

RESOLUTION 19-1

WHEREAS, to facilitate Sangamon County construction projects, Sangamon County entered into a Lease of Parking Spaces agreement (effective from May 8, 2023, through June 30, 2025) to lease a parking lot owned by Horace Mann and located at 100 North Ninth Street, Springfield, Illinois, for \$7,800 per month and

WHEREAS, to facilitate the completion of the HUB project, it is in Sangamon County's interest to amend the Lease of Parking Spaces in the manner set forth in Exhibit 1 attached hereto so that: (a) the lease's terms will be extended until December 31, 2027; and (b) the lease will allow, in addition to Sangamon County employee vehicle parking, the additional uses of placement and occupancy of construction office trailers on a portion of the leased parking lot; and

WHEREAS, due to the additional uses of the parking lot, the amended lease will require Sangamon County to provide Horace Mann with additional liability protections, all as set forth in Exhibit 1; and

WHEREAS, due to the allowed additional uses and inflationary considerations, the amended lease terms will increase the monthly rental rate over time (from \$10,716.67 to \$12,383.33), all as set forth in Exhibit 1.

NOW, THEREFORE, BE IT RESOLVED by the Sangamon County Board on this 10th day of June, 2025, that Sangamon County enter into an agreement to amend the existing Lease of Parking Spaces with Horace Mann in the manner set forth in Exhibit 1 attached hereto.

Approved by the ____ Finance Committee ____ June 10, 2025 ____

_____, Chairman

Chairman, Sangamon County Board

ATTEST:

County Clerk

Amendment One to Lease of Parking Spaces

WHEREAS, Horace Mann Service Corporation (Lessor) entered into a lease beginning May 8, 2023 with Sangamon County, Illinois, (Lessee) for the use of Lessor's parking lot located at 100 North Ninth Street, Springfield, Illinois;

WHEREAS, Lessee has undertaken a significant construction project of a multi-modal transportation hub and renovations of the County Building;

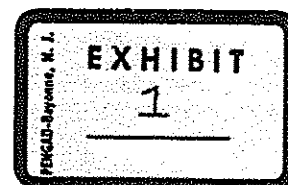
WHEREAS, Lessee has requested to use a portion of the parking lot for the General Contractor's site office, and,

WHEREAS, the parties agree the use for the construction project is a use of the lot not contemplated at the commencement of the Lease;

The parties agree to the following amendment to the Lease of Parking Spaces:

Section One of the Lease is deleted and replaced with the following:

DESCRIPTION OF PROPERTY



Lessor leases to Lessee two hundred forty (240) parking spaces in its parking lot on property commonly known as 100 North Ninth Street, in Springfield, Illinois as legally described in Exhibit A hereto, for County employee use between the hours of 6:00am and 6:00pm Monday through Friday. Except for parking spaces made unavailable by the construction project, the leased parking spaces will be available for Lessor's use or other of Lessor's invitees outside the hours of 6:00am and 6:00pm Monday through Friday, and all day on Saturday and Sunday of each week. Such Lease shall include the right of ingress and egress over and through Lessor's parking lot in which the spaces are located. The location of said parking spaces being leased hereunder are depicted on Exhibit B attached hereto.

Lessee may provide signage designating Lessee's parking spaces on the parking lot at Lessee's expense, prior to or after the Commencement Date. Lessee may paint numbers on the parking spaces for assignment purposes. Painting will be solely the expense of the Lessee.

As an additional use, Lessee may use the parking lot for the placement of the Construction Manager and contractors site offices, which will consist of trailers, fencing, utility access, and limited parking. The site offices will be located in the area depicted on Exhibit C attached hereto. If Lessee or its contractors intend to use the lot for any other purposes, Lessee will contact Lessor in writing; all other uses must be approved in writing by Lessor. Lessee understands and agrees that this additional use of the parking lot will reduce the number of available parking spaces.

Prior to termination of the Lease, Lessee agrees to return the parking lot to its original form at no expense to Lessor, including but not limited to landscaping including plants and trees, planters, fencing, and other landscaping materials and foliage, to return the lot parking surface and sub-surface to its original condition, including any painting by Lessee, and remedy any potholes, pavement wear, staining, or other damage to the parking surface or sub-surface, and to return any damaged or destroyed curbs, lighting, security infrastructure, and the like to its original condition. The original condition and original form means the state of the property (i) at the time of the initial commencement of the lease for any changes made prior to the additional use, except as the property was modified by the high-speed rail project, e.g., pump station, and (ii) at the time of this amendment for any changes arising out of the use of the property for the Construction Manager and contractor site offices.

Section Two of the Lease is deleted and replaced with the following:

RENT

Prior to the construction project, Lessee rented two hundred forty (240) parking spaces for a total of \$7,800 monthly. Beginning July 1, 2025, based on the additional permitted use of the property, Lessee shall pay rent to Lessor in the following amounts: \$10,716.67 monthly for July 1, 2025 through June 30, 2026; \$11,550.00 for July 1, 2026 through June 30, 2027; and, \$12,383.33 from July 1, 2027 until the Lease is terminated, including through any month-to-month continuation after December 31, 2027.

Section Three of the Lease is deleted and replaced with the following:

DURATION; QUIET ENJOYMENT

A. In the original Lease, the initial term of the Lease began on May 8, 2023 (the "Commencement Date") and was to continue in effect until June 30, 2025. The initial term of the Lease is modified by this Amendment to continue in effect until December 31, 2027. After December 31, 2027, by mutual written assent of the parties, the lease may continue on a month-to-month basis at the rate of \$12,500. The month-to-month continuation may be terminated by either party upon thirty (30) days notice to the other party.

During the initial term, Lessor may terminate Lease on ninety (90) days notice to Lessee. Lessee may terminate Lease upon 90 days notice to Lessor and, if termination occurs within initial Lease term, make payment to Lessor of one-half the then-monthly rent for the remaining months, provided the Lessee has returned the lot to its original form by the termination date.

B. Lessor covenants to keep Lessee in quiet possession and enjoyment of the parking lot during the term of this Lease. Lessor expressly reserves the right to prohibit use of the parking lot, at Lessor's sole discretion, by specific individuals or entities that Lessor reasonably believes to pose significant risk to Lessor's property or have engaged in activities sufficient to justify prohibition.

Section Five of the Lease is deleted and replaced with the following:

LESSEE USE AND RISK OF USE

Lessee shall be responsible for monitoring and managing physical traffic in and out of the property during the time County employees are parked in the parking lot or when the site offices are in use. Except as set forth in this section, no long-term parking shall be allowed in the parking spaces leased hereunder.

All motor vehicles parked on the property shall be parked at the sole risk of the owner of the vehicle. Lessor is not and shall not be responsible or liable for loss or damage by reason of theft, fire, collision or any other cause to any motor vehicle or its contents. Lessee, and any party claiming any right by or through Lessee, hereby waives any and all claims against Lessor for bodily injury, damages, other injuries, economic loss, or other losses arising out of Lessee's use of the property which is not caused by Lessor.

In addition to waiving any and all claims against Lessor for bodily injury, damages, other injuries, economic loss, or other losses arising out of Lessee's use of the property that is not caused by Lessor, Lessee shall indemnify, defend, and hold harmless Lessor and its affiliates, officers, employees, and agents from and against any and all claims, actions, proceedings, liabilities, losses, and expenses, including reasonable attorneys' fees, arising out of or related to any actions or omissions of Lessee, its contractors, subcontractors, engineers, consultants, employees, agents, or any other parties on the property at Lessee's invitation, arising out of Lessee's use of the property, regardless of whether such individuals are directly retained by Lessee.

Lessee shall ensure that its Construction Manager, contractors, and subcontractors, engineers, and other third-party service providers executing work on or accessing the property for the construction project sign waivers releasing Lessor from any liability for damages or injuries not caused by Lessor. Lessor will provide the form of waiver to Lessee for execution.

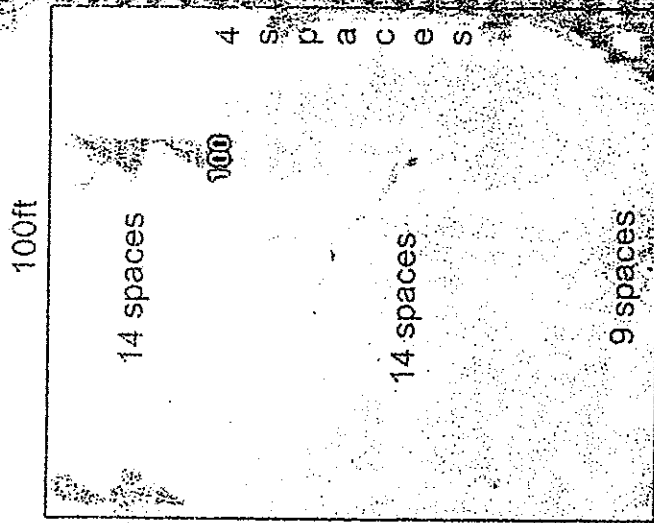
Section Eight of the Lease is deleted and replaced with the following:

LESSEE'S INSURANCE

Lessee is self-insured for any bodily injury, loss, damage, or expense incurred by Lessor or its employees, invitees, agents, or others on the property resulting from personal injury, economic or other losses, or damage to or loss of property caused in any manner by Lessee or by Lessee's agents and/or invitees. Lessee shall assume liability for any damage to the buildings or structures on the property caused by Lessee's agents and/or invitees.

Lessee shall ensure that its contractors provide certificates of insurance naming Lessor as an additional insured, with general liability minimum equal or greater to that required by the Lessee for the construction project, in addition to ensuring its contractors have appropriate workers' compensation insurance.

total of 41 spaces
needed



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