

RESOLUTION NO. 2-1

WHEREAS, Sangamon County (County) has begun the process of expanding and redesigning the existing County Building and The HUB, located at 200 South Ninth Street, Springfield Illinois, to increase the ability of the public to efficiently access existing public services, to accommodate additional public services, including transportation; and provide parking for employees.

WHEREAS, in order to reflect the expansion of services being provided the County plans to temporarily rent a parking lot for employees until The HUB parking garage is built ;

WHEREAS, the County has reached a lease agreement for said parking lot from the Horace Mann Insurance Corporation at 100 N Ninth Street, Springfield, Illinois.

NOW, THEREFORE, BE IT RESOLVED by the members of the Sangamon County Board on this 27th day of April, 2023, that the Board approves the lease for land and parking spaces located at 100 N Ninth Street, Springfield, Illinois.

Chairman, Sangamon County Board

ATTEST:

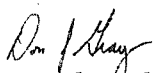
County Clerk

Approved by the Building & Grounds Committee on April 27th, 2023

Chairman

FILED

APR 25 2023


Sangamon County Clerk

LEASE OF PARKING SPACES

THIS LEASE (“Lease”) is made this ____ day of April 2023 by and between **Horace Mann Service Corporation**, a limited liability corporation, located at 1 Horace Mann Plaza, Springfield, Illinois 62715 (hereinafter referred to as “Lessor”), and **SANGAMON COUNTY, ILLINOIS**, a unit of local government organized and existing under the Illinois State Constitution and Chapter 55 of the Illinois Compiled Statutes, having its office at Room 201, County Complex, 200 South Ninth Street, Springfield, Illinois 62701 (hereinafter referred to as “Lessee”).

The parties agree as follows:

**SECTION ONE
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 6:00 am and 6:00 pm Monday through Friday. The leased parking spaces will be available for public use 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 and parking lot returned to its original form at no expense to the Lessor.

**SECTION TWO
RENT**

Lessee shall pay rent to Thirty-Two Dollars and Fifty Cents (\$32.50) per space monthly for the lease of the spaces, total monthly rent to be \$7,800.00.

**SECTION THREE
DURATION; QUIET ENJOYMENT**

A. The term of the Lease shall begin on May 8, 2023 (the “Commencement Date”) and shall continue in effect until June 30, 2025. By mutual written assent of the Parties, the lease may be renewed for two (2) succeeding twelve (12) month terms, in any case not to extend beyond June 30, 2027. 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, payment of one-half monthly rent (\$3,900.00) for the remaining months.

B. Lessor covenants to keep Lessee in quiet possession and enjoyment of the parking spaces during the term of this Lease. Lessor expressly reserves the right to prohibit use of the

parking lot 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 FOUR
ASSIGNMENT AND SUBLETTING

The leased parking spaces shall not be sublet in whole or in part, or this Lease assigned or transferred by Lessee, without the prior, express, written consent of Lessor, which may be withheld in Lessor's sole and exclusive discretion.

SECTION FIVE
LESSEE USE AND RISK OF USE

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 any damage that may occur while on the property which is not caused by Lessor. 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.

SECTION SIX
LESSOR'S DUTIES

Lessor agrees that it shall pay real estate taxes, liability insurance, utility and maintenance costs for the parking spaces being leased hereunder. Lessor will retain control of closed-circuit television monitoring.

SECTION SEVEN
SNOW REMOVAL AND MAINTENANCE

Lessor will be responsible for removal of snow from, and mitigation of ice on, the parking spaces and the accessway into the parking area. Lessee agrees that if any damage is caused to Lessor's property or the improvements thereon by County employees' use of the parking lot, Lessee will repair the same to Lessor's satisfaction. Lessee will also be responsible for intermittent sweeping of the parking areas and access area to the parking spaces.

SECTION EIGHT
LESSEE'S INSURANCE

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

SECTION NINE
LESSOR'S INSURANCE

Lessor shall carry liability insurance and name Lessee as an additional insured for any loss, damage or expense incurred by Lessee and/or its employees, invitees and agents resulting from personal injury or damage to or loss of property caused in any manner by Lessor or by Lessor's agents, invitees, and/or employees on the leased spaces and/or the access areas of the parking lot.

SECTION TEN
PERMITS

Should Lessor be required to obtain any permits in regard to the lease of the parking spaces to Lessee, Lessor will secure the same at Lessee's cost and expense. If Lessor is notified by the City of Springfield that zoning relief is required for the lease of the parking spaces, Lessee, at Lessee's expense and at Lessee's option, may seek to obtain such zoning relief on behalf of Lessor. If Lessee is unsuccessful in obtaining such zoning relief or elects not to seek to obtain such zoning relief, Lessor may terminate this Lease without penalty.

SECTION ELEVEN
PAYMENTS

Each monthly invoice shall be due and payable to Horace Mann via ACH payment as instructed below. Payment is due within thirty calendar days of receipt of such monthly invoice. All payments made under this Agreement shall be in United States dollars. Except as expressly set forth in this agreement, there shall be no additional charges, fees, expenses, taxes, costs, or other amounts payable to Horace Mann.

Horace Mann ACH Payment Processing
Bank: PNC Bank
Routing: 041000124
Accounting number: 4607297435

SECTION TWELVE
NOTICES

Any notice, request, demand, consent, approval or other communication required or permitted under this Lease must be in writing and will be deemed to have been given when personally delivered or deposited in any depository regularly maintained by the United States Postal Service, postage prepaid, certified mail, return receipt requested, addressed to the party for whom it is intended at the following address:

If to County to: Sangamon County
Room 201, County Complex
200 South Ninth Street
Springfield, Illinois 62701

If to Horace Mann: Horace Mann Service Corporation
ATTN: General Counsel
1 Horace Mann Plaza
Springfield, IL 62715

SECTION THIRTEEN
COUNTERPARTS

This Lease and any amendment hereto may be executed in any number of counterparts by each Party, each of which when so executed and delivered shall be an original, and all of which together shall constitute one document. In proving this Lease, it shall not be necessary to produce or account for more than one such counterpart signed by the Party against whom enforcement is sought. The Parties may execute this Lease by facsimile, scanned Portable Document Format (“PDF”) or other electronically transmitted signature, and such facsimile, scanned PDF, or other electronically transmitted document, including the signatures thereon, shall be treated in all respects as an original instrument bearing an original signature.

SECTION FOURTEEN
REMEDIES

Should either Party breach any of the terms or provisions of this Lease, the non-breaching party may exercise any of its rights or remedies available to it under law or in equity.

SECTION FIFTEEN
GOVERNING LAW

It is agreed that this Lease will be governed by, construed, and enforced in accordance with the law of the State of Illinois.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at Springfield, Illinois, on the date indicated below.

SANGAMON COUNTY, ILLINOIS

By:

Name: Andy Van Meter

Title: County Board Chairman

Date:

HORACE MANN SERVICE CORPORATION

By:

Name: Donald M. Carley

Title: Executive VP & General Counsel

Date:

EXHIBIT A TO LEASE OF PARKING SPACES

Legal Description of the Real Estate:

BLK 9 J WHITNEYS ADD INC
VAC ALLEY & S 330 OF E 200'
L 10 ASSRS SUB OF PT S1/2 27
& N1/2 34 EX N PT FOR ROW

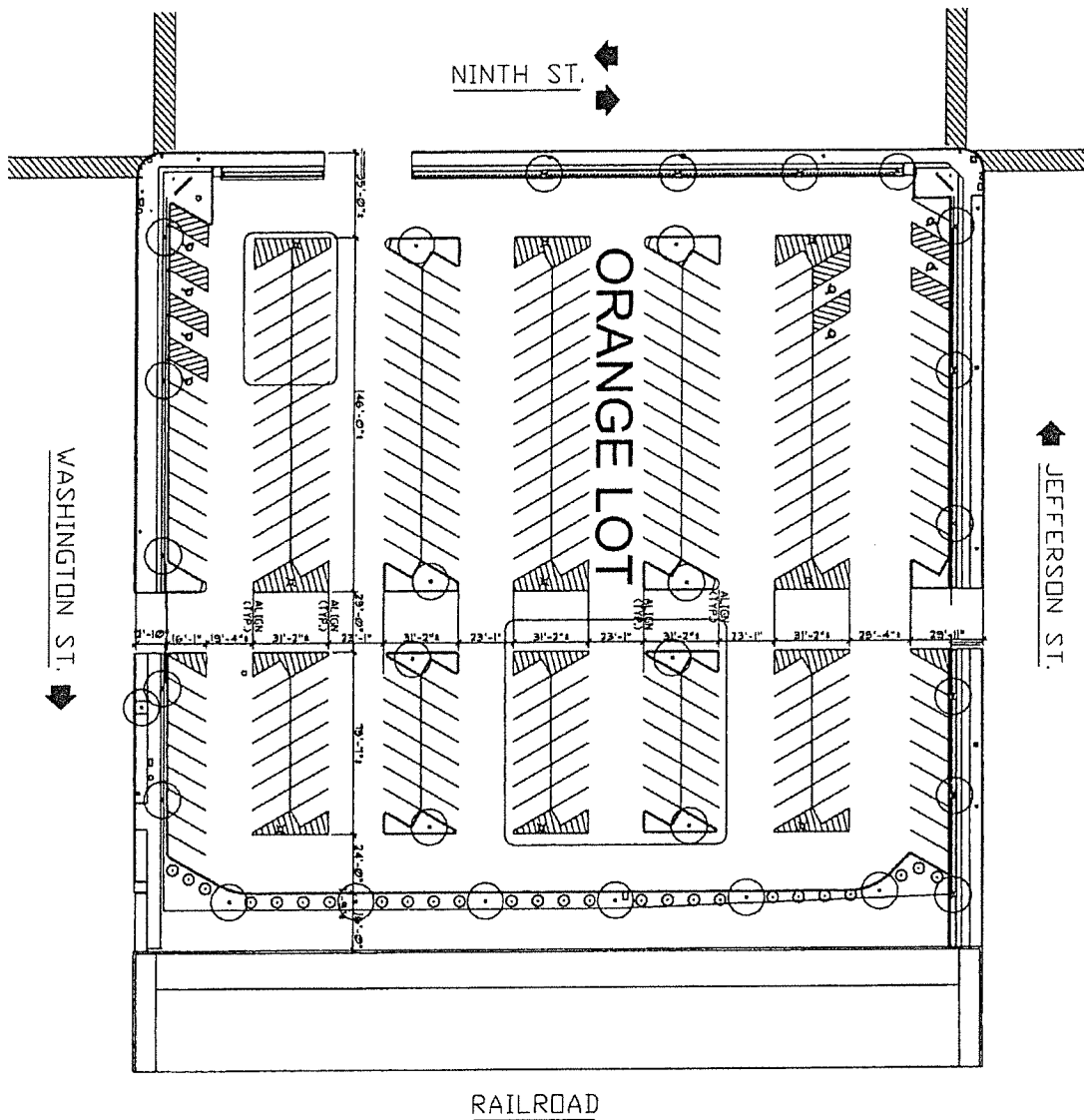
Common address is listed as 100 N 9th Street, Springfield, Illinois 62701

Situated in Sangamon County, Illinois.

Horace Mann Service Corporation Tax ID: 37-097259

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT B TO LEASE OF PARKING SPACES



Horace Mann Service Corporation
Orange Parking Lot March 2023