

AGENDA
REDEVELOPMENT COMMISSION
January 4, 2021 at 5:00 p.m.

*Per the Governor's Executive Orders 20-04, 20-08, and 20-09, this meeting will be conducted electronically.
The public may access the meeting at the following link:*

<https://bloomington.zoom.us/j/93178210772?pwd=aHJ3c2UwUkRWQ1FSMW5qNk40bWtKQT09>

Meeting ID: 931 7821 0772 -- Passcode: 415132

- I. ROLL CALL**
- II. READING OF THE MINUTES** –December 21, 2020
- III. EXAMINATION OF CLAIMS** –December 24, 2020 for \$1,608,454.45
- IV. EXAMINATION OF PAYROLL REGISTERS**–December 18, 2020 for \$34,390.02
- 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. Election of Officers
 - B. Resolution 21-01: Approval of 2021 RDC Meeting Schedule
 - C. Resolution 21-02: Approval of Maintenance for RDC Owned Property
 - D. Resolution 21-03: Approval of Lease Amendment for New Hope
- 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.

THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA MET on Monday, December 21, 2020, at 5:00 p.m. via ZOOM, with Don Griffin, President, Presiding Meeting Recording Available at <https://catstv.net/m.php?q=9092>

I. ROLL CALL

Commissioners Present: Don Griffin, Eric Sandweiss, Cindy Kinnarney, Nicholas Kappas and David Walter (David Walter joined near the end of the meeting)

Commissioners Absent: None

Staff Present: Doris Sims, Director, Housing and Neighborhood Development (HAND); Brent Pierce, Assistant Director, HAND; Christina Finley, Financial Specialist, HAND

Others Present: Mick Renneisen, Deputy Mayor; Mary Carmichael, Director of Community Engagement, Office of the Mayor (OOTM); Larry Allen, Attorney, City Legal Department; Alex Crowley, Director, Economic & Sustainable Development; Josh Scism, Senior Project Manager, CORE Planning; Jen Pearl, President, BEDC; Richard Lewis, Citizen; Matt Smethurst, Project Manager, Planning & Transportation; Dave Askins, B-Square Beacon; Mary Catherine Carmichael; Patrick Murray

II. READING OF THE MINUTES – Cindy Kinnarney to approve the December 7, 2020, minutes and the December 7, 2020, Executive Summary. Eric Sandweiss seconded the motion. The motion passed unanimously.

III. EXAMINATION OF CLAIMS – Eric Sandweiss moved to approve the December 11, 2020, claim register for \$1,426,325.14. Cindy Kinnarney seconded the motion. The motion passed unanimously.

IV. EXAMINATION OF PAYROLL REGISTERS – Cindy Kinnarney moved to approve the December 4, 2020, payroll register for \$34,037.16. Nicholas Kappas seconded the motion. The motion passed unanimously.

V. REPORT OF OFFICERS AND COMMITTEES

A. Director's Report. Doris Sims was available to answer questions.

B. Legal Report. Larry Allen was available to answer questions.

C. Treasurer's Report. Jeff Underwood was available to answer questions. Mick Renneisen updated the commission on the hospital site reuse project. Renneisen said Wilhelm Construction gave a verbal quote of \$600,000 for the potential demolition of the Kohr Building, if it becomes necessary. Renneisen said IU Health has agreed to entertain the idea of a joint demolition if the City cannot find a development partner next year.

D. Business Development Updates: Alex Crowley was available to answer questions.

VI. NEW BUSINESS

A. Resolution 20-95: Agreement with SB Friedman Development Associates for Strategic and Financial Services for the Redevelopment of the Old IU Health-Bloomington Hospital Site. During the previous RDC meeting the commission approved a project review and approval form for a financial and development strategy consultant for the Old Hospital Site. Staff have negotiated an agreement with SB Friedman to perform the service for an amount not to exceed \$39,410.00.

Don Griffin asked for public comment. There were no comments from the public.

Cindy Kinnarney moved to approve Resolution 20-95 via roll-call vote. Nicholas Kappas seconded the motion. Don Griffin and Eric Sandweiss voted yes. The motion passed unanimously.

- A.** Resolution 20-96: Agreement with CORE Planning Strategies for Project Management Services for the Redevelopment Services for the Redevelopment of the Old IU Health – Bloomington Hospital Site. The RDC previously approved a project review and approval form for a project manager for the redevelopment of the old hospital site. Staff have negotiated an agreement with CORE Planning Strategies to perform the services for an amount not to exceed \$117,342.00. The CORE Planning contract will replace the contract with Kelly Boatman, who has moved to Michigan. The CORE contract is set to expire December 31, 2021.

Don Griffin asked for public comment. There were no comments from the public.

Eric Sandweiss wanted to know where we stand financially, in relation to the anticipated and current cost for management. Underwood said CORE is more expensive than working with Kelly Boatman, however we are still within budget.

Eric Sandweiss moved to approve Resolution 20-96 via roll-call vote. Cindy Kinnarney seconded the motion. Don Griffin and Nicholas Kappas voted yes. The motion passed unanimously.

- B.** Resolution 20-97: Approval of Change Order for West 17th Street Reconstruction Project. Matt Smethurst said Change Order #8 includes necessary additional compacted stone, concrete blankets, additional traffic control signage rental, pavement marking removal, and additional concrete work for an amount not to exceed \$14,927.92. This change order increases the total for Reed's contract from \$3,366,957.23 to \$3,381,885.15. Change Order #8 was considered and approved by the Board of Public Works during its meeting on December 8, 2020. Smethurst said there might be one additional change order in the future.

Don Griffin asked for public comment. There were no comments from the public.

Cindy Kinnarney moved to approve Resolution 20-97 via roll-call. Nicholas Kappas seconded the motion. Eric Sandweiss and Don Griffin voted yes. The motion passed unanimously.

- C.** Resolution 20-98: Approval of Construction Agreement Funding for Traffic Signal Replacement at 3rd Street and Indiana Avenue. Matt Smethurst said the City recently solicited bids for construction of a new traffic signal at the intersection of 3rd Street and Indiana Avenue. Three bids were received, the lowest bid was from E&B Paving. Staff have negotiated an agreement with E&B Paving to perform the construction services for the project in an amount not to exceed \$333,555. The Board of Public Works has already approved this contract at its meeting on November 19, 2020.

Eric Sandweiss asked why the traffic signal is necessary. Smethurst said the current traffic signal is dated and needed to be replaced. This contract also includes replacing all of the ADA ramps and the sidewalk around the intersection. Smethurst said the bid was \$75,000 under our engineers estimate.

Nicholas Kappas asked how this compares to other intersections that have previously been approved. Smethurst said this intersection cost is in the same price range as recent intersections. The cost of just the traffic signal is approximately \$200,000.

Don Griffin asked for public comment. There were no comments from the public.

Eric Sandweiss moved to approve Resolution 20-98 via roll-call vote. Nicholas Kappas seconded the motion. David Walter, Don Griffin, and Cindy Kinnarney voted yes. The motion passed unanimously.

D. BUSINESS/GENERAL DISCUSSION

E. ADJOURNMENT

Don Griffin, President

Cindy Kinnarney, Secretary

Date

**21-01
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

WHEREAS, the Redevelopment Commission of the City of Bloomington is authorized under Indiana Code § 36-7-14-8 to set the dates of its regular, annual, and special meetings; and

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

The regularly scheduled Redevelopment Commission meetings for 2021 and the annual organizational meeting for 2021 are set as described in the "REDEVELOPMENT COMMISSION 2021 MEETING SCHEDULE," which is attached to this Resolution as Exhibit A.

BLOOMINGTON REDEVELOPMENT COMMISSION

President

Printed Name

ATTEST:

Secretary

Printed Name

Date

2021 REDEVELOPMENT COMMISSION SCHEDULE

January 4, 2021	January 19, 2021 (Tuesday)
February 1, 2021	February 16, 2021 (Tuesday)
March 1, 2021	March 15, 2021
April 5, 2021	April 19, 2021
May 3, 2021	May 17, 2021
June 7, 2021	June 21, 2021
July 5, 2021	July 19, 2021
August 2, 2021	August 16, 2021
September 7, 2021 (Tuesday)	September 20, 2021
October 4, 2021	October 18, 2021
November, 1, 2021	November 15, 2021
December 6, 2021	December 20, 2021

All meeting will be held at 5:00 pm via Zoom unless otherwise noted.

**21-02
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF MAINTENANCE OF PROPERTY OWNED BY THE
REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON**

- WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) has purchased real property throughout the allocation area known as the Consolidated TIF and within the Trades District (“RDC Property”); and
- WHEREAS, the RDC recognizes that there are ongoing maintenance costs associated with these properties; and
- WHEREAS, in Resolution 20-02, the RDC provided funding for the maintenance of property it owns, including properties within the Certified Technology Park through December 31, 2020; and
- WHEREAS, the RDC wishes to approve the funding for the maintenance of RDC-owned property through December 31, 2021; and
- WHEREAS, the funding for the maintenance shall come from the “444 Account,” which is where rent has been deposited; and
- WHEREAS, there is sufficient revenue in the 444 Account to pay for these expenditures.

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

1. The RDC authorizes the Housing and Neighborhood Development staff to receive, process, and approve invoices to expend funds on utility bills and maintenance costs associated with the RDC Property. Invoices for maintenance costs associated with the RDC Property that are more than Five Thousand Dollars (\$5,000) must be specifically approved by the RDC in advance of their expenditure. In the event that a utility bill exceeds Two Thousand Five Hundred Dollars (\$2,500), Housing and Neighborhood Development staff will inform the RDC at its next scheduled meeting.
2. For the avoidance of doubt, the RDC authorizes the City of Bloomington Controller to directly pay for or reimburse the requests to expend funds on utility bills and maintenance costs associated with the RDC Property that have been approved by the RDC out of the 444 Account. The City of Bloomington

Controller shall not directly pay for or reimburse expenditures totaling more than One Hundred Thousand Dollars (\$100,000).

3. The authorizations provided by this Resolution shall commence on January 4, 2021, and shall expire on December 31, 2021.

BLOOMINGTON REDEVELOPMENT COMMISSION

President

Printed Name

ATTEST:

Secretary

Printed Name

Date

**21-03
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

APPROVAL OF LEASE AMENDMENT FOR NEW HOPE

WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) is authorized to fund redevelopment of areas within the Consolidated TIF; and

WHEREAS, in Resolution 18-10, the RDC approved a Project Review and Approval Form (“Form”) for a project to envision reuse of the Old Hospital Site (“Project”); and

WHEREAS, in Resolution 18-31, the RDC approved an agreement to purchase the Old Hospital Site (“Purchase Agreement”); and

WHEREAS, the RDC closed on certain parcels of property as part of the Project in accordance with the Purchase Agreement; and

WHEREAS, the parcels and properties located at 301, 303, 303 ½, 311, 313, and 409 W. 2nd Street are currently occupied by a tenant, New Hope Family Shelter, Inc.; and

WHEREAS, as part of the assumption of the leases, City staff have negotiated amendments to the leases for these parcels (“Lease Amendments”), which are all collated and attached to this Resolution as Exhibit A; and

WHEREAS, the Lease Amendments remove provisions of the lease that were not applicable to the RDC, update the payment and notice addresses, and extend the terms of the leases through March 31, 2022, after which the leases will continue month-to-month; and

WHEREAS, City staff believe the Lease Amendments are in the best interest of the public and the Project;

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

1. The RDC reaffirms its support of the Project and reiterates that it serves the public’s best interests.
2. The RDC approves the Amended Leases that are attached to this resolution as Exhibit A.

3. The RDC authorized its President to sign the Lease Amendments on its behalf.

BLOOMINGTON REDEVELOPMENT COMMISSION

President

Printed Name

ATTEST:

Secretary

Printed Name

Date

**FOURTH AMENDMENT
TO
LEASE AGREEMENT**

THIS FOURTH AMENDMENT TO LEASE AGREEMENT ("Amendment"), is entered into on the ____ day of December, 2020 by and between the City of Bloomington ("Landlord") and New Hope Family Shelter, Inc., an Indiana not-for-profit corporation ("Tenant").

WHEREAS Landlord and Tenant are parties to that certain Lease Agreement dated September 28, 2012, as amended by the Amendment to Lease dated September 28, 2012, the Lease Extension Agreement dated July 25, 2013 and the Third Amendment to Lease Agreement dated April 27, 2018 (the "Lease") for premises located at 301 West Second Street, Bloomington, Indiana (the "Premises"); and

WHEREAS, Indiana University Health, Bloomington transferred the Premises and their underlying real property ("Property") to Landlord on November 19, 2020, and as part of that transaction, Landlord assumed the Lease; and

WHEREAS, the Lease expired on November 30, 2020 but Landlord and Tenant have agreed they desire to keep the lease in place; and

WHEREAS, Landlord and Tenant desire to extend the Lease term and make other amendments to the Lease as set forth herein; and

WHEREAS, Landlord and Tenant mutually acknowledge that the Premises and the Property are located in an area of the City of Bloomington that is intended for redevelopment over the next several years, possibly beginning as soon as late 2021;

NOW, THEREFORE, the parties agree as follows:

1. To delete Article II, Section 2.1 of the Agreement and replace it with the following:

Section 2.1 Term. Upon execution of this Amendment, the Lease term shall be extended from November 30, 2020 through March 31, 2022 unless sooner terminated as provided for herein. Beginning April 1, 2022, the term shall continue on a monthly basis unless and until Landlord provides notice to Tenant of intent to terminate the Lease. Landlord agrees to provide Tenant with ninety (90) days' notice of intent to terminate.

2. To delete Article II, Section 2.2 in its entirety.

3. To delete Article IV, Section 4.2 of the Agreement and replace it with the following:

Section 4.2 Place for Payment of Rent. All rent shall be payable to Landlord or to such other person or place as Landlord may designate in writing at 401 N. Morton Street, Bloomington, IN, 47404, attention to the Controller's Office.

4. To delete the following language of Article VI, Section 6.1:

Notwithstanding the foregoing, Landlord and Tenant acknowledge and agree that Tenant is making improvements to the Building and Premises with a cost not to exceed \$26,115.00 before occupying the Building (the "Initial Improvements"). In the event that this lease shall be terminated for any reason before the end of the term stated herein, except by reason of the default of Tenant, Landlord shall reimburse Tenant on a pro-rata basis for the Tenant's cost of the Initial improvements in an amount equal to \$533.00 for each month remaining in the Lease term after the date of termination.

And to further delete the following phrase and comma beginning at line 11 of Section 6.1, and to capitalize the word "all" immediately after that phrase:

Subject to the foregoing pro-ration of improvement expenses,

5. To delete Article VI, Section 6.2(a) and replace it with the following:

(a) Landlord agrees to provide eight (8) parking spaces behind the building for Tenant's use, which spaces are depicted on Exhibit A to this Amendment.

6. To delete Article VI, Section (d) in its entirety.
7. To delete Article XIII, Section 13.2 in its entirety.
8. To delete the following language in Article XVI:

Cary Chambers, 601 W. Second Street, PO Box 1149, Bloomington, IN, 47402-1149


and replace it with the following:

Larry Allen, 401 N. Morton Street, Suite 220, Bloomington, IN, 47402

9. All other terms of the Agreement shall remain in full force and effect. Any other modification to said Agreement shall be in writing.

IN WITNESS WHEREOF, the parties execute this Amendment to the Agreement on the date first set forth above.

NEW HOPE FAMILY SHELTER, INC.



Signature

Emily Pike, Executive Director
Printed name and title

CITY OF BLOOMINGTON

Philippa M. Guthrie, Corporation Counsel

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

EXHIBIT A
(Parking Spaces)

**SECOND AMENDMENT
TO
LEASE AGREEMENT**

THIS SECOND AMENDMENT TO LEASE AGREEMENT ("Amendment"), is entered into on the ____ day of December, 2020 by and between the City of Bloomington ("Landlord") and New Hope Family Shelter, Inc., an Indiana not-for-profit corporation ("Tenant").

WHEREAS, Landlord and Tenant are parties to that certain Lease Agreement which commenced on May 1, 2014, as amended by the First Amendment to Lease Agreement dated April 25, 2018 (the "Lease") for premises located at 303 and 303 ½ West Second Street, Bloomington, Indiana (the "Premises"); and

WHEREAS, Indiana University Health, Bloomington transferred the Premises and their underlying real property ("Property") to Landlord on November 19, 2020, and as part of that transaction, Landlord assumed the Lease; and

WHEREAS, the Lease expired on November 30, 2020 but Landlord and Tenant have agreed they desire to keep the lease in place; and

WHEREAS, Landlord and Tenant desire to extend the Lease term and make other amendments to the Lease as set forth herein; and

WHEREAS, Landlord and Tenant mutually acknowledge that the Premises and the Property are located in an area of the City of Bloomington that is intended for redevelopment over the next several years, possibly beginning as soon as late 2021;

NOW, THEREFORE, the parties agree as follows:

1. To delete Article II, Section 2.1 of the Agreement and replace it with the following:

Section 2.1 Term. Upon execution of this Second Amendment, the Lease term shall be extended from November 30, 2020 through March 31, 2022 unless sooner terminated as provided for herein. Beginning April 1, 2022, the term shall continue on a monthly basis unless and until Landlord provides notice to Tenant of intent to terminate the Lease. Landlord agrees to provide Tenant with ninety (90) days' notice of intent to terminate.

2. To delete Article II, Section 2.2 in its entirety.

3. To delete Article IV, Section 4.2 of the Agreement and replace it with the following:

Section 4.2 Place for Payment of Rent. All rent shall be payable to Landlord or to such other person or place as Landlord may designate in writing at 401 N. Morton Street, Bloomington, IN, 47404, attention to the Controller's Office.

4. To delete Article VI, Sections 6.2(a) and (d) in their entirety.
5. To delete Article XIII, Section 13.2 in its entirety.
6. To delete the following language in Article XVI:

Cary Chambers, 601 W. Second Street, PO Box 1149, Bloomington, IN, 47402-1149

and replace it with the following:

Larry Allen, 401 N. Morton Street, Suite 220, Bloomington, IN, 47402

7. All other terms of the Agreement shall remain in full force and effect. Any other modification to said Agreement shall be in writing.

IN WITNESS WHEREOF, the parties execute this Amendment to the Agreement on the date first set forth above.

NEW HOPE FAMILY SHELTER, INC.



Signature

Emily Pike, Executive Director

Printed name and title

CITY OF BLOOMINGTON

Philippa M. Guthrie, Corporation Counsel

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

**SECOND AMENDMENT
TO
LEASE AGREEMENT**

THIS SECOND AMENDMENT TO LEASE AGREEMENT ("Amendment"), is entered into on the ____ day of December, 2020 by and between the City of Bloomington ("Landlord") and New Hope Family Shelter, Inc., an Indiana not-for-profit corporation ("Tenant").

WHEREAS, Landlord and Tenant are parties to that certain Lease Agreement dated January 7, 2015, as amended by the Amendment to Lease dated April 27, 2018 (the "Lease") for premises located at 311 West Second Street, Bloomington, Indiana (the "Premises"); and

WHEREAS, Indiana University Health, Bloomington transferred the Premises and their underlying real property ("Property") to Landlord on November 19, 2020, and as part of that transaction, Landlord assumed the Lease; and

WHEREAS, the Lease expired on November 30, 2020 but Landlord and Tenant have agreed they desire to keep the lease in place; and

WHEREAS, Landlord and Tenant desire to extend the Lease term and make other amendments to the Lease as set forth herein; and

WHEREAS, Landlord and Tenant mutually acknowledge that the Premises and the Property are located in an area of the City of Bloomington that is intended for redevelopment over the next several years, possibly beginning as soon as late 2021;

NOW, THEREFORE, the parties agree as follows:

1. To delete Article II, Section 2.1 of the Agreement and replace it with the following:

Section 2.1 Term. Upon execution of this Second Amendment, the Lease term shall be extended from November 30, 2020 through March 31, 2022 unless sooner terminated as provided for herein. Beginning April 1, 2022, the term shall continue on a monthly basis unless and until Landlord provides notice to Tenant of intent to terminate the Lease. Landlord agrees to provide Tenant with ninety (90) days' notice of intent to terminate.

2. To delete Article II, Section 2.2 in its entirety.

3. To delete Article IV, Section 4.2 of the Agreement and replace it with the following:

Section 4.2 Place for Payment of Rent. All rent shall be payable to Landlord or to such other person or place as Landlord may designate in writing at 401 N. Morton Street, Bloomington, IN, 47404, attention to the Controller's Office.

4. To delete Article VI, Sections 6.2(a) and (e) in their entirety.
5. To delete Article XIII, Section 13.2 in its entirety.
6. To delete the following language in Article XVI:

Cary Chambers, 601 W. Second Street, PO Box 1149, Bloomington, IN, 47402-1149

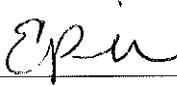
and replace it with the following:

Larry Allen, 401 N. Morton Street, Suite 220, Bloomington, IN, 47402

7. All other terms of the Agreement shall remain in full force and effect. Any other modification to said Agreement shall be in writing.

IN WITNESS WHEREOF, the parties execute this Amendment to the Agreement on the date first set forth above.

NEW HOPE FAMILY SHELTER, INC.



Signature

Emily Pike, Executive Director

Printed name and title

CITY OF BLOOMINGTON

Philippa M. Guthrie, Corporation Counsel

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

**THIRD AMENDMENT
TO
LEASE AGREEMENT**

THIS THIRD AMENDMENT TO LEASE AGREEMENT ("Amendment"), is entered into on the ____ day of December, 2020 by and between the City of Bloomington ("Landlord") and New Hope Family Shelter, Inc., an Indiana not-for-profit corporation ("Tenant").

WHEREAS Landlord and Tenant are parties to that certain Lease Agreement dated January 7, 2015, as amended by the First Amendment to Lease dated March 1, 2016 and the Second Amendment to Lease Agreement dated April 27, 2018 (the "Lease") for premises located at 313 West Second Street, Bloomington, Indiana (the "Premises"); and

WHEREAS, Indiana University Health, Bloomington transferred the Premises and their underlying real property ("Property") to Landlord on November 19, 2020, and as part of that transaction, Landlord assumed the Lease; and

WHEREAS, the Lease expired on November 30, 2020 but Landlord and Tenant have agreed they desire to keep the lease in place; and

WHEREAS, Landlord and Tenant desire to extend the Lease term and make other amendments to the Lease as set forth herein; and

WHEREAS, Landlord and Tenant mutually acknowledge that the Premises and the Property are located in an area of the City of Bloomington that is intended for redevelopment over the next several years, possibly beginning as soon as late 2021;

NOW, THEREFORE, the parties agree as follows:

1. To change "Article III Term and Possession" to "Article II Term and Possession."
2. To delete Section 2.1 of the new Article II of the Agreement and replace it with the following:

Section 2.1 Term. Upon execution of this Amendment, the Lease term shall be extended from November 30, 2020 through March 31, 2022 unless sooner terminated as provided for herein. Beginning April 1, 2022, the term shall continue on a monthly basis unless and until Landlord provides notice to Tenant of intent to terminate the Lease. Landlord agrees to provide Tenant with ninety (90) days' notice of intent to terminate.

3. To delete Article II, Section 2.2 in its entirety.
4. To delete Article IV, Section 4.2 of the Agreement and replace it with the following:

Section 4.2 Place for Payment of Rent. All rent shall be payable to Landlord or to such other person or place as Landlord may designate in writing at 401 N. Morton Street, Bloomington, IN, 47404, attention to the Controller's Office.

5. To delete Article VI, Section 6.2(a) and replace it with the following:
 - (a) Landlord agrees to continue to provide the six (6) parking spaces located at or behind 301 W. 2nd Street and 409 W. 2nd Street that Tenant is currently using, which spaces are depicted on Exhibit A to this Amendment.

6. To delete Article VI, Section 6.2(e) in its entirety.

7. To delete Article XIII, Section 13.2 in its entirety.

8. To delete the following language in Article XVI:

Cary Chambers, 601 W. Second Street, PO Box 1149, Bloomington, IN, 47402-1149

and replace it with the following:

Larry Allen, 401 N. Morton Street, Suite 220, Bloomington, IN, 47402

9. All other terms of the Agreement shall remain in full force and effect. Any other modification to said Agreement shall be in writing.

IN WITNESS WHEREOF, the parties execute this Amendment to the Agreement on the date first set forth above.

NEW HOPE FAMILY SHELTER, INC.



Signature

Emily Pike, Executive Director

Printed name and title

CITY OF BLOOMINGTON

Philippa M. Guthrie, Corporation Counsel

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

EXHIBIT A
(Parking Spaces)

**FOURTH AMENDMENT
TO
LEASE AGREEMENT**

THIS FOURTH AMENDMENT TO LEASE AGREEMENT ("Amendment"), is entered into on the ____ day of December, 2020 by and between the City of Bloomington ("Landlord") and New Hope Family Shelter, Inc., an Indiana not-for-profit corporation ("Tenant").

WHEREAS Landlord and Tenant are parties to that certain Lease Agreement dated June 20, 2011, as amended by the Amendment to Lease dated September 28, 2012, the Lease Extension Agreement dated July 25, 2013, and the Third Amendment to Lease dated April 27, 2018 (the "Lease"), for premises located at 409 West Second Street, Bloomington, Indiana (the "Premises"); and

WHEREAS, Indiana University Health, Bloomington transferred the Premises and their underlying real property ("Property") to Landlord on November 19, 2020, and as part of that transaction, Landlord assumed the Lease; and

WHEREAS, the Lease expired on November 30, 2020 but Landlord and Tenant have agreed they desire to keep the lease in place; and

WHEREAS, Landlord and Tenant desire to extend the Lease term and make other amendments to the Lease as set forth herein; and

WHEREAS, Landlord and Tenant mutually acknowledge that the Premises and the Property are located in an area of the City of Bloomington that is intended for redevelopment over the next several years, possibly beginning as soon as late 2021;

NOW, THEREFORE, the parties agree as follows:

1. To delete Article II, Section 2.1 of the Agreement and replace it with the following:

Section 2.1 Term. Upon execution of this Amendment, the Lease term shall be extended from November 30, 2020 through March 31, 2022 unless sooner terminated as provided for herein. Beginning April 1, 2022, the term shall continue on a monthly basis unless and until Landlord provides notice to Tenant of intent to terminate the Lease. Landlord agrees to provide Tenant with ninety (90) days' notice of intent to terminate.

2. To delete Article II, Section 2.2 in its entirety.

3. To delete Article IV, Section 4.2 of the Agreement and replace it with the following:

Section 4.2 Place for Payment of Rent. All rent shall be payable to Landlord or to such other person or place as Landlord may designate in writing at 401 N. Morton Street, Bloomington, IN, 47404, attention to the Controller's Office.

- 4. To delete the following language of Article VI, Section 6.1:

Notwithstanding the foregoing, Landlord and Tenant acknowledge and agree that Tenant is making improvements to the Building and Premises with a cost not to exceed \$32,000.00 before occupying the Building (the "Initial Improvements"). In the event that this lease shall be terminated for any reason before the end of the term stated herein, except by reason of the default of Tenant, Landlord shall reimburse Tenant on a pro-rata basis for the Tenant's cost of the Initial improvements in an amount equal to \$533.00 for each month remaining in the Lease term after the date of termination.

And to further delete the following phrase and comma beginning at line 11 of Section 6.1, and to capitalize the word "all" immediately after that phrase:

Subject to the foregoing pro-ration of improvement expenses,

- 5. To add a new section in Article VI, Section 6.2(c) as follows:

(a) Landlord agrees to provide three (3) parking spaces for Tenant's use at locations currently being used by Tenant at either 301 W. 2nd Street or 409 W. 2nd Street, which spaces are depicted on Exhibit A to this Amendment.

- 6. To delete Article XIII, Section 13.2 in its entirety.
- 7. To delete the following language in Article XVI:

Cary Chambers, 601 W. Second Street, PO Box 1149, Bloomington, IN, 47402-1149

and replace it with the following:

Larry Allen, 401 N. Morton Street, Suite 220, Bloomington, IN, 47402

- 8. All other terms of the Agreement shall remain in full force and effect. Any other modification to said Agreement shall be in writing.

IN WITNESS WHEREOF, the parties execute this Amendment to the Agreement on the date first set forth above.

NEW HOPE FAMILY SHELTER, INC.



Signature

Emily Pike, Executive Director
Printed name and title

CITY OF BLOOMINGTON

Philippa M. Guthrie, Corporation Counsel

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

EXHIBIT A
(Parking Spaces)