

**ALLEN COUNTY, INDIANA
FINANCING OF NEW JAIL PROJECT (2023-2024)**

Timeline of Proceedings and Appendices

<u>PROCEEDING</u>	<u>TAB NO.</u>
Proof of Publication of Notice of Public Hearing on Proposed Local Income Tax Ordinance held on Wednesday, June 7, 2023, along with Proof of Notifying Underlying Taxing Units	1
<hr/> Notice published Saturday, May 27, 2023	
Proof of Publication of Notice of Public Hearing on Proposed Local Income Tax Ordinance held on Thursday, July 20, 2023	2
<hr/> Notice published Monday, July 10, 2023	
Proof of Publication of Notice of Public Hearing on Proposed Local Income Tax Ordinance held on Wednesday, September 20, 2023, along with Proof of Notifying Underlying Taxing Units	3
<hr/> Notice published Saturday, September 9, 2023	
Proof of Publication of Notice to Taxpayers Regarding Consideration of Allen County Ordinance 2023-10-26-01 Modifying Local Income Tax Rates	4
<hr/> Notice published Tuesday, October 24, 2023	
Allen County Ordinance 2023-10-26-01 Modifying Local Income Tax Rates	5
<hr/> Adopted Thursday, October 26, 2023	
Certificate of the Auditor of Allen County, Indiana, Verifying Signatures on Petition Requesting Lease, along with Lease Petition Counterparts 1, 2, 3, 7, and 10	6
<hr/> Signed Thursday, November 16, 2023	
Resolution No. 2023-11-16-01 – Resolution of the County Council of Allen County, Indiana, Approving a Lease with the Allen County, Indiana Building Corporation, Pledging Certain Local Income Tax Revenues to the Payment of Lease Rentals Thereunder, and Approving Matters Related Thereto	7
<hr/> Adopted Thursday, November 16, 2023	
Open Door Law Notice and Proof of Posting for Building Corporation Meeting held Monday, November 20, 2023	8
<hr/> Posted Thursday, November 16, 2023	

PROCEEDING

TAB NO.

Resolution No. 11-17-23-03 – Resolution of the Board of Commissioners of Allen County, Indiana Approving the Formation of Allen County, Indiana Building Corporation and Matters Related Thereto

9

Adopted Friday, November 17, 2023

Resolution No. 11-17-23-04 – Resolution of the Board of Commissioners of Allen County, Indiana, Approving the Terms and Conditions Regarding the Leasing of a Certain Jail Facility and Taking Other Actions Regarding the Proposed Lease

10

Adopted Friday, November 17, 2023

Certificate of Incorporation and Articles of Incorporation for the Allen County, Indiana Building Corporation

11

Received and accepted by the Office of the Indiana Secretary of State on Monday, November 20, 2023

Call of Special Meeting and Waiver of Notice for Building Corporation Meeting held Monday, November 20, 2023

12

Signed Monday, November 20, 2023

Resolutions of the Initial Meeting of the Board of Directors of the Allen County, Indiana Building Corporation

13

Adopted Monday, November 20, 2023

Resolutions of a Special Meeting of the Board of Directors of the Allen County, Indiana Building Corporation

14

Adopted Monday, November 20, 2023

Code of Bylaws for the Allen County, Indiana Building Corporation

15

Adopted by the Building Corporation at its meeting held Friday, November 20, 2023

Proof of Publication of Notice of Hearing on Proposed Lease between Allen County, Indiana Building Corporation and Allen County, Indiana, held on Monday, December 1, 2023

16

Notice published Tuesday, November 21, 2023

PROCEEDING

TAB NO.

Resolution No. 12-01-23-05 – Resolution of the Board of Commissioners of the County of Allen, Indiana, Receiving and Approving the Petition of Taxpayers Requesting the Leasing of Certain Court and Other Criminal Justice Facilities and Approving Execution of a Lease and Related Matters

17

Adopted Friday, December 1, 2023

Lease by and between Allen County, Indiana Building Corporation and Allen County, Indiana (Executed)

18

Dated as of Friday, December 1, 2023

Proof of Publication of Notice of Execution of Lease between Allen County, Indiana Building Corporation and the County of Allen, Indiana

19

Notice published Wednesday, December 6, 2023

Online Petition Objecting to Lease: Jorge Fernandez Created Petition Regarding Jail Related Lease

20

Dated Thursday, December 14, 2023

Certificate of the Auditor of the County of Allen, Indiana, Certifying Objecting Petition to the Indiana Department of Local Government Finance

21

Executed Friday, December 15, 2023

TAB 1

Nick

The Journal Gazette

Account # 106001 - 1446804

Allen County, Indiana

Allen County Auditor

PUBLISHER'S CLAIM

LINE COUNT

Display Master (Must not exceed two actual lines, neither of which shall total more than four solid lines of the type in which the body of the advertisement is set) -- number of equivalent lines	_____
Head -- number of lines	_____
Body -- number of lines	_____
Tail -- number of lines	_____
Total number of lines in notice	<u>90</u>

COMPUTATION OF CHARGES

<u>90</u> lines, <u>1</u> column(s) wide equals	
<u>90</u> equivalent lines at <u>\$ 0.749</u> cents per line	\$ 67.37
Additional charges for notices containing rule or tabular work (50 per cent of above amount)	-
Charge for extra proofs of publication (\$2.00 for each proof in excess of two)	-
TOTAL AMOUNT OF CLAIM	<u>\$ 67.37</u>

DATA FOR COMPUTING COST

Width of single column in picas 9.8 Size of type 7point.
Number of Insertions 1

Pursuant to the provisions and penalties of IC 5-11-10-1, I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid.

I also certify that the printed matter attached hereto is a true copy, of the same column width and type size, which was duly published in said paper 1 times.

The dates of publication being as follows:

<u>5/27/2023</u>	-	-	-
-	-	-	-

Additionally, Newspaper has a Web site and this public notice was posted on the same day as it was published in The Journal Gazette.

Rhonda McClure

Rhonda McClure
Legal Clerk

Date: May 27, 2023

ATTACH COPY OF ADVERTISEMENT HERE

Public hearing on Ordinance that died @ 7/20/23 mtg.

NOTICE TO TAXPAYERS

HEARING ON PROPOSED LOCAL INCOME TAX ORDINANCE

Notice is hereby given to the taxpayers of Allen County, Indiana, that the Allen County Council will hold a public hearing in Chambers Room #035, on the Garden Level, Citizens Square, 200 E. Berry Street, Fort Wayne, Indiana, at 6:30 pm on June 7th, 2023, on the following proposed ordinance regarding the local income tax imposed within Allen County.

ALLEN COUNTY ORDINANCE
MODIFYING LOCAL INCOME TAX RATES

BE IT ORDAINED by the County Council of Allen County that a need now exists to modify the local income tax rates imposed in the following way:

Allocation Rate Category	Existing LIT Rate	Proposed LIT Rate
Certified Shares (IC 6-3.6-6)	.4821%	.4821%
Public Safety (IC 6-3.6-6)	.1000%	.1000%
Economic Development (IC 6-3.6-6)	.5300%	.5300%
Property Tax Relief Rate (IC 6-3.6-5)	.3679%	.3679%
Correctional or Rehabilitation Facilities (IC 6-3.6-6-2.7)	0%	Not to exceed .2000%

After the public hearing, the Allen County Council may take action on the proposed ordinance at the June 15, 2022, or a date to be determined, Council meeting. There is no remonstrance opportunity on any action taken on the proposed ordinance. The public hearing identified above is the taxpayer's opportunity to express concerns and ask questions on the proposed ordinance.

Dated this 27th day of May, 2023.

Nicholas D. Jordan, Allen County Auditor 05/27/2023

05--27

1446804 hspaxlp

Job Number: 000144680401
Customer: Allen County Auditor
Salesperson: Deb StuerzenbergerLG
Start: Sat, 27 May 2023
Stop: Sat, 27 May 2023
Section: 46
User: Rosemary Clure

3x2.6

Adams, Maxwell

From: Nick Jordan <Nick.Jordan@co.allen.in.us>
Sent: Friday, May 26, 2023 2:14 PM
To: Aboite Twp-Christina Perez; Adams Twp; Adams Twp-Denita Washington; bill.mallers@nacs.k12.in.us; Brandon Basham; Brigitte Godwin; Callie Jones; Cedar Creek Trustee-Scott Connally; Curtis Whittaker; David Sedestrom; Doug Robertson; drlinker@watchtv.net; Garry Morr; Grabill-Cynthia Barhydt; Hometown-Ryan Schwab; Jackson Twp-Barry Steinman; Jean Henry; Jeremiah Hruschak; Julie Plazek ; Kathleen Smith; Kathy Friend; Lafayette Twp-Mark Madden; Lake Twp-Erik Linnemeier; LaTasha Thompson; Lauren Fahl; Leo Cedarville clerk treasurer; lewis@fwairport.com; Margie Hammond; mariontwpin@gmail.com; msnyder@sacs.k12.in.us; Maumee Twp-Jeffery Abbott (maumetwptrusteejva@gmail.com); Mike Meyers; Milan Twp-Chad MacDowell; Miranda Wilkins; Monroe Twp-Max Meyer; Monroeville-Kevin Wenger; Nancy Townsend; New Haven-Angie Hamrick; pmccann@eacs.k12.in.us; patty.hauser@nacs.k12.in.us; Perry Twp; Perry Twp-Eric Tippmann; hen564@aol.com; Reese Pearl; Robin Strasser; Rosemary.Shipman@fwcs.k12.in.us; Sara Birt-Stockslager (sbirt-stockslager@eacs.k12.in.us); Scipio Twp-Robert Kurtz (rmktz@hotmail.com); Scott Fitterling; Scott Hinderman; Seema Timble; Selma Hough; Sherry Nidlinger; Shirley Bennett; Springfield Twp; Springfield Twp-Bill Harris; Springfield Twp-Lynn Rorick; St Joe Twp; St Joe Twp-Sarah Gnagy; Sue Richards; Susan Baier; SW Fire; SW Fire-Ellis Mcfadden; Valerie Ahr; Washington Twp-Bob Arnold; Austin Knox; Woodburn-Timothy Cummins; Zanesville
Cc: Chris Cloud; Tom Harris
Subject: Allen County Council Notice of Public Hearing
Attachments: June 7, 2023 public hearing.pdf

Good afternoon,

In accordance with IC 6-3.6-3-7.5(d), I am emailing the attached notice regarding the Allen County Council consideration of an Ordinance modifying local income taxes. Please let me know and questions or concerns.

Thank you and have a great Memorial Day Weekend.

Nicholas D. Jordan, CPA
Allen County Auditor
1 E. Main St. Suite 102
Fort Wayne, Indiana 46802
(260) 449-7230 (Phone)
(260) 449-7679 (Fax)
nick.jordan@allencounty.us

TAB 2

NOTICE TO TAXPAYERS

Notice is hereby given the taxpayers of Allen County, Indiana that the County Council of said County will meet in Chambers Room #035, on the Garden Level, Citizens Square, 200 E. Berry Street, Fort Wayne, Indiana on Thursday, July 20, 2023 at 8:30 am. The purpose of the meeting is for economic development, additional appropriations, grants, consideration of an ordinance modifying local income taxes, and any other business to come before Council.

The meeting will be live streamed on the Allen County Info Facebook page.

GENERAL FUND: Commissioners - Services: \$1,000,000. HR/IT- Services: \$60,000. Total: \$1,060,000

OTHER FUNDS: LIT PUBLIC SAFETY FUND 120 – Services: \$1,500,000. JDAI GRANT FUND 223 – Salaries: \$140,732; Supplies: \$34,684; Services: 24,705. HIGHWAY FUND 250 – Capital: \$1,700,000. RAINY DAY FUND 736 – Capital: \$4,000,000. Total: \$7,400,121

Allen County Council will also hear and receive remonstrance and objections from persons interested in or affected by said proceedings pertaining to the waiver of the requirement that a Statement of Benefits be submitted before the initiation of the redevelopment or rehabilitation for which the person desires to claim a deduction at the request of OMD Holdings, LLC/Silverado Hagerman Properties, LLC/SH America, Inc. At said hearing, the Council will consider any written objections filed at the Allen County Council meeting and/or the Department of Planning Services located at 200 East Berry Street, Suite 150, Fort Wayne, Indiana prior to the hearing.

After considering the same, the Council shall determine whether to waive non-compliance with I.C. 6-1.1-12.1 regarding the failure to submit a Statement of Benefits before the initiation of the redevelopment or rehabilitation for which the person desires to claim a deduction. Approval of the Resolution would have the effect of allowing OMD Holdings, LLC/Silverado Hagerman Properties, LLC/SH America, Inc. to file with the Allen County Auditor for abatement of certain property taxes pursuant to I.C. 6-1.1-12.1.

The Allen County Council will also take the following ordinance under consideration during the meeting.

**ALLEN COUNTY ORDINANCE
MODIFYING LOCAL INCOME TAX RATES**

BE IT ORDAINED by the County Council of Allen County that a need now exists to modify the local income tax rates imposed in the following way:

Allocation Rate Category	Existing LIT Rate	Proposed LIT Rate
Certified Shares (IC 6-3.6-6)	.4821%	.4821%
Public Safety (IC 6-3.6-6)	.1000%	.1000%
Economic Development (IC 6-3.6-6)	.5300%	.5300%
Property Tax Relief Rate (IC 6-3.6-5)	.3679%	.3679%
Correctional or Rehabilitation Facilities (IC 6-3.6-6-2.7)	0%	Not to exceed .2000%
Property Tax Credit	Existing Percent	Proposed Percent
Allocation Categories (IC 6-3.6-5-6)	of Revenue	of Revenue
All Property Tax Allocation Categories	67.9532%	67.9532%
1% Allocation Type:		
Homesteads eligible for a credit under IC 6-1.1-20.6-7.5.	32.0468%	32.0468%
2% Allocation Type		
Residential property, agricultural land, long term care property, and other tangible property eligible for a credit under IC 6-1.1-20.6-7.5.	0%	0%
3% Allocation Type		
Nonresidential real property, personal property, and other tangible property eligible for a credit under IC 6-1.1-20.6-7.5.	0%	0%
Residential property, as defined in 6-1.1-20.6-4.	0%	0%
Qualified Residential Property		
Refers to any of the following, apartment complex, homestead, or residential rental property	0%	0%

BE IT FURTHER ORDAINED that a public hearing was held on the proposed local income tax rate modifications on June 7th, 2023. Proper notice of the public hearing was provided pursuant to IC 5-3-1.

Duly adopted by the following vote of the members of said Allen County Council this 20th day of July, 2023.

AYE	NAY
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Attest: Nicholas D Jordan, Allen County Auditor

Taxpayers appearing at such meeting shall have a right to be heard thereon. The additional appropriation as finally made will be deferred to the Department of Local Government Finance. The DLGF will make a written determination of the sufficiency of funds to support appropriations within 15 days of receipt of a certified copy of action taken.

Nicholas D. Jordan, Allen County Auditor, 07/10/2023

TAB 3

NOTICE TO TAXPAYERS
HEARING ON PROPOSED LOCAL INCOME TAX
ORDINANCE

Notice is hereby given to the taxpayers of Allen County, Indiana, that the Allen County Council will hold a public hearing in Chambers Room #035, on the Garden Level, Citizens Square, 200 E. Berry Street, Fort Wayne, Indiana, at 7:00 pm on September 20th, 2023, on the following proposed ordinance regarding the local income tax imposed within Allen County.

ALLEN COUNTY ORDINANCE
MODIFYING LOCAL INCOME TAX RATES

BE IT ORDAINED by the County Council of Allen County that a need now exists to modify the local income tax rates imposed in the following way:

Allocation Rate Category	Existing LIT Rate	Proposed LIT Rate
Certified Shares (IC 6-3.6-6)	.4821%	.4821%
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Economic Development (IC 6-3.6-6)	.5300%	.5300%
Property Tax Relief Rate (IC 6-3.6-5)	.3679%	.3679%
Correctional or Rehabilitation Facilities (IC 6-3.6-6-2.7)	0%	Not to exceed .2000%
Property Tax Credit Allocation Categories (IC 6-3.6-5-6)	Existing Percent of Revenue	Proposed Percent of Revenue
All Property Tax Allocation Categories	67.9532%	67.9532%
1% Allocation Type:		
Homesteads eligible for a credit under IC 6-1.1-20.6-7.5	32.0468%	32.0468%
2% Allocation Type:		
Residential property, agricultural land, long term care property, and other tangible property eligible for a credit under IC 6-1.1-20.6-7.5	0%	0%
3% Allocation Type:		
Nonresidential real property, personal property, and other tangible property eligible for a credit under IC 6-1.1-20.6-7.5	0%	0%
Residential property, as defined in 6-1.1-20.6-4	0%	0%
Qualified Residential Property		
Refers to any of the following, apartment complex, homestead, or residential rental property	0%	0%

After the public hearing, the Allen County Council may take action on the proposed ordinance. There is no remonstrance opportunity on any action taken on the proposed ordinance. The public hearing identified above is the taxpayer's opportunity to express concerns and ask questions on the proposed ordinance.

Dated this 9th day of September, 2023.

Nicholas D. Jordan - Allen County Auditor 09/9/2023

Adams, Maxwell

From: Nick Jordan <Nick.Jordan@co.allen.in.us>
Sent: Saturday, September 9, 2023 7:17 AM
To: St Joe Twp-Sarah Gnagy; Steve Herman; Sue Richards; SW Fire; SW Fire-Ellis Mcfadden; Vicki Thompson; Washington Twp-Bob Arnold; Austin Knox; Woodburn-Timothy Cummins; Zanesville; Aboite Twp-Christina Perez; Adams Twp; Adams Twp-Denita Washington; bill.mallers@nacs.k12.in.us; Brandon Basham; Brigitte Godwin; Callie Jones; Curtis Whittaker; David Sedestrom; Doug Robertson; drlinker@watchtv.net; Garry Morr; Grabill-Cynthia Barhydt; Huntertown-Ryan Schwab; Jackson Twp-Barry Steinman; Jean Henry; Jeremiah Hruschak; Julie Plazek ; Kathleen Smith; Kathy Friend; Lafayette Twp-Mark Madden; Lake Twp-Erik Linnemeier; LaTasha Thompson; Lauren Fahl; Leo Cedarville clerk treasurer; lewis@fwairport.com; Margie Hammond; mariontwpin@gmail.com; msnyder@sacs.k12.in.us; Mike Meyers; Milan Twp-Chad MacDowell; Miranda Wilkins; Monroe Twp-Max Meyer; Monroeville-Kevin Wenger; Nancy Townsend; New Haven-Angie Hamrick; pmccann@eacs.k12.in.us; patty.hauser@nacs.k12.in.us; Perry Twp; Perry Twp-Eric Tippmann; hen564@aol.com; Reese Pearl; Robin Strasser; Rosemary.Shipman@fwcs.k12.in.us; Sara Birt-Stockslager (sbirt-stockslager@eacs.k12.in.us); Scipio Twp-Robert Kurtz (rmktz@hotmail.com); Scott Fitterling; Scott Hinderman; Seema Timble; Selma Hough; Sherry Nidlinger; Shirley Bennett; Springfield Twp; Springfield Twp-Bill Harris; Springfield Twp-Lynn Rorick; St Joe Twp; Susan Baier; Valerie Ahr; Ryan Shambaugh; Robert Boren
Cc: Tom Harris; Chris Cloud
Subject: Allen County Council Notice of Public Hearing
Attachments: September 20, 2023 public hearing.pdf

Good morning,

In accordance with IC 6-3.6-3-7.5(d), I am emailing the attached notice regarding the Allen County Council consideration of an Ordinance modifying local income taxes. Please let me know and questions or concerns.

Thank you,

Nicholas D. Jordan, CPA
Allen County Auditor
1 E. Main St. Suite 102
Fort Wayne, Indiana 46802
(260) 449-7230 (Phone)
(260) 449-7679 (Fax)
nick.jordan@allencounty.us

TAB 4

NOTICE TO TAXPAYERS

Notice is hereby given the taxpayers of Allen County, Indiana that the County Council of said County will meet in Chambers Room #035, on the Garden Level, Citizens Square, 200 E. Berry Street, Fort Wayne, Indiana on Thursday, October 26, 2023 at 8:30 am.

The meeting will be live streamed on the Allen County INfo Facebook page.

The Allen County Council will take the following ordinance under consideration during the meeting.

**ALLEN COUNTY ORDINANCE 2023-10-26-01
MODIFYING LOCAL INCOME TAX RATES**

BE IT ORDAINED by the County Council of Allen County that a need now exists to modify the local income tax rates imposed in the following way:

Allocation Rate Category	Existing LIT Rate	Proposed LIT Rate
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Public Safety (IC 6-3.6-6)	.1000%	.1000%
Economic Development (IC 6-3.6-6)	.5300%	.5300%
Property Tax Relief Rate (IC 6-3.6-5)	.3679%	.3679%
Correctional or Rehabilitation Facilities (IC 6-3.6-2.7)	0%	Not to exceed .2000%
Property Tax Credit		
All Property Tax Allocation Categories	Existing Percent	Proposed Percent
1% Allocation Type:	67.9532%	67.9532%
Homesteads eligible for a credit under IC 6-1.1-20.6-7.5.	32.0468%	32.0468%
2% Allocation Type		
Residential property, agricultural land, long term care property, and other tangible property eligible for a credit under IC 6-1.1-20.6-7.5.	0%	0%
3% Allocation Type		
Nonresidential real property, personal property, and other tangible property eligible for a credit under IC 6-1.1-20.6-7.5.	0%	0%
Residential property, as defined in 6-1.1-20.6-4.	0%	0%
Qualified Residential Property		
Refers to any of the following, apartment complex, homestead, or residential rental property	0%	0%

BE IT FURTHER ORDAINED that a public hearing was held on the proposed local income tax rate modifications on September 20th, 2023. Proper notice of the public hearing was provided pursuant to IC 5-3-1.

Duly adopted by the following vote of the members of said Allen County Council this 26th day of October, 2023.

AYE	NAY
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Attest: Nicholas D Jordan, Allen County Auditor

Nicholas D. Jordan, Allen County Auditor, 10/24/2023

TAB 5

**ALLEN COUNTY ORDINANCE 2023-10-26-01
MODIFYING LOCAL INCOME TAX RATES**

BE IT ORDAINED by the County Council of Allen County
that a need now exists to modify the local income tax rates imposed in the following way:

Allocation Rate Category	Existing LIT Rate	Proposed LIT Rate
Certified Shares (IC 6-3.6-6)	.4821%	.4821%
Public Safety (IC 6-3.6-6)	.1000%	.1000%
Economic Development (IC 6-3.6-6)	.5300%	.5300%
Property Tax Relief Rate (IC 6-3.6-5)	.3679%	.3679%
Correctional or Rehabilitation Facilities (IC 6-3.6-6-2.7)	0%	<u>.11</u> %

Property Tax Credit Allocation Categories (IC 6-3.6-5-6)	Existing Percent of Revenue	Proposed Percent of Revenue
All Property Tax Allocation Categories	67.9532%	67.9532%
1% Allocation Type: Homesteads eligible for a credit under IC 6-1.1-20.6-7.5.	32.0468%	32.0468%
2% Allocation Type Residential property, agricultural land, long term care property, and other tangible property eligible for a credit under IC 6-1.1-20.6-7.5.	0%	0%
3% Allocation Type Nonresidential real property, personal property, and other tangible property eligible for a credit under IC 6-1.1-20.6-7.5.	0%	0%
Residential property, as defined in 6-1.1-20.6-4.	0%	0%
Qualified Residential Property Refers to any of the following, apartment complex, homestead, or residential rental property	0%	0%

BE IT FURTHER ORDAINED that a public hearing was held on the proposed local income tax rate modifications on September 20th, 2023. Proper notice of the public hearing was provided pursuant to IC 5-3-1.

Duly adopted by the following vote of the members of said Allen County Council this

26th day of October, 2023.

AYE

NAY

Attest: Nicholas D Jordan, Allen County Auditor

TAB 6



ALLEN COUNTY AUDITOR

STATE OF INDIANA)
)SS:
COUNTY OF ALLEN)

I, Nicholas D. Jordan, the duly elected, qualified and acting Auditor of Allen County, Indiana hereby certify that I have examined the five counterparts of a petition addressed to the Board of Commissioners and County Council of Allen County.

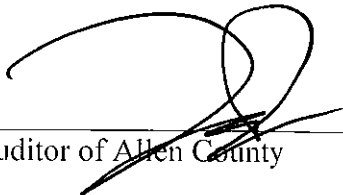
Said petitions are requesting that the County enter into a financing arrangement with a not-for-profit corporation for the acquisition of certain land and the courthouse of the County, located at 715 Calhoun Street, Fort Wayne, Indiana, or other facilities of the County, and (ii) the acquisition of certain land and the construction, improvement, and/or equipping of all or any portion of a new County jail facility, including office facilities, general administrative spaces, and other facilities relevant to the operation and maintenance of the jail facility, and any related improvements, to be located at 3003 Meyer Road, Fort Wayne, Indiana (collectively, the "Project"), all to be used for the purposes of providing correctional and rehabilitation services by the County, and to enter into a lease between the Building Corporation, as lessor, and the County, as lessee, for all or any portion of the Project, including the site and appurtenances thereto.

The petitioners believe that a need exists for the Project and that the County cannot provide the necessary funds to pay the cost of the Project. The petitioners urge that such action be taken as promptly as possible under the Indiana Code, Title 36, Article 1, Chapter 10, to secure the completion and leasing of the needed Project.

I further certify that I have checked the signatures on the various counterparts of said petition with the tax records in my office; that all counterparts of said petition are verified by the affidavits of owners of taxable real estate within the County of Allen, and that said petition is signed by 91 owners of taxable real estate located within the limits of the County of Allen.

Total number of persons signing petition: 92
Total number of owners of taxable real estate: 91
Total number of signatures disallowed: 1

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this, the 16th day of November, 2023.



Auditor of Allen County

INSTRUCTIONS RELATIVE TO CIRCULATION OF PETITION

1. The person who circulates a counterpart of a petition for the purpose of obtaining signatures must be an owner of taxable real estate located in Allen County, Indiana (the "County"), and should not be an elected official or member of the Board of Commissioners or the County Council of the County.
2. The person who circulates each counterpart and signs the verifying affidavit at the end of that petition must sign the petition. The best practice is for that person to sign that counterpart on the first line. **IT IS ESSENTIAL THAT THE VERIFYING AFFIDAVIT BE COMPLETED AND SIGNED BEFORE A NOTARY AND THAT THE NOTARY BLOCK ALSO BE COMPLETED. MAKE SURE THAT ALL TEN (10) PAGES OF EACH COUNTERPART HAVE THE SAME COUNTERPART NUMBER LISTED AT THE TOP OF EACH PAGE.**
3. Counterparts cannot be passed around from one person to another for circulation.
4. The signatures on each counterpart must be made in the presence of the person who circulates the counterpart and signs the verifying affidavit.
5. Qualified petitioners are owners of taxable real estate located in the County, as shown by the tax records in the County Auditor's office. Persons purchasing real estate on contract, heirs in estates in which the real estate has not been distributed and other persons whose ownership is not of record in the Auditor's office are not qualified petitioners.
6. One person cannot sign for another. A husband and wife owning real estate jointly are each qualified petitioners, and it is not necessary for each to sign in order for the other to constitute a valid petitioner. However, each must sign separately if the signatures are to be counted as signatures for two separate petitioners. In such cases, the wife should not sign as "Mrs. Joe Smith," but should sign her own name, thus: "Mary Smith." A person should not sign as "Mr. and Mrs. Joe Smith" or "Joe and Mary Smith," These will not be counted as valid signatures.
7. All names should be written as they appear on the tax records in the County Auditor's office, as nearly as possible.
8. Each person signing a petition must print his or her name, fill in the date he or she signs the petition and print his or her address.
9. Do not make copies of any pages of the counterparts of the petition or detach pages of the counterparts to attach to other counterparts.

PETITION OF TAXPAYERS

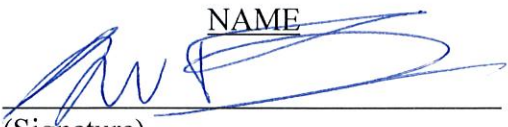

COUNTERPART NO. 1

TO: The Board of Commissioners of the County of Allen, Indiana

The undersigned, owners of taxable real property situated in Allen County, Indiana (the "County"), hereby petition the Board of Commissioners (the "Board") to enter into negotiations with a nonprofit building corporation (the "Building Corporation"), for the financing of all or any portion of (i) the acquisition of certain land and the courthouse of the County, located at 715 Calhoun Street, Fort Wayne, Indiana, or other facilities of the County, and (ii) the acquisition of certain land and the construction, improvement, and/or equipping of all or any portion of a new County jail facility, including office facilities, general administrative spaces, and other facilities relevant to the operation and maintenance of the jail facility, and any related improvements, to be located at 3003 Meyer Road, Fort Wayne, Indiana (collectively, the "Project"), all to be used for the purposes of providing correctional and rehabilitation services by the County, and to enter into a lease between the Building Corporation, as lessor, and the County, as lessee, for all or any portion of the Project, including the site and appurtenances thereto.

We believe that a need exists for the Project and that the County cannot provide the necessary funds to pay the cost of the Project. We urge that such action be taken as promptly as possible under the Indiana Code, Title 36, Article 1, Chapter 10, to secure the completion and leasing of the needed Project.

This petition may be circulated in several counterparts, and all such counterparts are to be considered as constituting one (1) petition.

	NAME	ADDRESS OF TAXABLE REAL PROPERTY
1.	 (Signature)	<u>106 Stebbins Cove,</u>
	<u>George W Fisher</u> (Printed)	<u>Ft. Wayne 46845</u>
2.	 (Signature)	<u>13022 DENTON RD</u>
	<u>KEVIN P. BRUNS</u> (Printed)	<u>FT. WAYNE, IN 46845</u>

COUNTERPART NO. 1

	<u>NAME</u>	<u>ADDRESS OF TAXABLE REAL PROPERTY</u>
3.	<u><i>Jilli Reichard</i></u> (Signature)	<u>1178 Arroyo Ct.</u>
	<u>Silianne Reichard</u> (Printed)	<u>Fort Wayne, IN 46845</u>
4.	<u><i>Kathryn A Walker</i></u> (Signature)	<u>3505 Dicke Rd.</u>
	<u>Kathryn A Walker</u> (Printed)	<u>Fort Wayne IN 46804</u>
5.	<u><i>Pamela Harrah</i></u> (Signature)	<u>906 Valley O Pines</u>
	<u>Pamela Harrah</u> (Printed)	<u>Fort Wayne IN 46845</u>
6.	<u><i>Kyle Sochie</i></u> (Signature)	<u>2411 Candlewick Dr</u>
	<u>Kyle Sochie</u> (Printed)	<u>Fort Wayne IN 46804</u>
7.	<u><i>Peter G. Mallers</i></u> (Signature)	<u>195 Cassin Cove</u>
	<u>Peter G. Mallers</u> (Printed)	<u>Fort Wayne, IN 46825</u>
8.	<u><i>Hedi B. Adair</i></u> (Signature)	<u>5200 Covington Rd.</u>
	<u>HEIDI B. ADAIR</u> (Printed)	<u>Fort Wayne, IN 46804</u>

COUNTERPART NO. 1

	<u>NAME</u>	<u>ADDRESS OF TAXABLE REAL PROPERTY</u>
9.	<u>Adam M. Henry</u> (Signature)	<u>13323 JONUS BOULEVARD</u>
	<u>ADAM M. HENRY</u> (Printed)	<u>FORT WAYNE, IN 46845</u>
10.	<u>[Signature]</u> (Signature)	<u>15530 Indianapolis Road</u>
	<u>Michael J. Hoffman</u> (Printed)	<u>Vader, IN 46798</u>
11.	<u>[Signature]</u> (Signature)	<u>3636 HEAVENLY BLVD</u>
	<u>[Signature]</u> (Printed)	<u>FT WAYNE IN 46809</u>
12.	<u>[Signature]</u> (Signature)	<u>1823 MEADOWS WAY, F.W. 46825</u>
	<u>KARL KLINE</u> (Printed)	
13.	<u>[Signature]</u> (Signature)	<u>15431 AUBURN Rd 46845</u>
	<u>DAVID MYERS</u> (Printed)	
14.	<u>[Signature]</u> (Signature)	<u>15431 Auburn Rd 46845</u>
	<u>Lesley Myers</u> (Printed)	

COUNTERPART NO. 1

	<u>NAME</u>	<u>ADDRESS OF TAXABLE REAL PROPERTY</u>
15.	<u>Cynthia A Dienelt</u> (Signature)	<u>7126 Blue Creek Dr.</u>
	<u>Cynthia A Dienelt</u> (Printed)	<u>7126 Blue Creek Dr.</u>
16.	<u>Richard King</u> (Signature)	<u>7126 Blue Creek Dr.</u>
	<u>Richard King</u> (Printed)	<u>7126 Blue Creek Dr.</u>
2	<u>Jill Bell</u> (Signature)	<u>704 IVY CREEK</u>
	<u>JANELL SPONICUE</u> (Printed)	
18.	<u></u> (Signature)	
	<u></u> (Printed)	
19.	<u></u> (Signature)	
	<u></u> (Printed)	
20.	<u></u> (Signature)	
	<u></u> (Printed)	

COUNTERPART NO. 1

	<u>NAME</u>	<u>ADDRESS OF TAXABLE REAL PROPERTY</u>
21.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
22.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
23.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
24.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
25.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
26.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	

COUNTERPART NO. 1

	<u>NAME</u>	<u>ADDRESS OF TAXABLE REAL PROPERTY</u>
27.	_____ (Signature)	_____
	_____ (Printed)	_____
28.	_____ (Signature)	_____
	_____ (Printed)	_____
29.	_____ (Signature)	_____
	_____ (Printed)	_____
30.	_____ (Signature)	_____
	_____ (Printed)	_____
31.	_____ (Signature)	_____
	_____ (Printed)	_____
32.	_____ (Signature)	_____
	_____ (Printed)	_____

COUNTERPART NO. 1

	<u>NAME</u>	<u>ADDRESS OF TAXABLE REAL PROPERTY</u>
33.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
34.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
35.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
36.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
37.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
38.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	

COUNTERPART NO. 1

	<u>NAME</u>	<u>ADDRESS OF TAXABLE REAL PROPERTY</u>
39.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
40.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
41.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
42.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
43.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
44.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	

COUNTERPART NO. 1

	<u>NAME</u>	<u>ADDRESS OF TAXABLE REAL PROPERTY</u>
45.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
46.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
47.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
48.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
49.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
50.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	

COUNTERPART NO. 1

VERIFYING AFFIDAVIT

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

G. William Fishering, being first duly sworn, upon his/her oath, deposes and states that he/she circulated and signed on Line 1 the attached Counterpart of the petition addressed to the Board of Commissioners of the County of Allen, Indiana (the "Board"), petitioning the Board to enter into a lease for the financing of the acquisition, construction, improvement, and/or equipping of (i) all or any portion of any existing buildings or facilities currently owned or to be owned by Allen County, Indiana (the "County"), (ii) all or any portion of a new County jail facility, including office facilities, general administrative spaces, and other facilities relevant to the operation and maintenance of the jail facility, and (ii) any related improvements, all to be used for the purposes of providing incarceration, community corrections, or other law enforcement or criminal justice services by the County; and that all of the signatures appearing on the attached Counterpart of said petition were fixed in his/her presence, and are the true and lawful signatures of the person signing said Counterpart.

[Signature]
Signature

G. William Fishering
Printed Name

11/14/23
Date

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

SUBSCRIBED and SWORN TO before me, a Notary Public, in and for said County and State, this 14th day of November, 2023.



JILLIANNE K REICHARD, Notary Public
Allen County, State of Indiana
Commission Number NP0637995
My Commission Expires October 14, 2028

Jillianne K. Reichard
Notary Public

Printed: _____

My Commission Expires: _____

County of Residence: _____

INSTRUCTIONS RELATIVE TO CIRCULATION OF PETITION

1. The person who circulates a counterpart of a petition for the purpose of obtaining signatures must be an owner of taxable real estate located in Allen County, Indiana (the "County"), and should not be an elected official or member of the Board of Commissioners or the County Council of the County.
2. The person who circulates each counterpart and signs the verifying affidavit at the end of that petition must sign the petition. The best practice is for that person to sign that counterpart on the first line. **IT IS ESSENTIAL THAT THE VERIFYING AFFIDAVIT BE COMPLETED AND SIGNED BEFORE A NOTARY AND THAT THE NOTARY BLOCK ALSO BE COMPLETED. MAKE SURE THAT ALL TEN (10) PAGES OF EACH COUNTERPART HAVE THE SAME COUNTERPART NUMBER LISTED AT THE TOP OF EACH PAGE.**
3. Counterparts cannot be passed around from one person to another for circulation.
4. The signatures on each counterpart must be made in the presence of the person who circulates the counterpart and signs the verifying affidavit.
5. Qualified petitioners are owners of taxable real estate located in the County, as shown by the tax records in the County Auditor's office. Persons purchasing real estate on contract, heirs in estates in which the real estate has not been distributed and other persons whose ownership is not of record in the Auditor's office are not qualified petitioners.
6. One person cannot sign for another. A husband and wife owning real estate jointly are each qualified petitioners, and it is not necessary for each to sign in order for the other to constitute a valid petitioner. However, each must sign separately if the signatures are to be counted as signatures for two separate petitioners. In such cases, the wife should not sign as "Mrs. Joe Smith," but should sign her own name, thus: "Mary Smith." A person should not sign as "Mr. and Mrs. Joe Smith" or "Joe and Mary Smith," These will not be counted as valid signatures.
7. All names should be written as they appear on the tax records in the County Auditor's office, as nearly as possible.
8. Each person signing a petition must print his or her name, fill in the date he or she signs the petition and print his or her address.
9. Do not make copies of any pages of the counterparts of the petition or detach pages of the counterparts to attach to other counterparts.

PETITION OF TAXPAYERS




COUNTERPART NO. 2

TO: The Board of Commissioners of the County of Allen, Indiana

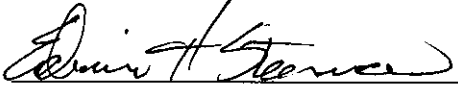
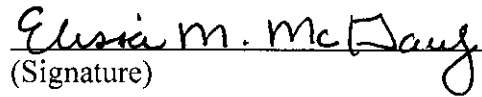
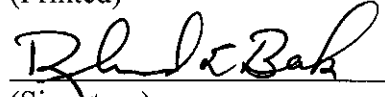
The undersigned, owners of taxable real property situated in Allen County, Indiana (the "County"), hereby petition the Board of Commissioners (the "Board") to enter into negotiations with a nonprofit building corporation (the "Building Corporation"), for the financing of all or any portion of (i) the acquisition of certain land and the courthouse of the County, located at 715 Calhoun Street, Fort Wayne, Indiana, or other facilities of the County, and (ii) the acquisition of certain land and the construction, improvement, and/or equipping of all or any portion of a new County jail facility, including office facilities, general administrative spaces, and other facilities relevant to the operation and maintenance of the jail facility, and any related improvements, to be located at 3003 Meyer Road, Fort Wayne, Indiana (collectively, the "Project"), all to be used for the purposes of providing correctional and rehabilitation services by the County, and to enter into a lease between the Building Corporation, as lessor, and the County, as lessee, for all or any portion of the Project, including the site and appurtenances thereto.

We believe that a need exists for the Project and that the County cannot provide the necessary funds to pay the cost of the Project. We urge that such action be taken as promptly as possible under the Indiana Code, Title 36, Article 1, Chapter 10, to secure the completion and leasing of the needed Project.

This petition may be circulated in several counterparts, and all such counterparts are to be considered as constituting one (1) petition.

	<u>NAME</u>	<u>ADDRESS OF TAXABLE REAL PROPERTY</u>
1.	<u></u> (Signature)	<u>6325 Winnebago Court</u>
	<u>Christopher Cloud</u> (Printed)	<u>Fort Wayne, IN 46815</u>
2.	<u></u> (Signature)	<u>9934 Stowaway Cove</u>
	<u>F. Nelson Peters</u> (Printed)	<u>Ft. Wayne, IN 46835</u>
3.	<u></u> (Signature)	<u>15434 Dunton Road</u>
	<u>Therese M. Brown</u> (Printed)	<u>Fort Wayne, IN 46845</u>

COUNTERPART NO. 2

	<u>NAME</u>	<u>ADDRESS OF TAXABLE REAL PROPERTY</u>
4.	 (Signature)	<u>9525 ARUNDEL RUN</u>
	<u>EDWIN H STEENMAN</u> (Printed)	<u>FORT WAYNE IN 46835</u>
5.	 (Signature)	<u>8230 Grand Forest Court</u> <u>FORT WAYNE, IN 46815</u>
	<u>Elissa M. McGauley</u> (Printed)	
6.	 (Signature)	<u>9110 COVERDALE RD.</u>
	<u>RICHARD E. BECK</u> (Printed)	<u>FORT WAYNE, IN, 46899</u>
7.	_____ (Signature)	_____
	_____ (Printed)	_____
8.	_____ (Signature)	_____
	_____ (Printed)	_____
9.	_____ (Signature)	_____
	_____ (Printed)	_____

COUNTERPART NO. 2

	<u>NAME</u>	<u>ADDRESS OF TAXABLE REAL PROPERTY</u>
10.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
11.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
12.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
13.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
14.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
15.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	

COUNTERPART NO. 2

	<u>NAME</u>	<u>ADDRESS OF TAXABLE REAL PROPERTY</u>
16.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
17.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
18.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
19.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
20.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
21.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	

COUNTERPART NO. 2

	<u>NAME</u>	<u>ADDRESS OF TAXABLE REAL PROPERTY</u>
22.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
23.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
24.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
25.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
26.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
27.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	

COUNTERPART NO. 2

	<u>NAME</u>	<u>ADDRESS OF TAXABLE REAL PROPERTY</u>
28.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
29.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
30.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
31.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
32.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
33.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	

COUNTERPART NO. 2

	<u>NAME</u>	<u>ADDRESS OF TAXABLE REAL PROPERTY</u>
34.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
35.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
36.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
37.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
38.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
39.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	

COUNTERPART NO. 2

	<u>NAME</u>	<u>ADDRESS OF TAXABLE REAL PROPERTY</u>
40.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
41.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
42.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
43.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
44.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
45.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	

COUNTERPART NO. 2

	<u>NAME</u>	<u>ADDRESS OF TAXABLE REAL PROPERTY</u>
46.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
47.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
48.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
49.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
50.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	

COUNTERPART NO. 2

VERIFYING AFFIDAVIT

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Christopher Cloud, being first duly sworn, upon his/her oath, deposes and states that he/she circulated and signed on Line 1 the attached Counterpart of the petition addressed to the Board of Commissioners of the County of Allen, Indiana (the "Board"), petitioning the Board to enter into a lease for the financing of the acquisition, construction, improvement, and/or equipping of (i) all or any portion of any existing buildings or facilities currently owned or to be owned by Allen County, Indiana (the "County"), (ii) all or any portion of a new County jail facility, including office facilities, general administrative spaces, and other facilities relevant to the operation and maintenance of the jail facility, and (ii) any related improvements, all to be used for the purposes of providing incarceration, community corrections, or other law enforcement or criminal justice services by the County; and that all of the signatures appearing on the attached Counterpart of said petition were fixed in his/her presence, and are the true and lawful signatures of the person signing said Counterpart.

Chris Cloud
Signature

Christopher Cloud
Printed Name

November 13, 2023
Date

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

SUBSCRIBED and SWORN TO before me, a Notary Public, in and for said County and State, this 13 day of November, 2023.



ROBIN L. MINNIEAR, Notary Public
Wells County, State of Indiana
Commission Number 0722222
My Commission Expires September 4, 2027

Robin L Minniear
Notary Public

Printed: Robin L Minniear

My Commission Expires:

9-4-2027

County of Residence:

Wells

INSTRUCTIONS RELATIVE TO CIRCULATION OF PETITION

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8. Each person signing a petition must print his or her name, fill in the date he or she signs the petition and print his or her address.
9. Do not make copies of any pages of the counterparts of the petition or detach pages of the counterparts to attach to other counterparts.

PETITION OF TAXPAYERS

COUNTERPART NO. 3

TO: The Board of Commissioners of the County of Allen, Indiana

The undersigned, owners of taxable real property situated in Allen County, Indiana (the "County"), hereby petition the Board of Commissioners (the "Board") to enter into negotiations with a nonprofit building corporation (the "Building Corporation"), for the financing of all or any portion of (i) the acquisition of certain land and the courthouse of the County, located at 715 Calhoun Street, Fort Wayne, Indiana, or other facilities of the County, and (ii) the acquisition of certain land and the construction, improvement, and/or equipping of all or any portion of a new County jail facility, including office facilities, general administrative spaces, and other facilities relevant to the operation and maintenance of the jail facility, and any related improvements, to be located at 3003 Meyer Road, Fort Wayne, Indiana (collectively, the "Project"), all to be used for the purposes of providing correctional and rehabilitation services by the County, and to enter into a lease between the Building Corporation, as lessor, and the County, as lessee, for all or any portion of the Project, including the site and appurtenances thereto.

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This petition may be circulated in several counterparts, and all such counterparts are to be considered as constituting one (1) petition.

	<u>NAME</u>	<u>ADDRESS OF TAXABLE REAL PROPERTY</u>
1.	<u>Laura J Maser</u> (Signature)	<u>6609 Trake Ct Ft Wayne</u>
	<u>Laura L. Maser</u> (Printed)	<u>IN 46835</u>
2.	<u>Gregory J Maser</u> (Signature)	<u>6609 Trake Ct Ft Wayne</u>
	<u>Gregory J Maser</u> (Printed)	<u>IN 46835</u>
3.	<u>Linda S. Reuss</u> (Signature)	<u>7621 Trotters Chase Lane - 46815</u>
	<u>Linda h. Reuss</u> (Printed)	<u>7621 Trotters Chase Lane - 46815</u>

COUNTERPART NO. 3

	<u>NAME</u>	<u>ADDRESS OF TAXABLE REAL PROPERTY</u>
4.	<u><i>Leo J. Reuss</i></u> (Signature)	<u><i>7671 Trotter Chase Ln.</i></u>
	<u>Leo J. Reuss</u> (Printed)	<u>F. F. Wayne Ln. 46875</u>
5.	_____ (Signature)	_____
	_____ (Printed)	_____
6.	_____ (Signature)	_____
	_____ (Printed)	_____
7.	_____ (Signature)	_____
	_____ (Printed)	_____
8.	_____ (Signature)	_____
	_____ (Printed)	_____
9.	_____ (Signature)	_____
	_____ (Printed)	_____

COUNTERPART NO. 3

	<u>NAME</u>	<u>ADDRESS OF TAXABLE REAL PROPERTY</u>
10.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
11.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
12.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
13.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
14.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
15.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	

COUNTERPART NO. 3

	<u>NAME</u>	<u>ADDRESS OF TAXABLE REAL PROPERTY</u>
16.	_____ (Signature)	_____
	_____ (Printed)	_____
17.	_____ (Signature)	_____
	_____ (Printed)	_____
18.	_____ (Signature)	_____
	_____ (Printed)	_____
19.	_____ (Signature)	_____
	_____ (Printed)	_____
20.	_____ (Signature)	_____
	_____ (Printed)	_____
21.	_____ (Signature)	_____
	_____ (Printed)	_____

COUNTERPART NO. 3

	<u>NAME</u>	<u>ADDRESS OF TAXABLE REAL PROPERTY</u>
22.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
23.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
24.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
25.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
26.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
27.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	

COUNTERPART NO. 3

	<u>NAME</u>	<u>ADDRESS OF TAXABLE REAL PROPERTY</u>
28.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
29.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
30.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
31.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
32.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
33.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	

COUNTERPART NO. 3

	<u>NAME</u>	<u>ADDRESS OF TAXABLE REAL PROPERTY</u>
34.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
35.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
36.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
37.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
38.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
39.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	

COUNTERPART NO. 3

	<u>NAME</u>	<u>ADDRESS OF TAXABLE REAL PROPERTY</u>
40.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
41.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
42.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
43.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
44.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
45.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	

COUNTERPART NO. 3

	<u>NAME</u>	<u>ADDRESS OF TAXABLE REAL PROPERTY</u>
46.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
47.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
48.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
49.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
50.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	

COUNTERPART NO. 3

VERIFYING AFFIDAVIT

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Laura Maser, being first duly sworn, upon his/her oath, deposes and states that he/she circulated and signed on Line 1 the attached Counterpart of the petition addressed to the Board of Commissioners of the County of Allen, Indiana (the "Board"), petitioning the Board to enter into a lease for the financing of the acquisition, construction, improvement, and/or equipping of (i) all or any portion of any existing buildings or facilities currently owned or to be owned by Allen County, Indiana (the "County"), (ii) all or any portion of a new County jail facility, including office facilities, general administrative spaces, and other facilities relevant to the operation and maintenance of the jail facility, and (ii) any related improvements, all to be used for the purposes of providing incarceration, community corrections, or other law enforcement or criminal justice services by the County; and that all of the signatures appearing on the attached Counterpart of said petition were fixed in his/her presence, and are the true and lawful signatures of the person signing said Counterpart.

Laura J Maser
Signature

Laura L. Maser
Printed Name

11/13/23
Date

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

SUBSCRIBED and SWORN TO before me, a Notary Public, in and for said County and State, this 13 day of November, 2023.



ROBIN L. MINNIEAR, Notary Public
Wells County, State of Indiana
Commission Number 0722222
My Commission Expires September 1, 2024

Robin L Minniear
Notary Public

Printed: Robin L Minniear

My Commission Expires:

County of Residence:

9-4-2024

Wells

INSTRUCTIONS RELATIVE TO CIRCULATION OF PETITION

1. The person who circulates a counterpart of a petition for the purpose of obtaining signatures must be an owner of taxable real estate located in Allen County, Indiana (the "County"), and should not be an elected official or member of the Board of Commissioners or the County Council of the County.
2. The person who circulates each counterpart and signs the verifying affidavit at the end of that petition must sign the petition. The best practice is for that person to sign that counterpart on the first line. **IT IS ESSENTIAL THAT THE VERIFYING AFFIDAVIT BE COMPLETED AND SIGNED BEFORE A NOTARY AND THAT THE NOTARY BLOCK ALSO BE COMPLETED. MAKE SURE THAT ALL TEN (10) PAGES OF EACH COUNTERPART HAVE THE SAME COUNTERPART NUMBER LISTED AT THE TOP OF EACH PAGE.**
3. Counterparts cannot be passed around from one person to another for circulation.
4. The signatures on each counterpart must be made in the presence of the person who circulates the counterpart and signs the verifying affidavit.
5. Qualified petitioners are owners of taxable real estate located in the County, as shown by the tax records in the County Auditor's office. Persons purchasing real estate on contract, heirs in estates in which the real estate has not been distributed and other persons whose ownership is not of record in the Auditor's office are not qualified petitioners.
6. One person cannot sign for another. A husband and wife owning real estate jointly are each qualified petitioners, and it is not necessary for each to sign in order for the other to constitute a valid petitioner. However, each must sign separately if the signatures are to be counted as signatures for two separate petitioners. In such cases, the wife should not sign as "Mrs. Joe Smith," but should sign her own name, thus: "Mary Smith." A person should not sign as "Mr. and Mrs. Joe Smith" or "Joe and Mary Smith," These will not be counted as valid signatures.
7. All names should be written as they appear on the tax records in the County Auditor's office, as nearly as possible.
8. Each person signing a petition must print his or her name, fill in the date he or she signs the petition and print his or her address.
9. Do not make copies of any pages of the counterparts of the petition or detach pages of the counterparts to attach to other counterparts.

PETITION OF TAXPAYERS


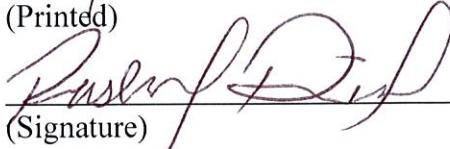
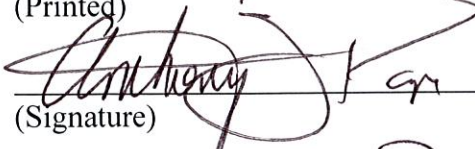
COUNTERPART NO. 7

TO: The Board of Commissioners of the County of Allen, Indiana

The undersigned, owners of taxable real property situated in Allen County, Indiana (the "County"), hereby petition the Board of Commissioners (the "Board") to enter into negotiations with a nonprofit building corporation (the "Building Corporation"), for the financing of all or any portion of (i) the acquisition of certain land and the courthouse of the County, located at 715 Calhoun Street, Fort Wayne, Indiana, or other facilities of the County, and (ii) the acquisition of certain land and the construction, improvement, and/or equipping of all or any portion of a new County jail facility, including office facilities, general administrative spaces, and other facilities relevant to the operation and maintenance of the jail facility, and any related improvements, to be located at 3003 Meyer Road, Fort Wayne, Indiana (collectively, the "Project"), all to be used for the purposes of providing correctional and rehabilitation services by the County, and to enter into a lease between the Building Corporation, as lessor, and the County, as lessee, for all or any portion of the Project, including the site and appurtenances thereto.

We believe that a need exists for the Project and that the County cannot provide the necessary funds to pay the cost of the Project. We urge that such action be taken as promptly as possible under the Indiana Code, Title 36, Article 1, Chapter 10, to secure the completion and leasing of the needed Project.

This petition may be circulated in several counterparts, and all such counterparts are to be considered as constituting one (1) petition.

	<u>NAME</u>	<u>ADDRESS OF TAXABLE REAL PROPERTY</u>
1.	 (Signature)	9826 HERBAL WAY
	ROY H. STUBER (Printed)	FT WAYNE, IN 46825
2.	 (Signature)	7028 PENNOKEN DR.
	RACHEL DIAL (Printed)	Fort Wayne, IN 46819
3.	 (Signature)	330 DEER CLIFF RUN
	ANTHONY J. PAPER (Printed)	FT WAYNE, IN 46804

NO
on 10


NO
on 10

COUNTERPART NO. 7

ADDRESS OF TAXABLE
REAL PROPERTY


NAME

No
on 10


4.  9217 Bobcat Trail
(Signature) Leo, IN. 46765
(Printed)


No
on 10

No
on 10

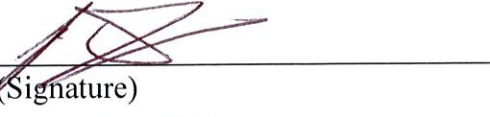
5.  4630 HOLLOPATER RD.
(Signature) LEO, IN 46765
(Printed)

No
on 10

6.  16025 Buhf. Dr.
(Signature) Huntstown IN 46748
(Printed)


7.  2723 ASCENSION Ct.
(Signature) Ft. Wayne, IN 46818
(Printed)

No
on 10

8.  10607 Trentman Rd
(Signature) FWA, IN 46816
(Printed)

No
on 10

No
on 10

9.  4512 Weatherside Run
(Signature) Ft. Wayne IN 46804
(Printed)

No
on 10

COUNTERPART NO. 7

ADDRESS OF TAXABLE
REAL PROPERTY

NAME

- | | NAME | ADDRESS OF TAXABLE REAL PROPERTY |
|-----|--|----------------------------------|
| 10. | <u><i>[Signature]</i></u>
(Signature) | <u>11734 BETHEL RD,</u> |
| | <u>JET FROEMER</u>
(Printed) | <u>FORT WAYNE IND 46818</u> |
| 11. | <u><i>[Signature]</i></u>
(Signature) | <u>7832 EAGLE TRACE COVE</u> |
| | <u>TODD A. SCHWEYER</u>
(Printed) | <u>FT. WAYNE IN 46825</u> |
| 12. | <u><i>[Signature]</i></u>
(Signature) | <u>3103 S. county line Rd E.</u> |
| | <u>ARON L. COLBERT</u>
(Printed) | <u>OSSIAN IN 46777</u> |
| 13. | <u><i>[Signature]</i></u>
(Signature) | <u>6030 Old Brook Dr</u> |
| | <u>John Wiese</u>
(Printed) | <u>Ft. Wayne, IN 46835</u> |
| 14. | <u><i>[Signature]</i></u>
(Signature) | <u>4066 North Drive</u> |
| | <u>Richard T. Wacasey</u>
(Printed) | <u>fort wayne, IN 46815</u> |
| 15. | <u><i>[Signature]</i></u>
(Signature) | <u>2225 Edgerton St</u> |
| | <u>Gabrielle Wright</u>
(Printed) | <u>Huntertown IN 46748</u> |

NO on 10

NO on 10

NO on 10

?

NO on 10

?

COUNTERPART NO. 7

ADDRESS OF TAXABLE
REAL PROPERTY

NAME

No
m10

16. [Signature]
(Signature)
KEVIN PRIBBLE
(Printed)

14032 VENISON TRL
WOODBURN IN 46797

No
m10

No
m10

17. [Signature]
(Signature)
Adam Griffith
(Printed)

15015 Feighner Road
Roanoke, IN 46783

No
m10

No
m10

18. [Signature]
(Signature)
Casey A. Fogle
(Printed)

24104 Knouse Rd. Hartsville

No
m10

19. [Signature]
(Signature)
William Ran
(Printed)

9715 Kildare Crossing Ft. Wayne

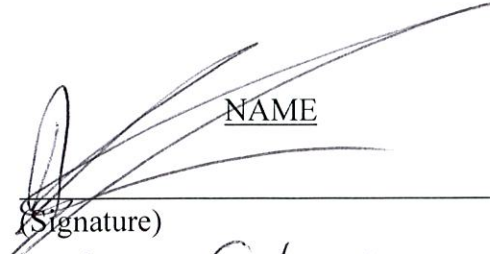



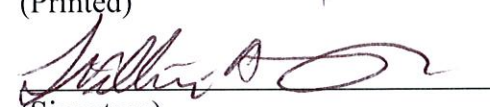

20. [Signature]
(Signature)
Justin Blauvelt
(Printed)

2211 Dale Dr Fort Wayne IN
46819

21. [Signature]
(Signature)
Sarah Kumpf
(Printed)

12208 Jacobus Pl Ft. Wayne, IN 46845

COUNTERPART NO. 7

	<u>NAME</u>	<u>ADDRESS OF TAXABLE REAL PROPERTY</u>
22.	 (Signature)	6225 Spy Glass Run
	Kevin Curbowski (Printed)	Fort Wayne In 46804
23.	 (Signature)	1125 IRENE AVE
	MATT FREISTROPPE (Printed)	FORT WAYNE IN
24.	 (Signature)	#317 Kensington Blvd
	Mark Kaultman (Printed)	Fort Wayne, IN 46810
25.	 (Signature)	3667 Victoria Lakes Ct
	Erin Deay (Printed)	New, Haven, IN, 46774
26.	 (Signature)	1005 Dawnan Dr
	William A. Comy Jr (Printed)	Fort Wayne In 46816
27.	 (Signature)	7928 Pebble Creek Pkce
	Elisha HARRIS (Printed)	Fort Wayne In 46835

COUNTERPART NO. 7

ADDRESS OF TAXABLE
REAL PROPERTY

No
m 10




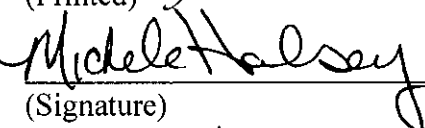
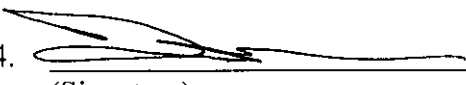
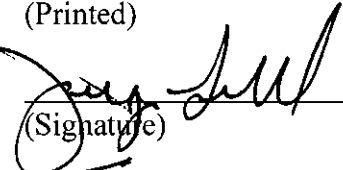
28. Gwendolyn King (Signature) 6124 Cherry Hill Way (Signature) Fort Wayne IN 46835 (Printed) No
m 10
29. Shelley Lyon (Signature) 119 Southridge Rd (Printed) Fort Wayne In 46825
30. Joshua Lumprik (Signature) 11605 Winters Rd (Printed) Roanoke IN 46783
31. Micholas Heefer (Signature) 4650 Old Mill Rd (Printed) FORT WAYNE, IN 46807
32. DARREN CUNYEN (Signature) Fort Wayne, In 46814 (Printed) 14711 Deer Bay Ct
33. Jeffery W. Smallwood (Signature) 2820 Briardale Dr. (Printed) Ft Wayne, IN 46825

COUNTERPART NO. 7

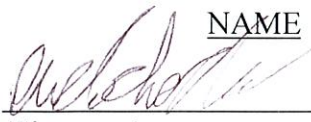
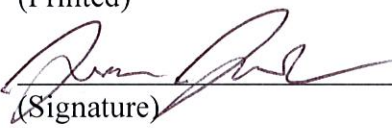
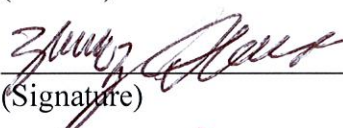
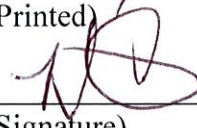

	<u>NAME</u>	<u>ADDRESS OF TAXABLE REAL PROPERTY</u>
34.	<u>Sean Kelly</u> (Signature)	<u>6119 Millhollow Lane</u>
	<u>Sean Kelly</u> (Printed)	<u>FORT WAYNE, IN 46815</u>
35.	<u>[Signature]</u> (Signature)	<u>20216 GROMEAUX RD</u>
	<u>HOLLY CONRAD</u> (Printed)	<u>MONROEVILLE, IN 46773</u>
36.	<u>[Signature]</u> (Signature)	<u>8321 STERLING WAY CT</u>
	<u>JACOB NRESE</u> (Printed)	<u>FT WAYNE INDIANA</u>
37.	<u>[Signature]</u> (Signature)	<u>5804 Inverlith Cir</u>
	<u>Bryan Heine</u> (Printed)	<u>Ft. Wayne IN 46814</u>
38.	<u>[Signature]</u> (Signature)	<u>2434 Hunter Rd</u>
	<u>Daniel Radecki</u> (Printed)	<u>Huntertown, IN 46748</u>
39.	<u>[Signature]</u> (Signature)	<u>5223 PEPPERMILL PLACE</u>
	<u>NICHOLAS P. HOFFMAN</u> (Printed)	<u>FORT WAYNE, IN 46835</u>

COUNTERPART NO. 7

ADDRESS OF TAXABLE
REAL PROPERTY

- | | NAME | ADDRESS OF TAXABLE REAL PROPERTY |
|-----|--|--|
| 40. | 
(Signature) | 4715 Stratford Rd
Ft. Wayne, IN 46807 |
| | Joseph S. Wasson
(Printed) | |
| 41. | 
(Signature) | 6022 Chadstford Dr. 46816 |
| | Am L. Willis Sr.
(Printed) | Ft. Wayne, IN |
| 42. | 
(Signature) | 2309 Foxboro Dr Ft Wayne IN 46818 |
| | Carly Baehl
(Printed) | |
| 43. | 
(Signature) | 1102 SCHLATTER RD
SPENCERVILLE IN 46788 |
| | MICHELE HALSEY
(Printed) | |
| 44. | 
(Signature) | 15105 Ehw Rd Woodburn, Ia
46799 |
| | Darrow Coburn
(Printed) | |
| 45. | 
(Signature) | 9116 Kress Rd.
FT. WAYNE, IN 46609 |
| | Jeremy Tinkel
(Printed) | |

COUNTERPART NO. 7

	<u>NAME</u>	<u>ADDRESS OF TAXABLE REAL PROPERTY</u>
46.	<u></u> (Signature) <u>Andrew Chadwell</u> (Printed)	<u>364^A Centerstone Parkway</u> <u>New Haven 46774</u>
47.	<u></u> (Signature) <u>Jason Johnson</u> (Printed)	<u>13829 Diane Plac Fort Wayne IN 46845</u>
48.	<u></u> (Signature) <u>Zachary Davis</u> (Printed)	<u>632 Northwest Passage Trail</u> <u>Fort Wayne 46825</u>
49.	<u></u> (Signature) <u>Dontavi Campbell</u> (Printed)	<u>4849 Iron Rock Chase, New Haven, IN</u> <u>46774</u>
50.	<u></u> (Signature) <u>Zach Filipiak</u> (Printed)	<u>423 Sara Dr. New Haven 46774</u>

NO
on
10

NO
on
10

COUNTERPART NO. 7

VERIFYING AFFIDAVIT

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Troy R HERSHBERGER, being first duly sworn, upon his/her oath, deposes and states that he/she circulated and signed on Line 1 the attached Counterpart of the petition addressed to the Board of Commissioners of the County of Allen, Indiana (the "Board"), petitioning the Board to enter into a lease for the financing of the acquisition, construction, improvement, and/or equipping of (i) all or any portion of any existing buildings or facilities currently owned or to be owned by Allen County, Indiana (the "County"), (ii) all or any portion of a new County jail facility, including office facilities, general administrative spaces, and other facilities relevant to the operation and maintenance of the jail facility, and (ii) any related improvements, all to be used for the purposes of providing incarceration, community corrections, or other law enforcement or criminal justice services by the County; and that all of the signatures appearing on the attached Counterpart of said petition were fixed in his/her presence, and are the true and lawful signatures of the person signing said Counterpart.

[Signature]
Signature

Troy R HERSHBERGER
Printed Name

11/13/2023
Date

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

SUBSCRIBED and SWORN TO before me, a Notary Public, in and for said County and State, this 13 day of November, 2023.



RASHEL DIAL, Notary Public
Allen County, State of Indiana
Commission Number NP0739923
My Commission Expires March 17, 2030

[Signature]
Notary Public

Printed: Rashel Dial

My Commission Expires:
3-17-2030

County of Residence:
Allen

INSTRUCTIONS RELATIVE TO CIRCULATION OF PETITION

1. The person who circulates a counterpart of a petition for the purpose of obtaining signatures must be an owner of taxable real estate located in Allen County, Indiana (the "County"), and should not be an elected official or member of the Board of Commissioners or the County Council of the County.
2. The person who circulates each counterpart and signs the verifying affidavit at the end of that petition must sign the petition. The best practice is for that person to sign that counterpart on the first line. **IT IS ESSENTIAL THAT THE VERIFYING AFFIDAVIT BE COMPLETED AND SIGNED BEFORE A NOTARY AND THAT THE NOTARY BLOCK ALSO BE COMPLETED. MAKE SURE THAT ALL TEN (10) PAGES OF EACH COUNTERPART HAVE THE SAME COUNTERPART NUMBER LISTED AT THE TOP OF EACH PAGE.**
3. Counterparts cannot be passed around from one person to another for circulation.
4. The signatures on each counterpart must be made in the presence of the person who circulates the counterpart and signs the verifying affidavit.
5. Qualified petitioners are owners of taxable real estate located in the County, as shown by the tax records in the County Auditor's office. Persons purchasing real estate on contract, heirs in estates in which the real estate has not been distributed and other persons whose ownership is not of record in the Auditor's office are not qualified petitioners.
6. One person cannot sign for another. A husband and wife owning real estate jointly are each qualified petitioners, and it is not necessary for each to sign in order for the other to constitute a valid petitioner. However, each must sign separately if the signatures are to be counted as signatures for two separate petitioners. In such cases, the wife should not sign as "Mrs. Joe Smith," but should sign her own name, thus: "Mary Smith." A person should not sign as "Mr. and Mrs. Joe Smith" or "Joe and Mary Smith," These will not be counted as valid signatures.
7. All names should be written as they appear on the tax records in the County Auditor's office, as nearly as possible.
8. Each person signing a petition must print his or her name, fill in the date he or she signs the petition and print his or her address.
9. Do not make copies of any pages of the counterparts of the petition or detach pages of the counterparts to attach to other counterparts.

PETITION OF TAXPAYERS

COUNTERPART NO. 10

TO: The Board of Commissioners of the County of Allen, Indiana

The undersigned, owners of taxable real property situated in Allen County, Indiana (the "County"), hereby petition the Board of Commissioners (the "Board") to enter into negotiations with a nonprofit building corporation (the "Building Corporation"), for the financing of all or any portion of (i) the acquisition of certain land and the courthouse of the County, located at 715 Calhoun Street, Fort Wayne, Indiana, or other facilities of the County, and (ii) the acquisition of certain land and the construction, improvement, and/or equipping of all or any portion of a new County jail facility, including office facilities, general administrative spaces, and other facilities relevant to the operation and maintenance of the jail facility, and any related improvements, to be located at 3003 Meyer Road, Fort Wayne, Indiana (collectively, the "Project"), all to be used for the purposes of providing correctional and rehabilitation services by the County, and to enter into a lease between the Building Corporation, as lessor, and the County, as lessee, for all or any portion of the Project, including the site and appurtenances thereto.

We believe that a need exists for the Project and that the County cannot provide the necessary funds to pay the cost of the Project. We urge that such action be taken as promptly as possible under the Indiana Code, Title 36, Article 1, Chapter 10, to secure the completion and leasing of the needed Project.

This petition may be circulated in several counterparts, and all such counterparts are to be considered as constituting one (1) petition.

	<u>NAME</u>	<u>ADDRESS OF TAXABLE REAL PROPERTY</u>
1.	<u><i>Thomas DeRose</i></u> (Signature)	<u>4512 Weatherside Run</u>
	<u>Thomas DeRose</u> (Printed)	<u>Ft. Wayne IN 46804</u>
2.	<u><i>Logan Wright</i></u> (Signature)	<u>9615 Saint Joseph St</u>
	<u>Logan Wright</u> (Printed)	<u>Leo, IN 46765</u>
3.	<u><i>Lara Grimes</i></u> (Signature)	<u>Ft Wayne IN 46806</u>
	<u>TARA L GRIMES</u> (Printed)	<u>3719 Congress Ave</u>

COUNTERPART NO. 10

ADDRESS OF TAXABLE
REAL PROPERTY

NAME

NO

4. Lindsay Morrison 4236 Castle Rock Dr.
(Signature)

Lindsay Morrison New Haven, IN 46774
(Printed)

NO
Rick Widman
owner

5. Casey A. Fogle 29104 Knouse Rd.,
(Signature)

Casey A. Fogle ~~Harlem, IN~~ 46783
(Printed)

6. Kevin Prizable 14032 VENTSON TRL
(Signature)

KEVIN PRIZABLE WOODBURN IN 46797
(Printed)

7. Aaron L. Colbert 3103 south county line Rd
(Signature)

AARON L. COLBERT EAST OSSIAN IN 46777
(Printed)

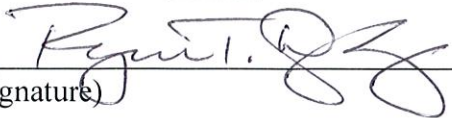

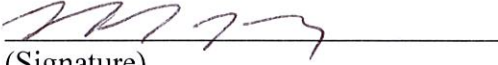


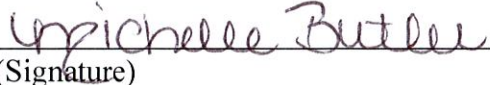
8. Zach Filipiak 423 Sara St. New Haven
(Signature)

Zach Filipiak IN. 46774
(Printed)

9. Luis Toledo 2433 E. State Blvd
(Signature)

Luis Toledo Fort Wayne, IN 46805
(Printed)

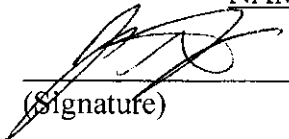
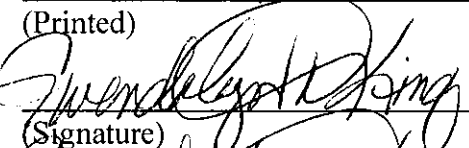

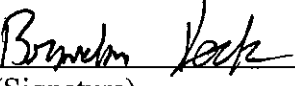
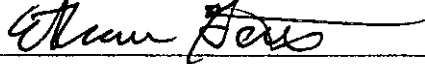

COUNTERPART NO. 10

	<u>NAME</u>	<u>ADDRESS OF TAXABLE REAL PROPERTY</u>
10.	<u></u> (Signature) <u>Ryan T. Donaghy</u> (Printed)	<u>14216 Flint Ct.</u> <u>Leo IN 46765</u>
11.	<u></u> (Signature) <u>John Wiese</u> (Printed)	<u>6030 Old Brook Dr</u> <u>Ft Wayne, IN 46835</u>
12.	<u></u> (Signature) <u>Richard T. Wauson</u> (Printed)	<u>4061 North Dr</u> <u>Ft. Wayne, IN 46815</u>
13.	<u></u> (Signature) <u>Scott Freistroffer</u> (Printed)	<u>Ft. Wayne In 46804</u> <u>1719 Lathrop DR 46808</u>
14.	<u></u> (Signature) <u>Mitchell Falkenstein</u> (Printed)	<u>5619 Hartford Dr.</u> <u>Fort Wayne, IN</u>
15.	<u></u> (Signature) <u>Michelle Butler</u> (Printed)	<u>12620 Stoneboro Ct</u> <u>Fort Wayne IN 46845</u>

?

?

COUNTERPART NO. 10

	<u>NAME</u>	<u>ADDRESS OF TAXABLE REAL PROPERTY</u>
16.	 (Signature)	10607 Trentman Rd
	Joel Elert (Printed)	Fort Wayne IN 46816
17.	 (Signature)	6124 Cherry Hill Hwy
	Wendell King (Printed)	Fort Wayne, IN 46835
18.	 (Signature)	1130 Louise Dale Dr Fort Wayne IN 46808
	Lauren Kee (Printed)	
19.	 (Signature)	4807 Royal Dr Fort Wayne IN 46835
	Brandon Kock (Printed)	
20.	 (Signature)	6109 Grayford Pl
	Ethan Geist (Printed)	Fort Wayne, IN, 46835
21.	 (Signature)	6519 BELLEFIELD DR.
	CHAD REEVES (Printed)	FORT WAYNE IN, 46835

COUNTERPART NO. 10

	<u>NAME</u>	<u>ADDRESS OF TAXABLE REAL PROPERTY</u>
22.	<u>William Gould</u> (Signature) <u>[Signature]</u>	<u>2520 Sugar Tree Dr Fort Wayne</u> 46818
	(Printed)	
23.	<u>L. P. I</u> (Signature) <u>Lloyd Pinnock</u>	<u>3114 Marias Dr., Fort Wayne</u> <u>IN 46815</u>
	(Printed)	
24.	<u>Kyle Schram</u> (Signature) <u>Kyle Schram</u>	<u>6720 Midfield Dr.</u> <u>6720 Midfield Dr.</u>
	(Printed)	
25.	<u>Anthony J. Pape</u> (Signature) <u>ANTHONY J. PAPE</u>	<u>330 DEER CLIFF RUN</u> <u>FT WAYNE, IN 46804</u>
	(Printed)	
26.	<u>Scott Utrecht</u> (Signature) <u>Scott Utrecht</u>	<u>Leo, IN</u> <u>9217 Bobcat Trail</u>
	(Printed)	
27.	<u>Cary Friess</u> (Signature) <u>CARY FRIESS</u>	<u>4630 HOLLANDER RD</u> <u>LEO IN 46765</u>
	(Printed)	

COUNTERPART NO. 10

ADDRESS OF TAXABLE
REAL PROPERTY

NAME

28. AG (Signature) 15015 Feighner Rd.

Adam Griffith (Printed) Roanoke, IN 46783

29. _____ (Signature) _____

(Printed)

30. _____ (Signature) _____

(Printed)

31. _____ (Signature) _____

(Printed)

32. _____ (Signature) _____

(Printed)

33. _____ (Signature) _____

(Printed)

COUNTERPART NO. 10

	<u>NAME</u>	<u>ADDRESS OF TAXABLE REAL PROPERTY</u>
34.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
35.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
36.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
37.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
38.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	
39.	_____	_____
	(Signature)	
	_____	_____
	(Printed)	

COUNTERPART NO. 10

	<u>NAME</u>	<u>ADDRESS OF TAXABLE REAL PROPERTY</u>
40.	_____ (Signature)	_____
	_____ (Printed)	_____
41.	_____ (Signature)	_____
	_____ (Printed)	_____
42.	_____ (Signature)	_____
	_____ (Printed)	_____
43.	_____ (Signature)	_____
	_____ (Printed)	_____
44.	_____ (Signature)	_____
	_____ (Printed)	_____
45.	_____ (Signature)	_____
	_____ (Printed)	_____

COUNTERPART NO. 10

	<u>NAME</u>	<u>ADDRESS OF TAXABLE REAL PROPERTY</u>
46.	_____ (Signature)	_____
	_____ (Printed)	_____
47.	_____ (Signature)	_____
	_____ (Printed)	_____
48.	_____ (Signature)	_____
	_____ (Printed)	_____
49.	_____ (Signature)	_____
	_____ (Printed)	_____
50.	_____ (Signature)	_____
	_____ (Printed)	_____

COUNTERPART NO. 10

VERIFYING AFFIDAVIT

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Thomas DeRose, being first duly sworn, upon his/her oath, deposes and states that he/she circulated and signed on Line 1 the attached Counterpart of the petition addressed to the Board of Commissioners of the County of Allen, Indiana (the "Board"), petitioning the Board to enter into a lease for the financing of the acquisition, construction, improvement, and/or equipping of (i) all or any portion of any existing buildings or facilities currently owned or to be owned by Allen County, Indiana (the "County"), (ii) all or any portion of a new County jail facility, including office facilities, general administrative spaces, and other facilities relevant to the operation and maintenance of the jail facility, and (ii) any related improvements, all to be used for the purposes of providing incarceration, community corrections, or other law enforcement or criminal justice services by the County; and that all of the signatures appearing on the attached Counterpart of said petition were fixed in his/her presence, and are the true and lawful signatures of the person signing said Counterpart.

Thomas DeRose
Signature

Thomas DeRose
Printed Name

07/14/2023
Date

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

SUBSCRIBED and SWORN TO before me, a Notary Public, in and for said County and State, this 14th day of July, 2023.



KAITLIN WRIGHT, Notary Public
Allen County, State of Indiana
Commission Number NP0746659
My Commission Expires February 9, 2031

Kaitlin Wright
Notary Public

Printed: KAITLIN WRIGHT

My Commission Expires:
02-09-31

County of Residence:
ALLEN COUNTY

TAB 7

RESOLUTION NO. 2023-11-16-01

**RESOLUTION OF THE COUNTY COUNCIL OF ALLEN COUNTY, INDIANA,
APPROVING A LEASE WITH THE ALLEN COUNTY, INDIANA BUILDING
CORPORATION, PLEDGING CERTAIN LOCAL INCOME TAX REVENUES TO THE
PAYMENT OF LEASE RENTALS THEREUNDER, AND APPROVING MATTERS
RELATED THERETO**

WHEREAS, Ind. Code §36-1-10-7 provides that The Board of County Commissioners of the County of Allen, Indiana (the "Board"), may not lease a structure unless the County Council of Allen County, Indiana (the "Council"), determines, after investigation, that the structure is needed; and

WHEREAS, to provide for acquisition of certain real estate in the County, including the existing Allen County Courthouse located at 715 Calhoun St, Fort Wayne, Indiana (the "Existing Real Estate"), and the real estate located at 3003 Meyer Road, Fort Wayne, Indiana (the "New Facility Real Estate"), and the financing of the acquisition, construction, improvement, and/or equipping of all or any portion of a new county jail facility to be located at the New Facility Real Estate, together with any related improvements, all to be used for the purposes of providing incarceration, community corrections, or other law enforcement or criminal justice services by Allen County, Indiana (the "Project"), the Board will consider a resolution approving the terms and conditions of a lease between a building corporation (the "Building Corporation"), as lessor, and Allen County, Indiana (the "County"), as lessee (the "Lease"), for all or a portion of the Existing Real Estate, the New Facility Real Estate, and the Project, including any appurtenances or improvements thereto; and

WHEREAS, the Building Corporation will be 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, such Lease has been presented to the Council; and

WHEREAS, the County receives revenues from the adjusted gross income tax imposed pursuant to Ind. Code §6-3.6-6-2.7, as amended, on the adjusted gross income of taxpayers in the County for correctional facilities and rehabilitation facilities in the County (the "Jail LIT Revenues"); and

WHEREAS, lease rentals under the Lease shall be payable solely from (i) the Jail LIT Revenues, (ii)) legally available revenues appropriated for such purpose, if any, in an amount not to exceed \$5,925,000 (the "County Revenues" and, together with the Jail LIT Revenues, the "Pledged Revenues"), and (iii) to the extent that the Pledged 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 Ind. Code §36-1-10-17 (the "Property Tax Revenues"); and

WHEREAS, County anticipates appropriating a portion of revenues from economic development component of the additional revenue derived from the expenditure rate under Ind. Code 6-3.6 (the "EDIT Revenues) to provide the County Revenues; however such EDIT Revenues

are not pledged to the payment of amounts due under the Lease; and

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

WHEREAS, the Council desires to pledge the Pledged 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 ALLEN COUNTY, INDIANA, AS FOLLOWS:

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 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 Ind. Code 36-1-10.

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

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

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

(b) The County shall have received a certificate prepared by an independent, qualified accountant or feasibility consultant certifying the amount of the Jail LIT Revenues estimated to be received in each succeeding year (when combined with any other revenues pledged to and projected to be available for the payment of the Lease and any Jail LIT Parity Obligations) 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, any other Jail LIT Parity Obligations then outstanding, and the proposed Jail LIT Parity Obligations for each respective year during the term of the Lease, any other Jail LIT Parity Obligations then outstanding, and the proposed Jail LIT Parity Obligations. If at the time the proposed Jail LIT Parity Obligations are issued, the Council shall have finally approved an increase

in the income tax rate, the Jail LIT Revenues estimate described in the preceding sentence may be adjusted to take the increased income tax rate into account. In preparation of such certificate, it may be assumed that the County Revenues, in an amount not to exceed \$5,925,000, will be appropriated each year for the payment of lease rentals, during the terms of the Lease. The County shall approve and confirm the figures and estimates set forth in the above-described certificate in any resolution or ordinance authorizing the Jail LIT Parity Obligations.

(c) To the extent that the Lease or any other Jail LIT Parity Obligations then-outstanding are secured by one or more reserve funds or accounts, the balance in such reserve funds is at least equal to the amount required to be maintained on deposit therein.

(d) Payments of any Jail LIT Parity Obligations shall be payable semiannually on January 1 and July 1.

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

The County may issue obligations payable from Jail LIT Revenues on a junior basis to the pledge thereof to the Lease and any Jail LIT Parity Obligations then outstanding. However, any such junior obligations shall be payable semiannually on January 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 the Pledged 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 any Jail LIT Parity Obligations respectively 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 Jail LIT 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 of the Commissioners of the County, 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 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 Reserve Requirement (as defined below). After making the required deposits into the Principal and Interest Account under Section 4(a), Pledged 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 Reserve Requirement, and (b) deposited in any reserve account established for any Jail LIT 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 Jail LIT Parity Obligations respectively

secured by the Reserve Account, (ii) 125% of the average annual debt service and lease rentals due on the Lease and any Jail LIT Parity Obligations secured by the Reserve Account, or (iii) 10% of the proceeds of the Bonds and any Jail LIT Parity Obligations secured by the Reserve Account, plus a minor portion as defined in the Code (the "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 Jail LIT 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 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 Jail LIT Parity Obligations secured by the Reserve Account.

(c) Appropriation of County Revenues. By no later than July 1 of each year, so long as the Lease remains in effect, the Auditor of the County shall certify to the Council the aggregate amount of lease rentals under the Lease coming due on July 1 of the calendar year immediately following such annual certification and on January 1 of the second calendar year following such annual certification, together with any amount necessary to restore the balance in the Reserve Account (if so established) to the Reserve Requirement. The Council shall use its best efforts to include each year as a part of the proposed annual budget for the following budget year an appropriation of revenues from one or more accounts of the County and transfer thereof to the Sinking Fund in an amount sufficient to ensure timely payment of lease rentals under the Lease, together with any amount necessary to restore the balance in the Reserve Account to the Reserve Requirement, if necessary. The Council has no legal obligation to appropriate any such legally available revenues from any fund or account of the County for such purpose, and the decision whether to make an appropriation in its annual budget for such purpose is within the sole discretion of the Council. If such amounts are so appropriated each year, such amounts constitute the County Revenues, and the Council will transfer, or cause to be transferred, any such County Revenues to the Sinking Fund at times and in amounts sufficient to pay the lease rentals due under the Lease, including any amount necessary to restore the Reserve Account, if established.

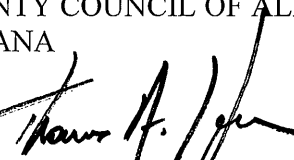
For each lease rental payment, the County shall apply all available Jail LIT Revenues to the payment of lease rentals under the Lease. Any remaining lease rentals due under the Lease shall be paid by the County from the County Revenues, if any, appropriated for such purpose. The appropriation of the County Revenues shall not be in an amount greater than \$5,925,000, even if Jail LIT Revenues are insufficient to pay lease rentals due under the Lease. The Council anticipates appropriating the EDIT Revenues to provide the County Revenues; however such EDIT Revenues are not pledged to the payment of amounts due under the Lease.

Section 5. General. Any member of the Board or the Council, the Auditor of the County, and the County Attorney are hereby authorized, empowered, and directed, on behalf of the County, to take any other action as such individual deems necessary or desirable to effectuate the foregoing resolutions, and any actions heretofore made or taken be, and hereby are, ratified and approved.

Section 6. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Council.

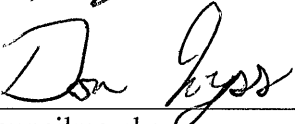
DULY ADOPTED on this 16th day of November, 2023, by the County Council of Allen County, Indiana.

COUNTY COUNCIL OF ALLEN COUNTY,
INDIANA

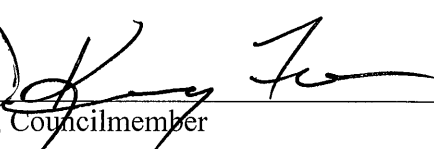
Yes 
Thomas A. Harris, President

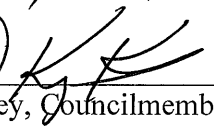
NAY
Josh L. Hale, Councilmember

Yes 
Paul W. Lagemann, Councilmember

Yes 
Don A. Wyss, Councilmember

YES 
Robert A. Armstrong, Councilmember

NO 
Ken Fries, Councilmember

NO 
Kyle Kerley, Councilmember

ATTEST:


Nicholas D. Jordan, County Auditor

DMS 40287412.3

TAB 8

Hall, Richard

From: Chris Cloud <ChrisCloud@allencounty.us>
Sent: Thursday, November 16, 2023 3:21 PM
To: Bill Fishering
Cc: Hall, Richard
Subject: [EXTERNAL] Meeting notice
Attachments: 20231116_151845.jpg; 20231116_151851.jpg; Allen County Building Corp - meeting agenda.docx

Caution: This email originated from outside the Firm.

The attached meeting notice was placed outside of Suite 410 at 3:18 p.m. on Thursday, November 16, 2023.

Notice of public meeting of Directors of the Allen County Building Corporation

a nonprofit corporation

A public meeting of the Allen County Building Corporation will be held Monday November. 20th 2023 in Conference Room Number 1, 200 E Berry Street, Suite 410, Fort Wayne, IN 46802 at 3:30 P.M. for the following purposes:

1. Adoption of bylaws.
2. Election of officers.
3. Approve form of lease and its execution.
4. Other business.

Posted and published by affixing to the entrance of Suite 410, 200 East Berry Street, Fort Wayne, Indiana 46802 this 16th day of November, 2023.

TAB 9

RESOLUTION NO. 11-17-23-03

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF ALLEN COUNTY,
INDIANA APPROVING THE FORMATION OF THE ALLEN COUNTY, INDIANA
BUILDING CORPORATION AND MATTERS RELATED THERETO**

WHEREAS, the Allen County, Indiana Building Corporation (the "Corporation") is to be incorporated to assist Allen County, Indiana (the "County"), in financing, from time to time, the construction and renovation of County facilities to be operated by the County; and

WHEREAS, the County expects to incur or has incurred preliminary costs and expenses in connection with all or any portion of (1) the financing of the acquisition by the Corporation of the existing Allen County Courthouse located at 715 Calhoun Street, Fort Wayne, Indiana, (2) the financing of the acquisition, construction, improvement, and/or equipping of all or any portion of a new county jail facility to be located at 3003 Meyer Road, Fort Wayne, Indiana, and any related improvements, all to be used for the purposes of providing incarceration, community corrections, or other law enforcement or criminal justice services by the County (clauses (i) and (ii), collectively, the "Project"); and

WHEREAS, the Board of Commissioners of the County (the "Board") desires to approve the formation of the Corporation and related matters.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF ALLEN COUNTY, INDIANA, that:

Section 1. It is hereby determined to be proper and in the public interest to approve the incorporation of the Corporation for the purpose of financing, constructing, renovating, expanding, and equipping certain County facilities and leasing the same to the County.

Section 2. The forms of the Articles of Incorporation and the Code of By-Laws of the Corporation, presented to and now before the Board, are hereby ratified and approved.

Section 3. The Board hereby ratifies and approves the appointment of **Kathy Friend**, **Robert McLinden**, and **John Stafford** as the Directors of the Corporation.

Passed and adopted by the Board of Commissioners of Allen County, Indiana on the 17th day of November, 2023.

BOARD OF COMMISSIONERS OF ALLEN
COUNTY, INDIANA



A handwritten signature in black ink, appearing to be "Dennis", written over a horizontal line.



A handwritten signature in black ink, appearing to be "Julson Letus", written over a horizontal line.



A handwritten signature in black ink, appearing to be "Rhonda Bak", written over a horizontal line.

ATTEST:



A handwritten signature in black ink, appearing to be "Chris Cloud", written over a horizontal line.

~~County Auditor~~ Allen County Deputy Auditor

TAB 10

RESOLUTION NO. 11-17-23-04

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF ALLEN COUNTY,
INDIANA, APPROVING THE TERMS AND CONDITIONS REGARDING THE
LEASING OF A CERTAIN JAIL FACILITY AND TAKING OTHER ACTIONS
REGARDING THE PROPOSED LEASE**

WHEREAS, the Board of Commissioners (the "Board") of Allen County, Indiana (the "County"), has considered entering into negotiations with the Allen County, Indiana Building Corporation (the "Corporation") for (1) the financing of the acquisition by the Corporation of the existing Allen County Courthouse located at 715 Calhoun Street, Fort Wayne, Indiana (the "Existing Real Estate"), (2) the financing of the acquisition, construction, improvement, and/or equipping of all or any portion of a new county jail facility to be located at 3003 Meyer Road, Fort Wayne, Indiana, and any related improvements, all to be used for the purposes of providing incarceration, community corrections, or other law enforcement or criminal justice services by the County (the "New Facility Real Estate"), and (3) a lease between the Corporation, as lessor, and the County, as lessee, for all or a portion of both of the Existing Real Estate and the New Facility Real Estate, including the site and the appurtenances thereto (the "Premises") (clauses (1), (2), and (3) collectively, the "Project"); and

WHEREAS, the Board finds that a need exists for the Project, and that the County cannot provide the necessary funds to pay the costs of the Project to meet such needs; and

WHEREAS, the 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, it is deemed desirable to proceed with the necessary negotiations and all other steps looking toward the completion of the Project; and

WHEREAS, there have been prepared drawings, plans, specifications, and estimates for the costs of the Project; and

WHEREAS, said drawings, plans, and specifications will be submitted to the agencies designated by law to pass on plans and specifications for such buildings, and the estimates for the costs of the Project have been submitted to and now meet with the approval of this Board; and

WHEREAS, it now appears to this Board that said drawings, plans, specifications, and estimates provide for the new county jail facility; and

WHEREAS, this Board now desires, to the extent permitted by law, to take all of the necessary steps to enter into a lease, and there has been prepared and submitted to the members of the Board a proposed form of the lease (the "Lease"), by and between the Corporation, as lessor, and the County, as lessee, to include the lease of all or any portion of the Premises in accordance with the terms and conditions set forth in this resolution and in the Lease; and

WHEREAS, lease rentals under the Lease shall be payable solely from (i) adjusted gross income tax imposed pursuant to Ind. Code §6-3.6-6-2.7, as amended, on the adjusted gross income

of taxpayers in the County for correctional facilities and rehabilitation facilities in the County (the "Jail LIT Revenues"), (ii) legally available revenues appropriated for such purpose, if any, in an amount not to exceed \$5,925,000 (the "County Revenues" and, together with the Jail LIT Revenues, the "Pledged Revenues"), and (iii) to the extent that the Pledged 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 Ind. Code §36-1-10-17, as amended (the "Property Tax Revenues"); and

WHEREAS, based on the estimated amount of future Pledged Revenues, the County reasonably expects all lease rentals to be paid from Pledges Revenues, and not paid from Property Tax Revenues.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF ALLEN COUNTY, INDIANA, that:

Section 1. Need exists for the Project, and the Project cannot be provided from any funds available to the County, and this Board shall proceed to take such steps as may be necessary to secure (1) the acquisition of all or any portion of the Premises by the Corporation, (2) the payment of all costs of the Project and all of the costs associated therewith by the Corporation and the County, and (3) the leasing of all or any portion of the Premises by the Corporation to the County as provided by Indiana Code 36-1-10, as amended, with a term not to exceed twenty (20) years from the date the Bonds are issued, for an annual lease rental not to exceed \$22,220,000.

Section 3. The Project is in the public interest of the citizens of the County and is a proper public purpose for which this Board agrees to cooperate with the Corporation and assist it in fulfilling the requirements of all agencies, including the federal, state, and city governments.

Section 4. The Corporation, being duly organized to conduct business, may issue, sell and deliver its bonds (the "Bonds"), pursuant to the applicable laws of the State of Indiana, may encumber any real property or equipment acquired by it for the purpose of financing the Project and may enter into contracts for the sale of the Bonds and the acquisition and construction of said new county jail facility and the site thereof.

Section 5. Upon the redemption or retirement of the Bonds to be issued by the Corporation in connection with the financing of the Project or, with respect to the Existing Real Estate, such earlier time as agreed to by the Corporation and the County, the County will accept all or any portion of the Premises from the Corporation, as existing or as constructed, free and clear of all liens and encumbrances thereon, except as otherwise provided therefor in the Lease.

Section 6. The County shall apply the proceeds received by the County from the sale of all or any portion of the Premises to the Corporation to the costs of all or any portion of the Project not funded by the Corporation.

Section 7. The terms and conditions of the proposed form of the Lease and the plans, drawings, specifications, and estimates of the Project are hereby approved and agreed to as the basis for a hearing as required by law, and such hearing shall be held by this Board upon the necessity for the execution of the Leases and whether the lease rental provided therein is a fair and reasonable rental for all or any portion of the Premises prior to the final determination of such

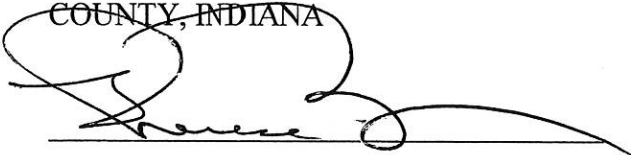
questions so that this Board may determine whether to execute the Lease as now written or as modified hereafter by agreement of the parties prior to execution, and the President of the Board is hereby authorized to call said hearing, at such date, time, and location, as determined by the President of the Board.

Section 8. Any member of the Board or officer or attorney of the County is authorized pursuant to Ind. Code §36-1-10-11, to appoint appraisers (the "Appraisers") to determine the fair market value of the New Facility Real Estate upon which the Project will be constructed and the Existing Real Estate. Following the issuance of each series of the Bonds and upon receipt of cash in an amount not less than the amount fixed by the Appraisers as the fair market value of the New Facility Real Estate and the Existing Real Estate, the President of the Board is hereby authorized and directed, in the name and on behalf of the County, to execute and deliver one or more special warranty deeds conveying title to all or a portion of the New Facility Real Estate and the Existing Real Estate to the Corporation.

Section 9. Any officer of the County is hereby authorized, empowered and directed, on behalf of the County to publish notices of said public hearings and to take any other action as such officer deems necessary or desirable to effectuate the foregoing resolutions, and any such publication or other actions heretofore made or taken be, and hereby are, ratified and approved.

Passed and adopted by the Board of Commissioners of Allen County, Indiana on the 17th day of November, 2023.

BOARD OF COMMISSIONERS OF ALLEN COUNTY, INDIANA



ATTEST:


County Auditor Allen County Deputy Hearing

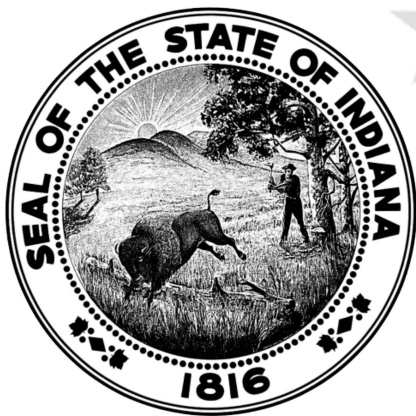
TAB 11

State of Indiana
Office of the Secretary of State

Certificate of Incorporation
of
ALLEN COUNTY, INDIANA BUILDING CORPORATION

I, DIEGO MORALES, Secretary of State, hereby certify that Articles of Incorporation of the above Domestic Nonprofit Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Code.

NOW, THEREFORE, with this document I certify that said transaction will become effective Monday, November 20, 2023.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, November 20, 2023

Diego Morales

DIEGO MORALES
SECRETARY OF STATE

202311201742058 / 10107877

To ensure the certificate's validity, go to <https://bsd.sos.in.gov/PublicBusinessSearch>

ARTICLES OF INCORPORATION

ALLEN COUNTY, INDIANA BUILDING CORPORATION

The undersigned incorporator, desiring to form a corporation (the "Corporation") pursuant to the provisions of the Indiana Nonprofit Corporation Act of 1991, as amended, Indiana Code 23-17 (the "Act"), executes the following Articles of Incorporation:

ARTICLE 1

Name

Section 1.01. Name. The name of this Corporation is:

Allen County, Indiana Building Corporation

ARTICLE 2

Purposes and Powers

Section 2.01. Type of Corporation. This Corporation is a public benefit corporation.

Section 2.02. General Purpose. The Corporation is organized solely for the purpose of assisting Allen County, Indiana with the financing of its county facilities through the acquisition and owning in fee simple of an existing county building or buildings and the land upon which such is located, the acquisition and owning in fee simple of a site or sites appropriate for a new county building or buildings, constructing and equipping a suitable county building or buildings on such site or sites, renovating or expanding an existing county building or buildings, and leasing the same to Allen County, Indiana, or its successor municipal corporation, collecting the rentals therefor and applying the proceeds thereof in a manner consistent with Indiana Code 36-1-10, entirely without profit to the Corporation, its officers, directors, or incorporators, other than the return of capital actually invested.

Section 2.03. Nonprofit Purposes.

(a) The Corporation is organized exclusively for the promotion of social welfare and is not organized for profit, all within the meaning of Section 501(c)(4) of the Internal Revenue Code of 1986, as amended (the "Code"). No part of the net earnings of the Corporation shall inure to the benefit of any Director or Officer of the Corporation or to any private individual, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered by a Director, Officer, or employee and to pay principal and interest at a reasonable rate not exceeding current market rates on funds loaned or advanced by a Director or Officer to the Corporation.

(b) The Corporation shall not engage in carrying on propaganda, or otherwise attempting, to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of (or in

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opposition to) any candidate for public office. The Corporation shall not be operated as a social club for benefit, pleasure, or recreation of its members.

(c) Notwithstanding any other provision of these Articles of Incorporation, the Corporation shall not carry on any activities nor exercise any power or authority in any manner or for any purpose whatsoever which may jeopardize the status of the Corporation as an exempt organization under Section 501(c)(4) of the Code, or any corresponding provisions of any subsequent federal tax laws.

Section 2.04. Powers. In furtherance of the purposes hereinabove set forth and subject to any limitation or restriction imposed by the Act, Indiana Code 36-1-10, any other law or these Articles of Incorporation, the Corporation shall have all the general rights, privileges, and powers granted to corporations by the Act.

ARTICLE 3

Registered Office and Registered Agent

Section 3.01. Registered Office. The street address of the registered office of the Corporation is:

200 E Berry Street, Suite 410
Fort Wayne, Indiana 46802

Section 3.02. Registered Agent. The name of the registered agent of the Corporation at the registered office is:

Laura Maser

The undersigned represents that the registered agent named above has consented to such appointment.

ARTICLE 4

Members

Section 4.01. Membership. The Corporation shall not have members.

ARTICLE 5

Incorporator

Section 5.01. Name and Address of Incorporator. The name and address of the incorporator are as follows:

G. William Fishing
Beers Mallers, LLP
110 W Berry Street, Suite 1100
Fort Wayne, Indiana 46802

ARTICLE 6

Provisions for Regulation of Business and Conduct of Affairs of the Corporation

Section 6.01. Management of Corporation. The affairs of the Corporation shall be managed by the Board of Directors of the Corporation.

Section 6.02. Indemnification. Directors and Officers of the Corporation shall be indemnified to the fullest extent now or hereafter permitted by law in connection with any actual or threatened action or proceeding (including civil, criminal, administrative or investigative proceedings) arising out of their service to the Corporation or to another organization at the Corporation's request. Persons who are not Directors or Officers of the Corporation may be similarly indemnified in respect of such service to the extent authorized at any time by the Board of Directors. The provisions of this Section shall be applicable to actions or proceedings commenced after the adoption hereof, whether arising from acts or omissions occurring before or after the adoption hereof, and to persons who have ceased to be Directors, Officers, or employees, and shall inure to the benefit of their heirs, executors and administrators.

Section 6.03. Code of By-Laws. The Board of Directors of the Corporation shall have the power to make, alter, amend, or repeal the Code of By-Laws of the Corporation; provided, that notwithstanding anything herein to the contrary, any amendment is subject to approval in writing by a majority of the members of the Board of Commissioners of the County of Allen, Indiana.

Section 6.04. Amendment of Articles of Incorporation. The Corporation reserves the right to amend, alter, change, or repeal any provisions contained in the Articles of Incorporation or in any amendment hereto, in any manner now or hereafter prescribed or permitted by the Act or any amendment thereto; provided, nevertheless, that such power of amendment shall not authorize any amendment which would have the effect of disqualifying this Corporation as an exempt organization under the provisions of Section 501(c)(4) of the Code, or such equivalent provision as may hereafter exist from time to time; and provided that, notwithstanding anything herein to the contrary, any amendment is subject to approval in writing by a majority of the members of the Board of Commissioners of the County of Allen, Indiana.

ARTICLE 7

Dissolution

Section 7.01. Dissolution. Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the Corporation, dispose of all of the assets of the Corporation exclusively for the purposes of the Corporation in such manner or to such organization or organizations organized and operated exclusively for civic purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(4) of the Code, or any corresponding provisions of any subsequent federal tax laws, or to Allen County, Indiana, for a public purpose.

ARTICLE 8

Board of Directors


Section 8.01. Initial Directors. The following individuals shall serve as the initial Board of Directors of the Corporation:

Kathy Friend

Bob McLinden

John Stafford

IN WITNESS WHEREOF, the undersigned, being the Incorporator designated in Article 5, executes these Articles of Incorporation this 16 day of November, 2023.



G. William Fishering, Incorporator

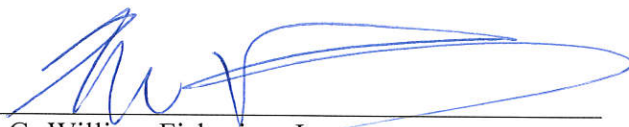
TAB 12

CALL OF SPECIAL MEETING

TO: ALL MEMBERS OF THE BOARD OF DIRECTORS OF THE
ALLEN COUNTY, INDIANA BUILDING CORPORATION

YOU ARE HEREBY NOTIFIED that the Board of Directors of the Allen County, Indiana Building Corporation (the "Corporation") will meet for a special meeting on Monday, November 20, 2023, at 3:30 p.m., local time, in Conference Room Number 1, 200 E Berry Street, Suite 410, Fort Wayne, Indiana 46802.

The purposes of said meeting are to consider (i) approving the form of a proposed lease between the Corporation and Allen County, Indiana, for certain real estate and improvements thereon, and (ii) conducting any and all other business as may properly come before said meeting.



G. William Fishering, Incorporator

WAIVER OF NOTICE

We, the undersigned members of the Board of Directors of the Allen County, Indiana Building Corporation, hereby waive formal notice of the special meeting of the Board of Directors to be held on November 20, 2023.

11/20/23
Date: November 20, 2023

Kathy Friend
Kathy Friend

11/20/23
Date: November 20, 2023

Bob McLinden
Bob McLinden

11/20/23
Date: November 20, 2023

John Stafford
John Stafford

TAB 13

**RESOLUTIONS OF THE INITIAL MEETING
OF THE BOARD OF DIRECTORS OF THE
ALLEN COUNTY, INDIANA BUILDING CORPORATION**

WHEREAS, the Allen County, Indiana Building Corporation (the “Corporation”) was established as a nonprofit corporation operating pursuant to the provisions of the Indiana Nonprofit Act of 1991, as amended, Indiana Code 23-17 (the “Act”); and

WHEREAS, it is necessary for the Board of Directors of the Corporation (the “Board”) to adopt certain resolutions regarding the Corporation, including the approval of the Articles of Incorporation, the approval of the Code of By-Laws, and the election of officers.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ALLEN COUNTY, INDIANA BUILDING CORPORATION, as follows:

SECTION 1. Articles of Incorporation. The Articles of Incorporation of the Corporation are hereby ratified and approved and that copies of such shall be made a part of the official corporate Minutes Book of the Corporation. All action heretofore or hereafter taken by the Incorporator in executing and filing with the Secretary of State of the State of Indiana of the Articles of Incorporation of the Corporation and other actions related to the formation of the Corporation are hereby approved, ratified, and confirmed.

SECTION 2. Code of By-Laws. The Code of By-Laws of the Corporation, presented at this meeting, is hereby approved and adopted and declared to be the Code of By-Laws of the Corporation. A copy thereof shall be made a part of the official corporate Minutes Book and be placed in the corporate Minutes Book immediately following the Articles of Incorporation of the Corporation.

SECTION 3. No Members. There shall be no members of the Corporation.

SECTION 4. Officers. The following officers are elected to the office indicated after the name of each for the term provided in the Code of By-Laws:

<u>John Stafford</u>	President
<u>Robert McLinden</u>	Vice President
<u>Kathy Friend</u>	Secretary/Treasurer

SECTION 5. Payment of Expenses of the Corporation. The Secretary/Treasurer of the Corporation is hereby authorized and instructed to pay from the Corporation’s funds, all expenses properly incurred by the Corporation, including all expenses incurred in connection with the incorporation of the Corporation.

SECTION 6. Tax-Exempt Status. The officers of the Corporation shall be, and hereby are, authorized to apply at such time as the officers deem appropriate, for a determination of the Corporation’s exempt status for purposes of federal, state, and local taxation.

SECTION 7. Other Actions. Any member of the Board is hereby authorized and directed, in the name and on behalf of the Corporation, to execute and deliver such documents and to take such actions as such member deems necessary or desirable to effect the foregoing resolution, and any such documents heretofore executed and delivered and any such actions heretofore taken be, and hereby are, ratified and approved.

ADOPTED this 20 day of November, 2023.

BOARD OF DIRECTORS OF THE
ALLEN COUNTY, INDIANA BUILDING CORPORATION



Kathy Friend



Bob McLinden



John Stafford

TAB 14

**RESOLUTIONS OF A SPECIAL MEETING OF
THE BOARD OF DIRECTORS OF THE
ALLEN COUNTY, INDIANA BUILDING CORPORATION**

WHEREAS, on November 17, 2023, the Board of Commissioners of the County of Allen, Indiana (the “Commissioners”), adopted a resolution approving (1) the financing of the acquisition by the Allen County, Indiana Building Corporation (the “Corporation”) of the existing Allen County Courthouse located at 715 Calhoun Street, Fort Wayne, Indiana (the “Existing Real Estate”), (2) the financing of the acquisition, construction, improvement, and/or equipping of all or any portion of a new county jail facility to be located at 3003 Meyer Road, Fort Wayne, Indiana, and any related improvements, all to be used for the purposes of providing incarceration, community corrections, or other law enforcement or criminal justice services by the County (the “New Facility Real Estate”), and (3) a lease between the Corporation, as lessor, and the County, as lessee, for all or a portion of both of the Existing Real Estate and the New Facility Real Estate, including the site and the appurtenances thereto (the “Premises”) (clauses (1), (2), and (3) collectively, the “Project”); and

WHEREAS, the Corporation was established as a nonprofit corporation operating pursuant to the provisions of the Indiana Nonprofit Act of 1991, as amended, Indiana Code 23-17 (the “Act”) 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, the Board of Directors of the Corporation (the “Board”) now desires, to the extent permitted by law, to take all of the necessary steps to enter into a lease, and there has been prepared and previously submitted to the members of the Board a proposed form of the lease (the “Lease”), by and between the Corporation, as lessor, and the County, as lessee, to include the lease of all or any portion of the Premises in accordance with the terms and conditions set forth the Lease.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ALLEN COUNTY, INDIANA BUILDING CORPORATION, as follows:

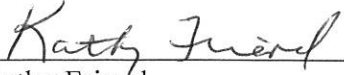
SECTION 1. Approval of the Lease. The form of the Lease is hereby approved, and the President or any other officer of the Corporation is hereby authorized and directed to execute and deliver the Lease, with such changes to the Lease as such officer deems necessary or advisable, in the name and on behalf of the Corporation. The Secretary/Treasurer or any other officer of the Corporation is hereby authorized and directed to attest such execution and delivery, and any such execution and/or attestation heretofore effected are hereby ratified and approved.

SECTION 2. Other Actions. Any member of the Board or officer of the Corporation is hereby authorized and directed, in the name and on behalf of the Corporation, to execute and deliver such documents and to take such actions as such member deems necessary or desirable to effect the foregoing resolutions, and any such documents heretofore executed and delivered and any such actions heretofore taken are hereby ratified and approved.

SECTION 3. Any and all legal requirements necessary to effect the foregoing resolutions are hereby waived in their entirety.

ADOPTED this 20 day of November, 2023.

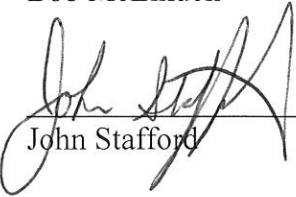
BOARD OF DIRECTORS OF THE
ALLEN COUNTY, INDIANA BUILDING CORPORATION



Kathy Friend



Bob McLinden



John Stafford

TAB 15

CODE OF BY-LAWS

ALLEN COUNTY, INDIANA BUILDING CORPORATION

ARTICLE I

Identification

The name of the Corporation is Allen County, Indiana Building Corporation (the “Corporation”).

ARTICLE II

Membership

The Corporation shall not have members.

ARTICLE III

Board of Directors

Section 3.01. Functions. The business, property, and affairs of the Corporation shall be managed and controlled by a Board of Directors as from time to time constituted.

Section 3.02. Number. There shall be three (3) Directors of the Corporation, which number may from time to time be increased or decreased by resolution adopted by not less than a majority of the Board of Directors, subject to the limitation that the Board shall never be reduced to less than three (3) nor increased to more than seven (7) Directors. In the event the number of Directors is increased as provided herein, the appointment of the additional Director or Directors shall be by the Board of Commissioners of the County of Allen, Indiana (the “Commissioners”). Except as otherwise provided in these By-Laws, all members of the Board of Directors shall have and be subject to the same and equal qualifications, rights, privileges, duties, limitations, and restrictions.

Section 3.03. Election. The Board of Directors shall be appointed by the Commissioners annually prior to the date of the annual meeting of the Board of Directors provided in this Article. No member of the Commissioners or the County Council of Allen County, Indiana shall be appointed to the Board of Directors.

Section 3.04. Term. Each member of the Board of Directors shall serve for a term of one (1) year or until his/her successor is appointed and qualified, or until he/she has resigned, been removed, or dies. Incumbent Directors shall be eligible for re-appointment and the number of years a person may serve as a Director is not limited.

Section 3.05. Vacancies. Any vacancy among the Directors caused by death, resignation, removal, or otherwise may be filled by the Commissioners. A Director appointed to fill a vacancy shall hold office until the expiration of the term of the Director causing the vacancy and until his/her successor shall be appointed and qualified.

Section 3.06. Resignation. Any Director may resign at any time by giving written notice of such resignation to the Board of Directors, the President or the Secretary of the Corporation, and to the Commissioners. Such resignation shall take effect when the notice is effective unless the notice specifies a later effective date. The acceptance of a resignation shall not be necessary to make it effective.

Section 3.07. Removal. Any Director may be removed, with or without cause, by the Commissioners.

Section 3.08. Meetings. All meetings of the Board of Directors shall be held either at the registered office of the Corporation in the State of Indiana, or at such other place within or without the State of Indiana as may be designated by the Board of Directors and specified in the respective notices or waivers of notice thereof. An annual meeting of the Board of Directors shall be held within six (6) months after the close of the fiscal year of the Corporation as designated by the Board of Directors and specified in the respective notices or waivers of notice thereof, for the purpose of organization, election of officers, and consideration of any other business that may properly be brought before the meeting. If such meeting is not held as above provided, the election of officers may be held at any subsequent meeting of the Board of Directors specifically called in the manner set forth herein. The Board of Directors may provide by resolution the time and place, either within or without the State of Indiana, for the holding of additional regular meetings of the Board without other notice than such resolution. Special meetings of the Board of Directors may be called by the President, and shall be called by order thereof upon the written request of at least two Directors, which request shall set forth the business to be conducted at such meeting.

Section 3.09. Notice of Meetings. Notice of all meetings of the Board of Directors, except as herein otherwise provided, shall be given by mailing the same or by telephoning or telegraphing or delivering personally the same at least two (2) days before the meeting to the usual business or residence address of the Director as shown upon the records of the Corporation. Notice of any meeting of the Board of Directors may be waived in a document filed with the Secretary/Treasurer by any Director. Attendance at any meeting of the Board of Directors shall constitute a waiver of notice of that meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 3.10. Quorum. A quorum of the Board of Directors at any annual, regular, or special meeting of the Board of Directors shall be a majority of the duly qualified members of the Board of Directors then occupying office, but in no case shall there be less than two (2) Directors present. The act of a majority of the Directors present at a meeting who constitute a quorum shall be the act of the Board of Directors.

Section 3.11. Committees. The Board of Directors may, by resolution adopted by a majority of the Board, designate one or more committees, each of which shall consist of two or more Directors, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the Corporation. Other committees not having and exercising the authority of the Board of Directors in the management of the Corporation may be designated by a resolution adopted by a majority of the Directors present at the meeting at which a quorum is present. The designation of any such committee and the delegation thereof of authority shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed upon it or him/her by law.

Section 3.12. Open Meetings. To the extent required by law, all provisions of the Code of By-Laws regarding the conduct of meetings and notice of meetings shall be subject to the provisions of the Indiana Open Door Law.

ARTICLE IV

Officers

Section 4.01. Officers and Agents. The officers of the Corporation shall consist of a President, one or more Vice-Presidents, a Secretary/Treasurer, and such other officers as the Board of Directors may, by resolution, designate from time to time. Any two (2) or more offices may be held by the same person. The Board of Directors may, by resolution, create, appoint and define the duties and fix the compensation of such officers and agents as, in its discretion, is deemed necessary, convenient, or expedient for carrying out the purposes for which the Corporation is formed; provided, however, that officers and agents shall be compensated, if at all, only for actual services performed on behalf of the Corporation.

Section 4.02. Election, Term of Office and Qualification. All officers shall be chosen annually by the Board of Directors at the annual meeting of the Board of Directors. Each officer shall hold office (unless he/she resigns, is removed, or dies) until the next annual meeting of the Board of Directors or until his/her successor is chosen and qualified.

Section 4.03. Vacancies. In the event an office of the Corporation becomes vacant by death, resignation, retirement, disqualification, or any other cause, the Board of Directors shall elect a person to fill such vacancy, and the person so elected shall hold office and serve until the next annual meeting of the Board of Directors or until his/her successor is elected and qualified, or until his/her resignation or removal.

Section 4.04. President. The President shall preside at all meetings of the Board of Directors; shall appoint the chairperson and members of all standing and temporary committees, subject to the review of the Board of Directors; shall be the chief executive officer of the Corporation; shall have and exercise general charge and supervision of the affairs of the Corporation; and shall do and perform such other duties as this Code of By-Laws provides or as may be assigned to him/her by the Board of Directors.

Section 4.05. Vice-President. The Vice-Presidents, in the order designated by the President or the Board, shall exercise and perform all powers of, and perform duties incumbent

upon, the President during his/her absence or disability and shall exercise and perform such other powers and duties as this Code of By-Laws, the Board, or the President may prescribe.

Section 4.06. Secretary/Treasurer. The Secretary/Treasurer shall have the custody and care of the corporate records and the minutes book of the Corporation; shall attend all the meetings of the Board of Directors of the Corporation, and shall keep, or cause to be kept in a book provided for the purpose, a true and complete record of the proceedings of such meetings, and shall perform a like duty for all standing committees of the Board of Directors when required; shall attend to the giving and serving of all notices of the Corporation; shall file and take care of all papers and documents belonging to the Corporation; shall authenticate records of the Corporation as necessary; shall keep correct and complete records of account, showing accurately at all times the financial condition of the Corporation; shall be the legal custodian of all monies, notes, securities, and other valuables which may from time to time come into the possession of the Corporation; shall immediately deposit all funds of the Corporation coming into his/her hands in some reliable bank or other depository to be designated by the Board of Directors, and shall keep such bank account in the name of the Corporation; shall furnish at meetings of the Board of Directors, or whenever requested, a statement of the financial condition of the Corporation; and shall perform such other duties as may be required by the Code of By-Laws or as may be prescribed by the Board of Directors or the President.

Section 4.07. Assistant Officers. The Board of Directors may from time to time designate assistant officers who shall exercise and perform such powers and duties as the officers whom they are elected to assist shall specify and delegate to them, and such other powers and duties as may be prescribed by the Code of By-Laws, the Board of Directors, or the President.

Section 4.08. Removal. Any officer may be removed from office, with or without cause, by the Board of Directors.

Section 4.09. Resignations. Any officer may resign at any time by delivering notice to the Board of Directors, the President, or the Secretary. A resignation is effective when the notice is effective unless the notice specifies a later effective date.

ARTICLE V

Loans to Officers and Directors

The Corporation shall not lend money to or guarantee the obligations of any officer or Director of the Corporation.

ARTICLE VI

Fiscal Year

The fiscal year of the Corporation shall begin on the first day of January of each year and end on the last day of December of each year.

ARTICLE VII

Prohibited Activities

Notwithstanding any other provision of this Code of By-Laws, no Director, officer, employee, or agent of this Corporation shall take any action or carry on any activity by or on behalf of the Corporation not permitted to be taken or carried on by an organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, as amended, or any successor provision or provisions thereto.

ARTICLE VIII

Amendments

The power to make, alter, amend, or repeal the Code of By-Laws is vested in the Board of Directors, subject to the provisions of Section 6.03 of the Articles of Incorporation of the Corporation, which power shall be exercised by affirmative vote of a majority of the Directors; provided, however, that the proposed amendment shall be included in the notice of such meeting. If notice of a proposed amendment to the Code of By-Laws is included in the notice of any meeting of the Board of Directors, it shall be in order to consider and adopt at that meeting any amendment to the Code of By-Laws dealing with the subject matter with which the proposed amendment is concerned.

TAB 16



INTERIM AD DRAFT

This is the proof of your ad scheduled to run in **Journal Gazette**.

Notice ID: xnWMGyWKqm5cTwFwFI6q | **Proof Updated: Nov. 17, 2023 at 03:04pm EST**
Notice Name: hearing on proposed lease

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NOTICE OF HEARING ON PROPOSED LEASE BETWEEN ALLEN COUNTY, INDIANA BUILDING CORPORATION AND ALLEN COUNTY, INDIANA

You are hereby notified that on Friday, December 1, 2023, the Board of Commissioners of Allen County, Indiana, will hold a public hearing on a proposed lease to be entered into between the Allen County, Indiana Building Corporation (the "Corporation"), as lessor, and Allen County, Indiana (the "County"), as lessee (the "Lease"), with respect to the financing of the acquisition by the Corporation of the existing Allen County Courthouse located at 715 Calhoun Street, Fort Wayne, Indiana (the "Existing Real Estate"), and the financing of the acquisition, construction, improvement, and/or equipping of all or any portion of a new county jail facility to be located at 3003 Meyer Road, Fort Wayne, Indiana, and any related improvements, all to be used for the purposes of providing incarceration, community corrections, or other law enforcement or criminal justice services by the County (the "New Facility Real Estate") (clauses (1) and (2), collectively, the "Project").

Such public hearing will be held at 10:00 a.m., local time, on Friday, December 1, 2023, at Citizens Square, 200 E. Berry Street, Room 035, Fort Wayne, Indiana 46802.

The leased premises (the "Premises") under the proposed lease consists of the Existing Real Estate, the New Facility Real Estate, and the Project. The proposed lease is for a term of up to twenty (20) years commencing on the date of issuance of bonds of the Corporation to finance the Project (the "Bonds"). The annual lease rental will not exceed Twenty-Two Million Two Hundred Twenty Thousand Dollars (\$22,220,000) payable in semiannual installments on January 1 and July 1 of each year during the term of the Lease. Each rental installment shall be based on the value of the portion of the Premises which will be complete and ready for use and occupancy by the County at the time such semi-annual installment is made. As additional rental, the County shall maintain insurance on the Premises as required in the Lease and shall pay all taxes and assessments against such property, as well as the cost of alterations and repairs. After a sale of the Bonds, the yearly rental, payable in semiannual installments on each January 1 and July 1, shall be reduced to the multiple of \$1,000 next higher than the principal and interest due on the Bonds in each twelve month period commencing on July 1, plus \$5,000, payable in such semiannual installments. The County shall pay such lease rentals solely from (i) the adjusted gross income tax imposed pursuant to Ind. Code §6-3-6-2.7, as amended, on the adjusted gross income of taxpayers in the County for correctional facilities and rehabilitation facilities in the County (the "Jail LIT Revenues"), (ii) legally available revenues appropriated for such purpose including, but not limited to, revenues from the economic development component of the additional revenue derived from the expenditure rate under Ind. Code 6-3-6, if any, in an amount not to exceed Five Million Nine Hundred Twenty-Five Thousand (\$5,925,000) (the "County Revenues" and, together with the Jail LIT Revenues, the "Pledged Revenues"), and (iii) to the extent that the Pledged 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 Ind. Code §36-1-10-17 (the "Property Tax Revenues"). The County reasonably expects all lease rentals to be paid from the Pledged Revenues, and not paid from the Property Tax Revenues.

The lease gives an option to the County to purchase the Premises. The Project will be used for the purposes of providing incarceration, community corrections, or other law enforcement

or criminal justice services by the County.

The drawings, plans, specifications, and related information, including the estimates for the cost of providing the Project, as well as a copy of the proposed Lease, are available for inspection by the public during normal business hours, at the office of the Allen County Auditor, 1 E. Main Street, Rousseau Centre, Suite 102, Fort Wayne, Indiana 46802.

At such hearing, all persons interested shall have a right to be heard upon the necessity for the execution of the Lease, and upon whether the lease rental provided for therein to be paid by the County to the Corporation is a fair and reasonable rental for the Premises. Such hearing may be adjourned to a later date or dates. Following such hearing, the Board of Commissioners may authorize the execution of the Lease as originally agreed upon, rescind the proposed Lease, or make modifications therein as may be agreed upon with the Corporation, but in no event may the rental exceed the amounts set forth in this notice. The Board of Commissioners may approve the execution of the Lease if it finds that the service to be provided throughout the term of the Lease will serve the public purpose of the County and is in the best interests of its residents.

Dated this 21st day of November, 2023.

BOARD OF COMMISSIONERS OF ALLEN COUNTY, INDIANA

11-21 hspaxlp

TAB 17

RESOLUTION NO. 12-01-23-05

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEN, INDIANA, RECEIVING AND APPROVING THE PETITION OF TAXPAYERS REQUESTING THE LEASING OF CERTAIN COURT AND OTHER CRIMINAL JUSTICE FACILITIES AND APPROVING EXECUTION OF A LEASE AND RELATED MATTERS

WHEREAS, a petition signed by fifty (50) or more taxpayers of the County of Allen, Indiana (the "County"), has been filed with the Board of Commissioners of the County (the "Board") requesting the Board (1) to enter into negotiations with the Allen County, Indiana Building Corporation (the "Building Corporation") for the financing of the acquisition of certain real estate including all or a portion of existing Allen County Courthouse located at 715 Calhoun Street, Fort Wayne, Indiana (the "Existing Real Estate"), (2) to enter into negotiations with the Building Corporation for the financing of the acquisition, construction, improvement, and/or equipping of all or any portion of a new county jail facility to be located at 3003 Meyer Road, Fort Wayne, Indiana, and any related improvements, all to be used for the purposes of providing incarceration, community corrections, or other law enforcement or criminal justice services by the County (the "New Real Estate"), and (3) to enter into a lease between the Corporation, as lessor, and the County, as lessee, for all or a portion of (i) the Existing Real Estate, including the site and appurtenances thereto, and (ii) the New Real Estate, including the site and the appurtenances thereto (subclauses (3)(i) and (3)(ii), collectively, the "Premises") (clauses (1), (2) and (3), collectively, the "Project"); and

WHEREAS, such petition has been carefully considered and investigations have been conducted by this Board; and

WHEREAS, the Board has previously examined and approved a form of lease (the "Lease") with the Building Corporation for the financing of the Project; and

WHEREAS, lease rentals under the Lease shall be payable solely from (i) the adjusted gross income tax imposed pursuant to Ind. Code §6-3.6-6-2.7, as amended, on the adjusted gross income of taxpayers in the County for correctional facilities and rehabilitation facilities in the County (the "Jail LIT Revenues"), (ii) legally available revenues appropriated for such purpose including, but not limited to, revenues from the economic development component of the additional revenue derived from the expenditure rate under Ind. Code 6-3-6, if any, in an amount not to exceed Five Million Nine Hundred Twenty-Five Thousand Dollars (\$5,925,000) (the "County Revenues" and, together with the Jail LIT Revenues, the "Pledged Revenues"), and (iii) to the extent that the Pledged 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 Ind. Code §36-1-10-17 (the "Property Tax Revenues"); and

WHEREAS, based on the estimated amount of future Pledged Revenues, the County reasonably expects all lease rentals will be paid from Pledged Revenues, and not paid from Property Tax Revenues; and

WHEREAS, notice of a public hearing on the proposed Lease was given by publication as required by law; and

WHEREAS, on December 1, 2023, a public hearing was conducted in accordance with Ind. Code §36-1-10-13 as to whether the execution of the Lease is necessary and whether the rentals in the Lease are fair and reasonable for the Project; and

WHEREAS, the Board has considered the testimony and other evidence presented at the public hearing.

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEN, INDIANA, RESOLVES THE FOLLOWING:

Section 1. The petition of taxpayers heretofore filed with this Board is hereby approved.

Section 2. Providing for the financing, acquisition, construction, improvement, and/or equipping of the Project by the Building Corporation and the leasing of the same to the County, as lessee, is in the public interest of the citizens of this County, and is a proper public purpose for which this Board agrees to cooperate with the Building Corporation and to assist in fulfilling the requirements of all agencies of federal, state and county governments.

Section 3. The drawings, plans, specifications and estimates for the cost of the Project provide for necessary facilities for the County and the same are hereby approved.

Section 4. The proposed Lease in the form presented on the date hereof is hereby approved and confirmed in accordance with Ind. Code §36-1-10-13. The Lease provides for a fair and reasonable rental, and further, the execution of the Lease is necessary and wise. The Auditor of the County is authorized and directed to initial and date a copy of the proposed Lease and to place the same in the record book immediately following the minutes of this meeting, and further, the Lease is hereby made a part of this Resolution as fully as if the same were set forth herein.

The members of this Board are hereby authorized and directed to execute, in the name and on behalf of the County, the Lease, including the addenda attached as exhibits to the Lease, with such changes as the members of this Board deem necessary or advisable, and the Auditor of the County is hereby authorized and directed to attest such execution of the Lease.

Section 5. The Auditor of the County is hereby authorized and directed, on behalf of the County, to publish notice of the execution of the Lease as required by law.

Section 6. The issuance, sale, and delivery by the Building Corporation of its lease rental revenue bonds (the "Bonds") is hereby approved. Upon the retirement or prepayment of all of the outstanding principal amount of the Bonds, the County, as lessee, will accept from the Building Corporation title to such facility, including any additions thereto, free and clear of any and all liens and encumbrances thereon except as otherwise permitted by the Lease. The Building Corporation may issue, sell and deliver such Bonds, pursuant to the applicable laws of the State of Indiana, may encumber any property acquired by it for the purpose of financing such facilities, and may enter into contracts for the sale of the Bonds and the Project.

Section 7. Subject to completion of the procedures required by law, the members of the Board are hereby authorized and directed for and on behalf of the County, to transfer to the Building Corporation, the County's interests in any real estate or building related to the completion of the Project.

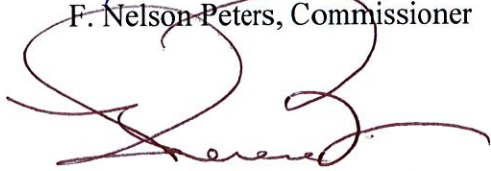
Section 8. Any member of the Board of Commissioners or the County Council, the Auditor of the County, and the County Attorney are hereby authorized, empowered and directed, on behalf of the County to take any other action as such individual deems necessary or desirable to effectuate the foregoing resolutions, and any actions heretofore made or taken be, and hereby are, ratified and approved.

Adopted this 1st day of December, 2023.

BOARD OF COMMISSIONERS OF THE
COUNTY OF ALLEN, INDIANA




F. Nelson Peters, Commissioner



Therese M. Brown, Commissioner



Richard E. Beck, Commissioner

ATTEST:


Chris Cloud, Deputy Auditor

TAB 18

LEASE

by and between

ALLEN COUNTY, INDIANA BUILDING CORPORATION

and

ALLEN COUNTY, INDIANA

Dated as of December 1, 2023

TABLE OF CONTENTS

	<u>Page</u>
1. PREMISES, TERM, AND WARRANTY.....	1
2. RENTAL PAYMENTS.....	2
3. ADDITIONAL RENTAL PAYMENTS.....	3
4. DAMAGE TO PREMISES; ABATEMENT OF RENT.....	3
5. OPERATION, MAINTENANCE AND REPAIR; ALTERATIONS; PERSONAL PROPERTY.....	4
6. INSURANCE.....	4
7. ASSIGNMENT AND SUBLETTING.....	5
8. TAX COVENANTS.....	5
9. OPTION TO PURCHASE.....	5
10. OPTION TO RENEW.....	6
11. TRANSFER TO THE LESSEE.....	6
12. DEFAULTS.....	6
13. NOTICES.....	6
14. SUCCESSORS OR ASSIGNS.....	7
15. SEVERABILITY.....	7
16. TABLE OF CONTENTS; CAPTIONS.....	7
17. CONSTRUCTION OF COVENANTS.....	7
EXHIBIT A.....	A-1
EXHIBIT B.....	B-1
EXHIBIT C.....	C-1

LEASE

THIS LEASE (this “Lease”), entered into as of this 1st day of December, 2023, by and between the Allen County, Indiana Building Corporation, an Indiana nonprofit corporation (the “Lessor”), and Allen County, Indiana, a municipal corporation existing under by the laws of the State of Indiana (the “Lessee”);

WITNESSETH:

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

1. PREMISES, TERM, AND WARRANTY.

(a) The Lessor does hereby lease, demise, and let to the Lessee (i) certain real estate in Allen County, Indiana, described in Exhibit A attached hereto and made a part hereof (the “Existing Real Estate”), including the existing Allen County Courthouse (the “Existing Facility”), and (ii) certain real estate in Allen County, Indiana, described in Exhibit A attached hereto and made a part hereof (the “New Real Estate”), including the new county jail facility to be constructed thereon (the “Improvements”) according to plans and specifications prepared for the Lessor and the Lessee (the “Plans and Specifications”) (the Existing Real Estate, the New Real Estate, the Existing Facility, the Improvements, and appurtenances thereto, collectively, the “Premises”), to 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 Premises may be amended to add additional property to the Premises or remove any portion of the Premises, provided, however, following such amendment, the rentals payable under this Lease shall be based on the value of the portion of the Premises which is available for use and shall be fair and reasonable, and the rental payments due under this Lease shall be in amounts sufficient to pay when due all principal of and interest on all outstanding Bonds.

(c) Notwithstanding the foregoing, the term of this Lease will terminate at the earlier of (a) the exercise by the Lessee of the option to purchase the Premises and the payment of the option price, or (b) 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.

(d) 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.

(e) 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.

(f) 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.

(g) 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 Twenty-Two Million Two Hundred Twenty Thousand Dollars (\$22,220,000). 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) 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, or (ii) the date on which a portion of the Premises is available for use and occupancy by the Lessee. 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 adjusted gross income tax imposed under Ind. Code §6-3.6-6-2.7, as amended, on the adjusted gross income of taxpayers in the County for correctional facilities and rehabilitation facilities in the County (the "Jail LIT Revenues"), (ii) legally available revenues appropriated for such purpose in an amount not to exceed \$5,925,000 (the "County Revenues"), and (iii) to the extent that the Jail LIT Revenues and the County 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 Ind. 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 Jail LIT Revenues, the County Revenues, or the Property Tax Revenues received by the Lessee.

For each lease rental payment, the Lessee shall apply all available Jail LIT Revenues to the payment of lease rentals under the Lease. Any remaining lease rentals due under the Lease shall be paid by the Lessee from the County Revenues, if any, appropriated for such purpose. The Lessee reasonable expects to use a portion of revenues from economic development component of the additional revenue derived from the expenditure rate under Ind. Code 6-3-6 (the "EDIT Revenues") to provide the County Revenues; however such EDIT Revenues are not pledged to the payment of the Fixed Rentals or the Additional Rentals.

(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. 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, (a) 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 (b) 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 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, 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, 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.

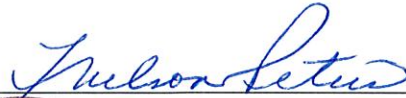
17. CONSTRUCTION OF COVENANTS. This Lease was entered into for the purpose of constructing, erecting, renovating, and improving the Premises and leasing the same by the Lessor to the Lessee under the provisions of the Ind. Code 36-1-10. All provisions herein contained shall be construed in accordance 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.

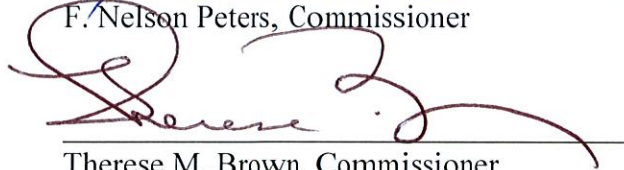
LESSEE

COUNTY OF ALLEN, INDIANA

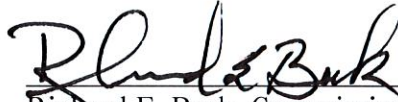
By: The Board of Commissioners of the County of Allen, Indiana



F. Nelson Peters, Commissioner



Therese M. Brown, Commissioner



Richard E. Beck, Commissioner

ATTEST:



~~Nicholas D. Jordan, County Auditor~~
Christopher M. Cloud, Deputy Auditor

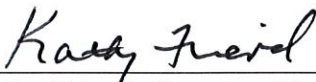
LESSOR

ALLEN COUNTY, INDIANA
BUILDING CORPORATION



John Stafford, President

ATTEST:



Kathy Friend, Secretary/Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared F. Nelson Peters, Therese M. Brown, Richard E. Beck, and ~~Nicholas D. Jordan~~ ^{Christopher M. Cloud}, personally known to me as The Board of Commissioners and Auditor, respectively, of the County, of Allen, Indiana, and acknowledged the execution of the foregoing lease for and on behalf of said county.

WITNESS my hand and notarial seal this 1 day of December, 2023.



ROBIN L. MINNIEAR, Notary Public
Wells County, State of Indiana
Commission Number 0722222
My Commission Expires September 4, 2027

Robin L Minniear
(Written Signature)

Robin L Minniear
(Printed Signature)
Notary Public

My Commission expires:

My county of residence is:

9-4-2027

Wells

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared John Stafford and Kathy Friend, personally known to me to be the President and Secretary/Treasurer, respectively, of the Allen County, Indiana Building Corporation, and acknowledged the execution of the foregoing lease for and on behalf of said corporation.

WITNESS my hand and notarial seal this 4 day of December, 2023.



ROBIN L. MINNIEAR, Notary Public
Wells County, State of Indiana
Commission Number 0722222
My Commission Expires September 4, 2027

Robin L Minniear
(Written Signature)

Robin L Minniear
(Printed Signature)
Notary Public

My Commission expires:

My county of residence is:

9-4-2027

Wells

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

"I affirm, under the penalties for 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
ALLEN COUNTY, INDIANA BUILDING CORPORATION, LESSOR,
AND ALLEN COUNTY, INDIANA LESSEE

REAL ESTATE DESCRIPTION

[The New Real Estate shall consist of all or any portion of the site of the to be constructed new Allen County jail facility, located at 3003 Meyer Road, Fort Wayne, Indiana 46803, and any related improvements including the Improvements. This general description will be replaced with a legal description on the date of the issuance of the Bonds.]

[The Existing Real Estate shall also consist of all or any portion of the site of current Allen County Courthouse, located at 715 Calhoun Street, Fort Wayne, Indiana 46802, and any related improvements including the Existing Facility. This general description will be replaced with a legal description on the date of the issuance of the Bonds.]

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

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

THIS ADDENDUM (this "Addendum"), entered into as of this _____ day of _____, 20__, by and between Allen County, Indiana Building Corporation, an Indiana nonprofit corporation (the "Lessor"), and Allen 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 _____, 20__ (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

ALLEN COUNTY, INDIANA

By: The Board of Commissioners of the County
of Allen, Indiana

Commissioner

Commissioner

Commissioner

ATTEST:

Auditor
Allen County, Indiana

LESSOR

ALLEN COUNTY, INDIANA
BUILDING CORPORATION

By: _____
President

ATTEST:

Secretary/Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

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 the County of Allen, Indiana, acknowledged the execution of the foregoing addendum to lease for and on behalf of said county.

WITNESS my hand and notarial seal this ____ day of _____, 20__.

(Seal)

(Written Signature)

(Printed Signature)
Notary Public

My Commission expires:

My county of residence is:

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

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 Allen County, Indiana 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 _____, 20__.

(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 the penalties for 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
ALLEN COUNTY, INDIANA BUILDING CORPORATION, LESSOR,
AND ALLEN COUNTY, INDIANA LESSEE

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

THIS ADDENDUM (this "Addendum"), entered into as of this ____ day of _____, 20__, by and between Allen County, Indiana Building Corporation, an Indiana nonprofit corporation (the "Lessor"), and Allen 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 _____, 20__ (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 _____, 20__.

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

ALLEN COUNTY, INDIANA

By: The Board of Commissioners of the County of Allen, Indiana

Commissioner

Commissioner

Commissioner

ATTEST:

Auditor
Allen County, Indiana

LESSOR

ALLEN COUNTY, INDIANA
BUILDING CORPORATION

By: _____
President

ATTEST:

Secretary/Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

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 the County of Allen, Indiana, acknowledged the execution of the foregoing addendum to lease for and on behalf of said county.

WITNESS my hand and notarial seal this ____ day of _____, 20__.

(Seal)

(Written Signature)

(Printed Signature)
Notary Public

My Commission expires:

My county of residence is:

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

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 Allen County, Indiana 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 _____, 20__.

(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 the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.” /s/ Richard J. Hall

TAB 19

The Journal Gazette

Allen County, Indiana

Account Name
Gov: Allen County Auditor, Indiana
Notice ID: Dp0ypGoJHvDGjAHGLpcL

PUBLISHER'S CLAIM

ATTACH COPY OF ADVERTISEMENT

LINE COUNT

Display Master (Must not exceed two actual lines, neither of which shall
total more than four solid lines of the type in which the body of the
advertisement is set) -- number of equivalent lines _____

Head -- number of lines _____

Body -- number of lines _____

Tail -- number of lines _____

Total number of lines in notice 101

COMPUTATION OF CHARGES

101 lines, 1 column(s) wide equal:
101 equivalent lines at \$ 0.5120 cents per line \$51.71

Additional charges for notices containing rule or tabular work
(50 percent of above amount) \$ _____

Electronic processing fee \$0.00

TOTAL AMOUNT OF CLAIM \$51.71

DATA FOR COMPUTING COST

Width of single column in picas 9.8 Size of type 7point.
Number of Insertions 1

Pursuant to the provisions and penalties of IC 5-11-10-1, I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid.

I also certify that the printed matter attached hereto is a true copy, of the same column width and type size, which was duly published in said paper.

The dates of publication being as follows:

12/6/23 _____ _____
_____ _____ _____

Additionally, Newspaper has a Web site and this public notice was posted on the same day as it was published in The Journal Gazette.

Date: 12/6/2023


Legal Clerk

NOTICE OF EXECUTION OF LEASE
BETWEEN

ALLEN COUNTY, INDIANA BUILDING
CORPORATION

AND THE COUNTY OF ALLEN, INDI-
ANA

The Board of Commissioners of the County of Allen, Indiana (the "County"), have executed a Lease, dated as of December 1, 2023, between the Allen County, Indiana Building Corporation (the "Corporation"), as lessor, and the County, as lessee (the "Lease").

The leased premises (the "Premises") under the Lease consists of all or a portion of existing Allen County Courthouse located at 715 Calhoun Street, Fort Wayne, Indiana, and the new county jail facility to be located at 3003 Meyer Road, Fort Wayne, Indiana, any related improvements, and the real estate on which such facilities are or will be located (the "Project").

The proposed lease is for a term of up to twenty (20) years commencing on the date of issuance of bonds of the Corporation to finance the Project (the "Bonds"). The annual lease rental will not exceed Twenty-Two Million Two Hundred Twenty Thousand Dollars (\$22,220,000) payable in semiannual installments on January 1 and July 1 of each year during the term of the Lease. Each rental installment shall be based on the value of the portion of the Premises which will be complete and ready for use and occupancy by the County at the time such semi-annual installment is made. As additional rental, the County shall maintain insurance on the Premises as required in the Lease and shall pay all taxes and assessments against such property, as well as the cost of alterations and repairs. After a sale of the Bonds, the yearly rental, payable in semiannual installments on each January 1 and July 1 shall be reduced to the multiple of \$1,000 next higher than the principal and interest due on the Bonds in each twelve month period commencing on July 1, plus \$5,000, payable in such semiannual installments. The County shall pay lease rentals under the Lease solely from (i) the adjusted gross income tax imposed pursuant to Ind. Code §6-3.6-6-2.7, as amended, on the adjusted gross income of taxpayers in the County for correctional facilities and rehabilitation facilities in the County (the "Jail LIT Revenues"), (ii) legally available revenues appropriated for such purpose including, but not limited to, revenues from the economic development component of the additional revenue derived from the expenditure rate under Ind. Code 6-3-6, if any, in an amount not to exceed Five Million Nine Hundred Twenty-Five Thousand Dollars (\$5,925,000) (the "County Revenues" and, together with the Jail LIT Revenues, the "Pledged Revenues"), and (iii) to the extent that the Pledged 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 Ind. Code §36-1-10-17 (the "Property Tax Revenues"). The County reasonably expects all lease rentals to be paid from the Pledged Revenues, and not paid from the Property Tax Revenues.

The Lease gives an option to the County to purchase the Premises. The Project will be used for the purposes of providing incarceration, community corrections, or other law enforcement or criminal justice services by the County.

Dated this 6th day of December, 2023.

BOARD OF COMMISSIONERS OF
THE COUNTY OF ALLEN, INDIANA
12--6 hspaxlp

TAB 20

Online Petition: Jorge Fernandez Created Petition Regarding Jail Related Lease (By Signing this Petition the Signer Gives Permission To Send All Info They Include To Allen County Auditor)

Taxpayer's objections and the reasons why the lease is unnecessary or unwise in response to the publication of "NOTICE OF EXECUTION OF LEASE BETWEEN ALLEN COUNTY, INDIANA BUILDING CORPORATION AND THE COUNTY OF ALLEN, INDIANA"

We, the "petitioners" as listed at bottom of this document, declare that we are taxpayers of the County of Allen County, State of Indiana, and do hereby affirm using either electronic or physical signature include, but are not limited to, the following taxpayer's objections and the reasons why the lease is unnecessary or unwise in response to the publication of "NOTICE OF EXECUTION OF LEASE BETWEEN ALLEN COUNTY, INDIANA BUILDING CORPORATION AND THE COUNTY OF ALLEN, INDIANA" appearing in the Journal Gazette Newspaper on December 6th 2023:

- We believe it is premature and wasteful at best to agree to what we understand to be a potentially 20 year over \$22 million lease, especially one that proclaims to be focused on addressing deficiencies in current jail, when the potential costs and damages regarding environmental aspects including requirements to build have not been nearly adequately evaluated. As potential evidence of the lack of evaluation we point to Appendix A included herein. Even if those aspects had been properly evaluated, we believe the county has not properly considered potentially better alternatives like that offered by various members of the public and organizations like Help Not Handcuffs and Allen County Residents Against The Jail (ACRAJ) that might among other things reduce costs and damages.

- We believe it is premature and wasteful at best to agree to what we understand to be a potentially 20 year over \$22 million lease, especially one that proclaims to be focused on addressing deficiencies in current jail, when we believe what is needed to address the problem has not been adequately evaluated, and even if it had been, there are not adequate safeguards in this contract to make sure that the money is just used for that. One of us "petitioners", Jorge Fernandez, has indicated that it does not seem to him there is a clear bed count on project and the language in the contract does not seem to him to limit the county commissioners from doing things like contracting out to take inmates from jurisdictions the county is not required to take inmates from. The contract thus does not seem to do enough to limit the commissioners from doing things

that would undermine what has been indicated to be purpose of the contract. Even if those aspects had been properly evaluated, we believe the county has not properly considered potentially better alternatives like that offered by various members of the public and organizations like Help Not Handcuffs and Allen County Residents Against The Jail (ACRAJ) that might among other things reduce costs and damages. Appendix D gives evidence of this.

- The emails in Appendix B raises important questions that should be addressed regarding whether Allen County Commissioners might be trying to circumvent taxpayer protections regarding property tax backup. Regardless of those questions, we view it as unwise not to include further language that narrowly tailors the contract to help ensure that future spending is not out of line with the procedure that was used and make sure any potential lease money is spent in the best possible manner.

- The emails in Appendix B also raise important questions that should be addressed regarding whether county council approval was valid that should be addressed given timing of formation of an entity involved in contract and how such an agreement minimizes the ability of county council in the future to do its duty to. Regardless of whether county council gave a valid approval or not, we believe it is unwise to approve any contract language in here that further constrains county council members' and any potential future county council members' roles in future fiscal decisions on the projects.

- The possibility of potentially leasing county courthouse seems unneeded and unwise. Jorge Fernandez asks whether the words offered in quotation as merely a hypothetical idea in Appendix C would be an accurate description of what has occurred, and he says that if that is the case, that would give evidence of this point.

We, the "petitioners", affirm the foregoing text using our electronic or physical signature:

[Your Electronic signature, name, address, and "I am a taxpayer of Allen County in the State of Indiana" will be included here]

Tina Hughes

Name*

Tina Hughes

Street Address Line 1*

488 Courtney Dr

Street Address Line 2*

New Haven In 46774

City*

46774

Postal/ Zip Code*

I affirm that:*

×

I am a taxpayer of Allen County, State of Indiana

[Note added after signing about above: Received electronically by Jorge Fernandez at Thursday, December 14, 2023 at 12:01:09 AM EST]

Submission Date	S..	E-Signature:	Name	Address	Checkbox
December 13, 2023 18:16			Corben Havener	1005 Illsley Dr Fort Wayne , 46807	I am a taxpayer of Allen County in the State of Indiana:
December 13, 2023 18:12			LA Shan Wallet	3324 Beatrice dr Fort Wayne , 46806	I am a taxpayer of Allen County in the State of Indiana:
December 13, 2023 17:22			Jorge Fernandez	7465 Lakeridge Dr. Fort Wayne, 46819	I am a taxpayer of Allen County in the State of Indiana:
December 13, 2023 17:19			Amanda Scheitlin	2626 Medford Drive Fort Wayne, 46803	I am a taxpayer of Allen County in the State of Indiana:
December 13, 2023 17:06			Abby Norden	5003 Hatfield Road Fort Wayne, 46608	I am a taxpayer of Allen County in the State of Indiana:

[Note added after signing regarding above image: that is a summary of next five signatures]

E-Signature:



Name

Corben Havener

Address

1005 Illsley Dr
Fort Wayne , 46807

I am a taxpayer of Allen County in the State of Indiana:

E-Signature:



Name

LA Shan Wallet

Address

3324 Beatrice dr
Fort Wayne , 46806

I am a taxpayer of Allen County in the State of Indiana:

E-Signature:



Name

Jorge Fernandez

Address

7465 Lakeridge Dr.
Fort Wayne, 46819

I am a taxpayer of Allen County in the State of Indiana:

E-Signature:



Name

Amanda Scheitlin

Address

2626 Medford Drive
Fort Wayne , 46803

I am a taxpayer of Allen County in the State of Indiana:

Phone Number (optional)

(260) 241-1026

Email (optional)

amandas@comcast.net

E-Signature:



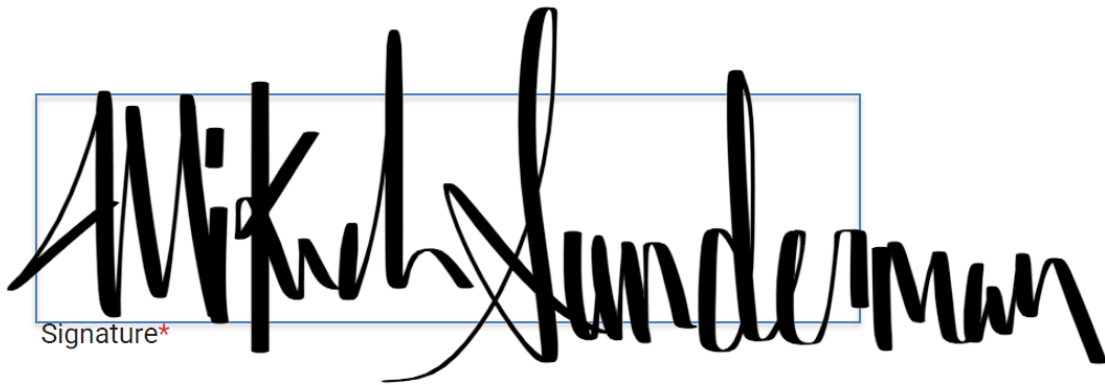
Name

Abby Norden

Address

5003 Hatfield Road
Fort Wayne, 45608

I am a taxpayer of Allen County in the State of Indiana:

A handwritten signature in black ink that reads "Mikah Sunderman". The signature is written in a cursive style and is contained within a blue rectangular border. Below the signature, the word "Signature*" is printed in a small, black, sans-serif font.

Signature*

Name*

Mikah Sunderman

Street Address Line 1*

4238 Casa Verde Dr

Street Address Line 2*

City*

Fort Wayne

Postal/ Zip Code*

46816

I affirm that:*



I am a taxpayer of Allen County, State of Indiana

[Note added after signing about above: Received electronically by Jorge Fernandez at Thursday, December 14, 2023 at 8:40 AM EST]

Thank you for contacting DLGF Gateway

Below is the citation to Indiana law that says a project is not a controlled project "even though the political subdivision has pledged to levy property taxes to pay debt service or lease rentals if those other funds are insufficient." That's the provision that units use to justify using property tax as backup and not have it subject to petition/remonstrance or referendum. I provided both versions of the law in the code.

IC 6-1.1-20-1.1 "Controlled project"
Note: This version of section amended by P.L.239-2023, SEC.6. See also preceding version of this section amended by P.L.236-2023, SEC.35.

- Sec. 1.1. (a) As used in this chapter, "controlled project" means any project financed by bonds or a lease, except for the following:
- (1) A project for which the political subdivision reasonably expects to pay:
 - (A) debt service; or
 - (B) lease rentals;

Alice M. Susche

Signature*

Name*

Street Address Line 1*

Street Address Line 2*

City*

Postal/ Zip Code*

I affirm that:*

I am a taxpayer of Allen County, State of Indiana

E-Signature:

Name alice luebke
Address 5126 Idlewood dr
Fort Wayne , 46803

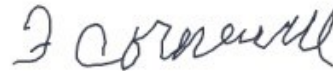
I am a taxpayer of Allen County in the State of Indiana:

Phone Number (optional) (260 466 4934)
Email (optional) al5126@aol.com

[Note added after signing about above: Received electronically by Jorge Fernandez at Thursday, December 14, 2023 at 3:27 PM EST]

[Additional note added after signing: the two pictures above this are both for Alice Luebke]

E-Signature:



Name Flora Cornewell
Address 2130 Sunnymede Drive
Fort Wayne, 46803

I am a taxpayer of Allen County in the State of Indiana:

Phone Number (optional) (260) 417-7831
Email (optional) acornewell912@gmail.com

[Note added after signing about above: Received electronically by Jorge Fernandez at Thursday, December 14, 2023 at 4:44 PM EST]

Signature*

Howard Traxmor

Name*

Howard Traxmor

Street Address Line 1*

745 Taylor Street

Street Address Line 2*

NA

City*

Fort Wayne

Postal/ Zip Code*

46802

I affirm that:*

I am a taxpayer of Allen County, State of Indiana

X, Yes

[Note added after signing about above: Received electronically by Jorge Fernandez at Thursday, December 14, 2023 at 6:45 PM EST]

Note: The below email is only part of email. Parts have been removed from it:

Appendix A:

----- Partially Forwarded Message -----

From: Emily Almodovar

Sent: Wednesday, November 29, 2023 at 04:19:28 PM EST

Subject: Record Request Response to 11/21/23 fax

Ms. Luebke,

These are answers to the faxed record requests, attached.

Assuming by "401/404" you mean permits regarding wetlands. We have not been issued any permits of this type yet.

Report of delineation for jail property – We do not yet have a copy. A subcontractor for our contractor is accomplishing this study. There will be an ERI Drainage Plan, but it hasn't been finalized at this time.

"It is my understanding that nothing can be done . . . until all of this is completed." – you are correct.

Soil toxicity test – one has not been done.

[part of email not included]

Appendix B:

Note: Parts of the following emails have not been included for clarity and brevity

----- Forwarded Message -----

From: DLGF

Sent: Friday, December 1, 2023 at 09:30:35 AM EST

Subject: Re: Is county council following proper procedure for a lease subject to remonstrance?

Jorge,

Thank you for contacting DLGF Gateway Support. I have provided your emails to our legal division and they will ensure that Allen County is following the Indiana Code as it pertains to the Department's involvement in the process.

Thank you for sharing your concerns,

Jenny

Jenny Banks
Director of Communications
Indiana Department of Local Government Finance
100 N. Senate Ave., N-1058B, Indianapolis, IN-46204
Direct: 317-234-4376
Mobile: 317-607-5151

Email: JBanks@dlgf.in.gov
Website: <http://www.IN.Gov/DLGF>

* Please let us know about the quality of our service by taking this brief customer survey.

On Mon, 27 Nov at 10:38 AM , Jorge Fernandez

Does the DLGF take the position that it just takes a county at its word of what qualifies as "reasonably expects"? If not, is a proposed 20 year contract with a property tax

backup qualify as "reasonably expects"? And relating to whether property tax backup would occur, are the Jail LIT rates that Allen County Council decided on even locked in for more than 1 year (I couldn't find that they are)?

Another question is it appears that when the Allen County fiscal body approved the jail lease appears to be a day before the Allen County commissioners voted to form the "building corporation" that appears to be an entity in the contract, so would this be a valid approval or contract by Allen County fiscal body for this lease (assuming that DLGF is allowed to take a position on such)?

Disclaimer: I am not an attorney and not authorized to give legal advice

Jorge Fernandez

On Monday, November 27, 2023 at 09:37:37 AM EST, DLGF wrote:

Jorge,

Thank you for contacting DLGF Gateway Support.

Below is the citation to Indiana law that says a project is not a controlled project "even though the political subdivision has pledged to levy property taxes to pay debt service or lease rentals if those other funds are insufficient." That's the provision that units use to justify using property tax as backup and not have it subject to petition/remonstrance or referendum. I provided both versions of the law in the code.

IC 6-1.1-20-1.1"Controlled project"

Note: This version of section amended by P.L.239-2023, SEC.6. See also preceding version of this section amended by P.L.236-2023, SEC.35.

Sec. 1.1. (a) As used in this chapter, "controlled project" means any project financed by bonds or a lease, except for the following:

(1) A project for which the political subdivision reasonably expects to pay:

(A) debt service; or

(B) lease rentals;

from funds other than property taxes that are exempt from the levy limitations of IC 6-1.1-18.5 or (before January 1, 2009) IC 20-45-3. A project is not a controlled project even though the political subdivision has pledged to levy property taxes to pay the debt service or lease rentals if those other funds are insufficient.

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Jenny Banks

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On Wednesday, November 15, 2023 at 06:13:17 PM EST, Jorge Fernandez wrote:

Today, Allen County Council seemingly approved \$22 million a year for 20 years for a lease based on very questionable reasoning given by Barnes and Thornburg. Barnes and Thornburg was saying that the property tax backup on lease does not qualify for remonstrance and also that no property tax is expected to be used despite a lack of projections or ability to accurately project non-property tax revenue for this up to 20 years into the future. Does DLGF agree with this interpretation? It really contrasts with what Baker Tilly seemed to me to indicate when it spoke to County Council that absent an explicit court order that a property tax backup would be subject to remonstrance or referendum?

A "controlled project" generally encompasses any project financed by bonds or a lease payable by property taxes."

"The petition and remonstrance process only applies to the following controlled projects:...Any other controlled project that will not cost the political subdivision more than the lesser of \$18,318,651 (for a preliminary determination made in 2023) or 1% of the total gross AV of property within the political subdivision..."

[https://www.in.gov/dlgf/referendum-information/controlled-project-referendum/?fbclid=IwAR3gqK0sUwQKBQj3RgT1gqfK-Q8bmubftVI5r6otOJayRkoH6jgr3_6NreY]

"The local public question/referendum process only applies to the following controlled projects...Any other controlled project that will cost the political subdivision more than the lesser of \$18,318,651 (for a preliminary determination made in 2023) or 1% of the total gross AV of property within the political subdivision..."

[https://www.in.gov/dlgf/referendum-information/controlled-project-referendum/?fbclid=IwAR3gqK0sUwQKBQj3RgT1gqfK-Q8bmubftVI5r6otOJayRkoH6jgr3_6NreY]

Process for petition and remonstrance: [https://www.in.gov/dlgf/files/210325-Flow-Chart-Petition-and-Remonstrance.pdf?fbclid=IwAR39kww87oAHfpPkqckXyWVBs1CS7kzcB4TDM99_W9JzX3ir0-VGZ9DGhB0]

"IC 6-1.1-20-1.1"Controlled project"

Note: This version of section amended by P.L.236-2023, SEC.35. See also following version of this section amended by P.L.239-2023, SEC.6.

Sec. 1.1. As used in this chapter, "controlled project" means any project financed by bonds or a lease, except for the following:

(1) A project for which the political subdivision reasonably expects to pay:

(A) debt service; or

(B) lease rentals;

from funds other than property taxes that are exempt from the levy limitations of IC 6-1.1-18.5 or (before January 1, 2009) IC 20-45-3. A project is not a controlled project even though the political subdivision has pledged to levy property taxes to pay the debt service or lease rentals if those other funds are insufficient.

...

(5) A project that:

(A) is required by a court order holding that a federal law mandates the project; or

(B) is in response to a court order holding that:

(i) a federal law has been violated; and

(ii) the project is to address the deficiency or violation.

...

As added by P.L.25-1995, SEC.40. Amended by P.L.178-2002, SEC.30; P.L.2-2006, SEC.51; P.L.146-2008, SEC.188; P.L.106-2012, SEC.1; P.L.40-2014, SEC.5; P.L.233-2015, SEC.18; P.L.246-2017, SEC.1; P.L.60-2020, SEC.1; P.L.159-2020, SEC.40; P.L.32-2021, SEC.10; P.L.236-2023, SEC.35."

<https://iga.in.gov/laws/2023/ic/titles/6#6-1.1-20-1.1>

Disclaimer: I am not an attorney and not authorized to give legal advice

Appendix C:

Jorge Fernandez want to know whether the following would be an accurate evaluation: "So some have asked about the weird design of this contract. My understanding It appears to me that it is designed to circumvent safeguards in Indiana law against wasteful debt and leases. One of these is circumventing constitutional debt limit for municipalities (as discussed by Barnes & Thornburg when talking to county council). Another is that it cuts county council and future county councils out of decisions by not including them in draft contract as decision makers in certain future decisions. The use of courthouse as collateral seems designed to circumvent two safeguards based on chapter cited at Friday's public hearing and descriptions given at County Council meeting prior. One of those seems to be against leases for unoccupied structures listed below (as discussed by Barnes & Thornburg when talking to county

council) The second is one attempting to circumvent county council's duty to guard against unneeded leases (as the county executive has the duty under IC 36-2-2-24 : "the executive shall establish and maintain a county courthouse")."

Appendix D:

The following is a web version of letter to the editor from "petitioner" Jorge Fernandez that appeared in newspaper the Journal Gazette on August. 10, 2023 and is available at this link: https://www.journalgazette.net/letters-to-the-editor/article_0ac62b4e-36e9-11ee-a234-7f781d17c214.html?fbclid=IwAR1UE9rTZdohp9sYf7wATpmbdWTIOsNiQMgc-bUv6L9N0JWHVF-MV3yNdMQ .

"Letters to the editor

Commissioners haven't faced facts on jail plans

The Allen County commissioners appear to be implementing scare tactics with their most recent jail proposal. They seem to be implying that the County Council will be dragged into the matter unless they approve a very specific tax for a project I'd argue they haven't even done basic due diligence on. Given my background in education, I think of the oft-used quote, "Poor planning on your part does not necessitate an emergency on mine."

Half of the OECD countries (members of the Organization for Economic Co-operation and Development, a common measure of the developed world) have fewer than 100 people behind bars per 100,000 inhabitants (or less than 0.1%), and that is jails and prisons, not just jails (see <https://oecd.org/sdd/37964686.pdf>).

I don't know where the 0.4% incarceration "rule of thumb" that the architectural firm Elevatus seems to have claimed in its feasibility study comes from, but it is patently absurd. The problem here is clearly one of over-incarceration.

My understanding is the commissioners got what is pretty much a \$27 million blank check from the County Council last year to potentially begin a jail project, and yet I have not seen a study independent of a group without a vested interest. I have not seen a study by the county since the commissioners canceled the contract with the U.S. Marshals Service to house federal inmates at the jail, even though one of Elevatus's methods for projecting beds seems to be based on numbers that include federal inmates.

The county commissioners failed for years to even take the basic step of canceling the Marshals Service contract to alleviate overcrowding, and yet they seem to want the public to trust them with \$350 million in taxpayer money.

Also, people overlook a critical caveat in even the Elevatus feasibility study: "The actual number of beds needed will vary based on many controllable and many more uncontrollable factors within the county, its justice system, and state and federal mandates." Again, "poor planning on your part does not necessitate an emergency on mine."

There is also the issue of the racial makeup of the jail's inmate population. The recent study commissioned by the nongovernmental organization Help Not Handcuffs revealed data that has been apparently reported to the federal government but which I have not seen any public analysis of outside of that study. It revealed Allen County Jail inmate numbers by race as of June 30, 2021. Since it didn't include comparison to local demographics, I ran some calculations. Here is what I came up with.

- 381 inmates were Black or African-American, and there are between 37,490 and 47,975 Black or African American individuals in Allen County based on 2021 census estimates (depending on how one classifies multiracial individuals). That means between 0.79% and 1.02% of the county's Black or African-American population was incarcerated in the jail in 2021.

- 413 inmates were white, and there are between 274,786 and 315,565 white individuals in Allen County based on 2021 census estimates (again depending on how one classifies multiracial individuals). That means between 0.13% and 0.16% of the county's white population was incarcerated in the jail in 2021.

That means between 4.9 and 7.9 times as many Black or African American as white individuals were incarcerated in the jail. This doesn't even include the number of people in state prisons.

Jorge Fernandez

Fort Wayne"

TAB 21



AUDITOR'S CERTIFICATE

STATE OF INDIANA)
)
COUNTY OF ALLEN)

SS:

I, Nicholas D Jordan, do hereby certify that I am the duly elected, qualified and acting Auditor of Allen County, Indiana.

I further certify that the required ten objecting petitions have been filed in my office for certification by the taxpayers of Allen County objecting to the Execution of Lease between Allen County, Indiana Building Corporation and the County of Allen, Indiana dated December 1st, 2023. Included herein is the objecting petition and the petitioners are as noted below:

- Tina Hughes (married name is McDowell) 488 Courtney Dr, New Haven IN 46774
- Corben Havener 1005 Illsley Dr, Ft Wayne IN 46807
- Lashan Waller (incorrectly typed Walleṭ on petition) 3324 Beatrice Dr, Ft Wayne IN 46815
- Jorge Fernandez 7465 Lakeridge Dr, Ft Wayne IN 46819
- Amanda Scheitlin 2626 Medford Dr Ft Wayne IN 46803
- Abby Norden 5003 Hatfield Rd Ft Wayne IN 46808
- Mikah Sunderman 4238 Casa Verde Dr Ft Wayne IN 46816
- Alice Luebke 5126 Idlewood Dr New Haven IN 46803
- Flora Cornewell 2130 Sunnymede Dr New Haven IN 46803
- Howard Traxmor 745 Taylor St Ft Wayne IN 46802

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL OF

ALLEN COUNTY THIS 15th DAY OF DECEMBER, 2023.

SEAL

NICHOLAS D JORDAN
AUDITOR, ALLEN COUNTY, INDIANA