

AGENDA
REDEVELOPMENT COMMISSION
McCloskey Conference Room
July 6, 2021 at 5:00 p.m.

This meeting will be available for electronic participation through the following link:

<https://bloomington.zoom.us/j/95499864796?pwd=b2h0MGtEaVlzQWVlUEpiaEZ3SkR0Zz09>
Meeting ID: 954 9986 4796
Passcode: 545688

- I. ROLL CALL**
- II. READING OF THE MINUTES** – June 7, 2021 and Executive Session Summary for June 7, 2021
- III. EXAMINATION OF CLAIM REGISTER** –June 11, 2021 for \$640,407.09 and June 25, 2021 for \$104,556.36
- IV. EXAMINATION OF PAYROLL REGISTERS**–June 4, 2021 for \$34,541.34 and July 2, 2021 for \$32,441.97
- V. REPORT OF OFFICERS AND COMMITTEES**
 - A. Director’s Report
 - B. Legal Report
 - C. Treasurer’s Report
 - D. Business Development Updates
- VI. NEW BUSINESS :**
 - A. Resolution 21-36: Approval of Funding for City Lawn to Mow the Trades District
 - B. Resolution 21-37: Approval of Funding for an Environmental Improvement for the Dimension Mill
 - C. Resolution 21-38: Approval to Lease Agreement with Baird for Space at College Square
- VII. BUSINESS/GENERAL DISCUSSION**
- IX. ADJOURNMENT**

Auxiliary aids for people with disabilities are available upon request with adequate notice. Please call [812-349-3429](tel:812-349-3429) or e-mail human.rights@bloomington.in.gov.

EXECUTIVE SESSION

The Redevelopment Commission of the City of Bloomington, Indiana, met on Monday, June 7, 2021, at 4:30 p.m., via ZOOM.

Commissioners Present (via ZOOM): Nicholas Kappas, David Walter, Deborah Myerson, and Deb Hutton

Commissioners Absent: Cindy Kinnarney

Staff Present: John Zody, Director, Housing and Neighborhood Development (HAND); Christina Finley, Financial Specialist, HAND.

Others Present: Larry Allen, Assistant City Attorney, City Legal Department; Alex Crowley, Director, Economic and Sustainability

The Commission discussed information in accordance with **Ind. Code § 5-14-1.5-6.1(b)(2)(D)**: strategy regarding real property transactions by the governing body.

No other matters were discussed.

The meeting adjourned at 5:00 p.m.

Nicholas Kappas, President

Cindy Kinnarney, Secretary

Date

***THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA MET on
Monday, June 7, 2021 at 5:00 p.m. via ZOOM, with Nicholas Kappas, President Presiding
<https://catstv.net/m.php?q=9775>***

I. ROLL CALL

Commissioners Present: Nicholas Kappas, David Walter, Deborah Myerson, Deb Hutton, Cathy Fuentes-Rohwer (MCCSC Representative), and April Hennessey (MCCSC Representative)

Commissioners Absent: Cindy Kinnarney

Staff Present: John Zody, Director, Housing & Neighborhood Development (HAND); Christina Finley, Financial Specialist, HAND

Others Present: Larry Allen, Attorney, City Legal Department; Dave Askins, B Square Bulletin (formerly B Square Beacon); Alex Crowley; Director, Economic and Sustainable Development; Jen Pearl, BEDC; Patrick Dierkes, Project Engineer, Engineering Department; Andrew Cibor, Director, Engineering Department; Boris Ladwig, The Herald-Times; Neil Kopper, Senior Project Engineer, Engineering Department;

- II. READING OF THE MINUTES** – David Walter moved to approve the May 17, 2021, minutes with a typo correction in Deborah Myerson’s name. Deb Hutton seconded the motion. The motion passed unanimously.
- III. EXAMINATION OF CLAIM REGISTER** – Deb Hutton moved to approve the claim register for May 28, 2021, for \$3,328,827.34. Deborah Myerson seconded the motion. The motion passed unanimously.
- IV. EXAMINATION OF PAYROLL REGISTERS** – Deborah Myerson moved to approve the payroll register for May 21, 2021, for \$33,630.43. David Walter seconded the motion. The motion passed unanimously.
- V. REPORT OF OFFICERS AND COMMITTEES**
- A.** Director’s Report. John Zody invited the commissioners to attend a press conference at the Bloomington Housing Authority on Tuesday, June 8th at noon. The press conference will cover housing issues and information from the Housing and Security Task Force.
- B.** Legal Report. Larry Allen stated the Redevelopment Commission met in executive session prior to this meeting, at 4:30 p.m. via Zoom for the purposes of discussing various real property transactions. Those conversations are confidential because they involve ongoing transactions.
- C.** Treasurer’s Report. Jeffrey Underwood was available to answer questions.
- D.** Business Development Updates: Alex Crowley reported receiving inquiries for commercial spaces at the 4th Street and Trades District garages. Crowley said the art work for the 4th Street Garage is coming together.
- VI. NEW BUSINESS**
- A.** Resolution 21-31: Approval of Project Review and Approval Form for 7-Line Construction. This project will include a protected bicycle lane, improved bus stops, and pedestrian access along 7th Street from the B-Line Trail to Woodlawn Avenue. Underwood

said this is a back-up funding request and we are reviewing other alternatives for funding for this project. He said approval of this resolution does not authorize funds to be spent. Nick Kappas asked for public comment. Dave Askins wanted confirmation that the bids came back higher than expected due to increased construction costs. Jeff Underwood will follow-up with Mr. Askins.

David Walter made a motion to approve Resolution 21-31, via roll-call vote. Deb Hutton seconded the motion. The board unanimously approved.

- B.** Resolution 21-32: Approval of Design Consultant Contract for Phase 1 East. The RDC approved a project review and approval form in 2018, which sought the support of the RDC for the purchase and redevelopment of the Old Bloomington Hospital site. The redevelopment of the site includes making infrastructure improvements in the area referenced in the Bloomington Hospital Reuse Master Plan as Phase I East. The improvements include demolition, utility coordination, transportation and public facilities, and property platting. Patrick Dierkes stated that staff solicited bids for an engineer and design consultant to perform civil site designs and landscape architecture. City staff have negotiated an agreement with Shrewsbury and Associates, LLC to perform the services for an amount not to exceed \$1,048,880. The Board of Public Works is scheduled to vote on approval of the agreement at its meeting on June 8, 2021.

Nick Kappas asked for public comment. There were no comments from the public.

Deborah Myerson made a motion to approve Resolution 21-32, via roll-call vote. Deb Hutton seconded the motion. The board unanimously approved.

The resolution needed to be renamed to better reflect the project. David Walter moved to rename the resolution as “Approval of Design Consultant Contract for Phase I East”, via roll-call vote. Deborah Myerson seconded the motion. The board unanimously approved.

- C.** Resolution 21-33: Approval of Addendum to Design Contract Funding for Multimodal Improvements along 17th Street between Monroe Street and Grant Street. Neil Kopper stated this is part of a federally funded project. The RDC previously approved the design and preliminary engineering agreement for the project with Lochmueller Group for an amount not to exceed \$636,115. City Staff believe it is in the best interest of the project to add services to the agreement, including right of way acquisition and survey and design services for unexpected conditions. Staff have negotiated an amendment to the agreement for Lochmueller to perform the additional services for an amount not to exceed \$203,630. The new total amount for the amended agreement shall not exceed \$839,745. The amendment was approved by the Board of Public Works at its meeting on May 25, 2021.

Nick Kappas asked for public comment. There were not comments from the public.

Deb Hutton made a motion to approve Resolution 21-33, via roll-call vote. Deborah Myerson seconded the motion. The board unanimously approved.

- D.** Resolution 21-34: Approval of Agreement with EV Connect for Charging Stations for the Fourth Street Parking Garage. Larry Allen stated one of the requirements for building the garages is that we would have a certain number of electric vehicle charging stations in each garage, in addition to the ability to expand that capacity. Allen said this is the initial contract to install the base units. Allen said a state grant that we expect to receive from the State of Indiana, Volkswagen settlement of Indiana will pay for one charging station in each garage. The stations will be ordered upon RDC approval.

Nicholas Kappas asked for public comment. There were no comments from the public.

David Walter made a motion to approve Resolution 21-34, via roll-call vote. Deborah Myerson seconded the motion. The board unanimously approved.

- E. Resolution 21-35: Approval of Electronic Meeting Policy. Larry Allen stated in its 2021 Regular Session, the Indiana General Assembly adopted House Enrolled Act (HEA) 1437, which amended Indiana Code Section 5-14-1.5-3.5 to provide new requirements by which members of a governing body of a public agency of a political subdivision may participate in a meeting by mean of electronic communication. Allen highlighted some of the rules in the new statute.

Nicholas Kappas asked for public comment. There were no comments from the public.

Deb Hutton made a motion to approve Resolution 21-30, via roll-call vote. Deborah Myerson seconded the motion. The board unanimously approved.

VII. BUSINESS/GENERAL DISCUSSION

VIII. ADJOURNMENT – David Walter moved to adjourn. The meeting adjourned.

Nicholas Kappas, President

David Walter, Vice-President

Date

**21-36
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF FUNDING FOR CITY LAWN TO MOW THE TRADES DISTRICT
PROPERTY**

WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) approved the acquisition and redevelopment of 12 acres of land included within the City’s Certified Technology Park (“CTP”) to create a geographical center of innovation called the Trades District;

WHEREAS, as part of the redevelopment of the Trades District, the City sought to improve the Trades District infrastructure and renovate the Dimension Mill (the “Project”);

WHEREAS, in Resolution 19-30, the RDC approved a contract with City Lawn, LLC (“City Lawn”) and approved an addenda in Resolutions 20-38 and 20-88 to perform the mowing for the Trades District to maintain the Project;

WHEREAS, in the addendum approved in Resolution 20-88, the City notified City Lawn of its intent to exercise the option to extend the Agreement through 2021;

WHEREAS, for elimination of any doubt, this Resolution is being brought to explicitly approval funding under the addendum for City Lawn to mow the areas depicted in Exhibit A in 2021 (“Services”) for a total amount not to exceed an additional Seven Thousand Dollars (\$7,000.00); and

WHEREAS, the RDC has available funds in its 444 account to pay for the Services;

NOW, THEREFORE, BE IT RESOLVED BY THE BLOOMINGTON REDEVELOPMENT COMMISSION THAT:

1. The RDC finds the above described expenditures to be an appropriate use of the available funds, and finds that the Services serve the public’s best interest.
2. The RDC hereby authorizes funding for the Services from its “444” maintenance account in amount not to exceed Seven Thousand Dollars (\$7,000.00) to be paid in accordance with the terms of the Agreement and addenda.
3. The funding authorization contained in this Resolution shall terminate on December 31, 2021, unless extended by the RDC.

BLOOMINGTON REDEVELOPMENT COMMISSION

Nicholas Kappas, President

ATTEST:

Cindy Kinnarney, Secretary

Date

EXHIBIT 1 SCOPE OF SERVICES

Areas for lawn care and mowing services owned by the RDC.



**ADDENDUM TO AGREEMENT BETWEEN CITY OF BLOOMINGTON REDEVELOPMENT
COMMISSION AND CITY LAWN SERVICE**

This Addendum supplements the Agreement between City of Bloomington Redevelopment Commission and City Lawn, LLC (“Agreement”) that was executed on April 1, 2019, as follows:

1. Scope of Services: Article 4 of the Agreement states: “Additional services not set forth in Article 1 . . . must be authorized in writing by the Commission” The Commission and City Lawn desire to add additional services to the Scope of Services specified in Article 1 to the Agreement.
2. Renewal Term: Article 25 of the Agreement permitted three additional renewal terms of the Agreement. The RDC and City Lawn hereby agree to an additional term ending December 31, 2021, unless otherwise extended with thirty-day written notice prior to the end of the term.
3. Additional Compensation: The RDC and City Lawn agree to add additional compensation for a total contract amount not to exceed Nine Thousand Dollars (\$9,000.00).
4. In all other respects, the Agreement shall remain in effect as originally written.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed the day and year last written below:

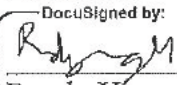
REDEVELOPMENT COMMISSION



Donald Griffin, President

Date: 11/18/20

CITY LAWN, LLC

DocuSigned by:


Randy Younger, Owner

Date: 11/23/2020

**AGREEMENT BETWEEN CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION AND
CITY LAWN, LLC**

This Agreement, entered into on this 2nd day of April, 2019, by and between the City of Bloomington Redevelopment Commission (the “RDC”), and City Lawn, LLC (“Contractor”).

Article 1. Scope of Services Contractor shall perform repair and maintenance services of the following types: mowing, vegetation removal, turf treatments, and fertilizing. These services will be performed at City facilities (“Services”) for a set price of Forty Dollars (\$40.00) per person, per hour. This rate shall include any trip charges and/or fuel charges. Costs for materials, such as fertilizer, mulch, or chemical treatments shall be paid by the RDC. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before Tuesday, December 31st, 2019, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the RDC as may be requested and desirable, including primary coordination with Alex Crowley, Director of Economic and Sustainable Development, City of Bloomington. Contractor agrees that any information or documents, including digital GIS information, supplied by the RDC pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the RDC.

Article 2. Standard of Care Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (“Standard of Care”). The RDC shall be the sole judge of the adequacy of Contractor’s work in meeting the Standard of Care; however, the RDC shall not unreasonably withhold its approval as to the adequacy of Contractor’s performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Article 3. Responsibilities of the RDC The RDC shall provide all necessary information regarding requirements for the Services. The RDC shall furnish such information as necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The RDC’s Project Manager shall act on its behalf with respect to this Agreement.

Article 4. Compensation The RDC shall pay Contractor for all fees and expenses in an amount not to exceed Seven Thousand Dollars (\$7,000.00). Contractor shall submit an invoice to the RDC upon the completion of the Services described in Article 1. The invoice shall be sent to: Alex Crowley, City of Bloomington, 401 N. Morton, Suite 150, Bloomington, Indiana 47402. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the RDC or its designated project coordinator prior to such work being performed, or expenses incurred. The RDC shall not make payment for any unauthorized work or expenses.

Article 5. Appropriation of Funds Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the RDC are at any time not forthcoming or are insufficient, through failure of any entity, including the RDC itself, to appropriate funds or otherwise, then the RDC shall have the right to terminate this Agreement without penalty.

Article 6. Schedule Contractor shall perform the Services according to the following schedule: Services will be on as needed basis upon request of the RDC. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed to by all parties.

Article 7. Termination In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the RDC may terminate or suspend performance of this Agreement at the RDC's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the RDC and the RDC shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the RDC, as set forth in Article 9 herein.

Article 8. Identity of the Contractor Contractor acknowledges that one of the primary reasons for its selection by the RDC to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the RDC. The RDC reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-Contractors, and the RDC reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Ownership of Documents and Intellectual Property All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the RDC as part of the Services shall become the property of the RDC. Contractor shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Contractor.

Article 10. Independent Contractor Status During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the RDC. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

Article 11. Indemnification Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the RDC, and the officers, agents and employees of the City and the RDC from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

Article 12. Insurance During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the RDC, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate

that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the RDC prior to the commencement of work under this Agreement.

Article 13. Conflict of Interest Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 14. Waiver No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 15. Severability The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 16. Assignment Neither the RDC nor the Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 17. Third Party Rights Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

Article 18. Governing Law and Venue This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

Article 19. Non-Discrimination Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

Article 20. Compliance with Laws In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the RDC in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 21. E-Verify Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is

participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

Article 22. Notices Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

RDC: City of Bloomington Public Works, Attn: J.D. Boruff, 401 N. Morton, Suite 120, Bloomington, Indiana 47404.

Contractor: City Lawn, LLC, PO Box 5561, Bloomington Indiana 47407.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the RDC and Contractor.

Article 23. Integration and Modification This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the RDC and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

Article 24. Non-Collusion Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit, attached hereto as Exhibit B, affirming that Contractor has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

Article 25: Renewal This Agreement may be renewed for three additional one-year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced written notice by the City to the Contractor that the City wishes to renew the Agreement at least thirty (30) days, but not more than sixty (60) days, prior to the end of the current term

CITY OF BLOOMINGTON

CITY LAWN, LLC

Philippa M. Guthrie, Corporation Counsel

Randy Younger, Owner

CITY OF BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

Mary Alice Rickert, Secretary

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the _____ of _____.
(job title) (company name)
2. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an “unauthorized alien,” as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 2019.

Notary Public’s Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated this _____ day of _____, 2019.

City Lawn, LLC

By: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2019.

Notary Public’s Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

EXHIBIT 1 SCOPE OF SERVICES

Areas for lawn care and mowing services owned by the RDC.



21-37
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

**APPROVAL OF FUNDING FOR AN ENVIRONMENTAL IMPROVEMENT FOR THE
DIMENSION MILL**

WHEREAS, on September 6, 2016, the Redevelopment Commission of the City of Bloomington (“RDC”) approved a Project Review & Approval Form (“Form”) authorizing a project to renovate the Dimension Mill for use as tech office space (the “Project”) in the portion of the CTP commonly known as The Trades District in Resolution 16-55;

WHEREAS, Dimension Mill, Incorporated (“DMI”), entered into a lease agreement with the RDC to operate the Mill as a shared-office space for technology startups and entrepreneurs;

WHEREAS, the City hired VET Environmental Engineering, LLC (“VET”) to perform indoor air testing to investigate the sources of a persistent and lingering odor that is present in two of the offices in the Dimension Mill;

WHEREAS, in Resolution 21-22, the RDC gave its approval for VET, the City to install a radon mitigation system in the Dimension Mill (“Services”);

WHEREAS, the total cost for the Services is \$10,491.05; and

WHEREAS, the RDC has available funds in both its revenue account (“444 Account”) and Consolidated TIF account to pay for the Services;

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA, THAT:

1. The RDC reaffirms its approval of the Project, and finds that the Services are the best interest of the Project and the RDC’s continued support of DMI. Further the Services would provide a public improvement to the Dimension Mill as part of its overall renovation.
2. The RDC hereby authorizes City Staff to expend an amount not to exceed Ten Thousand Four Hundred Ninety-One Dollars and Five Cents (\$10,491.05) for the Services from VET Environmental Engineering, LLC from either the RDC’s general services account (444-15-150000-53990).

BLOOMINGTON REDEVELOPMENT COMMISSION

Nicholas Kappas, President

ATTEST:

Cindy Kinnarney, Secretary

Date



VET ENVIRONMENTAL ENGINEERING, LLC

2335 West Fountain Drive, Bloomington, IN 47404
Phone: (812) 822-0400 Fax: (812) 650-3892
Email: info@vet-env.com

June 4, 2021

J. D. Boruff
Operations and Facilities Director
City of Bloomington Public Works
401 N. Morton St.
Bloomington, IN 47404

RE: Proposal for Radon Mitigation System (System) Installation

We appreciate the opportunity to talk with you and discuss working together. We look forward to working with you in the future. VET Environmental Engineering, LLC (VET) will provide radon mitigation services at Dimension Mill, Suite 112 (Suite) located at 624 North Madison Street, Bloomington, Indiana 47404 (Site). The purpose of this work is to mitigate radon concentrations within the Suite and to eliminate an observed odor that may be emanating from the sub-slab environment.

VET proposes to begin mitigation work with pressure field extension (PFE) testing. PFE testing is conducted to properly size the piping and fan for the Suite. Results of PFE testing will be considered during System design to ensure ideal parameters to include the number of extraction points needed to provide proper mitigation of the entire footprint of the Suite. Installation of the System is estimated to take two days. Final radon testing will be performed one week after System installation, under closed building conditions, and have a total test duration of no less than 48 hours. Client will receive a post-mitigation radon report and summary of work within one week of radon test completion.

System will be designed in accordance with the National Radon Proficiency Program (NRPP) Standards and the United States Environmental Protection Agency (USEPA) mitigation standards. VET will subcontract Elliott Home Services (Elliott) to assist in System installation. The System will have one sub-slab extraction point placed in the Suite. The sub-slab extraction point is achieved by first coring a hole through the concrete slab, excavating approximately 15 gallons of sub-slab material to create a suction pit, encouraging proper air flow, and installing a polyvinyl chloride (PVC) riser pipe. Interior vertical piping will run along an interior wall and exit through a roof penetration. If additional sub-slab extraction points are needed, they will manifold together on the interior of the Suite and exit through a single roof penetration. VET will

“Compliance that makes sense.”

subcontract B&L Sheet Metal & Roofing (B&L) to perform roof penetration, sealing, and flashing of exhaust piping. A radon fan will be mounted on the roof to exhaust sub-slab soil gas (SGss) and radon above the existing roofline. The exhaust stack will be painted black subsequent to installation. VET will subcontract Elite Electric, LLC (Elite) to install a dedicated circuit on the roof to provide power to the fan. System installation does not include encapsulation of interior vertical piping runs in drywall or any associated finish work.

Proposal	
Item	Cost
Radon Mitigation System Installation – 642 North Madison Street, Suite 112	\$10,491.05

VET will produce the best product we are capable of while striving to be as cost effective for you as possible. Environmental consulting work will be billed in accordance with the following rate schedule.

VET Standard Rates 2021

Principal Engineer	\$133/hour
Registered Professional Engineer	\$118/hour
Operations Manager	\$101/hour
Licensed Professional Geologist	\$95/hour
Project Manager	\$90/hour
Senior Environmental Scientist	\$90/hour
Graduate Engineer	\$90/hour
Graduate Geologist	\$85/hour
Staff Project	\$85/hour
Environmental Scientist	\$75/hour
Ecologist	\$75/hour
Senior Environmental Technician	\$75/hour
Environmental Technician	\$65/hour
GIS Analyst	\$65/hour
Clerical	\$54/hour
Mileage	\$0.70/mile
Outside Services and Expenses	Cost plus 15%

Thank you again for this opportunity. If you have questions or comments regarding anything contained in this proposal, please do not hesitate to call the office at (812) 822-0400. If you are comfortable with the proposal as it stands, please execute below.

Respectfully submitted,



Sara R. Hamidovic, MS, PE, CHMM
President/CEO, Principal Engineer

Proposal Acceptance

Signature

Date

**21-38
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**ADDENDUM TO LEASE AGREEMENT WITH BAIRD FOR SPACE AT
COLLEGE SQUARE**

WHEREAS, pursuant to Indiana Code 36-7-14 *et seq.*, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created an economic development area known as the Consolidated Economic Development Area (“Consolidated TIF”), the purpose of which is to facilitate economic development and revitalization in Bloomington;

WHEREAS, in Resolution 19-34, the RDC approved a purchase agreement for the real estate located at at the 200 block of S. College Avenue known as College Square;

WHEREAS, as part of the purchase, the RDC assumed leases that were part of the College Square Building including 202 S. College Avenue, which included a lease with Robert W. Baird & Co. Inc. (formerly J.J.B. Hilliard, W.L. Lyons, LLC) (“Property”);

WHEREAS, Staff has brought the RDC an addendum to the lease for the Property (“Addendum”), which is attached to this Resolution as Exhibit A; and

WHEREAS, the Addendum includes a notice provision for a tenant option to terminate the lease upon sixty-days’ of prior written notice and sets out the amounts payable at termination;

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA, THAT:

1. The RDC finds that the Addendum to the Lease of the Property has a valid public purpose.
2. The RDC approves the Addendum attached to this Resolution as Exhibit A.

BLOOMINGTON REDEVELOPMENT COMMISSION

Nicholas Kappas, President

ATTEST:

Cindy Kinnarney, Secretary

Date

Addendum To Lease

This ADDENDUM ("Addendum") is entered into on July 6, 2021, by and between RBOWA, LLC, an Indiana Limited Liability Company ("**Landlord**") and Robert W. Baird & Co. Incorporated, a Wisconsin corporation ("**Tenant**"). Effective July 6, 2021, the parties mutually agree to amend the original Lease between the parties dated June 16, 1999 ("**Lease**") and its Addenda to Lease dated October 25, 2004 ("**Addendum 1**"), September 26, 2006 ("**Addendum 2**"), May 14, 2010 ("**Addendum 3**"), and August 9, 2013 ("**Addendum 4**") as follows:

The following section shall be added to the Lease as Section 2.05:

Tenant Option to Terminate Lease. The Tenant may terminate this Lease at any time and for any reason provided that (i) the Tenant shall be required to provide the Landlord with a prior sixty (60) days' written notice of the effective date of such termination (the "**Termination for Convenience Date**"); (ii) on the Termination for Convenience Date, the Tenant shall pay the Landlord all rent and other amounts due through the Termination for Convenience Date and shall reimburse the Landlord for its reasonable costs and expenses incurred through the Termination for Convenience Date. The Tenant shall not be responsible for the payment of any fees/rent beyond the Termination for Convenience Date specified in Tenant's written notice of its intent to terminate.

All other terms and conditions of the original Lease and Addenda thereto shall remain in full force and effect.

IN WITNESS WHEREOF the parties have caused this Addendum to be duly executed as of the date first written above.

Landlord:
City of Bloomington
Redevelopment Commission

Tenant:
Robert W. Baird & Co. Incorporated

By: _____
Name: _____
Its: _____

By: Michael Jilek
Name: Michael Jilek
Its: SVP

LEASE AGREEMENT

This Lease, made this 16th day of JUNE, 1999, by and between RBOWA, LLC ("Landlord") and Hilliard Lyons Investments ("Tenant"). In consideration of the mutual covenants and agreements of Landlord and Tenant, the parties hereby enter into the following Lease:

Article I

Lease of Premises

Section 1.01. Property Leased. Landlord hereby leases to Tenant certain space in an office building located in Bloomington, Indiana, (the "Building"). The space to be leased in the Building by Tenant is identified in Exhibit A attached hereto and made a part hereof (the "Premises").

Section 1.02. Basic Lease Provisions.

(a) Building Address: 202 South College, Bloomington, Indiana 47404.

(b) Rentable Area Premises: 4,580 square feet (see Exhibit B).

(c) Tenant's Share: 16.53% (see Exhibit B)

(d) Monthly Rent: Months 1 through 60 - \$5,344.00

(e) Term: Commences on the Commencement Date (as defined in Section 2.01) and continues for sixty (60) months from (i) the Commencement Date if such date is the first day of a calendar month, or (ii) the first day of the calendar month immediately following the Commencement Date if such date is not the first day of a calendar month.

(f) Projected Commencement Date: June 1, 2000

(g) Address for payments and notices as follows:

LANDLORD

RBOWA, LLC
226 South College Square
P.O. Box 910
Bloomington, IN 47402-0910

TENANT

Hilliard Lyons Investments
202 South College
Bloomington, IN 47404

Section 1.03. Additional Provisions. Landlord shall provide Tenant a Five Thousand Dollar (\$5,000.00) moving allowance for moving from Tenant's current location to the Premises.

Article II

Term and Possession

Section 2.01. Term. The term of this Lease shall be for a period of sixty (60) months and shall commence on the earlier of (i) the date on which the Premises are first used and occupied by Tenant's personnel for carrying on the normal functions of its business, or (ii) the date five (5) days after Landlord gives written notice to Tenant that the improvements to be constructed by Landlord pursuant to this Lease are substantially completed and the Premises are ready for occupancy provided Tenant is able to cancel its current Lease at no cost to Tenant, otherwise the commencement shall be no earlier than June 1, 2000. The date of commencement determined as provided above shall be called the "Commencement Date".

Section 2.02. Construction of Tenant Finish Improvements and Possession. Subject to events and delays due to causes beyond reasonable control, Landlord agrees to perform and complete the work on the tenant finish improvements in the Premises as set out in Exhibit C.

Section 2.03. Surrender of the Premises. Upon expiration or earlier termination of this Lease or upon the exercise by Landlord of its right to re-enter the Premises without terminating this Lease, Tenant shall immediately surrender the Premises to Landlord, together with all alterations, improvements, and other property as provided herein, in a clean condition and otherwise in good order, condition and repair except for ordinary wear and tear. Tenant shall have the right to remove its trade fixtures and equipment and Tenants shall, at its expense, restore the Premises to the condition existing prior to installation of its trade fixtures and equipment.

Section 2.04. Option to Extend. Tenant shall have the option to renew this Lease for two (2) additional five (5) year terms at a rental rate equal to the annual rate charged for the final year of the previous lease term increased by two percent (2%) for each year of the previous lease term. To exercise such option Tenant must notify Landlord in writing, via certified mail or overnight mail return receipt requested, no less than one hundred eighty (180) days prior to the last day of the current lease term.

Article III

Rent

Section 3.01. Base Rent. Monthly rent shall be paid as specified in Section 1.02 (d) and shall be due in advance of the first day of each calendar month during the term, as the basic

rent per month for the Premises. Additional rent shall be paid pursuant to Section 3.02.

Section 3.02. Additional Rent.

(a) Definitions. As used herein, the following terms shall have the meanings indicated.

(i) "Operating Expenses" shall mean the amount of all Landlord's direct costs and expenses paid or incurred in operating and maintaining the Building (including the Common Areas) for a particular calendar year as determined by Landlord in accordance with generally accepted accounting principles, consistently applied, including by way of illustration and not limitation: all general real estate taxes and all special assessments levied against the Building, other than penalties for late payment; costs and expenses of contesting the validity or amount of real estate taxes; sewage treatment costs; insurance premiums; water, electrical and other utility charges; service and other charges incurred in the operation and maintenance of the heating, ventilation and air-condition system; cleaning and other janitorial services; tools and supplies; repair costs; landscape maintenance costs; security services; license, permit and inspection fees, management fees; wages and related employee benefits payable for the maintenance and operation of the Building; and additional direct costs and expense of operation and maintenance of the building which Landlord reasonably determines it would have paid or incurred during the applicable calendar year if the Building has been fully occupied; amortization of capital improvements that produce a reduction in operating costs, ~~together with interest at a rate of ten percent (10%) per annum on the unamortized balance thereof,~~ and in general all other costs and expenses which would, under generally accepted accounting principles, be regarded as operating and maintenance costs and expenses. *APL
Jaw*

(ii) "Tenant's Share" shall mean the percentage specified in Section 1.02 (c).

(iii) "Annual Operating Expense Adjustment" shall mean for each calendar year falling wholly or partly within the Term, Tenant's Share of the amount by which the Operating Expenses for such year exceed the product of Two Dollars and Fifty Cents (\$2.50) times the rentable area in the Building.

(b) Obligation to Pay Additional Rent. In addition to the Monthly Rent, Tenant agrees to pay as additional rent as provided herein the annual Operating Expense Adjustment for each Calendar year falling wholly or partially within the Term.

(i) Estimated Annual Operating Expense Adjustment.

The Annual Operating Expense Adjustment shall be estimated annually by Landlord, and written notice thereof shall be given to Tenant. Tenant shall then pay to Landlord each month, at the same time the installment of Monthly Rent is due, an amount equal to one-twelfth (1/12) of the estimated Annual Operating Expense Adjustment.

(ii) Increases in Estimated Annual Operating Expense Adjustment. Landlord shall have the right to revise the estimated Annual Operating Expense Adjustment for a given calendar year upon not less than fifteen (15) days prior to written notice to Tenant, provided that the actual amount of the Annual Operating Expense Adjustment for such calendar year will, in Landlord's reasonable judgment, exceed Landlord's prior estimate for such calendar year.

(iii) Annual Adjustment. Within ninety (90) days after the end of each calendar year (or as soon thereafter as is reasonably practicable), Landlord shall prepare and deliver to Tenant a statement showing the actual Annual Operating Expense Adjustment for such calendar year, and within fifteen (15) days of such date, Tenant shall pay Landlord any deficiency, or Landlord shall pay Tenant any overpayment, of the Annual Operating Expense Adjustment for such calendar year. Landlord's failure to timely deliver any statement of an estimated Annual Operating Expense Adjustment or any statement of an actual Annual Operating Expense Adjustment shall not relieve Tenant of its obligation to pay, when such statement is provided, the estimated Annual Operating Expense Adjustment or the actual Annual Operating Expenses Adjustment, as the case may be. Tenant shall have the right to inspect and review the Landlord's books regarding the Operating Expenses.

Article IV

Occupancy and Use

Section 4.01. Occupancy. Tenant shall use and occupy the Premises for a brokerage and securities firm and for no other purpose without the prior written consent of Landlord.

Section 4.02. Use of Premises. In connection with the use of the Premises, Tenant agrees to conduct business in a safe, careful, reputable and lawful manner and shall comply with and obey all laws, regulations and orders of any governmental authority or agency and all requirements, rules and regulations of the Landlord as the Landlord may develop from time to time.

Section 4.03. Signage. Tenant may place signage on the building subject to Landlord's prior approval and consent. Landlord will provide signage on at least one location on the

building. Any additional signage shall be at Tenant's expense and shall be subject to Landlord's specific review and approval.

Article V

Utilities and Other Building Services

Section 5.01. Services to be Provided. Landlord shall furnish Tenant the following utilities and other building services to the extent reasonably necessary for Tenant's comfortable use and occupancy of the Premises for general office use.

- (a) Common area, heating, ventilation.
- (b) Electricity.
- (c) Water in the common areas for lavatory and drinking purposes.
- (d) At Tenant's expense, cleaning and janitorial services on Monday through Friday of each week except legal holidays; provided, however, the Tenant shall be responsible for carpet cleaning other than routine vacuuming.
- (e) Washing of exterior and common area windows at intervals reasonably established by Landlord.
- (f) Cleaning and maintenance of the common areas, including the removal of rubbish and snow and landscaping services.
- (g) Replacement of all lamps, bulbs, starters and ballasts in the Building Standard lighting (see Exhibit C) as required from time to time as a result of standard usage.

Article VI

Repairs and Maintenance

Section 6.01. Repair and Maintenance of Building. Landlord shall make all necessary repairs to the exterior walls, exterior doors, windows, corridors and other common areas of the building, and Landlord shall keep the building in a safe, clean and neat condition and use reasonable efforts to keep all equipment used in common with other tenants, such as elevators, plumbing, heating, air-conditioning and similar equipment, in good condition and repair.

Section 6.02. Repair and Maintenance of Premises. Landlord shall keep and maintain the Premises in good order, condition and repair, except for those services that are specifically an obligation of the Tenant to provide or pay for under this Lease.

Tenant understands and agrees that except for the services specified in Sections 5.01 (e), (f) and (g); the costs of all such repairs and maintenance to the Premises shall be paid by Tenant as additional rent pursuant to Section 3.02.

Section 6.03. Alterations and Improvements. Tenant shall make no leasehold improvements, alterations or addition to any part of the premises without Landlord's prior written consent.

Section 6.04. Trade Fixtures. All of the Tenant's trade fixtures and equipment installed in the Premises may be removed by Tenant upon expiration or earlier termination of this Lease provided that (i) Tenant at its expense shall repair any damage to the Premises in the building caused by such removal and (ii) Tenant is not in default under this Lease.

Section 6.05. Mechanic's Liens. Tenant shall not permit or cause the filing of any mechanic's lien against the Premises or any part of the Building or land.

Article VII

Insurance

Section 7.01. Public Liability Insurance. Tenant agrees to procure and maintain at Tenant's expense a policy or policies of insurance written by a reasonable insurance company insuring Landlord and Tenant from any and all claims, demands or action for injury or death of any one person of not less than Five Hundred Thousand Dollars (\$500,000.00) and for injury to or death of more than one person in any one accident or occurrence to a limit of not less than One Million Dollars (\$1,000,000.00). Additionally, this public liability insurance shall cover property damages in an amount of not less than One Hundred Thousand Dollars (\$100,000.00). Tenant shall furnish Landlord certificate evidencing the existence of such insurance.

Section 7.02. Casualty Insurance. Landlord shall at all times during the term of this Lease carry a policy of fire and extended coverage insurance which insures the building, including the Premises, against loss or damage by fire or other casualty; provided, however, that Landlord shall not be responsible for, and shall not be obligated to insure against any loss of or damage to any personal property of Tenant or which Tenant may have in the building or the Premises or any trade fixtures installed by or paid for by Tenant on the Premises.

Article VIII

Assignment and Subletting

Tenant may not assign this Lease or sublet any or all of the Premises without Landlord's consent. The assignment of the Lease or the subletting of any portion or all of the Premises may be considered a default at Landlord's option. If Landlord consents to such action by written consent, Tenant is not relieved of any liability or duty under this Lease.

Article IX

Defaults and Remedies

Section 9.01. Defaults by Tenant. The occurrence of any one or more of the following events shall be a default under and breach of this Lease by Tenant:

(a) Tenant shall fail to pay any payment of Monthly Rent when the same shall be due and payable, or any other amounts due to Landlord from Tenant as additional rent or otherwise (including any amounts owed by Tenant for Building Non-Standard Work) within thirty (30) days after the same shall be due and payable.

(b) Tenant shall fail to perform or observe, whether by action or inaction, any covenant, term, provision or condition of this Lease (other than payment of rent or other charges payable hereunder) within the fifteen (15) day period after written notice of default has been given by Landlord to Tenant; provided that in the case of a default which by its nature cannot be cured within fifteen (15) days, Tenant shall have an additional reasonable period of time ("Additional Period") to cure the default if, and only if, Tenant promptly and within such fifteen (15) day period commences to cure the default and in good faith and with due diligence pursues the curing of the default throughout the Additional Period until cured.

(c) Tenant shall vacate or abandon the Premises for any period, or fail to occupy the Premises or any substantial portion thereof for a period of more than thirty (30) days.

(d) A trustee or receiver shall be appointed to take possession of all or substantially all of Tenant's assets in, of or about the Premises or of Tenant's interest in this Lease (and Tenant does not regain possession with sixty (60) days after such appointment); Tenant makes an assignment for the benefit of creditors; or substantially all of Tenant's assets in, on or about the Premises or all of Tenant's assets in, on or about the Premises or Tenant's interest in this Lease are attached or

levied under execution (and Tenant does not discharge the same within sixty (60) days thereafter).

(e) A petition in bankruptcy or insolvency or for reorganization or arrangement is filed by or against Tenant pursuant to any federal or state statute (and, with respect to any such petition filed against it, Tenant fails to secure a dismissal thereof within sixty (60) days after such filing).

Section 9.02. Remedies of Landlord. Upon the occurrence of any event or default set forth in Section 9.01, Landlord shall have the following rights and remedies, in addition to those allowed at law or in equity, any one or more of which may be exercised without further notice to or demand upon Tenant:

(a) Landlord may apply the security deposit or re-enter the Premises and cure any default of Tenant, in which event Tenant shall reimburse Landlord as additional rent for any costs and expenses which Landlord may incur to cure such default; and Landlord shall not be liable to Tenant for any loss or damage which Tenant may sustain by reason of Landlord's action, regardless of whether caused by Landlord's negligence or otherwise.

(b) Landlord may terminate this Lease, in which event (i) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Premises, and Tenant shall immediately thereafter surrender the Premises to Landlord; (ii) Landlord may re-enter the Premises and dispossess Tenant or any other occupants of the Premises by any means permitted by law, and may remove their effects, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent; and (iii) notwithstanding the termination of this Lease, Landlord may declare all rent which would have been due under this Lease for the balance of the Term to be immediately due and payable, whereupon Tenant shall be obligated to pay the same to Landlord, together with all loss or damage which Landlord may sustain by reason of such termination, it being expressly understood and agreed that the liabilities and remedies specified in this Subsection shall survive the termination of this Lease.

(c) Landlord may, without terminating this Lease, re-enter the Premises and re-let all or any part of the Premises for a term different from that which would otherwise have constituted the balance of the Term and for rent and on terms and conditions different from those contained herein, whereupon Tenant shall be obligated to pay Landlord as liquidated damages the difference between the rent provided for herein and that provided for in any lease covering a subsequent re-letting of the Premises, for the period which would otherwise have constituted the balance of the Term of this Lease, together with all of Landlord's reasonable

costs and expenses for preparing the Premises for re-letting, including all repairs, tenant finish improvements, brokers' and attorneys' fees, and all loss or damage which Landlord may sustain by reason of such re-entry and re-letting.

(d) Landlord may sue for injunctive relief or to recover damages for any loss resulting from the breach.

Section 9.03. Attorneys' Fees. If either Landlord or Tenant brings suit against the other to recover any sums owed under this Lease or otherwise to enforce compliance with the terms, covenants and conditions of this Lease, the prevailing party shall be entitled to receive from the other part reasonable attorneys' fees and other costs and expenses incurred by such party in connection with such suit regardless of whether such suit is prosecuted to judgment. As used herein, "prevailing party" shall mean, in the case of a claimant, one who is successful in obtaining substantially all of the relief sought, and in the case of a defendant or respondent, one who is successful in denying substantially all of the relief sought by the claimant.

Article X

Miscellaneous General Provisions

Section 10.01. Condition of Premises. Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty with respect to the Premises or the Building or with respect to the suitability or condition of any part of the building for the conduct of Tenant's business except as provided in this Lease.

Section 10.02. Insolvency or Bankruptcy. In no event shall this Lease be assigned or assignable by operation of law, and in no event shall this Lease be an asset of Tenant in any receivership, bankruptcy, insolvency, or reorganization proceeding.

Section 10.03. Common Areas. The term "Common Areas," as used in this Lease, refers to the areas of the building and the Land which are designed for use in common by all tenants of the Building and of the other buildings, if any, on the Land and their respective employees, agents, customers, invitees and others, and includes, by way of illustration and not limitation, entrances and exits, hallways, restrooms, sidewalks, driveways, parking areas, landscaped areas and other areas as may be designated by Landlord as part of the Common Areas of the Building. Tenant shall have the non-exclusive right, in common with others, to the use of the common Areas, subject to such nondiscriminatory rules and regulations as may be adopted by Landlord. Landlord reserves the right to change or modify the

Building, the Common Areas and other improvements and facilities located on the Land provided that (i) neither the Premises nor the general character of the Building shall be changed and (ii) Tenant's access to and use of the Premises shall not be materially impaired by reason of such changes or modifications.

Section 10.04. Choice of Law. This Lease shall be governed by and construed pursuant to the laws of the State of Indiana.

Section 10.05. Successors and Assigns. Except as otherwise provided in this Lease, all of the covenants, conditions and provisions of this Lease shall be binding upon and shall insure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

Section 10.06. Prior Agreements. This Lease, and its exhibits, contain all the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreement, understanding or representation pertaining to any such matter shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest.

Section 10.07. Severability of Invalid Provisions. If any provision of this Lease shall be held to be invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

Section 10.08. Definition of the Relationship Between the Parties. Landlord shall not, by virtue of the execution of this Lease or the leasing of the Premises to Tenant, become or be deemed a partner of or joint venturer with Tenant in the conduct of Tenant's business on the Premises or otherwise.

Section 10.09. Force Majeure. Landlord shall be excused for the period of any delay in the performance of any obligation hereunder when such delay is occasioned by causes beyond its reasonable control, including, but not limited to, war, invasion or hostility; work stoppages, boycotts, slow-downs or strikes; shortages of materials, equipment, labor or energy; man-made or natural casualties; weather conditions; acts or omissions of governmental or political bodies; or civil disturbances or riots.

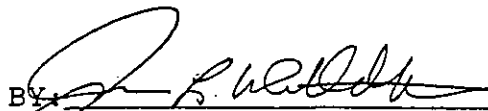
Section 10.10. Quiet Enjoyment. Landlord agrees that if Tenant performs all of the covenants and agreements herein provided to be performed by Tenant, Tenant shall, at all times during the Term of this Lease, have the peaceable and quiet enjoyment of the Premises without any manner of hindrance from Landlord or any persons claiming under Landlord.

Section 10.11. Notice. Any notice given pursuant to this Lease shall be given in writing and delivered to the addresses set forth in Section 1.02 (g).

IN WITNESS WHEREOF, the parties hereto have executed the Lease as of the day and year first above written.

RBOWA, LLC

HILLIARD LYONS INVESTMENTS

BY: 

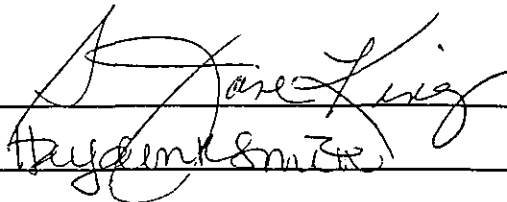
BY: David B. Estes

ITS: Member

ITS: SR. VICE PRESIDENT

WITNESS:

WITNESS:


Hayden Smith

North ↑

EXISTING
MAIN FLOOR
1/4" = 1'-0"

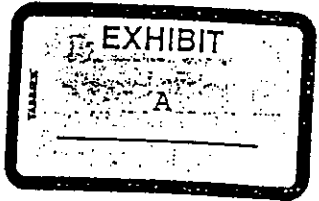
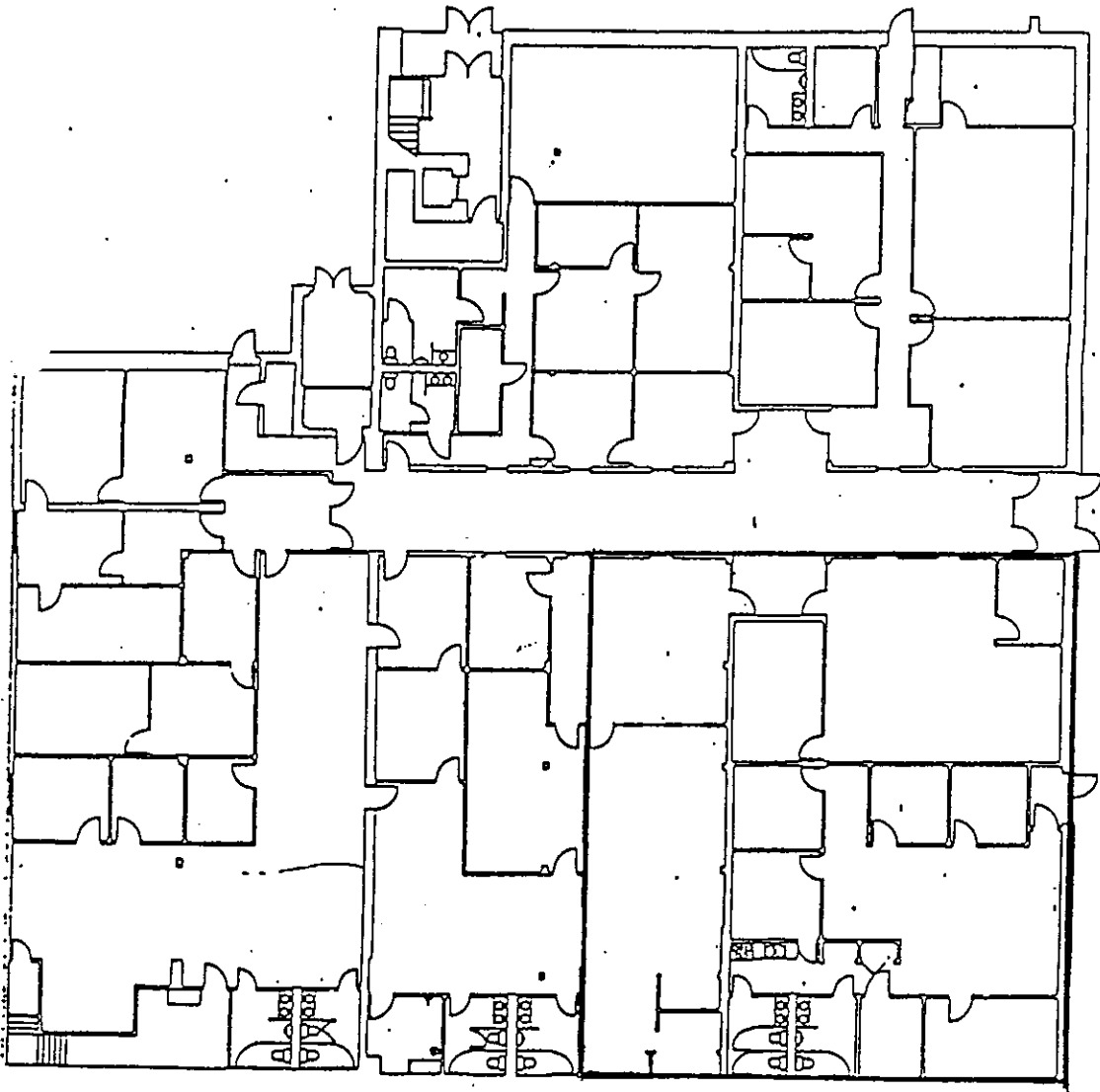


EXHIBIT B

Rentable Area

The term "Rentable Area" as used in the Lease shall mean:

(a) As to each floor of the Building on which the entire space rentable to tenants is or will be leased to one tenant (hereinafter referred to as "Single Tenant Floor" Rentable Area shall be the entire area bounded by the inside surface of the glass on the four permanent exterior walls on such floor, including all areas used for elevator lobbies, corridors, special stairways, restrooms, mechanical rooms, electrical rooms and telephone closets without deduction for columns and other structural portions of the Building or vertical penetrations that are included for the special use of Tenant. Rentable Area shall exclude the area contained within the exterior walls of the Building stairs, fire towers, vertical ducts, elevators, flues, vents, stacks and pipe shafts, which areas are reserved to Landlord.

(b) As to each floor of the Building on which space is or will be leased to more than one tenant (hereinafter referred to as "Multi-Tenant Floor"), Rentable Area attributable to each such lease shall be the total of (i) the entire areas included within the Premises covered by such lease, being the area bounded by the inside surface of any permanent exterior walls of the Building bounding such Premises, the exterior of all walls separating such Premises from any public corridors or other public area on such floor, and the centerline of all walls separating such Premises from other areas leased or to be leased to other tenants on such floor, and (ii) a pro rate portion of the area covered by the elevator, lobbies, corridors, restrooms, mechanical rooms, electrical rooms, and telephone closets situated on such floor.

(c) For purposes of establishing the initial Tenant's Share as shown in Section 1.02 (c) of this Lease, Rentable Area of the Premises is deemed to be as set forth in Section 1.02 (b) of this Lease of the Basic Lease Provisions, and Rentable Area of the Building is deemed to be 27,707 square feet. Prior to the Commencement Date, and from time to time thereafter at Landlord's option, Landlord shall determine the actual Rentable Area of the Premises and the Building, which determinations shall be conclusive, and thereupon Tenant's Share shall be adjusted accordingly.

EXHIBIT C

Landlord's and Tenant's Work

In addition to the mutual covenants contained in the Lease to which this Exhibit C is a part, Landlord and Tenant further mutually agree as follows:

1. Plans and Specifications for the Premises.

(a) Tenant agrees to cooperate with Landlord's architects and engineers, who shall prepare at Landlord's expense detailed space Plans for tenant finish improvements for the Premises which shall include, but not be limited to, locations of doors, partitioning, reflected ceiling, electrical fixtures, outlets and switches, telephone outlets, plumbing fixtures, extraordinary floor loads and other special requirements, and Tenant shall approve such other space Plans in writing on or before July 31, 1999.

(b) Tenant may require work (hereinafter referred to as "Building Non-Standard Work") different from or in addition to Building Standard Work as described in paragraph 2 of this Exhibit C. In such event, any architectural, mechanical, electrical and structural engineering drawings, plans and specifications required shall be prepared by Landlord's architect or engineer at Tenant's expense and shall be subject to the approval of Landlord.

(c) All interior decorating items and services selected by Tenant in excess of Building Standard shall be provided by Tenant at Tenant's sole cost and expense.

(d) All plans and specifications referred to in subparagraphs (a) and (b) of this paragraph are subject to Landlord's approval, which approval shall not be unreasonably withheld.

(e) Tenant's plans and specifications shall not be in conflict with building codes of the City of Bloomington or with applicable insurance regulations for a fire resistant building. All plans and specifications shall be in a form satisfactory for filing with appropriate governmental authorities for permits and licenses required for construction.

(f) The extent to which any of Tenant's requirements are Building Non-Standard work otherwise exceed Building Standard shall be determined by Landlord's architect or engineer.

2. Building Standard Work at Landlord's Cost and Expense.

Landlord agrees, at its sole cost and expense, to furnish and install all of the following building Standard Work

limited to the quantities specified by Landlord below or as indicated on Tenant's final approved plans:

(a) Entry Door. Size (3'0" X 8'0"), flush panel, solid core, prefinished oak veneer door, with full height glass sidelight, and mail drop in chrome metal frame. Hardware to include lockset in U.S. 26 finish. Allowance: One (1) per tenant.

(b) Interior Doors. Size (3'0" X 8'0"), flush panel, solid core, prefinished oak veneer door. Hardware to be passage type in U.S. 26 finish. Allowance: One (1) door for each 250 square feet of split floor usable area.

(c) Demising Partitions. Ceiling high 5/8" drywall over 3 5/8" metal studs, painted in a color selected by Tenant from Samples furnished by Landlord. Wall cavity to receive sound attenuation batt insulation. Resilient base to be 4" vinyl.

(d) Interior Partitions. Ceiling high, 5/8" drywall on both sides over 3 5/8" metal studs, painted in a color selected by Tenant from samples furnished by Landlord. Resilient base to be 4" vinyl. Allowance: One (1) foot per 12 square feet of split floor usable area.

(e) Ceiling. 2' X 2' suspended acoustical panels on white grid.

(f) Lighting. 2' x 4', 4-tube recessed fluorescent fixtures. Allowance: One (1) fixture for each 75 square feet of split floor usable area. Emergency lighting as required by code.

(g) Switches. Allowance: One (1) per 250 square feet of split floor usable area.

(h) Duplex Electrical Wall Outlets. Allowance: One (1) for each 125 square feet of split floor usable area.

(i) Telephone Wall Outlets. Allowance: One (1) for each 250 square feet of split floor usable area.

(j) Heating and Air-Conditions. Year round heating and air-conditioning system including ducted supply and return distribution system above ceiling providing conditioned air to all tenant offices and rooms. System designed to maintain temperature in normal comfort zones based on a standard lighting and electrical load not to exceed four watts per square feet or rentable area and occupancy of one person per 100 square feet of split floor usable area.

(k) Floor Covering. All floors within Tenant's Leased Premises shall be carpeted in a color selected by Tenant from sample furnished by Landlord.

(l) Blinds. Metal "Levelor" or similar blinds for all perimeter windows in Tenant's suite.

3. Building Non-Standard Work.

In addition to the Building Standard Work listed in this Exhibit C, Landlord agrees to furnish and install Building Non-Standard Work requested by Tenant and approved by Landlord. Building Non-Standard Work shall be at Tenant's sole cost and expense unless otherwise agreed to in writing by Landlord.

4. Substitutions and Credits.

Tenant may select different new materials in place of Building Standard materials which would otherwise be initially furnished and installed by Landlord in the interior of the Premises under the provisions of this Exhibit C, provided such selection is indicated on Tenant's complete plans and specifications approved by Landlord. If Tenant shall make any such selection and if the cost of such different new materials of Tenant's selection shall exceed Landlord's cost of Building Standard materials thereby replaced, Tenant shall pay to Landlord, as hereinafter provided, the difference between the cost of such different new materials thereby replaced plus a fee of twelve percent (12%) of the difference, if any for Landlord's additional costs resulting from such substitution.

All amounts payable by Tenant to Landlord pursuant to this Exhibit C shall be paid by Tenant promptly after the rendering of bills therefore by Landlord or its contractor to Tenant, it being understood that such bills may be rendered during the progress of the performance of the work and/or the furnishing and installation of the materials to which such bills related. Any such different new materials shall be surrendered by Tenant to Landlord at the end of the initial or other expiration of the term of the Lease.

ADDENDUM TO LEASE

THIS ADDENDUM entered into this 9th day of August, 2013 by and between RBOWA, LLC, an Indiana Limited Liability Company ("Landlord") and J.J.B. HILLIARD, W.L. LYONS, LLC ("Tenant") hereby replaces the Addendum to Lease entered into on February 14, 2013. Effective August 1, 2013 the parties mutually agree to amend the original Lease between the parties dated June 16, 1999 ("Lease") and its Addenda to Lease dated October 25, 2004 ("Addendum 1"), September 26, 2006 ("Addendum 2") and May 14, 2010 ("Addendum 3") as follows:

Section 1.01 entitled Property Leased shall be amended as follows:

Exhibit A attached to this addendum hereby replaces Exhibit A attached to the original lease and any subsequent addendums.

Section 1.02 entitled Basic Lease Provisions shall be amended as follows:

- (b) Rentable Area Premises: 5808 square feet (see Exhibit B)
- (c) Tenant's Share: 15.57 (see Exhibit B)
- (d) Monthly Rent: Months 1 – 12 shall equal the monthly rent corresponding to the commencement date of this Addendum to Lease and the date on the attached rent schedule. (See Appendix I)
- (f) Projected commencement date: August 1, 2013

The following paragraph shall be added to Section 1.03 entitled Additional Provisions:

Landlord agrees to provide tenant a cash allowance up to \$97,000 for costs incurred to design and improve the interior of the expansion space excluding the two windows adjacent to the two 10ft. by 7 ft. workstations shown on the attached plan (Cost of two windows installed=\$8,200). Upon occupancy tenant shall reimburse landlord for interior design and improvement costs in excess of this allowance amount. This \$97,000 shall be amortized over sixty months in tenant's monthly rent as additional monthly rent due and payable with Tenants base rent each month. The additional rent due each month for these costs equals \$1,852.81 per month.

Section 2.01 entitled Term shall be amended as follows:

The term of this Lease shall be for a period of sixty (60) months and shall commence on the earlier of (i) the date on which the Premises are first used and occupied by Tenant's personnel for carrying on the normal functions of its business or (ii) the date five (5) days after Landlord gives written notice to Tenant that the improvements to be constructed by Landlord pursuant to this Lease are substantially completed and the premises are ready for occupancy. The date of commencement determined as provided above shall be called the "Commencement Date".

Section 2.04 entitled Option to Extend shall be amended as follows:

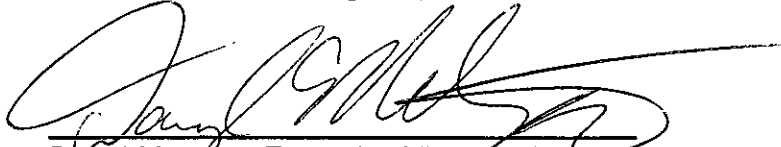
Tenant shall have the Option to Extend this lease for two (2) additional five (5) year terms at an initial rental rate equal to the rental rate for the final year of the previous lease term plus an increase of two percent (2%) and an increase of two percent (2%) annually thereafter during the extended term. To exercise such option Tenant shall provide written notice no less than one hundred eighty (180) days prior to the last day of the current lease term.

Landlord shall have the right to terminate remaining Options to Extend at the time an Option to Extend is exercised by providing written notice no less than sixty (60) days after the current option is exercised. In addition Landlord shall have the right to terminate remaining Options to Extend at any time should it enter into an arrangement to sell, transfer, or otherwise convey title to the building. To exercise this right to terminate Landlord must provide written notice no less than one hundred eighty (180) days prior to the last day of Tenant's current lease term.

All other terms and conditions of the original Lease shall remain in full force and effect.

IN WITNESS WHEREOF, on the date and year first above written, the parties hereby execute and agree to this Addendum.

J.J.B. Hilliard, W.L. Lyons, LLC



Darryl Metzger, Executive Vice President

RBOWA, LLC.



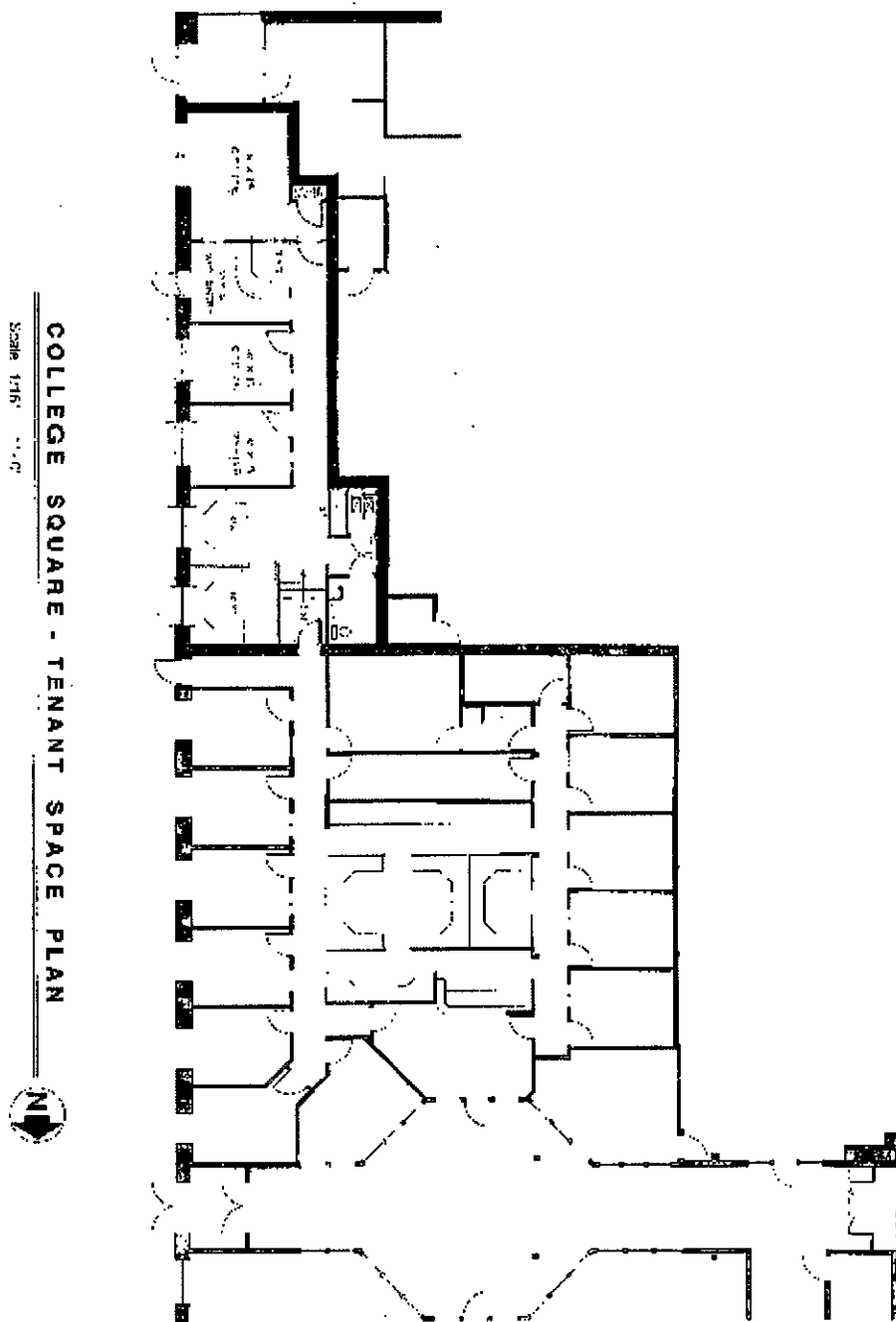
James L. Whitlatch, Member

Appendix I

Hilliard Lyons College Square Expansion Rent Schedules:

		<u>Sq</u> <u>Ft</u>	<u>Rent/Sq</u> <u>Ft/Yr</u>	<u>Annual Rent</u>	<u>Monthly</u> <u>Rent</u>
Current square feet		4315			
Expansion square feet		1493			
Total Square feet		5808			
1) Expansion Base Rent schedule without	6/1/13-5/31/14	5808	16.67	96,819.36	8,068.28
amortization of improvements:	6/1/14-5/31/15	5808	17.00	98,755.75	8,229.65
(Scheduled out 7 years from 6/1/13)	6/1/15-5/31/16	5808	17.34	100,730.86	8,394.24
	6/1/16-5/31/17	5808	17.69	102,745.48	8,562.12
	6/1/17-5/31/18	5808	18.04	104,800.39	8,733.37
	6/1/18-5/31/19	5808	18.41	106,896.40	8,908.03
	6/1/19-5/31/20	5808	18.77	109,034.32	9,086.19
2) Additional Monthly Rent		5808	3.83	22,233.75	1,852.81
(Equals 60 month amortization of \$97,000 of expansion space improvement costs)					

Exhibit A



ADDENDUM TO LEASE

THIS ADDENDUM is entered into this 14th day of MAY, 2010 by and between RBOWA, LLC, an Indiana Limited Liability Company ("Landlord") and J.J.B. HILLIARD, W.L. LYONS, LLC ("Tenant"). Effective June 1, 2010 the parties mutually agree to amend the original Lease between the parties dated June 16, 1999 ("Lease") and its Addenda to Lease dated October 25, 2004 ("Addendum 1") and September 26, 2006 ("Addendum 2") as follows:

Section 1.02 entitled Basic Lease Provisions shall be amended as follows:

(d) Monthly Rent: Months 1 – 12 \$5,649.00
and then increases of two percent (2%) at the beginning of each new twelve (12) month period.

Section 2.04 entitled Option to Extend shall be amended as follows:

Tenant shall have the Option to Extend this lease for three (3) additional five (5) year terms at an initial rental rate equal to the rental rate for the final year of the previous lease term plus an increase of two percent (2%) and an increase of two percent (2%) annually thereafter during the extended term. To exercise such option Tenant shall provide written notice no less than one hundred eighty (180) days prior to the last day of the current lease term.

Landlord shall have the right to terminate remaining Options to Extend at the time an Option to Extend is exercised by providing written notice no less than sixty (60) days after the current option is exercised. In addition Landlord shall have the right to terminate remaining Options to Extend at any time should it enter into an arrangement to sell, transfer, or otherwise convey title to the building. To exercise this right to terminate Landlord must provide written notice no less than one hundred eighty (180) days prior to the last day of Tenant's current lease term.

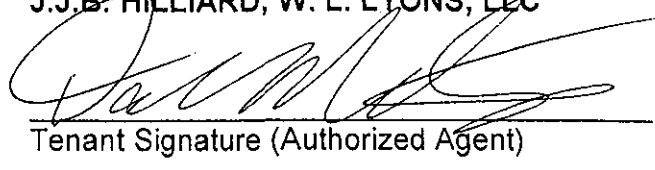
All other terms and conditions of the original Lease, Addendum 1, and Addendum 2 shall remain in full force and effect.

IN WITNESS WHEREOF, on the date and year first above written, the parties hereby execute and agree to this ADDENDUM.

RBOWA, LLC

J.J.B. HILLIARD, W. L. LYONS, LLC


Landlord Signature (Authorized Agent)


Tenant Signature (Authorized Agent)

James L. Whitlatch, member
Printed Name & Title

DARRYL METZGER EVP
Printed Name & Title

5/20/10
Date

5-11-10
Date

ADDENDUM TO LEASE

THIS ADDENDUM entered into this 26th day of September, 2006 by and between RBOWA, LLC, an Indiana Limited Liability Company ("Landlord") and Hilliard Lyons Investments ("Tenant"). The parties mutually agree to amend the original Lease between the parties dated June 16, 1999 ("Lease") and its addendum to Lease dated October 25, 2004 ("Addendum") as follows:

Effective October 1, 2006

Section 1.02 entitled Basic Lease Provisions shall be amended as follows:

- (a) Rentable Area Premises: 4315 square feet (see Exhibit B)
- (b) Tenant's Share: 15.57 (see Exhibit B)
- (c) Monthly Rent: Months 77 through 120 - \$5,538.00
- (d) Exhibit A attached to this addendum hereby replaces Exhibit A attached to the original Lease.

The following paragraph shall be added to Section 1.03 entitled Additional Provisions:

Tenant shall have the right to relet the same two hundred sixty-five square feet of rentable area terminated by this addendum. The reletting terms shall be the same as the terms remaining on Tenant's current Lease with Landlord. To relet the space Tenant must provide Landlord written notice of its request no less than 180 days prior to its desired date of occupancy.

All other terms and conditions of the original Lease shall remain in full force and effect.

IN WITNESS WHEREOF, on the date and year first above written, the parties hereby execute and agree to this Addendum.

HILLIARD LYONS INVESTMENTS

Michael J. Smith V.P. R. M.
 Name, Title

RBOWA, LLC

[Signature]
 James L. Whitlatch, Member

Addendum to Lease

THIS ADDENDUM is entered into this 25th day of October, 2004 by and between Hilliard Lyons Investments ("Tenant"), and RBOWA, LLC ("Landlord"). This addendum hereby documents Tenant's desire to exercise its first option to renew its lease for an additional five (5) year term as provided for in Section 2.04 Option to Extend of the Lease between the parties dated June 16, 1999. Thus, Tenant and Landlord mutually agree to amend the Lease as follows:

Subparagraph (d) of Section 1.02 Basic Lease Provisions shall be amended as follows:

(d) Monthly Rent: Months 61 through 120 - \$5878.00

All other terms and conditions of the original Lease shall remain in full force and effect.

IN WITNESS WHEREOF, on the date and year first above written, the parties hereby execute and agree to this Addendum.

Hilliard Lyons Investments

BY: David B. Estes

ITS: SR. VICE PRESIDENT

RBOWA, LLC

BY: James L. Whitatch
JAMES L. WHITATCH

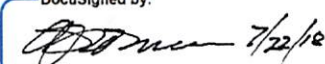
ITS: Member

OPTION TO EXTEND

This **OPTION TO EXTEND** entered into this 19th day of July, 2018 by and between RBOWA, LLC, an Indiana Limited Liability Company ("Landlord") and J.J.B. HILLIARD, W.L. LYONS, LLC ("Tenant") hereby exercises Tenant's Option to Extend ("Option") its' lease for an additional five (5) year term based on the terms outlined in Section 2.04 of the attached Addendum To Lease entered into on August 9, 2013. By accepting this Option Landlord hereby waives, for this one-time only, Tenant's written one hundred and eighty (180) day notice requirement required to exercise such Option.


IN WITNESS WHEREOF, on the date and year first above written, the parties hereby execute and agree to this **OPTION TO EXTEND**.

J.J.B. Hilliard, W.L. Lyons, LLC

DocuSigned by:

4B90BA3F3EAF487...

Alan H. Newman, EVP & Director, Private Wealth

RBOWA, LLC.

 , member
James L. Whitlatch, Member