



CITY OF BLOOMINGTON
COUNCIL MEETING AGENDA ADDENDUM I
109 E. OLIVE STREET, BLOOMINGTON, IL 61701
MONDAY, July 27, 2015 7:00 P.M.

CONSENT AGENDA ITEM NO. 7D

SUBJECT: Consideration of clarifying designed of terms of appointment for the Library Trustees Appointed in April 2014. *(Recommend that the following designated terms of the Library Trustees appointed in April 2014 be approved and the records of the City be corrected to reflect said terms: (1) Brittany Cornell (5/1/14 – 4/30/17); (2) Monica Brigham (subsequently replaced by Van Miller) (4/14/14 – 4/30/16); (3) Susan O’Rourke (5/1/14 – 4/30/17); and (4) Whitney Thomas (4/14/14 – 4/30/16). Correction to the cover memo*

CONSENT AGENDA ITEM NO. 7O

SUBJECT: Consideration of approving the purchase of one (1) Emergency Response Vehicle for the Fire Department using the Suburban Purchasing Cooperative Contract Number 122 from Currie Motors, Frankfort, IL in the amount of \$34,352.00. *(Recommend that the City purchase one (1) 2016 Ford Utility Police Interceptor using the Suburban Purchasing Cooperative Contract Number 122 from Currie Motors, Frankfort, IL in the amount of \$34,352.00 for the Fire Department be approved and the Mayor and City Clerk be authorized to execute the necessary documents.) Correction to the agenda*

REGULAR AGENDA ITEM NO. 8A

SUBJECT: Consideration of denial of an ordinance for Case No. Z-04-15 requesting the approval of a Rezoning from R-1C, Single-Family Residence District to R-2, Mixed Residence District for the property at 1314 Fell Avenue. *(Recommend that the City Council affirm the recommendation of the Planning Commission to deny the request to rezone the property at 1314 Fell Avenue from R-1C to R-2.) (Tom Dabareiner, Director of PACE, 5 minutes Presentation, and 10 minutes Council Discussion) PowerPoint Presentation added.*

REGULAR AGENDA ITEM NO. 8B

SUBJECT: Consideration of adopting an ordinance for Case No. MPH-01-15 Petition requesting approval of a Site Plan for PMO Properties Manufactured Home Park, for the property located east of Greyhound Road approximately 220' south of E. Hamilton Road, and approximately 7.98 acres. *(Recommend one of the following options:*

Option 1: As recommended by the Plan Commission, adopt an ordinance for Case MPH-01-15 for a Site Plan for PMO Properties Manufactured Home Park, for the property described in Exhibit A.

*Option 2: As recommended by City staff, deny the recommendation of the Planning Commission and request an ordinance be brought back before the City Council approving the Site Plan for PMO Properties Manufactured Home Park conditioned upon a written signed agreement be executed between the two mobile home park owners which will allow conveyance of storm water from the developing park into the already developed park as well as for maintenance for this private storm water system.) (Tom Dabareiner, Director of Community Development, 5 minutes Presentation, and 10 minutes Council Discussion) **Correction to the agenda and PowerPoint Presentation added.***

REGULAR AGENDA ITEM NO. 8D

FOR COUNCIL: July 27, 2015

SUBJECT: Consideration of adopting an Ordinance approving an Amended and Restated Lease Agreement with Public Building Commission and McLean County regarding the Government Center and the Abraham Lincoln Parking Garage and Levy of Required Rent Payments. *(Recommend that an ordinance approving an Amended and Restated Lease Agreement to be entered into between Public Building Commission of McLean County, McLean County, Illinois, as lessor, and The County of McLean, Illinois, and the City of Bloomington, McLean County, Illinois, as lessees, and providing for the levy and collection of a direct annual tax sufficient to pay the rent payable by the City under such Amended and Restated Lease Agreement be approved and the Mayor and City Clerk be authorized to execute the necessary documents.) (Jeffery Jurgens, Corporation Counsel, 5 minutes Presentation and 10 minutes Council discussion.) **New agenda item***



CONSENT AGENDA ITEM NO. 7D

FOR COUNCIL: July 27, 2015

SUBJECT: Consideration of clarifying designated of terms of appointment for the Library Trustees Appointed in April 2014.

RECOMMENDATION/MOTION: That the following designated terms of the Library Trustees appointed in April 2014 be approved and the records of the City be corrected to reflect said terms: (1) Brittany Cornell (5/1/14 – 4/30/17); (2) Monica Brigham (subsequently replaced by Van Miller) (4/14/14 – 4/30/16); (3) Susan O’Rourke (5/1/14 – 4/30/17); and (4) Whitney Thomas (4/14/14 – 4/30/16).

STRATEGIC PLAN LINK: Goal 4. Strong neighborhoods.

STRATEGIC PLAN SIGNIFICANCE: Objective 4e. Strong partnership with residents and neighborhood associations.

BACKGROUND: In the spring of 2014, there were four positions in need of appointment on the Library Board. On April 14, 2014, Brittany Cornell was re-appointed to a three-year term. At that same meeting, the Council Memo showed Whitney Thomas and Monica Brigham being appointed to three-year terms. A fourth name was submitted for a three-year term, but that name was withdrawn. Accordingly, on April 28, 2014, the fourth appointment was made, namely Susan O’Rourke. The Council Memo for this appointment also shows a three-year appointment.

Notwithstanding that all four appointments made in April 2014 were shown on the Council Memos as three-year appointments, one of the appointments was only to fill the remainder of Joni Painter’s term and should have shown an expiration of April 30, 2016. Accordingly, one of the individuals appointed in April 2014 must be given a term ending April 30, 2016.

To clarify the terms of appointment, the Mayor desires to designate the terms as follows:

TRUSTEE	TERM EXPIRATION
Brittany Cornell	4/30/17
Monica Brigham (subsequently replaced by Van Miller)	4/30/17
Susan O’Rourke	4/30/17
Whitney Thomas	4/30/16

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Mayor contacts all recommended appointments.

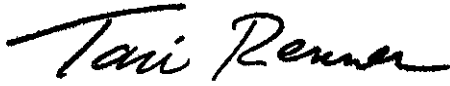
FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration for approval.

Prepared by:

M. Beth Oakley, Executive Assistant

Recommended by:



Tari Renner

Mayor

Attachments: Attachment 1. Board Roster

Motion: That the following designated terms of the Library Trustees appointed in April 2014 be approved and the records of the City be corrected to reflect said terms: (1) Brittany Cornell (5/1/14 – 4/30/17); (2) Monica Brigham (subsequently replaced by Van Miller) (5/1/14 – 4/30/17); (3) Susan O’Rourke (5/1/14 – 4/30/17); and (4) Whitney Thomas (4/14/14 – 4/30/16).

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Buragas				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower							
				Mayor Renner			

Library Board of Trustees

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appt	Email	Street	City	Zip	HomePhone	WorkPhone	CellPhone	FaxNumber	Reappointment
x		Brittany	Cornell	04/30/17	4/14/14	2014	brittanycornell@gmail.com	2605 Binghamton Lane	Bloomington	61705			815-546-0837		resigned 6/24/15
x		Susan	O'Rourke	04/30/17	4/28/14	2014	emeraldcoaching@aol.com	2613 Kolby Ct	Bloomington	61704			287-1209		
x		Van	Miller	04/30/16	2/23/15	2015	van.c.miller@gmail.com	5 Ridgewood Ter	Bloomington	61701		309-556-3127	847-533-8641		
x		Carol	Koos	04/30/18	4/13/15	2015	Carolkoos12@gmail.com	305 Woodland Ave	Bloomington	61701	309-830-9382	same	same		
x		Michael	Raikes	04/30/18	4/13/15	2015	mike@ibew197.org	1520 N Clinton Blvd	Bloomington	61701	309-532-0053	same	same		
x		Julian	Westerhout	04/30/16	5/26/15	2015	westerhout@gmail.com	816 E Monroe	Bloomington	61701	309-376-8231				
x		Whitney	Thomas	04/30/17	4/14/14	2014	whitneythomas86@gmail.com	1404 W Elm St	Bloomington	61701			618-789-0755		
		Robert	Porter	04/30/18	4/27/15	2015	rporter@cwlawoffice.com	702 S Moore St.	Bloomington	61701	309-825-7293	309-828-4310			
x		Emily	Kelahan	04/30/16	5/13/13	2013	ekelahan@gmail.com	401 E Grove St	Bloomington	61701		556-3257	618-304-6937		
	Staff	Georgia	Bouda									557-8901			

Details:

Term: 3 years

Term Limit per City Code: 3 terms/9 years

Members: 9 members

Number of members the Mayor appoints: 9

Type: Internal

City Code: Chapter 25, Section 3, Section 7

Required by State Statute: Yes

Intergovernmental Agreements:

Funding budgeted from COB for FY2014:

Meetings: 3rd Tues of each month at 5:00pm - Library Quiet Reading Room

Number of Vacancies: 0

Number of Expired Board Members (Blm Appointments only): 1

Number of Expired Board Members Eligible for Reappointment: 1 - did not apply

Appointment/Reappointment Notes:



REGULAR AGENDA ITEM NO. 8D

FOR COUNCIL: July 27, 2015

SUBJECT: Consideration of adopting an Ordinance approving an Amended and Restated Lease Agreement with Public Building Commission and McLean County regarding the Government Center and the Abraham Lincoln Parking Garage and Levy of Required Rent Payments.

RECOMMENDATION/MOTION: That an ordinance approving an Amended and Restated Lease Agreement to be entered into between Public Building Commission of McLean County, McLean County, Illinois, as lessor, and The County of McLean, Illinois, and the City of Bloomington, McLean County, Illinois, as lessees, and providing for the levy and collection of a direct annual tax sufficient to pay the rent payable by the City under such Amended and Restated Lease Agreement be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 2. Upgrade City Infrastructure and Facilities.

STRATEGIC PLAN SIGNIFICANCE: Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service.

BACKGROUND: The City and McLean County currently jointly lease the Government Center facility and Abraham Lincoln Parking Garage from the Public Building Commission (PBC). The County recently undertook an effort to restructure this lease arrangement with the PBC to expand its scope to additional properties, including the potential jail expansion, as well as to take into account long term maintenance responsibilities for the facilities. As a result, all parties must renew its lease obligations and accordingly an Amended and Restated Lease Agreement is being presented for approval.

This lease will not materially change expense for the City. However, the current lease is set to expire in 2021 with an ownership reversion back to the City and County at that time. Under the new lease, the term goes to 2033 and levies an operation and maintenance amount only starting in 2022 as the capital portion will be completed in 2021. Currently, the City and County enter into an amendment every year to account for the operation and maintenance expenses (which is added onto the base rental payment). For the purposes of the revised lease, the parties have calculated operation and maintenance based on past experience and increased it by CPI over the course of the lease.

The renewal of the lease will also give the City the opportunity to work out new operation and maintenance agreements for both the Government Center and the Abraham Lincoln Parking Garage. Talks had previously been underway on new arrangements for the operation of these joint facilities, including the potential establishment of oversight/management committees and

better sharing of information. Several revisions to the operation and maintenance agreement had also previously been deemed necessary to account for expenses associated with the garage. Accordingly, staff believes the Amended and Restated Lease Agreement provides a great opportunity to finalize the new operation and maintenance agreements and ensure costs are appropriately shared.

The Public Building Commission Act requires, as part of any lease involving a public building commission, that the public body set a tax levy to establish a dedicated source to pay the rental payments under the lease. Although the City has previously enacted such an ordinance (and abates the property tax each year), a new tax levy is required and provided as part of the ordinance. This levy constitutes an increase (see chart below), but only because the operation and maintenance numbers are now included in this base lease, as opposed to adding a separate amount by amendment each year. Accordingly, the City should see no net increase in its payment for rent or operation and maintenance of the jointly owned facilities. Note that these are the amounts that must officially be levied to reflect the total debt service, but not what the City's expense is estimated to be. The previous tax levies under this lease were historically abated and the expenses paid utilizing other City funds.

LEVY YEAR	TAX PER ORIGINAL LEASE	ADJUSTMENT IN TAX DUE TO AMENDED AND RESTATED LEASE	TAX PER AMENDED AND RESTATED LEASE
2015	\$1,148,685	\$ 831,550	\$1,980,235
2016	1,147,401	843,273	1,990,674
2017	1,148,685	855,172	2,003,857
2018	1,148,685	867,250	2,015,935
2019	1,139,392	879,509	2,018,901
2020	286,157	891,951	1,178,108
2021	24,600	904,581	929,181
2022		917,399	917,399
2023		930,410	930,410
2024		943,616	943,616
2025		957,021	957,021
2026		970,626	970,626
2027		984,435	984,435
2028		998,452	998,452
2029		1,012,679	1,012,679
2030		1,027,119	1,027,119
2031		1,041,776	1,041,776
2032		1,056,652	1,056,652
2033		1,071,752	1,071,752

Pursuant to various bond requirements associated with the original lease, it should be noted that the City and County share joint and several liability for the rental payments owed to the PBC for the joint facilities. Accordingly, in the event of one parties inability to pay, such issues will have to be worked out directly by the parties and this may be addressed in a subsequent operation and maintenance agreement.

In sum, the County is pursuing the Amended and Restated Lease Agreement to ensure new facilities that it will individually own and operate, can be financed under the Act, as well as to modify the process handling operation and maintenance associated with the jointly owned facilities. The City should not see any net increases in its expenses toward the jointly owned facilities, however this does provide the opportunity for improved operation and maintenance agreements.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A.

FINANCIAL IMPACT: This amended and restated agreement will be applicable to the City in fiscal year 2017 budget, 2016 calendar year for the 2015 levy year. It is the City's intent to abate lease payments in the property tax levy. The lease maintenance & operation payments will continue to be budgeted in the Government Center & Abraham Lincoln City Budgets.

Respectfully submitted for Council consideration.

Prepared by: Jeffery R. Jurgens, Corporation Counsel

Financial Review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Recommended by:



David A. Hales
City Manager

Attachment:

- An ordinance approving an Amended and Restated Lease Agreement to be entered into between Public Building Commission of McLean County, McLean County, Illinois, as lessor, and The County of McLean, Illinois, and the City of Bloomington, McLean County, Illinois, as lessees, and providing for the levy and collection of a direct annual tax sufficient to pay the rent payable by the City under such Amended and Restated Lease Agreement.
- Amended & Restated Lease Agreement

Motion: That an ordinance approving an Amended and Restated Lease Agreement to be entered into between Public Building Commission of McLean County, McLean County, Illinois, as lessor, and The County of McLean, Illinois, and the City of Bloomington, McLean County, Illinois, as lessees, and providing for the levy and collection of a direct annual tax sufficient to pay the rent payable by the City under such Amended and Restated Lease Agreement be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Hauman				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Buragas			
Alderman Painter							
				Mayor Renner			

MINUTES of a regular public meeting of the City Council of the City of Bloomington, McLean County, Illinois, held in the City Hall, 109 E. Olive Street, in said City at 7:00 o'clock P.M., on the 27th day of July, 2015.

* * *

The meeting was called to order by the Mayor, and upon the roll being called, Tari Renner, the Mayor, and the following Alderman were physically present at said location:

The following Alderman were allowed by a majority of the City Council in accordance with and to the extent allowed by rules adopted by the City Council to attend the meeting by video or audio conference: _____

No Alderman member was not permitted to attend the meeting by video or audio conference.

The following Aldermen were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

* * *

The Mayor announced that the next item before the City Council was the consideration of an ordinance approving an Amended and Restated Lease Agreement to be entered into between Public Building Commission of McLean County, McLean County, Illinois, as lessor, and The County of McLean, Illinois, and the City of Bloomington, McLean County, Illinois, as lessees, and providing for the levy and collection of a direct annual tax sufficient to pay the rentals due under such Amended and Restated Lease Agreement. After a full and complete discussion

thereof, Alderman _____ presented the following ordinance, copies of which were made available to all in attendance at said meeting who requested a copy:

AN ORDINANCE approving an Amended and Restated Lease Agreement to be entered into between Public Building Commission of McLean County, McLean County, Illinois, as lessor, and The County of McLean, Illinois, and the City of Bloomington, McLean County, Illinois, as lessees, and providing for the levy and collection of a direct annual tax sufficient to pay the rent payable by the City under such Amended and Restated Lease Agreement.

* * *

WHEREAS, Public Building Commission of McLean County, McLean County, Illinois (the “*Commission*”), a municipal corporation heretofore duly organized under the provisions of the Public Building Commission Act of the State of Illinois, as amended (the “*Act*”), was incorporated for the purpose of making possible the construction, acquisition or enlargement of public improvements, buildings and facilities; and

WHEREAS, the Commission has heretofore issued its public building revenue bonds for the purpose of acquiring and improving an office building and related facilities located on the Site and Parking Site (as described and defined in the hereinafter Original Lease) (the “*Project*”), and that the Site and Parking Site, together with the structures thereon and the improvements and additions provided for in the Original Lease, including the Project, have been leased to The County of McLean, Illinois (the “*County*”) and the City of Bloomington, McLean County, Illinois (the “*City*”), in accordance with the terms of the Act; and

WHEREAS, the County, the City and the Commission have previously entered into a Lease related to the Project, dated November 20, 2001, as amended by an Amendment to Lease Agreement, dated December 12, 2003, a Second Lease Agreement Amendment, dated October 4, 2005, a Second Amendment to Lease Agreement, dated September 27, 2010, and a Fourth Amendment to Lease Agreement, dated November 1, 2013 (together, the “*Original Lease*”); and

WHEREAS, the County, the City and the Commission propose to enter into an Amended and Restated Lease Agreement, substantially in the form attached hereto as *Exhibit A* (the “*Amended and Restated Lease*”), between the County, the City and the Commission, and providing for payment by the County and the City to the Commission of rentals for the use and occupancy of the Project by the County and the City, in accordance with the terms and provisions of the Amended and Restated Lease and the Act:

NOW, THEREFORE, BE IT AND IT IS HEREBY ORDAINED by the City Council of the City of Bloomington, McLean County, Illinois, in the exercise of its home rule powers, as follows:

Section 1. The City Council of the City (the “*City Council*”) hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

Section 2. The Amended and Restated Lease and all the terms and provisions thereof, in substantially the form provided hereby, are hereby approved and the Mayor of the City and the City Clerk of the City (the “*City Clerk*”) are hereby authorized and directed to execute, in the name of the City, the Amended and Restated Lease, without any further authorization or direction from the City Council.

Section 3. For the purpose of paying the annual rent payable under the Amended and Restated Lease, there shall be and there is hereby levied a direct annual tax upon all the taxable property in the City, to wit:

<u>LEVY YEAR</u>	<u>TAX PER ORIGINAL LEASE</u>	<u>ADJUSTMENT IN TAX DUE TO AMENDED AND RESTATED LEASE</u>	<u>TAX PER AMENDED AND RESTATED LEASE</u>
2015	\$1,148,685	\$ 831,550	\$1,980,235
2016	1,147,401	843,273	1,990,674
2017	1,148,685	855,172	2,003,857
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2030		1,027,119	1,027,119
2031		1,041,776	1,041,776
2032		1,056,652	1,056,652
2033		1,071,752	1,071,752

Section 4. The City Clerk, as keeper of the records and files of the City, be and is hereby ordered and directed to file a certified copy of this Ordinance with the County Clerk of the County (the “*County Clerk*”), as tax extension officer of the City, which shall constitute the authority for the City Clerk to extend the tax annually, as provided for in and by this Ordinance, to pay the annual rent payable under the Amended and Restated Lease by the City, as and when it becomes due and payable, and the County Clerk shall ascertain the rate per cent which, upon the value of all property subject to taxation within the City for levy in each of the years 2015 to 2033, inclusive, as that property is assessed or equalized by the Department of Revenue of the State of Illinois, will produce a net amount of not less than the amounts provided for in and by this Ordinance and being the annual rent provided for and reserved in the Amended and Restated Lease, and it shall be the duty of the County Clerk annually during the term of Amended and

Restated Lease to extend said taxes against all the taxable property contained in the City as herein provided, and sufficient to pay the annual rental reserved in the Amended and Restated Lease. Such tax shall be levied and collected in like manner with the other taxes of the City, and shall be in addition to all other taxes now or hereafter authorized to be levied by the City, and shall not be included within any statutory limitation of rate or amount, but shall be excluded therefrom and be in addition thereto and in excess thereof.

Section 5. The taxes levied in Section 3 hereof may be abated by the City prior to the extension thereof, in the amount of any funds paid to the Commission as advance rent pursuant to the Amended and Restated Lease.

Section 6. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Section 7. All ordinances or resolutions or parts thereof in conflict herewith be and the same are hereby repealed and this Ordinance shall be in full force and effect forthwith upon its adoption.

Adopted July 27, 2015.

Approved July 27, 2015.

Mayor

AYES: _____

NAYS: _____

ABSENT: _____

RECORDED in the City Records on July 27, 2015.

Attest:

City Clerk

EXHIBIT A

AMENDED AND RESTATED LEASE AGREEMENT

Alderman _____ moved and Alderman _____
seconded the motion that said ordinance as presented be adopted.

After a full discussion thereof, the Mayor directed that the roll be called for a vote upon
the motion to adopt said ordinance.

Upon the roll being called, the following Alderman voted AYE: _____

NAY: _____

Whereupon the Mayor declared the motion carried and said ordinance adopted, approved
and signed the same in open meeting and directed the City Clerk to record the same in the
records of the City Council of the City of Bloomington, McLean County, Illinois, which was
done.

Other business not pertinent to the adoption of said ordinance was duly transacted at the
meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

CERTIFICATION OF MINUTES

I, the undersigned, do hereby certify that I am the duly elected, qualified and acting City Clerk of the City of Bloomington, McLean, Illinois (the “City”), and as such officer I am the custodian of the records and files of the offices of the City in my care and custody, particularly the records of the City Council of the City (the “City Council”).

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the City Council held on the 27th day of July, 2015, insofar as same relates to the adoption of an ordinance entitled:

AN ORDINANCE approving an Amended and Restated Lease Agreement to be entered into between Public Building Commission of McLean County, McLean County, Illinois, as lessor, and The County of McLean, Illinois, and the City of Bloomington, McLean County, Illinois, as lessees, and providing for the levy and collection of a direct annual tax sufficient to pay the rent payable by the City under such Amended and Restated Lease Agreement.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears on the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the City Council on the adoption of said ordinance were taken openly; that the vote on the adoption of said ordinance was taken openly; that said meeting was held at a specified time and place convenient to the public; that notice of said meeting was duly given to all of the news media requesting such notice; that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the City Council at least 72 hours in advance of the holding of said meeting; that said agenda contained a separate, specific reference to said ordinance; a copy of said agenda being attached hereto as *Exhibit A*; that at least one copy of said agenda was continuously available for public

review during the entire 72-hour period preceding said meeting; that said meeting was called and held in strict accordance with the provisions of the Open Meetings Act of the State of Illinois, as amended, the Municipal Code of the State of Illinois, as amended, and the Public Building Commission Act of the State of Illinois, as amended, and that the City Council has complied with all of the applicable provisions of said Acts, and said Code and its procedural rules in the adoption of said ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the City, this 27th day of July, 2015.

City Clerk

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

TAX LEVY FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of McLean, Illinois (the “*County*”), and as such official I do further certify that on the ____ day of _____, 2015, there was filed in my office a duly certified copy of an Ordinance (the “*Ordinance*”) entitled:

AN ORDINANCE approving an Amended and Restated Lease Agreement to be entered into between Public Building Commission of McLean County, McLean County, Illinois, as lessor, and The County of McLean, Illinois, and the City of Bloomington, McLean County, Illinois, as lessees, and providing for the levy and collection of a direct annual tax sufficient to pay the rent payable by the City under such Amended and Restated Lease Agreement.

duly adopted by the City Council of the City of Bloomington, McLean County, Illinois (the “*City*”), on the 27th day of July, 2015, and that the same has been deposited in the official files and records of my office.

I do further certify that the direct annual taxes levied in the Ordinance will be extended against all the taxable property contained in the City in and for each of the years 2015 to 2033, inclusive.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said office, this ____ day of _____, 2015.

County Clerk of The County of
McLean, Illinois

[SEAL]

AMENDED AND RESTATED LEASE AGREEMENT

Between the Public Building Commission of McLean County,
McLean County, Illinois, as lessor

and

The County of McLean, Illinois, and the
City of Bloomington, McLean County, Illinois, as lessees

AMENDED AND RESTATED LEASE AGREEMENT

THIS AMENDED AND RESTATED LEASE AGREEMENT made as of _____, 2015 (the “*Amended and Restated Lease*”), between the PUBLIC BUILDING COMMISSION OF MCLEAN COUNTY, ILLINOIS, a municipal corporation of the State of Illinois (the “*Commission*”), as Lessor, and THE COUNTY OF MCLEAN, ILLINOIS, a municipal corporation of the State of Illinois (the “*County*”), and the CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, a municipal corporation of the State of Illinois (the “*City*”), as Lessees,

WITNESSETH:

WHEREAS, the Commission has been duly organized under the provisions of the Public Building Commission Act of the State of Illinois, as amended (the “*Act*”), for the purpose of exercising the powers and authority prescribed by the provisions of the Act, including constructing, acquiring or enlarging public improvements, buildings and facilities in the County; and

WHEREAS, the Commission and the County have heretofore executed and delivered that certain Lease, dated as of December 3, 2002 (said Lease, as supplemented and amended up to the date of this Amended and Restated Lease, being referred to herein as the “*Old County Courthouse Lease*”), under which the Commission leased to the County a certain site and facility, namely, the Old County Courthouse (the “*Old County Courthouse*”), which site is described in *Exhibit I*, attached hereto and made a part hereof (the “*Old County Courthouse Site*”); and

WHEREAS, the Commission, the County and the City have heretofore executed and delivered that certain Lease Agreement, dated as of November 20, 2001 (said Lease Agreement, as supplemented and amended up to the date of this Amended and Restated Lease, being referred

to herein as the “*Government Center and Parking Garage Lease*”), under which the Commission leased to the County and the City certain sites and facilities, namely, the Government Center and Parking Garage (the “*Government Center and Parking Garage*”), which sites are described in *Exhibit II*, attached hereto and made a part hereof (the “*Government Center and Parking Garage Site*”); and

WHEREAS, the Commission and the County have heretofore executed and delivered that certain Lease Agreement, dated as of July 25, 2006 (said Lease Agreement, as supplemented and amended up to the date of this Amended and Restated Lease, being referred to herein as the “*Law and Justice Center Lease*”), under which the Commission leased to the County a certain site and facility, namely, the Law and Justice Center (the “*Law and Justice Center*”), which site is described in *Exhibit III*, attached hereto and made a part hereof (the “*Law and Justice Center Site*”); and

WHEREAS, the Board of Commissioners of the Commission (the “*Board*”) did, by proper resolution, select, locate and designate property located wholly within the City, as the site on which to undertake improvements consisting of acquiring, constructing, improving, altering, equipping, repairing, maintaining, operating and securing the County Building located at 200 West Front Street (the “*County Building*”), which site is described in *Exhibit IV*, attached hereto and made a part hereof (the “*County Building Site*”); and

WHEREAS, the Board did, by proper resolution, select, locate and designate property located wholly within the Town of Normal, McLean County, Illinois (the “*Town*”), as the site on which to undertake improvements consisting of acquiring, constructing, improving, altering, equipping, repairing, maintaining, operating and securing the McLean County Nursing Home, the Federally Qualified Health Center (the “*FQHC*”), the Juvenile Detention Center and the Emergency Management Garage (collectively, the “*Fairview Campus Facilities*”), which site is

described in *Exhibit V*, attached hereto and made a part hereof (the “*Fairview Campus Site*”); and

WHEREAS, the Board did, by proper resolution, select, locate and designate property located wholly within the City, as the site on which to undertake improvements consisting of acquiring, constructing, improving, altering, equipping, repairing, maintaining, operating and securing the Highway Department Office Building and Garages (the “*Highway Department Facilities*”), which site is described in *Exhibit VI*, attached hereto and made a part hereof (the “*Highway Department Site*”); and

WHEREAS, the Board did, by proper resolution, select, locate and designate property located wholly within the City, as the site on which to undertake improvements consisting of acquiring, constructing, improving, altering, equipping, repairing, maintaining, operating and securing the McLean County Animal Control Center (the “*Animal Control Center*”), which site is described in *Exhibit VII*, attached hereto and made a part hereof (the “*Animal Control Center Site*”); and

WHEREAS, the selection of each of the Old County Courthouse Site, the Government Center and Parking Garage Site, the Law and Justice Center Site, the County Building Site, the Fairview Campus Site, the Highway Department Site and the Animal Control Center Site was approved by a majority vote of the members of the County Board;

WHEREAS, the selection of the Fairview Campus Site was approved by 3/4 of the members of the Town Council of the Town; and

WHEREAS, the Commission, the County and the City desire to further supplement, amend and restate the Old County Courthouse Lease, the Government Center and Parking Garage Lease and the Law and Justice Center Lease into a single, consolidated instrument through the execution and delivery of this Amended and Restated Lease, to include therein the County

Building Site, the Fairview Campus Site, the Highway Department Site and the Animal Control Center Site, and to provide for (i) the lease by the Commission to the County of the Old County Courthouse, the Law and Justice Center, the County Building, the Fairview Campus Facilities, the Highway Department Facilities and the Animal Control Center and (ii) the lease by the Commission to the County and the City of the Government Center and Parking Garage; and

WHEREAS, the Old County Courthouse, the Government Center and Parking Garage, the Law and Justice Center, the County Building, the Fairview Campus Facilities, the Highway Department Facilities and the Animal Control Center are referred to in this Amended and Restated Lease as the “*Facilities*”; and

WHEREAS, the cost of acquiring, constructing, improving, altering, equipping, repairing, maintaining, operating and securing the Facilities, as applicable, including legal and financing costs, will be or has been provided for by the issuance and sale of revenue bonds of the Commission pursuant to the terms and conditions of the Act (collectively, the “*Bonds*”); and

WHEREAS, plans for acquiring, constructing, improving, altering, equipping, repairing, maintaining, operating and securing the Facilities have been or will be prepared, approved by the Commission and the County and, with respect to the Government Center and Parking Garage, by the Commission, the County and the City, and filed for public inspection in the office of the Secretary of the Commission (the “*Plans*”); and

WHEREAS, to provide the necessary revenues for the payment of the Bonds, and for the payment of interest that may accrue on the Bonds and for the payment of costs of administration, operation and maintenance as hereinafter provided, it is necessary and in the best interest of the parties hereto to supplement, amend and restate the Old County Courthouse Lease, the Government Center and Parking Garage Lease and the Law and Justice Center Lease to provide

for the lease of the Facilities, whereby the Commission will lease to the County and the City the Facilities as set forth herein during the term and upon the rental as hereinafter set forth;

NOW, THEREFORE, in consideration of the rents reserved hereunder and the promises, and the covenants herein made by each of the parties hereto, and for other good and valuable consideration, it is covenanted and agreed by the said parties hereto as follows:

SECTION I. UNDERTAKING OF THE PARTIES

The following actions will be taken by the respective parties:

A. The Commission shall obtain fee simple title to the County Building Site, the Fairview Campus Site, the Highway Department Site and the Animal Control Center Site, with provisions for reverter of such title to the County.

B. To undertake the projects as defined and described in the hereinafter-defined Bond Resolution (the "*Projects*") and the financing thereof in accordance with the provisions of the Act, the following actions shall be taken by the Commission:

1. The Commission shall, with reasonable promptness, upon the execution of this Amended and Restated Lease, and pursuant to the provisions of Section 15 of the Act, provide for the authorization, sale, execution and delivery by the Commission of one or more series of the Bonds being issued for the purpose of paying the cost of undertaking the Projects, pursuant to the provisions of one or more resolutions or resolutions authorizing the issuance of Bonds adopted or to be adopted by the Board (collectively and together with the resolutions adopted by the Board in connection with the Old County Courthouse Lease, Government Center and Parking Garage Lease and Law and Justice Center Lease, the "*Bond Resolution*"), and the provisions of which are made a part hereof by reference.

2. The Commission shall immediately upon the sale of the Bonds take the proceeds therefrom and apply and use the same pursuant to the terms of the Act and the Bond Resolution.

3. The Commission shall as soon as practicable enter into and execute such contracts with the County, as may be required to undertake the Projects.

4. The Commission shall require and procure from the contractor or contractors undertaking construction of any part of the Projects, in addition to any other bonds which may be required under the terms of the Act and other applicable laws of the State of Illinois, a performance and payment bond or bonds payable to the Commission, with a corporate surety authorized to do business under the laws of the State of Illinois, in such form as may be approved by the Commission and to be in an amount not less than the amount of the particular contract or contracts, such bond or bonds to be conditioned upon the performance of said contract or contracts and the payment of all subcontractors and all materialmen, and all as may be provided for by the Bond Resolution.

5. The Commission shall require and procure from all contractors undertaking the construction of any part of the Projects, sworn statements in compliance with the Mechanics' Lien Law of Illinois, together with waivers of all liens or rights of lien for labor and materials furnished by it or them in the construction of the Projects, and shall further procure from the said contractor or contractors all material and equipment guarantees as may be required by the plans and specifications for the Projects.

6. If the amount of the Bond proceeds set aside and made available under the terms of the Bond Resolution for the payment of the cost of the Projects should be in excess of the cost of the Projects, the Commission will deposit such excess in the Bond and Interest Account as provided by the Bond Resolution.

7. If the Commission, by resolution, determines that sufficient funds are not and will not be available to complete the Projects, or any part thereof, and that in order to provide additional funds for such purpose it will be necessary to issue bonds on a parity with the Bonds (the "*Parity Bonds*") and the County refuses or fails to enter into a supplemental lease providing for the increase of the annual rental payments provided for herein by an amount sufficient to amortize the principal and interest requirements of the Parity Bonds, then the Commission shall cause the Projects to be completed with such modifications and eliminations as may be required by such lack of funds, *provided, however*, that the terms and conditions of this Amended and Restated Lease, including the annual rental payments hereunder shall remain in full force and effect and without any diminution thereof; *provided, further*, that in the event the Commission may determine that there is such a deficiency in funds, the County may, within thirty (30) days of the determination of such deficiency, pay to the Commission the amount of such deficiency, in which event the Projects will be acquired and improved in accordance with the plans therefor.

8. If in the judgment of the Commission, practical considerations during the period of constructing the Projects require minor changes in the Plans developed therefor and approved by the Commission and the County and, if applicable, the City, the Commission may make such changes without consulting the County and, if applicable, the City. If the Commission determines to make

major changes in the Plans, the Commission shall consult with the County and, if applicable, the City concerning such changes, *provided, however*, that after consultation the Commission shall have the sole right to determine whether or not to make such changes without the consent of the County and, if applicable, the City.

9. The Commission will use its best efforts to complete the construction of the Projects at the earliest possible date; failure, however, to complete the construction of the Projects shall not relieve the County or the City of their obligation to pay the fixed annual rentals provided for herein.

10. None of the proceeds of the Bonds will be expended other than with respect to the Projects to be leased to the County and the City hereunder.

C. The County and the City shall have the joint right of possession of the Government Center and Parking Garage and all improvements thereto during the full term of this Amended and Restated Lease.

D. The County shall have the exclusive right of possession of the Old County Courthouse, the Law and Justice Center, the County Building, the Fairview Campus Facilities, the Highway Department Facilities and the Animal Control Center and all improvements thereto during the full term of this Amended and Restated Lease.

SECTION II. RENTAL PAYMENTS

A. In consideration of the rents reserved and the covenants, agreements and other terms and conditions herein provided to be kept, observed and performed by the County and the City, the Commission hereby enters in this Amended and Restated Lease for a term commencing as the date hereof and ending on December 31, 2034, unless sooner terminated as provided in Section VII hereof.

B. In addition to the annual rental due in calendar year 2015 pursuant to the Old County Courthouse Lease, the Government Center and Parking Garage Lease and the Law and Justice Center Lease, the County covenants and agrees, on or before November 1 of each of the years designated, to pay to the Commission as rent the following annual rentals:

YEAR	RENTAL
2016	\$3,981,291
2017	4,027,008
2018	4,074,296
2019	4,121,848
2020	4,166,641
2021	3,923,904
2022	3,851,950
2023	3,890,120
2024	3,941,347
2025	3,993,342
2026	4,046,117
2027	4,099,684
2028	4,154,054
2029	4,209,240
2030	4,265,254
2031	4,322,107
2032	4,379,814
2033	4,438,386
2034	4,497,837

C. In addition to the annual rental due in calendar year 2015 pursuant to the Government Center and Parking Garage Lease, the City covenants and agrees, on or before November 1 of each of the years designated, to pay to the Commission as rent the following annual rentals:

YEAR	RENTAL
2016	\$1,135,284
2017	1,140,301
2018	1,147,095
2019	1,153,134
2020	1,153,442
2021	598,155

YEAR	RENTAL
2022	464,590
2023	458,700
2024	465,205
2025	471,808
2026	478,510
2027	485,313
2028	492,218
2029	499,226
2030	506,339
2031	513,559
2032	520,888
2033	528,326
2034	535,876

D. The County, in its sole discretion, may pay in advance any portion of its annual rentals, in which event the Commission shall credit the County with such advance payment or payments, and any and all advance payments to be made shall be held in the Revenue Fund maintained by the Bond Resolution and invested and be applied to the payment of the rent for the year or years for which the advance payment or payments was or were made, all in accordance with the terms of this Amended and Restated Lease and the Bond Resolution.

E. The City, in its sole discretion, may pay in advance any portion of its annual rentals, in which event the Commission shall credit the City with such advance payment or payments, and any and all advance payments to be made shall be held in the Revenue Fund maintained by the Bond Resolution and invested and be applied to the payment of the rent for the year or years for which the advance payment or payments was or were made, all in accordance with the terms of this Amended and Restated Lease and the Bond Resolution.

F. Each of the County and the City represent and warrant that its obligation to make rental payments hereunder constitutes a general obligation for the payment of which its full faith and credit are hereby pledged. Upon the execution of this Amended and Restated Lease, the County and the City shall each provide by ordinance for the levy and collection of direct annual

taxes sufficient to pay the annual rents payable hereunder, as and when such rents become due and payable, and shall immediately thereafter file in the office of the County Clerk of the County (the "*County Clerk*"), as tax extension officer of the County, a copy of such ordinance. Such ordinances shall be certified to by the County Clerk, which certified copies shall constitute the authority for the County Clerk, as tax extension officer of the County, to extend for collection the taxes annually necessary to pay the annual rents payable by the County and the City under the terms of this Amended and Restated Lease as and when such rentals become due and payable, such taxes to be in addition to and in excess of all other taxes now or hereafter authorized to be levied by the County and the City. The funds realized by the County and the City from such tax levies shall not be disbursed for any purpose other than the payment of the rentals reserved in this Amended and Restated Lease.

G. On December 15 of each year, the Commission shall file with the County Clerk and the City Clerk of the City a certificate stating the amount then held in the Surplus Account maintained under the Bond Resolution and available for application as a credit against the next rental payments due under this Amended and Restated Lease. The Commission agrees that such amount shall be applied to reduce such rental payments pro rata and shall be credited upon receipt by the Commission of resolutions of the County Board and the City Council of the City directing such application. Such direction shall be effective until the next ensuing December 1.

H. The County covenants and agrees that it will save the Commission and its officers, officials, agents and employees harmless and indemnified at all times against any loss, cost, damage or expense by reason of any accident, loss, casualty or damage resulting to any person or property through the use, misuse or nonuse of the Facilities, or by reason of any act or thing done or not done on, in or about the Facilities, or in relation thereto, or attributable to it, its agents, servants or employees. The County further covenants and agrees that it will promptly

reimburse the Commission for any and all changes and alterations in and about the Facilities, which, during the term of this Amended and Restated Lease, may be required to be made at any time by reason of resolutions of the County or State or Federal laws, and to save the Commission harmless and free from all costs or damage in respect thereto. In the event of a legal action, whether at law or in equity, filed in a court of law or administrative tribunal, the County's foregoing duty to save the Commission and its officers, officials, agents and employees harmless and indemnified shall continue to fully apply as set forth above regardless of whether the County is a named party to the legal action.

I. The City covenants and agrees that it will save the Commission and its officers, officials, agents and employees harmless and indemnified at all times against any loss, cost, damage or expense by reason of any accident, loss, casualty or damage resulting to any person or property through the use, misuse or nonuse of the Government Center and Parking Garage, or by reason of any act or thing done or not done on, in or about the Government Center and Parking Garage, or in relation thereto, or attributable to it, its agents, servants or employees. Each of the County and the City further covenant and agree that it will promptly reimburse the Commission for any and all changes and alterations in and about the Government Center and Parking Garage, which, during the term of this Amended and Restated Lease, may be required to be made at any time by reason of resolutions of the City or State or Federal laws, and to save the Commission harmless and free from all costs or damage in respect thereto. In the event of a legal action, whether at law or in equity, filed in a court of law or administrative tribunal, the City's foregoing duty to save the Commission and its officers, officials, agents and employees harmless and indemnified shall continue to fully apply as set forth above regardless of whether the City is a named party to the legal action.

J. Notwithstanding anything contained herein to the contrary, the County and the City each agree to joint and several liability for the aggregate total of the annual rental payments required of the County and the City up to the amounts per year as follows:

YEAR	AMOUNT
2016	\$1,980,235
2017	1,990,674
2018	2,003,857
2019	2,015,935
2020	2,018,901
2021	1,178,108
2022	929,181
2023	917,399
2024	930,410
2025	943,616
2026	957,021
2027	970,626
2028	984,435
2029	998,452
2030	1,012,679
2031	1,027,119
2032	1,041,776
2033	1,056,652
2034	1,071,752

SECTION III. OPERATION AND MAINTENANCE

A. The Commission shall be solely responsible for the maintenance, operation, upkeep and safekeeping of the Facilities, and shall undertake the cost of such maintenance, operation, upkeep and safekeeping, all payable from the rentals due under this Amended and Restated Lease. The cost of operation and maintenance shall be deemed to include, but not to the exclusion of other items not herein specified, lights, water, sewer, electricity, telephone services, heat, air conditioning, cooling, janitor, caretaking and custodial services including outside ground maintenance, and repairs to the interior and/or exterior, whether structural or non-structural and all premiums due or to become due on all of the insurance required to be

maintained by the Commission under the Bond Resolution and in accordance with the provisions hereof. All insurance policies required by the Bond Resolution shall name the County, the City and the Commission as insured parties as their respective interests may appear.

B. If at any time the rent payable under this Amended and Restated Lease is insufficient to pay the costs of operating and maintaining the Facilities and to maintain the funds created under the Bond Resolution in the amounts required therein, then, upon the demand of the Commission, the County agrees that within thirty (30) days it shall promptly pay any such deficiencies to the Commission and the Commission shall apply such funds as provided in the Bond Resolution.

C. If at any time the rent payable under this Amended and Restated Lease is insufficient to pay the costs of operating and maintaining the Government Center and Parking Garage and to maintain the funds created under the Bond Resolution in the amounts required therein, then, upon the demand of the Commission, each of the City and the County agree that within thirty (30) days it shall promptly pay any such deficiencies to the Commission and the Commission shall apply such funds as provided in the Bond Resolution.

SECTION IV. ASSIGNMENT

The leasehold rights, duties and obligations of the County and the City as specified in this Amended and Restated Lease shall not be assigned in whole or in part during the term of this Amended and Restated Lease, or while any of the Bonds are outstanding, except that the County (and, if applicable, the City) may sublease all or any part of the Facilities if the Commission agrees to such sublease and if such sublease is permitted by law, *provided, however*, that any such sublease shall not result in any reduction of the rental payments required to be made to the Commission by the County and the City pursuant to this Amended and Restated Lease. The Commission further agrees that upon the receipt of a request by the County (and, if applicable,

the City) to sublease all or any part of the Facilities, its consent to such sublease will not be unreasonably withheld. No such sublease shall be entered into which would in any way adversely affect the tax-free nature of the interest payable on the Bonds. The Commission hereby agrees to the sublease by the County of the FQHC to Chestnut Health Systems, Inc.

SECTION V. NET LEASE

This Amended and Restated Lease shall be deemed and construed to be a net lease. This Amended and Restated Lease is absolute, unconditional and noncancellable by the County during the term hereof, and the County shall pay to the Commission absolutely net throughout the term of this Amended and Restated Lease the rent and all other payments required hereunder, free of any deductions, without abatement, deduction or setoff for any reason or cause whatsoever, including, without limiting the generality of the foregoing:

(i) the failure, from whatsoever cause, to complete the Facilities, or the failure, from whatsoever cause of the Facilities, to comply in any respect or respects with the plans and specifications therefor;

(ii) any damage to or destruction of the Facilities, or any part thereof, or any delay, interruption or prevention from any cause whatsoever of the use or occupancy of the Facilities, or any part thereof, and whether or not resulting from any act of God or the public enemy, or from any restriction or requirement of law, ordinance, rule or regulation of any public body or authority, State or Federal, having jurisdiction in the premises (whether such restrictions or requirements relate to the use or occupancy of the Facilities, or the quality, character, or condition of the Facilities, or any part thereof, including the buildings, improvements, and equipment thereon or therein, or otherwise);

(iii) any failure of or any defect in the Commission's title to the Facilities, whether or not such failure or defect interferes with, prevents or renders burdensome the use or occupancy of the Facilities, or any part thereof;

(iv) any failure, in whole or in part, of the Commission to perform all or any of its other obligations, expressed or implied, to or for the benefit of the County, whether such obligations are provided for in this Amended and Restated Lease, result from operation of law, or are provided for in, or result from, some other contract or agreement at any time or from time to time entered into between the Commission and the County.

This Amended and Restated Lease is absolute, unconditional and noncancellable by the City during the term hereof, and the City shall pay to the Commission absolutely net throughout the term of this Amended and Restated Lease the rent and all other payments required hereunder, free of any deductions, without abatement, deduction or setoff for any reason or cause whatsoever, including, without limiting the generality of the foregoing:

(i) the failure, from whatsoever cause, to complete the Government Center and Parking Garage, or the failure, from whatsoever cause of the Government Center and Parking Garage, to comply in any respect or respects with the plans and specifications therefor;

(ii) any damage to or destruction of the Government Center and Parking Garage, or any part thereof, or any delay, interruption or prevention from any cause whatsoever of the use or occupancy of the Government Center and Parking Garage, or any part thereof, and whether or not resulting from any act of God or the public enemy, or from any restriction or requirement of law, ordinance, rule or regulation of any public body or authority, State or Federal, having jurisdiction in the premises (whether such restrictions or requirements relate to the use or occupancy of the Government Center and Parking Garage, or the quality, character, or condition of the Government Center and Parking Garage, or any part thereof, including the buildings, improvements, and equipment thereon or therein, or otherwise);

(iii) any failure of or any defect in the Commission's title to the Government Center and Parking Garage, whether or not such failure or defect interferes with, prevents or renders burdensome the use or occupancy of the Government Center and Parking Garage, or any part thereof;

(iv) any failure, in whole or in part, of the Commission to perform all or any of its other obligations, expressed or implied, to or for the benefit of the City, whether such obligations are provided for in this Amended and Restated Lease, result from operation of law, or are provided for in, or result from, some other contract or agreement at any time or from time to time entered into between the Commission and the City.

SECTION VI. INSURANCE AND AUDITS

A. The Commission shall carry or cause to be carried insurance as may be required by the provisions of the Bond Resolution. The County shall carry the insurance required by the provisions of the Bond Resolution. Such insurance may be in the form of actuarially sound and

prudent self-insurance programs consistent with the recommendations of a nationally recognized insurance consultant.

B. The Commission will not carry insurance of any kind on the furniture or furnishings of the County or the City, or on any fixtures, equipment, improvements or appurtenances removable by the County or the City under the provisions of this Amended and Restated Lease, such insurance to be provided by the County or the City, and the Commission shall not be obligated to repair any damage thereto resulting from fire or other casualty, or replace the same if destroyed by fire or other casualty.

C. All officers and employees of the Commission authorized to receive or retain the custody of money, or to sign vouchers, checks, warrants or evidences of indebtedness on behalf of the Commission, shall furnish a surety bond for the faithful performance of their duties and the faithful accounting of all moneys that may come into their hands, in an amount to be fixed and in the form to be approved by the Commission.

The Commission will maintain and keep proper books of record and account, separate from all other records and accounts, in which shall be made full and correct entries of all transactions relating to the ownership of the Facilities. Not later than three (3) months after the close of each fiscal year, the Commission will cause to be prepared a statement in reasonable detail, sworn to by its Treasurer, showing the Commission's income and disbursements as owner of the Facilities during such fiscal year, the assets and liabilities of the Facilities at the beginning and close of the fiscal year, and such other information as is necessary to enable the County and the City to be fully informed as to all matters pertaining to the financial operation of the Commission as owner of the Facilities during such year. Certified copies of such statement shall be filed with the County and the City.

The Commission will also cause an annual audit of such books or records and accounts for the preceding fiscal year to be made by an independent certified public accountant, and will make such audit available for inspection by the County and the City.

SECTION VII. MISCELLANEOUS

A. This Amended and Restated Lease shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns, and shall also inure to the benefit of the owners of any Bonds as their interests may appear.

B. No portion of the funds paid by the lessees pursuant hereto to the Commission shall be used for any purpose inconsistent with the conditions of the Bond Resolution and this Amended and Restated Lease.

C. The obligations of the Commission hereunder are subject to the Commission's ability to sell its Bonds in an amount deemed reasonably sufficient by the Commission to carry out the proposed Projects. The Commission agrees to use its best efforts to sell such Bonds with all due diligence. If the Commission is unable to sell the Bonds in accordance with the provisions of this Amended and Restated Lease and should determine for such reason to abandon the Projects, then, and in such event, either of the parties hereto shall have the option to terminate this Amended and Restated Lease, and shall thereby be relieved of all responsibilities for performance hereunder. In the event of any such termination, fee simple title to any premises, previously conveyed to the Commission by the County and the City, shall then be reconveyed back to the County and the City by the Commission.

Also, in the event of such termination, the County shall reimburse the Commission for any and all expenses incurred by, or claims made against, the Commission as a result of its participation in the Projects, including but not being limited to all architectural, engineering and attorneys' fees incurred prior to such termination.

D. The Commission shall have access into, through and upon the Facilities at any and all reasonable times for the purpose of inspecting the premises, such inspection to be pursuant to reasonable notice and to be made at reasonable times so as to minimize any interference with the use being made by the County and the City in its use of the Facilities.

E. Amendments hereof shall be made upon the written agreement of the County and the City and the Commission, subject to the provisions of the Bond Resolution; *provided, however,* consent of the City will not be required if the only change to the terms of this Amended and Restated Lease is increased annual rentals for the County.

F. Any notice necessary or proper to be given to any of the parties hereto may be served in the following manner:

(a) If to the Commission, by delivering such Notice to the Chairman or Secretary of the Commission; if to the County, by delivering such Notice to the Chairman of the County Board or to the County Clerk; and to the City, by delivering such Notice to the Mayor of the City or the City Clerk; or

(b) By depositing a duly executed copy thereof in the United States mails, by registered or certified mail, duly addressed to the Chairman or Secretary of the Commission, the Chairman of the County Board or the County Clerk or the Mayor of the City or the City Clerk, as the case may be.

Service by such mailing shall be deemed sufficient if addressed to the Commission, the County or to the City, as the case may be, at such address as the Commission, the County or the City may have last furnished the Commission in writing until a different address shall be so furnished, by mailing the same as aforesaid, addressed, as the case may be as follows:

Public Building Commission of
McLean County, McLean County, Illinois
115 E. Washington Street
Bloomington, Illinois 61701

Chairman of the County Board of
The County of McLean, Illinois
115 E. Washington Street
Bloomington, Illinois 61701

City of Bloomington
109 E. Olive Street
Bloomington, Illinois 61701

G. This Amended and Restated Lease may be executed in several counterparts, each of which shall be considered as an original.

H. In the event any covenant, phrase, clause, paragraph, section, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, phrase, clause, paragraph, section, condition or provision shall in no way affect any other covenant, phrase, clause, paragraph, section, condition or provision herein contained.

IN WITNESS WHEREOF, the Public Building Commission of McLean County, McLean County, Illinois, by authorizing of its Board of Commissioners, has caused its corporate seal to be affixed hereto and this Amendment to be signed in its name by the Chairman of said Board and attested by the Secretary of said Board; The County of McLean, Illinois, by authority of its County Board, has caused its corporate seal to be affixed hereto and this Amendment to be signed in its name by the Chairman of the County Board of said County and to be attested by the Clerk of said County; and the City of Bloomington, McLean County, Illinois, by authority of its City Council has caused its corporate seal to be affixed hereto and this Amendment to be signed in its name by the Mayor of said City and attested by the Clerk of said City, as of the day and year first written.

PUBLIC BUILDING COMMISSION OF
MCLEAN COUNTY,
MCLEAN COUNTY, ILLINOIS

ATTEST:

Secretary, Board of Commissioners

By: _____
Chairman, Board of Commissioners

(AFFIX CORPORATE SEAL)

THE COUNTY OF MCLEAN, ILLINOIS

ATTEST:

County Clerk

By: _____
Chairman, County Board

(AFFIX CORPORATE SEAL)

CITY OF BLOOMINGTON, MCLEAN
COUNTY, ILLINOIS

ATTEST:

City Clerk

By: _____
Mayor

(AFFIX CORPORATE SEAL)

EXHIBIT I

DESCRIPTION OF THE OLD COUNTY COURTHOUSE SITE

Lots 37, 38, 39, 40, 41 and 42 in the Original Town, now City of Bloomington, McLean County, Illinois.

EXHIBIT II

DESCRIPTION OF THE GOVERNMENT CENTER AND PARKING GARAGE SITE

Government Center

TRACT NO. 1

Lot 49 in the Original Town of Bloomington, Lots 14, 15, 16, 17, 18 and 19 in the Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington, part of Lots 1, 4, 5, 6, 7 and 8 in the Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington and part of the vacated alley lying South of Lot 6 in the Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington and part of the vacated alley lying South of Lot 6 in the Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington and Lot 49 in the Original Town of Bloomington and North of Lots 7, 15, 16 and 17 in the Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington, all in the Southwest 1/4 of Section 4, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows:

Beginning at the Northeast corner of Lot 49 in the Original Town of Bloomington; thence South 00 degrees 00 minutes 20 seconds West, 241.55 feet to the Southeast corner of Lot 19 in the Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington; thence North 89 degrees 33 minutes 30 seconds West, 110.00 feet to the Southwest corner of Lot 14 in said Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington; thence North 00 degrees 00 minutes 20 seconds East, 241.28 feet on the West line of said Lot 14 and the Northerly extension thereof to the North line of Lot 1 in said Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington; thence South 89 degrees 41 minutes 57 seconds East, 110.00 feet to the point of beginning, in McLean County, Illinois.

TRACT NO. 2

A part of Lot 117 in James Allin's Second Addition to the City of Bloomington, and a part of Lot 9 of the Subdivision of the Southeast 1/4 of Section 4, Township 23 North, Range 2 East of the Third Principal Meridian, more particularly described as follows: Beginning at the Northwest corner of said Lot 117, thence East 134 feet along the North line of said Lot 117 and along the North line of said Lot 9, thence South 115 feet parallel with the West line of said Lot 117, thence West 134 feet parallel with the North line of said Lot 9 and the North line of said Lot 117 to the West line of said Lot 117, thence North 115 feet along the West line of said Lot 117 to the point of beginning, in McLean County, Illinois.

TRACT NO. 3

Lots 1, 2, 3, 4, 5, 6 and 7 in the Assessor's Subdivision of Lot 116 of James Allin's Second Addition to the City of Bloomington, in McLean County, Illinois.

TRACT NO. 4

All of Lot 10 in the Subdivision of the Southeast 1/4 of Section 4, Township 23 North, Range 2 East of the Third Principal Meridian.

EXCEPT the following described premises, to-wit: Beginning at the Northeast corner of said Lot 10, thence South 27.8 feet along the East line of said Lot 10, thence West 23.8 feet along a line which forms an angle to the left of 90 degrees 19 minutes with the last described course, thence North 27.8 feet along a

line which forms an angle to the left of 90 degrees 17 minutes with the last described course to the North line of said Lot 10, thence East 24.1 feet along the North line of said Lot 10, to the point of beginning, in McLean County, Illinois.

TRACT NO. 5

Lot 11, Except the East 90 feet thereof;

Lot 11 in Bloomington Town Survey of the Southeast 1/4 of Section 4, Township 23 North, Range 2 East of the Third Principal Meridian, according to plat recorded in Book S of Deeds, Page 658, re-recorded in Plat Book 2 Page 107, in McLean County, Illinois.

TRACT NO. 6

The South 69.27 feet of Lot 13 in the Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington in McLean County, Illinois, subject to a perpetual non-exclusive easement for ingress and egress over said described real estate for pedestrian and vehicular traffic, including delivery traffic and parking for the benefit of the remainder of said Lot 13 and Lots 2, 3, 4, 5, 6, 7 and 8 all in the Assessor's Subdivision of Lots 50, 51, 52, 53 and 54 in the Original Town of Bloomington, McLean County, Illinois

21-04-339-036

and

Parking Garage Site

TRACT NO. 1

Lot 1 in Block 76 in Central Bloomington Subdivision to the City of Bloomington according to the Plat thereof recorded February 21, 1975 as Document No. 75-1408; and

TRACT NO. 2

All that part of vacated Grove Street lying immediately North of Tract 1 described above and South of property legally described as Lots 1 to 12, both inclusive, in Assessor's Subdivision of Lots 73, 74, 75 and 76 in James Allin's addition to the City of Bloomington; and

TRACT NO. 3

Lots 1 to 12, both inclusive, in Assessor's Subdivision of Lots 73, 74, 75 and 76 in James Allin's addition to the City of Bloomington, McLean County, Illinois.

EXHIBIT III

DESCRIPTION OF THE LAW AND JUSTICE CENTER SITE

TRACT NO. 1

Lots 102 and 103 in James Allin's Addition to the City of Bloomington, McLean County, Illinois according to plat recorded in Book 3, page 32 of Plats thereof, in McLean County, Illinois.

TRACT NO. 2

Lots 123 and 124 in James Allin's Third Addition to the City of Bloomington, McLean County, Illinois according to plat recorded in Book 3, page 46 of Plats, thereof, in McLean County, Illinois.

TRACT NO. 3

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17 in Assessor's Subdivision of Lots 77, 78, 79 and 80 in James Allin's Addition to the City of Bloomington, in McLean County, Illinois.

TRACT NO. 4

Lot 6 in McKisson's Subdivision of Lots 79 and 80 in James Allin's Addition to the City of Bloomington, in McLean County, Illinois.

TRACT NO. 5

Lots 1, 2, 3, 4, and 5 in the Subdivision of Lot 79 in McKisson's Subdivision of Lots 79, 80 and 81 in James Allin's Addition to the City of Bloomington, in McLean County, Illinois.

TRACT NO. 6

Lot 1 of the Subdivision of Lot 80 in McKisson's Subdivision of Lots 79, 80 and 81 in James Allin's Addition to the City of Bloomington, according to Plat recorded in Book 1 of Plats, page 83 in McLean County, Illinois.

TRACT NO. 7

All that part of vacated West Grove Street lying between the West side of Main Street and the East side of Center Street in the City of Bloomington, as vacated on July 10, 1972 by Ordinance 1972-47, recorded October 24, 1972 as Document No. 72-10794, in McLean County, Illinois.

TRACT NO. 8

All vacated alleys lying within an area described as follows: All alleys bounded between Front Street on the North, Center Street on the West, Olive Street on the South and Main Street on the East, in the City of Bloomington as vacated on October 23, 1972 by Ordinance 1972-83 recorded October 24, 1972 as Document No. 72-10793, in McLean County, Illinois.

EXHIBIT IV

DESCRIPTION OF THE COUNTY BUILDING SITE

Tract No. 1

Units A, A-1, C and E in the Hundman Office Building Condominium in the City of Bloomington, together with its undivided percentage interest in the ownership of the common elements. The declaration of Condominium Ownership made by Richard H. Hundman, recorded August 17, 1978, as Document No. 78-12183, in McLean County, Illinois

Tract No. 2

Units D-1, D-2 and D-3 in The Hundman Office Building Condominium in the City of Bloomington, together with its undivided percentage interest in the ownership of the common elements. The Original Declaration of Condominium Ownership to The Hundman Office Building Condominium recorded August 17, 1978, as Document No. 78-12183; the First Amendment to Declaration of Condominium Ownership recorded February 6, 1979, as Document No. 79-1273; the Second Amendment to Declaration of Condominium Ownership of The Hundman Office Building Condominium made by Richard H. Hundman recorded December 28, 1979, as Document No. 79-16643, in McLean County, Illinois

Tract No. 3

Unit B in The Hundman Office Building Condominium in the City of Bloomington together with its undivided percentage interest in the ownership of the common elements. The Declaration of Condominium Ownership made by Richard H. Hundman, recorded August 17, 1978, as Document No. 78-12183, in McLean County, Illinois.

EXHIBIT V

DESCRIPTION OF THE FAIRVIEW CAMPUS SITE

Lot 7 in the Town Survey of the 1898 Assessors Subdivision of the South 1/2 of Section 21
Township 24 Range 2 east in the Town of Normal, McLean County Illinois

EXHIBIT VI

DESCRIPTION OF THE HIGHWAY DEPARTMENT SITE

A part of the Southwest Quarter of Section 5, Township 23 North, Range 3 East of the Third Principal Meridian described as: Commencing at the Southwest Corner of said Section 5, thence North 1 degree 56 minutes 46 seconds West 1,880.47 feet along the West line of said Section 5, thence North 88 degrees 50 minutes 14 seconds East 45.91 feet to the Point of Beginning. From said Point of Beginning, thence South 74 degrees 04 minutes 29 seconds East 802.76 feet, thence North 1 degree 56 minutes 46 seconds West 236.1 feet, thence South 88 degrees 50 minutes 14 seconds West 764.09 feet to the Point of Beginning, in McLEAN COUNTY, ILLINOIS.
Parcel No.: 22-05-300-004

A part of the Southwest Quarter of Section 5, Township 23 North, Range 3 East of the Third Principal Meridian described as following: Beginning at a point 1880.47 feet North of the Southwest Corner of said Section 5, said point lying on the West line of the Southwest Quarter of said Section 5; thence North 1 degree 56 minutes 46 seconds West 350.00 feet along the West line of the Southwest Quarter of said Section 5; thence North 80 degrees 50 minutes 14 seconds East 810.00 feet to a point; thence South 1 degree 56 minutes 46 seconds East 350 feet to a point; thence South 88 degrees 50 minutes 14 seconds West 810.00 feet to the Point of Beginning, in McLEAN COUNTY, ILLINOIS.
Parcel No.: 22-05-300-001

EXHIBIT VII

DESCRIPTION OF THE ANIMAL CONTROL CENTER SITE

The North 300 feet of the West 338 feet of the Southeast Quarter of the Southeast Quarter of Section 29 Township 23 Range 2 East of the Third Principal Meridian in McLean County Illinois.

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

I, the undersigned, a Notary Public in and for said County and State, Do Hereby Certify that _____ and _____, personally known to me to be respectively the Chairman of the Board of Commissioners of the Public Building Commission of McLean County, McLean County, Illinois, and the Secretary of said Board, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as Chairman of the Board of Commissioners of the Public Building Commission of McLean County, McLean County, Illinois, and the Secretary of said Board, they signed and delivered the said instrument and caused the seal of the Public Building Commission of McLean County, McLean County, Illinois, to be thereto affixed as their free and voluntary act, and as the free and voluntary act of the Public Building Commission of McLean County, McLean County, Illinois, pursuant to the authority and direction of the Board of Commissioners of the Public Building Commission of McLean County, McLean County, Illinois, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ____ day of _____, 2015.

Illinois Notary Public

(NOTARIAL SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

I, the undersigned, a Notary Public in and for said County and State, Do Hereby Certify that Matt Sorensen and Kathy Michael, personally known to me to be respectively the Chairman of the County Board of The County of McLean, Illinois, and the Clerk of said County, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as Chairman of the County Board of The County of McLean, Illinois, and as County Clerk of said County, they signed and delivered the said instrument and caused the seal of The County of McLean, Illinois, to be thereto affixed as their free and voluntary act, and as the free and voluntary act of The County of McLean, Illinois, pursuant to the authority and direction of the County Board of The County of McLean, Illinois, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ____ day of _____, 2015.

Illinois Notary Public

(NOTARIAL SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

I, the undersigned, a Notary Public in and for said County and State, Do Hereby Certify that Tari Renner and Tracey Covert, personally known to me to be respectively the Mayor and the Clerk of the City of Bloomington, McLean County, Illinois, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Mayor and Clerk of the City of Bloomington, McLean County, Illinois, they signed and delivered the said instrument and caused the seal of the City of Bloomington, McLean County, Illinois, to be thereto affixed as their free and voluntary act, and as the free and voluntary act of the City of Bloomington, McLean County, Illinois, pursuant to the authority and direction of the City Council of the City of Bloomington, McLean County, Illinois, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ____ day of _____, 2015.

Illinois Notary Public

(NOTARIAL SEAL)