RESOLUTION 83-39

RESOLUTION APPROVING INCORPORATION OF MONROE COUNTY JAIL, LAW ENFORCEMENT AND GOVERNMENTAL SPACE BUILDING CORPORATION AND APPROVING LEASE

WHEREAS, the Common Council of the City of Bloomington, Indiana, finds that a need exists for new law enforcement facilities in Bloomington, Monroe County, Indiana; and

WHEREAS, the Articles of Incorporation and By-Laws of Monroe County Jail, Law Enforcement and Governmental Space Building Corporation, a non-profit corporation formed pursuant to Indiana law, have been presented to this Council by certain adult resident citizens of this City and County along with a proposed lease.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA, AS FOLLOWS:

SECTION I. That it is hereby determined to be proper and in the public interest to approve the incorporation of the nonprofit corporation known and designated as the Monroe County Jail, Law Enforcement and Governmental Space Building Corporation for the purpose of financing, constucting, and furnishing certain law enforcement facilities in a building to be leased to Monroe County and the City of Bloomington.

SECTION II. That the Articles of Incorporation and By-Laws of Monroe County Jail, Law Enforcement and Governmental Space Building Corporation, presented to and now before this Council are hereby approved.

SECTION III. That the providing for the financing, constructing, equipping and furnishing of certain law enforcement facilities in a building by Monroe County Jail, Law Enforcement and Governmental Space Building Corporation is in the public interest of the citizens of Bloomington, Indiana, and it is a proper public purpose for which this Council agrees to cooperate with Monroe County Jail, Law Enforcement and Governmental Space Building Corporation and to assist it in fulfilling the requirements of all agencies of the Federal, State, and City governments.

SECTION IV. That the issuance, sale and delivery by Monroe County Jail, Law Enforcement and Governmental Space Building Corporation of an initial series of bonds designated "Monroe County Jail, Law Enforcement and Governmental Space Building Corporation, First Mortgage Bonds", in the aggregate principal amount of $15,900,000.00, is hereby approved, subject to the public hearing and other proceedings required by law.

SECTION V. That, upon the redemption or retirement of the bonds to be issued by Monroe County Jail, Law Enforcement and Governmental Space Building Corporation, the City of Bloomington, Indiana, will accept from Monroe County Jail, Law Enforcement and Governmental Space Building Corporation title to those portions of the building leased by it and to be acquired and operated by Monroe County Jail, Law Enforcement and Governmental Space Building Corporation, free and clear of any and all liens and

R83-39

encumbrances thereon, but subject to the rights of Monroe County, Indiana with respect to its space and the rights of both proposed Lessees with respect to common space.

SECTION VI. That Charles Zebendon, Maryann Grossack, Don Adams, James Elliott and Phillip Zook are hereby approved to act as Directors of Monroe County Jail, Law Enforcement and Governmental Space Building Corporation for the terms of office set out in the Articles of Incorporation opposite their respective names.

SECTION VII. That Monroe County Jail, Law Enforcement and Governmental Space Building Corporation having been duly organized to conduct business, it may issue, sell and deliver its 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 construction and the equipping and furnishing of certain law enforcement facilities and may enter into contracts for the sale of the Bonds and the construction and acquisition of a fully equipped jail and other facilities.

SECTION VIII. That the terms and conditions of the lease between the Monroe County Jail, Law Enforcement and Governmental Space Building Corporation, as Lessor, and the County of Monroe and City of Bloomington, as Lessees, have been submitted to and reviewed by the Council and the Council now approves said terms and conditions, subject to the public hearing and the other proceedings required by law.

PASSED and ADOPTED by the Bloomington Common Council upon this 23rd day of November, 1983.

Katherine Dilcher
Katherine Dilcher, President

Lloyd Olcott
Lloyd Olcott

Al Towell

Patricia G. Gross
Patricia Gross

Jack Morrison

Patrick J. Murphy

John Porter

Steve Hogan

Pamela F. Service
Pamela Service

ATTEST:

Patricia Williams
Patricia Williams, City Clerk

SIGNED and APPROVED by me upon this 25th day of November, 1983.

Tomilea Allison
Tomilea Allison, Mayor

From Powell
Mayor
Legal

APPROVED
AND
FILED
JUL 12 1982
SECRETARY OF STATE OF INDIANA

ARTICLES OF INCORPORATION

OF

MONROE COUNTY JAIL, LAW ENFORCEMENT
AND GOVERNMENTAL SPACE BUILDING CORPORATION

The undersigned incorporators, desiring to form a corporation (hereinafter referred to as the "Corporation"), pursuant to the provisions of the Indiana Not-For-Profit Corporation Act of 1971, as amended, execute the following Articles of Incorporation:

ARTICLE I

Name

The name of the Corporation is MONROE COUNTY JAIL, LAW ENFORCEMENT AND GOVERNMENTAL SPACE BUILDING CORPORATION.

ARTICLE II

Purposes and Powers

Section 1. General Purpose. The Corporation is organized solely for the purpose of acquiring, owning and holding in fee simple the land upon which a jail, law enforcement and governmental space building is to be erected, erecting thereon a suitable jail and building to house a law enforcement agency or agencies and other governmental offices including the necessary equipment and appurtenances thereof, leasing the same to the County of Monroe, Indiana, and/or other governmental unit, collecting the rentals therefor and applying the proceeds thereof in a manner consistent with Indiana Public Law No. 72 of the Acts of 1974 (Indiana Code of 1971, Chapter 36-1-10), entirely without profit to the Corporation, its officers, directors, subscribers and members, other than the return of capital actually invested.

Section 2. Non-Profit Purposes.

(a) The Corporation is organized exclusively for the promotion of social welfare and is a not-for-profit corporation. No part of the net earnings of the Corporation shall inure to the benefit of

or be distributable to its members, directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in this Article II.

(b) The Corporation shall not engage in carrying on propaganda, or otherwise attempt, to influence legislation, and the Corporation shall not participate in, or intervene in (including the publication or distribution of statements), any political campaign on behalf of 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 Internal Revenue Code of 1954, or corresponding provisions of any subsequent federal tax laws.

(d) 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 to Monroe County, Indiana or, if there is more than one governmental agency leasing space from said Corporation, then to each of said governmental agencies in proportion to the space occupied by each as bears to the total space leased.

Section 3. Powers. Subject to any limitation or restriction imposed by the Indiana Not-For-Profit Corporation Act of 1971, as amended, Indiana Public Law No. 72 of the Acts of 1974 (Indiana Code, chapter 18-5-3.3), any other law, or any other provisions of these Articles of Incorporation, the Corporation shall have the power, in furtherance of the purposes hereinabove set forth:

(a) To issue and sell its bonds and other securities and to secure the same by a pledge or mortgage of its assets and the income therefrom;

(b) To do everything necessary, advisable or convenient for the accomplishment of any of those purposes, or which shall at any time appear conducive to or expedient for the protection or benefit of the Corporation and to do all of the things incidental thereto

which are not forbidden by law;

(c) To carry out those purposes in any state, territory, district or possession of the United States, or any foreign country, to the extent that these purposes are not forbidden by the law of any such state, territory, district or possession of the United States or by any such foreign country; and

(d) To have, exercise and enjoy all the general rights, privileges and powers granted to corporations by the Indiana Not-For-Profit Corporation Act of 1971, as now or hereafter amended, and by the common law.

ARTICLE III

Period of Existence

This Corporation shall have perpetual existence.

ARTICLE IV

Principal Office and Resident Agent

The post office address of the principal office of the Corporation is Auditor's Office, Monroe County Courthouse, Bloomington, Indiana 47402, and the name and post office address of its Resident Agent in charge of such office is Auditor, Auditor's Office, Monroe County Courthouse, Bloomington, Indiana 47402.

ARTICLE V

Membership

Section 1. Classes. There shall be one class of membership in the Corporation. The Board of Directors, as constituted from time to time, shall be the members of the Corporation, but the Board of Directors shall have the right to provide for additional members upon such terms and in accordance with such rules and regulations for qualifications, admissions, and continuance as it may from time to time prescribe.

Section 2. Rights, Preferences, Limitations and Restrictions of Classes. Members shall have the same rights, preferences,

limitations, and restrictions provided in the By-Laws, except that each member by his or her application for or acceptance of membership in the Corporation waives all of his or her rights as a member under the Indiana Not-For-Profit Corporation Act of 1971, as amended, or any other law, (a) to object to, disapprove or vote in respect to the sale or lease or any other option to sell or lease any of the property and assets of the Corporation to the County of Monroe, Indiana and/or to any other governmental agency which proposes to lease space or buy a portion of the open space from said Corporation; and (b) to assert any right as a dissenting member as a result of such sale or lease to any option to so sell or lease. Each member shall be deemed to have authorized and approved such sale, lease, or option to sell or lease by virtue of his or her application for or acceptance of membership in the Corporation.

Section 3. Voting Rights of Classes. Members shall possess the voting rights of the Corporation and each member as such shall have one vote, except that each member shall be deemed by virtue of his or her application for acceptance of membership to have waived any rights as a member under the Indiana Not-For-Profit Corporation Act of 1971, as amended, or any other law, to vote in respect to the sale or lease or any option to sell or lease any of the property and assets of the Corporation to the County of Monroe, Indiana and/or any other governmental unit.

ARTICLE VI

Directors

Section 1. Number of Directors. The initial Board of Directors is composed of Five (5) members. Provided, however, that the exact number of Directors shall be prescribed from time to time in the By-Laws of the Corporation and provided further that under no circumstances shall the minimum number of Directors be less than three (3).

Section 2. Names and Post Office Addresses of the Directors. The names and post office address of the initial Board of Directors are:

Name	Number and Street or Building	City	State	Zip Code
Don A. Adams	P. O. Box 2625	Bloomington	IN	47402
James Elliott	1506 Woodruff Ln.	Bloomington	IN	47401
Patricia Gross	1911 Chelsey Ct.	Bloomington	IN	47401
Maryann Grossack	P. O. Box 1249	Bloomington	IN	47402
Charles A. Zebendon	P. O. Box 608	Bloomington	IN	47402

ARTICLE VII

Incorporator

Section 1. Name and Post Office Address. The names and post office addresses of the incorporators of the Corporation are:

Name	Number and Street or Building	City	State	Zip Code
Don A. Adams	P.O. Box 2625	Bloomington	IN	47402
James Elliott	1506 Woodruff Ln.	Bloomington	IN	47401
Patricia Gross	1911 Chelsey Ct.	Bloomington	IN	47401
Maryann Grossack	P.O. Box 1249	Bloomington	IN	47402
Charles A. Zebendon	P.O. Box 608	Bloomington	IN	47402

Section 2. Age. Said incorporators are of lawful age.

ARTICLE VIII

Amendment of Articles of Incorporation

The affirmative vote of at least a majority of all the members of the Board of Directors, voting as members of the Corporation, shall be required to adopt any amendment to these Articles of Incorporation. In addition, the affirmative vote of at least a majority of each class of members, voting as a class, shall be required to adopt any amendment to these Articles of Incorporation if the amendment would:

(a) Authorize the Board of Directors to fix or alter by resolution the classes of members of the relative rights, preferences, qualifications, limitations or restrictions of any class or classes, or would revoke such authority of the Board of Directors;

(b) Change the designations, preferences, limitations or relative rights of the members of such class; or

(c) Create a new class of members having rights and preferences prior and superior to the members of that class, or increase the rights and preferences of any class having them prior to or superior to the members of the class.

Amendments shall be proposed and adopted pursuant to the provisions of the Indiana Not-For-Profit Corporation Act of 1971, as amended.

ARTICLE IX

Provision for Regulation of Business and Conduct of Affairs of Corporation

Section 1. Powers of Board of Directors. Subject to any limitations or restrictions imposed by Indiana Public Law 72 of the Acts of 1974 (Indiana Code of 1971, Chapter 36-1-10), the Indiana Not-For-Profit Corporation Act of 1971, as amended, any other law, or these Articles of Incorporation, the Board of Directors of the Corporation is hereby authorized to exercise, in furtherance of the purposes for which the Corporation was organized as stated in Sections 1 and 2 of Article II hereof, the powers of the Corporation, without previous authorization or subsequent approval by the shareholders or members of the Corporation, including without limiting the generality of the foregoing, the powers (a) to acquire, own, and hold in fee simple land suitable for a jail and building to house a law enforcement agency or agencies and other governmental offices building to be leased to the County of Monroe, Indiana or other governmental unit, (b) to incur the preliminary expenses of and to contract for the construction and equipment and appurtenances of a jail and building to house a law enforcement agency or agencies and other governmental office building thereon, (c) to execute a lease contract or contracts granting the use of such jail and building to the County of Monroe, Indiana, or other governmental unit for a term of years, with options to renew such lease and to purchase such property (d) to issue mortgage bonds or other securities evidencing the indebtedness of the Corporation for the purpose of providing funds for the acquisition of such building site and the construction and equipment and appurtenances of such jail and building; (e) and to take any and all other action and proceedings necessary to carry out the purpose of the Corporation. All parties dealing with the Corporation shall have the right to rely upon any action taken by the Corporation pursuant to authorization by the Board of Directors by resolution duly adopted in accordance with the foregoing provisions.

Section 2. Indemnification. Directors, members 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, members 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, members, officers or employees and shall inure to the benefit of their heirs, executors and administrators.

Section 3. By-Laws. The Directors of the Corporation shall have the power to adopt and amend the By-Laws of the Corporation, which may contain other provisions, consistent with these Articles of Incorporation, the laws of this state, and the provisions of Section 501(c)(4) of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent federal tax laws, for the regulation and conduct of the affairs of the Corporation.

Section 4. Contents of Lease. Any lease by the Corporation of its property and assets to the County of Monroe, Indiana and/or any other governmental unit shall contain an option by the lessee to purchase such leased property and assets in accordance with the terms of Indiana Public Law No. 72 of the Acts of 1974 (Indiana Code of 1971, Chapter 36).

Section 5. Place of Meetings. Meetings of the members and of the Board of Directors shall be held at such place as shall be specified in the calls, notice or waivers of notice thereof given in accordance with the By-Laws of the Corporation.

The undersigned do hereby adopt these Articles of Incorporation representing beforehand to the Secretary of State of the State of Indiana and all persons whom it may concern that a membership list or lists of the above-named Corporation for which a Certificate of Incorporation is hereby applied for, have heretofore been opened in accordance with the laws and that at least three (3) persons have signed such membership list.

IN WITNESS WHEREOF, we the undersigned do hereby execute these Articles of Incorporation and certify the truth of the facts herein stated, this 15 day of June, 1982.

Don A. Adams

Patricia Gross

James Elliott

Maryann Grossack

Charles A. Zebendon

STATE OF INDIANA)
) ss:
COUNTY OF MONROE)

The undersigned, a Notary Public duly commissioned to take acknowledgments and administer oaths in the State of Indiana, certifies that Don A. Adams, James Elliott, Patrick Gross, Maryann Grossack and Charles A. Zebendon
the incorporators referred to in Article VII of the foregoing Articles of Incorporation, personally appeared before me, acknowledged the execution thereof, and swore to the truth of the facts therein stated.

WITNESS my hand and Notarial Seal this 15 day of June, 1982.

Robert D. Mann, Notary Public

My commission expires:

7-24-82

This instrument prepared by:
Robert D. Mann
COTNER, MANN & CHAPMAN
528 North Walnut
Post Office Box 176
Bloomington, Indiana 47402
(812) 332-6556

BY-LAWS

OF

MONROE COUNTY JAIL, LAW ENFORCEMENT
AND GOVERNMENTAL SPACE BUILDING CORPORATION

ARTICLE I

Certificates for Membership

Section 1. Certificates. As provided by law, each Member of the Corporation shall receive a certificate from the Corporation signed by the President or Vice-President, and attested by the Secretary or an Assistant Secretary, certifying that he or she is a member of the Corporation and such other information as may be required by law. The form of such Membership Certificate shall be prescribed by resolution of the Board of Directors.

Section 2. Lost or Destroyed Certificates. If a certificate of any member is lost or destroyed, a new certificate may be issued to replace such lost or destroyed certificate.

Section 3. Recognition of Members. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the Member to vote as such Member notwithstanding any equitable or other claim to, or interest in, such membership on the part of any other person.

ARTICLE II

Meetings of Members

Section 1. Annual Meetings. The annual meetings of the

Members of the Corporation shall be held on the 12 day of July in each year, or on such other date as may be designated by the Board of Directors.

Section 2. Special Meetings. Special meetings of the Members may be called by the President, by the Board of Directors, or by Members who hold not less than one-fourth of all the outstanding memberships which may be voted on the business proposed to be transacted thereat.

Section 3. Notice of Meetings. Written notice stating the place, day and hour of any meeting of members and, in the case of special meetings or when otherwise required by law, the purpose for which any such meeting is called, shall be delivered or mailed by the Secretary of the Corporation to each Member of record entitled to vote at such meeting, at such address as appears upon the records of the Corporation and at least ten (10) days before the date of such meeting, on being notified of the place, day and hour thereof by the officers or persons calling the meeting.

Section 4. Waiver of Notice. Notice of any meeting may be waived in writing by any member if the waiver sets forth in reasonable detail the time and place of the meeting and the purposes thereof. Attendance at any meeting in person, or by proxy when the instrument of proxy sets forth in reasonable detail the purposes of such meeting, shall constitute a waiver of notice of such meeting.

Section 5. Voting Rights: Each Member in the Corporation

shall have the voting rights specified in the Articles of Incorporation of the Corporation.

Section 6. Voting by Proxy. A Member entitled to vote at any meeting of Members may vote either in person or by proxy executed in writing by the Member or a duly authorized attorney-in-fact of such Member. (For purposes of this section, a proxy granted by telegram by a Member shall be deemed "executed in writing by the Member.") No proxy shall be voted at any meeting of Members unless the same shall be filed with the secretary of the meeting at the commencement thereof. The general proxy of a fiduciary shall be given the same effect as the general proxy of any other Member.

Section 7. Voting Lists. The secretary shall make, at least five (5) days before each meeting of Members at which one or more directors are to be elected, a complete list of the Members entitled to vote at such election, arranged in alphabetical order, with the address of each, which list shall be kept on file at the principal office of the Corporation and shall be subject to inspection by any Member at any time during usual business hours for a period of five (5) days prior to such meeting. The list shall also be produced and kept open at the time and place of election and shall be subject to inspection by any Member during the whole time of the meeting.

Section 8. Quorum. At any meeting of Members, a majority

of the Members who may vote on any business to be transacted at such meeting, represented thereat in person or by proxy, shall constitute a quorum, and a majority vote of such quorum shall be necessary for the transaction of any business by the meeting, unless a greater number is required by law, the Articles of Incorporation or these By-Laws.

Section 9. Conduct of Meetings. Members meetings, including the order of business, shall be conducted in accordance with Robert's Rules of Order, Revised, except insofar as the Articles of Incorporation, these By-Laws, or any rule adopted by the Board of Directors or Members may otherwise provide. The Members may, by unanimous consent, waive the requirement of this section; but such waiver shall not preclude any Member from invoking the requirements of this section at any subsequent meeting.

Section 10. Action by Consent. Any action required to be taken at a meeting of Members, or any action which may be taken at a meeting of Members, may be taken without a meeting but with the same effect as a unanimous vote at a meeting, if, prior to such action, a consent in writing, setting forth the action so taken, shall be signed by all Members entitled to vote with respect thereto, and such consent is filed with the minutes of the Members proceedings.

ARTICLE III

Board of Directors

Section 1. Duties and Qualifications. The business and affairs of the Corporation shall be managed by a Board of Directors, none of whom need be Members of the Corporation.

Section 2. Number and Terms of Office. There shall be initially five (5) Directors of the Corporation who shall be elected at each annual meeting of the Members to serve for a term of One (1) year and until their successors shall be chosen and qualified, or until removal, resignation or death. If the annual meeting of the Members is not held at the time designated in these By-Laws, the Directors then in office shall hold over until their successors shall be chosen and qualified.

Section 3. Vacancies. Any vacancy in the Board of Directors caused by death, resignation, incapacity or increase in the number of Directors may be filled by a majority vote of all the remaining members of the Board of Directors. Members shall be notified of any increase in the number of Directors and the name, address, principal occupation and other pertinent information about any Director elected by the Board to fill any vacancy in the next mailing sent to the Members following any such increase or election. Vacancies on the Board of Directors occasioned by removal of a Director shall be filled by a vote of the Members entitled to vote thereon at an annual or special meeting thereof. A Director

elected to fill a vacancy shall hold office until the next annual or special meeting of Members and until his successor shall be elected and qualified.

Section 4. Annual Meetings. Unless otherwise agreed upon, the Board of Directors shall meet immediately following the annual meeting of the Members, at the place where such meeting of Members was held, for the purpose of election of officers of the Corporation and consideration of any other business which may be brought before the meeting. No notice shall be necessary for the holding of this annual meeting.

Section 5. Other Meetings. Regular meetings of the Board of Directors may be held pursuant to a resolution of the Board to such effect. No notice shall be necessary for any regular meeting. Special meetings of the Board of Directors may be held upon the call of the president or of any two (2) members of the Board and upon twenty-four (24) hours' notice specifying the time, place and general purposes of the meeting, given to each Director either personally or by mail, telegram or telephone. Notice of a special meeting may be waived in writing by telegram. Attendance at any special meeting shall constitute waiver of notice of such meeting.

Section 6. Quorum. A majority of the whole Board of Directors shall be necessary to constitute a quorum for the transaction of any business except the filling of vacancies, and the act of the majority of the Directors present at a meeting at which

a quorum is present shall be the act of the Board of Directors unless the act of a greater number is required by law, the Articles of Incorporation, or these By-Laws.

Section 7. Action by Consent. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting, if prior to such action a written consent to such action is signed by all members of the Board and such consent is filed with the minutes of proceedings of the Board.

ARTICLE IV

Offices

Section 1. Offices and Qualifications Therefor. The officers of the Corporation shall consist of a president, one (1) or more vice-presidents, a secretary, a treasurer and such assistant officers as the Board of Directors shall designate. The president shall be chosen from among the Directors. Any two (2) of more offices may be held by the same person, except the duties of the president and the secretary shall not be performed by the same person.

Section 2. Terms of Office. Each officer of the Corporation shall be elected annually by the Board of Directors at its annual meeting and shall hold office for a term of one (1) year and until his successor shall be duly elected and qualified.

Section 3. Vacancies. Whenever any vacancies shall occur in any of the offices of the Corporation for any reason, the same

may be filled by the Board of Directors at any meeting thereof, and any officer so elected shall hold office until the next annual meeting of the Board of Directors and until his successor shall be duly elected and qualified.

Section 4. Removal. Any officer of the Corporation may be removed, with or without cause, by the Board of Directors whenever a majority of such Board shall vote in favor of such removal.

Section 5. Compensation. Each officer of the Corporation shall receive such compensation for his service in such office as may be fixed by action of the Board of Directors, duly recorded.

ARTICLE V

Powers and Duties of Officers

Section 1. President. Subject to the general control of the Board of Directors, the president shall manage and supervise all the affairs and personnel of the Corporation and shall discharge all the usual functions of the chief executive officer of a not-for-profit corporation. He shall preside at all meetings of Members and Directors and shall have such other powers and duties as these By-Laws or the Board of Directors may prescribe. The president shall have authority to execute, with the secretary, powers of attorney appointing other corporations, partnerships or individuals, the agents of the corporation subject to law, the Articles of Incorporation and these By-Laws.

Section 2. Vice-Presidents. The vice-presidents, in the

order designated by the Board of Directors, shall have the powers of, and perform all the duties incumbent upon, the president during his absence or disability and shall have such other powers and duties as these By-Laws or the Board of Directors may prescribe.

Section 3. Secretary. The secretary shall attend all meetings of the Members and of the Board of Directors, and keep, or cause to be kept, a true and complete record of the proceedings of such meetings, and he shall perform a like duty, when required, for all standing committees appointed by the Board of Directors. If required, he shall attest the execution by the Corporation of deeds, leases, agreements and other official documents. He shall attend to the giving and serving of all notices of the Corporation required by these By-Laws, shall have custody of the books (except books of account) and records of the Corporation, and in general shall perform all duties pertaining to the office of secretary and such other duties as these By-Laws or the Board of Directors may prescribe.

Section 4. Treasurer. The treasurer shall keep correct and complete records of account, showing accurately at all times the financial condition of the Corporation. He shall have charge and custody of, and be responsible for, all funds, notes, securities and other valuables which may from time to time come into the possession of the Corporation. He shall deposit, or cause to be deposited, all funds of the Corporation with such depositaries as

the Board of Directors shall designate. He shall furnish at meetings of the Board of Directors, or whenever requested, a statement of the financial condition of the Corporation, and in general shall perform all duties pertaining to the office of treasurer and such other duties as these By-Laws of the Board of Directors may prescribe.

Section 5. Assistant Officers. The Board of Directors may from time to time designate and elect assistant officers who shall have 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 these By-Laws or the Board of Directors may prescribe. An assistant secretary may, in the absence or disability of the secretary, attest the execution of all documents by the Corporation.

ARTICLE VI

Excessive Compensation

Any officer of the Corporation receiving payments from the Corporation as a salary, commission, bonus, interest, rent, or for an entertainment expense incurred by him, which payment is disallowed by the Internal Revenue Service in whole or in part as a deductible expense of the Corporation in computing its United States income tax, shall be required to reimburse the Corporation to the full and complete extent of such disallowance. The Board of Directors shall enforce the payment to the Corporation by the

officer of each amount disallowed so as to assist the Corporation in paying the deficiency and to prevent a decrease in the assets of the Corporation resulting from the payment of said deficiency. A majority of the Board of Directors may require, or permit, the withholding of proportionate amounts of future compensation payments made to the officer until the amount owed to the Corporation has been recovered. Each officer of the Corporation, by accepting election as such officer, hereby agrees to make any repayments to the Corporation required by this Article VI and authorizes the withholding contemplated hereby, if the Board of Directors requires such action.

At the time of the election of an individual to serve as an officer of the Corporation, he shall be given a copy of this Article VI, and its provisions shall be explained to him.

ARTICLE VII

Miscellaneous

Section 1. Corporate Seal. The Seal of the Corporation shall be circular in form with the name of the Corporation around its periphery, and the word "Seal" through the center.

Section 2. Execution of Contracts and Other Documents. Unless otherwise ordered by the Board of Directors, all written contracts and other documents entered into by the Corporation shall be executed on behalf of the Corporation by the president or vice-

president, and, if required, attested by the secretary or an assistant secretary.

Section 3. Fiscal Year. The fiscal year of the Corporation shall begin on the 12th day of July of each year and end on the 30th day of June of each year.

ARTICLE VIII

Amendments

Subject to law and the Articles of Incorporation, the power to make, alter, amend or repeal all or any part of these By-Laws is vested in the Board of Directors. The affirmative vote of a majority of all the Directors shall be necessary to effect any such changes in these By-Laws.

Signed copies in Public Wks

L E A S E

THIS LEASE, entered into this _____ day of _____, 19____, between MONROE COUNTY JAIL, LAW ENFORCEMENT AND GOVERNMENTAL SPACE BUILDING CORPORATION (hereinafter called "Lessor"), and MONROE COUNTY, INDIANA, a body corporate and politic designated by the laws of the State of Indiana as "The Board of Commissioners of the County of Monroe", acting through the Board of Commissioners thereof and the CITY OF BLOOMINGTON, INDIANA, a body corporate and politic designated by the laws of the State of Indiana as "The City of Bloomington, Indiana", acting through the Board of Public Works thereof (hereinafter jointly called "Lessees").

WITNESSETH THAT:

In consideration of the mutual covenants herein contained it is agreed that:

1. Premises, Term, and Warranty. The Lessor does hereby lease, demise and let to Lessees the real estate in Monroe County, Indiana, more particularly described in Exhibit "A" attached hereto and made a part hereof together with a building to house a jail, law enforcement facilities and other governmental space (hereinafter referred to as "Building") to be erected on a portion thereof by Lessor according to plans and specifications dated August 30, 1983 ~~and as amended~~ for the Lessor by Odle/Burke Architects, Inc. of Bloomington, Indiana and Four Hundred Fifty-one

Thousand Five Hundred Dollars ($451,500.00) of equipment agreed upon between Lessor and the Lessees.

The above mentioned plans and specifications may be changed, additional construction work may be performed and equipment may be purchased by Lessor, but only with the approval of Lessees, and only if such changes or modifications, additional construction work or equipment do not alter the character of the building, reduce the value thereof and do not cause an increase in the cost of the project in excess of $15,900,000.00. Any such additional construction work or equipment shall be part of the property covered by this Lease. The above mentioned plans and specifications have been filed with and approved by Lessees.

TO HAVE AND TO HOLD the same with all rights, privileges, easements and appurtenances thereunto belonging, unto Lessees, for a term of Seventeen (17) years, beginning on the date the building above referred to is completed and ready for occupancy, but no later than June 30, 1986, and ending on the day prior to such date seventeen (17) years thereafter. The date the building is completed, ready for occupancy, shall be endorsed on this lease at the end hereof by the parties hereto as soon as the same can be done after such completion, and such endorsement shall be recorded as an addendum to this lease. The Lessor hereby represents that it is possessed of, or will acquire, a good and indefeasible estate in fee simple to the above described real estate, and Lessor warrants and will defend the same against all claims

whatsoever not suffered or caused by the acts or omissions of Lessees or its assigns.

2. Semi-Annual Rental Payments. The Lessees agree to pay rental for said premises at the rate of Two Million Two Hundred Fifteen Thousand Dollars ($2,215,000.00) per year during the term of this lease. The first rental installment shall be due on the day that the building to be erected on the premises is completed and ready for occupancy, in an amount which provides for rental at the yearly rate specified above from the date of completion until the first July 1 or January 1 following such date of completion. Thereafter, such rental shall be payable in advance in semi-annual installments of One Million One Hundred Seven Thousand Five Hundred Dollars ($1,107,500.00) on June ~~30~~ 25 and December ~~30~~ 28 of each year. The last semi-annual rental payment due before the expiration of this lease shall be adjusted to provide for rental at the yearly rate specified above 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 Lessees to

in the City of Indianapolis, Indiana, as Trustee, or to such other bank or trust company as may from time to time succeed said

as Trustee

under the Trust Indenture securing the first mortgage bonds to be issued by the Lessor. All payments so made by the Lessees

shall be considered as payment to the Lessor of the rentals payable hereunder.

If the net interest cost to the Lessor on the Bonds issued by Lessor to pay for the cost of the Building, including the acquisition of the site thereof and other expenses incidental thereto, is less than 11 %, the annual rental shall be reduced to an amount equal to the multiple of $1,000 next highest to the highest sum of principal and interest due in any year ending on the bond maturity date (bond year) on such Bonds plus $1,000, payable in equal semi-annual installments. Such amount of reduced annual rental shall be endorsed on this lease at the end hereof by the parties hereto as soon as the same can be done after the sale of said Bonds, and such endorsement shall be recorded as an addendum to this lease. The lease rental reduction shall apply to both Lessees in the same proportion as their respective contributions to the lease rental payment bears to this total lease rental payment.

3. Additional Rental Payments. The Lessees shall pay as further rental for said premises all taxes and assessments levied against or on account of the leased property and/or the receipt of the lease rental payments. 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 Lessees, at least three (3) days before the last day upon which the same must be

paid to avoid delinquency. In case the Lessees 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 conditioned for the payment of the charges so desired to be contested and all damages or loss resulting to the Lessor from nonpayment thereof when due, the Lessees shall not be obligated to pay the same until such contests shall have been determined.

4. Division of Rent. All rental payments, charges and expenses in connection with this lease shall be divided between the Lessees as they shall agree in writing between themselves under the terms of an interlocal cooperation agreement. There shall be no right of occupancy by any Lessee until the aggregate rental is paid as required by this lease.

5. Abatement of Rent. In the event the building to be erected on the premises shall be partially or totally destroyed, whether by fire or any other casualty, so as to render the same unfit, in whole or part, for use and occupancy by the Lessees, it shall be the obligation of the Lessor to restore and rebuild the building 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 Clause

7 hereof.

If there is in force on the date of such partial or total destruction insurance on the demised premises and the rental value thereof, in accordance with the provisions of Clause 7 hereof, the rent shall be abated for the period during which the building or any part thereof is unfit for occupancy and shall be in proportion to the percentage of floor area which is unfit for occupancy.

6. Alterations and Repairs. The Lessees assume all responsibility for repairs, maintenance, cleaning, decorating and alterations to the building or to the adjacent parking area to be constructed by the Lessor. No alterations shall be made by Lessees without first obtaining the written consent of Lessor. At the end of the term, Lessees shall deliver the leased property to Lessor in as good condition as at the beginning of the term, reasonable wear and tear only excepted. Equipment or other personal property which becomes worn out or obsolete may be discarded or sold by Lessees provided it is not considered a fixture. Lessees need not replace such personal property, but may replace such property at their own expense, which replacement property shall belong to Lessees. The proceeds of the sale of any personal property shall be paid to the above mentioned Trustee. Lessees may trade in any obsolete or worn out personal property or replacement property which will belong to Lessees upon payment to the

Trustee of an amount equal to the trade-in value of such property.

7. Insurance. Lessees, at their own expense, will, during the full term of the lease, keep the demised premises insured against physical loss or damage, however caused, with such exceptions as are ordinarily required by insurers of buildings or facilities of a similar type, in good and responsible insurance companies to the approval of Lessor. Such insurance shall be in an amount equal to one hundred five percent (105%) of the full replacement cost of the leased facilities as certified by a registered architect, registered engineer, or professional appraisal engineer, selected by the Lessor, on the effective date of this lease and on or before the first day of January of each year thereafter. Such appraisal may be based upon a recognized index of conversion factors. During the full term of this lease Lessees will also, at their own expense, maintain rent or rental value insurance in amount equal to the full rental value of the leased facilities for a period of two (2) years against physical loss or damage of the type insured against pursuant to the preceding requirements of this clause. Such policies shall be for the benefit of persons having an insurable interest in the demised 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

Add clause that [illegible] claim insurance [illegible] Corp. as insured.

certificate of the insurance commissioner 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 Lessees fail to maintain insurance in accordance with this clause, such insurance may be obtained by the Lessor and the amount paid therefor shall be added to the amount of rental payable by the Lessees under this lease; provided, however, that the Lessor shall be under no obligation to obtain such insurance and any action or nonaction of the Lessor in this regard shall not relieve the Lessees of any consequence of its default in failing to obtain such insurance, including their obligation to continue the rental payments in case of total or partial destruction of the building as provided in Clause 5 hereof.

8. General Covenants. The Lessees shall not assign this lease or sublet the demised premises herein described without the written consent of Lessor. Lessees shall use and maintain the demised premises in accordance with the laws and ordinances of the United States of America, the State of Indiana, and all other proper governmental authorities. Lessees shall save the Lessor harmless from any and all claims for damages, occurring in or on the demised premises including costs, expenses and attorney fees.

9. Option to Purchase. Lessor hereby grants to each Lessee

the right and option, on any rental payment date, from and after ( ) years from the date of the execution of this lease and prior to the expiration thereof, upon written notice to Lessor, to purchase its portion of the demised premises or all of the demised premises with the written consent of the other Lessee, at a price equal to the amount required to enable Lessor to liquidate by paying all indebtedness, including all premiums payable on the redemption thereof and accrued and unpaid interest, by redeeming and retiring all stock at par, and by paying the expenses and charges of liquidation. In no event, however, shall such purchase price exceed the capital actually invested in such property by Lessor represented by outstanding securities or existing indebtedness plus the cost of transferring the property and liquidating the Lessor corporation. The phrase "capital actually invested" as used herein shall be construed to include, but not by way of limitation, the following amounts expended by the Lessor: organization and incorporation expenses, financing costs, carrying charges, legal fees, architects' fees, contractors' fees and reasonable costs and expenses incidental thereto.

Upon request of the Lessee or Lessees, the Lessor agrees to furnish an itemized statement setting forth the amounts required to be paid by the Lessee or Lessees on the next rental payment date in order to purchase the demised premises in accordance with the preceding paragraph. The statement shall also set forth the

name of the Trustee under the trust agreement or agreements securing the outstanding indebtedness of the Lessor.

If the Lessee or Lessees exercise their option to purchase, they shall pay to the Trustee referred to above that portion of the purchase price which is required to pay all indebtedness of Lessor, including all premiums payable on the redemption thereof and accrued and unpaid interest. Such payment shall not be made until the Trustee gives to Lessee or Lessees a written statement that such amount will be sufficient to retire all outstanding indebtedness of Lessor secured by the trust agreement or agreements between the Trustee and the Lessor, including all premiums payable on the redemption thereof and accrued and unpaid interest.

The remainder of such purchase price shall be paid by the Lessee or Lessees to the Lessor. Nothing herein contained shall be construed to provide that Lessees shall be under any obligation to purchase the demised premises, or under any obligation in respect to any creditors, shareholders, or security holders of Lessor.

10. Option to Renew. Lessor hereby grants to Lessees the right and option to review this lease for a further like, or lesser, term upon the same or like conditions as herein contained, and Lessees shall exercise this option by written notice to Lessor given upon any rental payment date prior to the expiration of this lease.

11. Defaults. If the Lessees shall default in the payment of any rentals or other sums payable to the Lessor hereunder, or in the payment of any other sum herein required to be paid for the Lessor, or in the 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 or either 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 the Lessor, at its option, without further notice, may terminate the estate and interest of the Lessees hereunder, and it shall be lawful for the Lessor forthwith to resume possession of the demised premises and the Lessees covenant to surrender the same forthwith upon demand.

The exercise by the Lessor of the above right to terminate this lease shall not release the Lessees 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. In the event of default or a breach by a Lessee or Lessees, the Lessor shall be entitled to resover its attorney fees and other costs

and expenses incurred in protecting its rights under this lease.

12. 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 or parties at their last known place of business.

13. Successors or Assigns. All covenants of this lease, whether by Lessor or Lessees, shall be binding upon the successors and assigns of the respective parties hereto.

14. Construction of Covenants. Lessor was organized for the purpose of constructing and erecting the building and leasing the same to Lessees under the provisions of Public Law 72 of the Acts of the Indiana General Assembly for the year 1974 and/or the Acts of 1981, Public Law 57, Section 36 and all acts amendatory thereof or supplemental thereto. All provisions herein contained shall be construed in accordance with the provisions of said Act as amended, and to the extent of inconsistencies, if any, between the covenants and agreements in this lease and the provisions of said Act, the provisions of said Act shall be deemed to be controlling and binding upon Lessor and Lessees.

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

L E S S O R

MONROE COUNTY JAIL, LAW
ENFORCEMENT AND GOVERNMENTAL
SPACE BUILDING CORPORATION

By_____
Written Signature

_____
Printed Signature
PRESIDENT

ATTEST:

_____
Written Signature

_____
Printed Signature
SECRETARY

STATE OF INDIANA)
) ss:
COUNTY OF MONROE)

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, respectively, of MONROE COUNTY JAIL, LAW ENFORCEMENT AND GOVERNMENTAL SPACE BUILDING CORPORATION, and acknowledged the execution of the foregoing lease for and on behalf of said Corporation.

WITNESS my hand and Notarial Seal this _____ day of _____, 19____.

My commission expires:

_____

_____
Notary Public
Printed Name:_____
Residing Monroe County

L E S S E E

MONROE COUNTY, INDIANA by and through the Board of Commissioners

By _____
Written Signature

Charlotte Zietlow
Printed Signature

ATTEST:

By _____
Written Signature

_____
Written Signature

Warren Henegar
Printed Signature

Vi Simpson
Printed Signature
AUDITOR

By _____
Written Signature

Phillip Rogers
Printed Signature
COMMISSIONERS

STATE OF INDIANA)
) ss:
COUNTY OF MONROE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Charlotte Zietlow, Warren Henegar and Phillip Rogers, personally known to me to be the duly elected and acting Board of Commissioners of Monroe County, Indiana, and Vi Simpson, the duly elected and acting Auditor of Monroe County, Indiana, and acknowledged the execution of the foregoing lease for and on behalf of said County.

WITNESS my hand and Notarial Seal this _____ day of _____, 19____.

My commission expires:

_____

_____
Notary Public
Printed Name: _____
Residing Monroe County

L E S S E E

BOARD OF PUBLIC WORKS OF THE
CITY OF BLOOMINGTON, INDIANA

By_____
Written Signature

_____
Printed Signature

By_____
Written Signature

_____
Printed Signature

ATTEST:

_____
Written Signature

_____
Printed Signature

_____
Written Signature

_____
Printed Signature

STATE OF INDIANA)
) ss:
COUNTY OF MONROE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, _____ and _____, personally known to me to be the duly elected and acting BOARD OF PUBLIC WORKS of the City of Bloomington, Indiana, and _____ _____, the _____ of the City of Bloomington, Indiana, and acknowledged the execution of the foregoing lease for and on behalf of the City of Bloomington, Indiana.

WITNESS my hand and Notarial Seal this _____ day of _____, 19____.

My commission expires:

_____

_____
Notary Public
Printed Name:_____
Residing Monroe County

Part of In Lots Number Three Hundred Nine (309) and Three Hundred Ten (310), in the City of Bloomington, Indiana, bounded and described as follows, to-wit: Commencing on the east line of said In Lot number 309, twenty-eight (28) feet south of the northeast corner thereof, thence running west 62 feet, thence north 28 feet to the north line of said In Lot number 309, thence west 70 feet to the west line of said In Lot number 309, thence south on the west line of said In Lots number 309 and 310 a distance of 88 feet, thence east 132 feet to the east line of said In Lot number 310, thence north on the east line of said In Lots number 310 and 309 a distance of 60 feet and to the place of beginning.

ALSO, part of In Lot Number Three Hundred Ten (310) in the City of Bloomington, bounded and described as follows, to-wit: Commencing Forty-four (44) feet North of the Southeast corner of said lot Three Hundred Ten (310), running thence West One Hundred Thirty-two (132) feet to the West line of said lot, thence South Forty-four (44) feet, to the Southwest corner of said lot, thence East One Hundred Thirty-two (132) feet to the Southeast corner of said lot, thence North along the front line to the place of beginning.

ALSO, In Lot Number Three Hundred Eleven (311) in the City of Bloomington, Indiana, as shown by the recorded plat thereof.

ALSO, In Lot Number Three Hundred Twelve (312) in the City of Bloomington, Monroe County, Indiana.

ALSO, a part of In Lot Number 309 in the City of Bloomington, Indiana bounded as follows, to-wit: Commencing at the Northeast corner of said In Lot 309, thence West 62 feet, thence South 28 feet, thence East 62 feet, thence North 28 feet to the place of beginning.

ALSO, In Lots 307 and 308 in the original town, now City of Bloomington.

EXHIBIT "A"