

SUBLEASE FOR OPERATIONS AND MAINTENANCE OF THE PUBLIC SAFETY BUILDING

This Sublease for Operations and Maintenance of the Public Safety Building (the "Sublease") supplements the Amended and Restated Lease Agreement dated February 29, 2016, and is effective this 1st day of November, 2019, between the DANVILLE PUBLIC BUILDING COMMISSION, Vermilion County, Illinois, a municipal corporation of the State of Illinois (the "Commission"), as Lessor, and the COUNTY OF VERMILION, ILLINOIS, a body politic and corporate of the State of Illinois the "County"), and the CITY OF DANVILLE, Vermilion County, Illinois, a municipal corporation of the State of Illinois (the "City"), as Lessees;

RECITALS:

A. The Commission, the County and the City entered into an Amended and Restated Lease Agreement on February 29, 2016 (the "Original Lease") for a term of 20 years beginning November 1, 2016 and ending October 31, 2036, which Lease provides in part for the repayment of previously issued Bonds and the repayment of newly issued Bonds, the latter to acquire, construct, improve, alter, equip, repair, maintain, operate and secure the Facilities owned by the Commission but utilized by the County and the City, with the understanding and provision that separate Leases or Subleases would be entered into by the parties for the Operation and Maintenance of the of the Facilities; and

B. The Commission was previously duly organized under the provisions of "AN ACT to authorize the creation of public building commissions and to define their rights, powers and duties," approved July 5, 1955, as amended (the "Act"), by reason of an urgent need for modern public improvements, buildings and facilities within the limits of the County Seat of said County for use by governmental agencies in the furnishing of essential governmental, health, safety and welfare services to its citizens; and

C. The Commission did by proper resolution adopted, select the site, purchase the real estate, construct, erect and equip a Public Safety Building and do all things necessary pursuant to a certain lease thereof to the County and the City, which lease had a term of five (5) years from December 31, 1972 until December 31, 1977, having been filed on the 27th day of December, 1972, as Document Number 851943 in the Recorder's Office of Vermilion County, Illinois, found in Book 837 at page 745; and

D. The Commission did by proper resolutions adopted, do all things necessary pursuant to certain subsequent leases or amendments thereof to the County and the City, which leases each had terms of four (4) years from January 1, 1978 until October 31, 1981, from November 1, 1981 until October 31, 1985, from November 1, 1985 until October 31, 1989, from November 1, 1989 until October 31, 1993, from November 1, 1993 until October 31, 1997, from November 1, 1997 until October 31, 2001, from November 1, 2001 until October 31, 2005, and from November 1, 2005 until October 31, 2009, said leases having been duly recorded with the Recorder's Office of Vermilion County, Illinois; and the November 1, 2005 lease was amended to extend the lease term for an additional two years from November 1, 2009 until October 31, 2011, and said

November 1, 2005 lease was further amended to extend the lease for an additional two years from November 1, 2011 until October 31, 2013, and said November 1, 2005 lease was further amended to extend the lease for an additional three years from November 1, 2013 until October 31, 2016, and said Lease was amended and extended from November 1, 2016 until October 31, 2017, and said Lease was amended and entered into effective November 1, 2017 for a term of three years ending October 31, 2019 and

E. Said real estate, building and premises are legally described as follows:

A parcel of land situated in Blocks 3 and 4 South, Range 1 West and Blocks 3 and 4 South, Range 1 East of the Original Town of Danville, being further described as follows: Beginning at a point 72.03 feet West and 34 feet South of the Northeast corner of Lot 1, Block 3 South, Range 1 East of the Original Town of Danville; thence South and perpendicular to the south right of way line of South Street 409.75 feet to a point 130.25 feet south of the North line of Lot 1, Block 4 South, Range 1 East of the Original Town of Danville; thence West enclosing an angle of 90° along a line being 130.25 feet south of and parallel to the north line of Lots 1 and 2, Block 4 South, Range 1 East, a distance of 260.39 feet to the existing bluff line of the Vermilion River (August 1972); thence Northwesterly deflecting to the right $64^{\circ}17'11''$ along said bluff line, a distance of 254 feet; thence Northwesterly deflecting to the left $21^{\circ}28'51''$ along said bluff line a distance of 156 feet; thence Northwesterly deflecting to the right $19^{\circ}14'35''$ along said bluff line a distance of 84.79 feet, to a point being 34 feet south of the original south right of way line of South Street; thence East enclosing an angle of $62^{\circ}02'55''$ along a line being 34 feet south of and parallel to the original south right of way line of South Street, 524.78 feet to the place of beginning, containing 3.567 acres situated in Vermilion County, Illinois,

ALSO, a parcel of land situated in Blocks 3 and 4 South, Range 1 and 2 East of the Original Town of Danville and part of Blocks 8 and 9 in McRoberts and Walker's Addition to Danville, being further described as follows: Beginning at a point 72.03 feet West and 34 feet South of the Northeast corner of Lot 1, Block 3 South, Range 1 East of the Original Town of Danville, thence East along a line 34 feet South of the original South right of way line of South Street 438.06 feet to the Westerly right of way line of the Norfolk and Western Railroad; thence Southwesterly along said railroad right of way 234.99 feet, to a point 36 feet North-easterly of the North line of Sager Street (formerly Green Street); thence deflecting to the right $11^{\circ}03'$ along said railroad right of way line 38.36 feet, to a point on the West line of Lot 6, Block 8, in McRoberts and Walker's Addition and 2 feet North of Sager Street, thence South 2 feet to the North line of Sager Street; thence East on the North line of Sager Street 7.26 feet to the Westerly right of way line of said railroad; thence Southwesterly along the aforesaid railroad right of way line 193.14 feet; thence West enclosing an angle of $118^{\circ}00'50''$ along a line being 130.25 feet South of the North line of Lots 1 and 2, in Block 4 South, Range 1 East of the Original Town of Danville 220.07 feet; thence North enclosing an angle of 90° a distance of 409.75 feet to the place of beginning, containing 3.092 acres (except that portion of the last above described tract lying Southeasterly of a line 10 feet Northwesterly of, as measured at right angles to, the center line of the Northerly spur track extending from the Norfolk and Western Railroad right of way into Lots 7 and 8 in

Block 4 South, Range 1 East of the Public Square in the Original Town of Danville); AND ALSO that part lying Northwesterly of a line 10 feet Northwesterly of, as measured at right angles to, the center line of the Northerly spur track extending from the Norfolk and Western Railroad right of way into Lots 7 and 8 in Block 4 South, Range 1 East of the Public Square in the Original Town of Danville owned by Illinois Power Company, of Lots 2 and 7 in Block 4 South, Range 2 East of the Public Square in the original Town of Danville and of that part of Lot 1 in Block 9 in McRoberts and Walker's Addition to Danville lying Westerly of the Westerly right of way line of the Norfolk and Western Railroad, situated in Vermilion County, Illinois, and commonly known as the Public Safety Building, 2 South Street, Danville, Illinois; and

F. Following the expansion of the Public Safety Building in 2004, the square footage shared and utilized by the City and County changed to the current ratio of 29.81 % to the City and 70.19 % to the County as evidenced by the Table of Usage shown on Exhibit A, attached to this Lease and made a part hereof. Reference to this ratio will be made in this Lease relative to the Capital Improvements Fund and Replacement Account under Section II D of this lease, to the Technology Fund under Section II E of this Lease, to the Maintenance Account under Section II F. of this Lease, and to calculation of the refund or rebate as provided in Section H of this Lease; and

G. In order to provide for a continuation of the joint, mutual and several uses of said building by the County and City, each have, by appropriate resolutions of their governing bodies, authorized that this Lease be made, entered into and executed by their respective lawfully elected and appointed officers, in their behalf, with the Commission;

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

SECTION I. LEASE OF PREMISES.

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, the Commission does hereby lease and demise to the County the Site referred to as the Public Safety Building allocated to its use being 70.91 % as shown on Exhibit "A", to hold for a term commencing as of the date of this Lease and ending on October 31, 2022, together with all of the movable and non-movable equipment situated upon the demised premises owned by the Commission, a schedule and inventory of which is (1) maintained by the Commission, and (2) acknowledged and confirmed by the County.

B. The County covenants and agrees, on or before November 1, 2019 and on or before November 1, 2020 to pay to the Commission for the use and occupancy of the space allocated to it under the terms of this Lease, the following annual rentals:

<u>Lease Year</u>	<u>Amount of Rent(which includes Leased Employees)</u>
Nov. 1, 2019 through Oct. 31, 2020	*\$5,126,613.34 (This includes \$2,626,298.38 for Leased Employees)
Nov. 1, 2020 through Oct. 31, 2021	*\$5,280,411.74 (This includes \$2,705,087.33 for Leased Employees)
Nov 1, 2021 through October 31, 2022	*\$5,438,824.09 (This includes \$2,786,239.95 for leased Employees)

subject to the terms and provisions of paragraphs F, G and H of Section I hereof.

* The Rent provided above does not include the Bond payment of \$415,359.00 as provided in the Original Lease for the November 1, 2019 term nor does it include the Bond payment of \$417,138.00 as provided in the Original Lease for the November 1, 2020 term nor does it include the Bond Payment of \$543,443.00 as provided in the Original Lease for the November 1, 2021.

C. 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 City, the Commission does hereby lease and demise to the City those portions of the Public Safety Building allocated to its use being 29.81 % as shown on Exhibit "A", to hold for a term commencing as of the date of this Lease and ending on October 31, 2022 together with all of the movable and non-movable equipment situated upon the demised premises owned by the Commission, a schedule and inventory of which is (1) maintained by the Commission, and (2) acknowledged and confirmed by the City.

D. The City covenants and agrees, on or before November 1, 2019 and on or before April 1, 2020 (being 1 lease year) and on or before November 1, 2020 and on or before April 1, 2021 (being 1 lease year) and on or before November 1, 2021 and April 1, 2022 (being 1 lease year) to pay to the Commission for the use and occupancy of the space allocated to it under the terms of this Lease, the following annual rental:

<u>Lease Year</u>	<u>Amount of Rent</u>
Nov. 1, 2019 though March 31, 2020	* \$704,526.44
April 1, 2020 through October 31, 2020	<u>\$630,001.43</u>
Total	\$1,334,527.87
Nov. 1, 2020 though March 31, 2021	* \$724,544.36
April 1, 2021 through October 31, 2021	<u>\$650,019.35</u>
Total	\$1,374,563.71

Nov. 1, 2021 though March 31, 2022	* \$786,399.72
April 1, 2022 through October 31, 2022	<u>\$711,874.72</u>
Total	\$1,498,274.44

subject to the terms and provisions of paragraphs F, G and H of Section I hereof.

* The Rent provided above does not include the Bond payment of \$165,760.00 as provided in the Original Lease for the November 1, 2019 term nor does it include the Bond payment of \$166,081.00 as provided in the Original Lease for the November 1, 2012 term, nor does it included the Bond payment of \$46,176.00 as provided in the Original Lease for the November 1, 2021 term.

E. Upon the execution of this Lease, the County and the City, by their respective governing bodies, shall provide by resolution or ordinance, as the case may be, for the levy and collection of a direct annual tax sufficient to pay the respective annual rents payable under this Lease, as and when such rents become due and payable, and shall immediately thereafter file in the Office of the County Clerk of Vermilion County, Illinois, as tax extension officer of Vermilion County, Illinois, a copy of this Lease as executed by the parties hereto, certified to by the Secretary of the Commission, the County Clerk of the County Board as the recording officer of such Board, and the City Clerk of the City, together with a properly certified copy of said resolution or ordinance, as the case may be, as adopted levying taxes for the payment of the respective annual rents payable by the County and the City under the terms of this Lease, which certified copies shall constitute the authority for the County Clerk of Vermilion County, Illinois, as the tax extension officer of said County, to extend for collection the taxes annually necessary to pay the respective annual rents payable by the County and the City under the terms of this 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 said County and the said City. The funds realized by the County and the City from such tax levies shall not be disbursed for any purpose until the annual rent has been paid in full. In addition, and following the filing of the certified copy of this Lease together with the Resolution or Ordinance described above with the County Clerk, the City Clerk of the City of Danville and the County Clerk on behalf of the County Board shall cause a public hearing to be held on the Lease in which provision is made for all persons residing or owning property in the City and County shall have an opportunity to be heard orally, in writing, or both. Notice of the time and place of the hearing shall be published at least once, at least 15 days before the hearing, in a newspaper published or having general circulation within the City of Danville and County of Vermilion. The notice shall be in the form prescribed under Section 18 of the Public Building Commission Act, 50 ILCS 20/18. No taxes shall be extended for this Lease until such hearing has occurred.

F. On or before one hundred twenty (120) days preceding the first day of each fiscal year of the Commission during the term of this Lease, the Commission shall prepare and adopt an annual budget setting forth in reasonable detail its estimated expenses for the operation and maintenance of the Public Safety Building for the ensuing fiscal year. Said operation and maintenance expenses shall include provision for the various items set forth hereinafter in detail.

Immediately upon the adoption of said budget, the Commission shall file with the County and the City a certified copy thereof.

If the amount of such expense budget exceeds the sum of \$6,461,141.21 the fiscal year ending October 31, 2020 or \$6,654,975.45 for the fiscal year ending October 31, 2021, or \$6,937,098.53 for the fiscal year ending October 31, 2022, the following designated procedure may be used by the Commission in paying the cost of operation and maintenance of the Public Safety Building during the ensuing lease year, namely,

(1) As soon as it becomes apparent the budget may be exceeded, the Commission shall promptly notify County and City of such fact, together with an estimate as to when the budget may be exceeded and a statement of the reasons the budget will be exceeded.

(2) The Commission may continue to provide all of the services upon the frequencies specified herein if both the County and the City by proper action of their respective governing bodies, shall appropriate and agree to pay to the Commission during the ensuing lease year as additional rental, over and above the rental for such year specified in Section 1, paragraphs B and D thereof, a sum equal to the difference between the cost of operation and maintenance set forth in the annual budget for such year and the sum of \$6,461,141.21 the fiscal year ending October 31, 2020 or \$6,654,975.45 for the fiscal year ending October 31, 2021, or \$6,937,098.53 for the fiscal year ending October 31, 2022. Such additional rental shall be computed and paid by County and City in the same proportions as the rentals herein reserved and set forth in paragraphs B and D hereof; provided, however, that such additional rentals incurred by reason of the Commission's operation of the correctional officers and facilities, and the security officers and facilities, as provided in SECTION II, paragraph A, subparagraphs (1) and (2), shall be solely apportioned to the County. If the County or the City has not paid its proportionate share of the budgeted amounts at the inception of the lease, then the City or the County shall first pay its proportionate share as determined as of November 1. Additional rentals which may be due shall then be computed as provided in this paragraph.

(3) If, on or before thirty (30) days prior to the beginning of any fiscal year, it appears that additional monies will not be available to the Commission to offset the apparent deficiency from additional rentals payable by the County or the City, as the case may be, then the Commission shall reduce its budget of operation and maintenance expenses to a sum not to exceed \$6,461,141.21 the fiscal year ending October 31, 2020 or \$6,654,975.45 for the fiscal year ending October 31, 2021, or \$6,937,098.53 for the fiscal year ending October 31, 2022.

(4) With respect to all areas shared equally or otherwise by County and City in common, the rent reserved hereunder shall be deemed apportioned among County and City as the same herein confirm and agree, and paid as part of the rent so reserved herein by each.

G. If in any fiscal year the rental payments herein provided for are insufficient to provide the

funds necessary to perform the services and maintain and operate the Public Safety Building to the extent provided in the budget adopted for said fiscal year, failure by the Commission to maintain and operate the Public Safety Building to the extent provided for in said budget shall not constitute a default under the terms of this Lease, but in such case the Commission, after consultation with the County and City, shall provide in its sole discretion such essential services as can be had by the use of such funds as may be available for that purpose.

H. If in any fiscal year the rental payments herein provided, and any interest earned by Commission from investment thereof, are in excess of the funds necessary to perform the services and maintain and operate the Public Safety Building to the extent provided in the budget adopted for the previous fiscal year, said amount shall be certified to the County and City by the Commission, and the County and City, as each shall specify by resolution of their respective governing body certified to the Commission, either (1) have refund and payment of said amounts by Commission, or (2) be permitted to abate their respective tax levies by said amount proportionately, but in no event shall any such abatement be made or permitted by the County Clerk unless a written certificate of the resolution of the Commission providing therefor shall be filed with him by the Commission. The determination of the refund or rebate shall be calculated as follows:

Calculation of Rebate to City of Danville and County of Vermilion for Excess funds under Lease of Public Safety Building commencing with Lease Years ending October 31, 2020, October 31, 2021, and October 31, 2022 respectively (subject to the provisions of F. (2) above):

Rents Paid: County	City	County
PSB	\$1,334,527.87-Oct. 31, 2020 \$1,374,563.71-Oct 31, 2021 \$1,498,274.44- Oct 31, 2022	\$2,500,314.96-Oct 31, 2020 \$2,575,324.41-Oct. 31, 2021 \$2,652,584.14- Oct 31, 2022
Assigned Personnel	\$0.00	\$2,626,298.38-Oct. 31, 2020 \$2,705,087.33-Oct.31, 2021 \$2,786,239.95-Oct. 31, 2022
Plus or Minus for Rent Adjustments including a Lesser or Greater amount of rent paid, Misc. Revenue and Interest Income for the calendar year ending October 31, 2020, October 31, 2021 & October 31, 2022		

Less the Following Deductions:

Capital Improvement Account	\$29,810.00	\$70,190.00
Maintenance Account	\$14,905.00	\$35,095.00
Assigned Personnel	\$0.00	100% of Assigned Personnel Expense
Administration Expenses	29.81% of Administration Expenses	70.19% of Administration Expenses
O & M Expenses	29.81% of O & M Expenses	70.19% of O & M Expenses
Communications	50% of Communications Expenses	50% of Communications Expenses
Technology Fund	\$29,810.00	\$70,190.00
Amount of Rebate Due		

The above calculation is used in determining the rebate or refund when there is excess funds remaining at the end of a fiscal year being October 31. The above illustration shows rents paid for the November 1, through October 31, respective lease years. Separate Calculations will be made for the lease year depending on the rents paid and the expenses incurred.

I. Commission shall have the right during the term hereof to use and occupy that portion of the Public Safety Building presently utilized and occupied by it for its offices, subject to all reasonable security rules and regulations of County and City; provided, however, that public access thereto during reasonable times and regular office hours shall always be permitted by such rules and regulations.

J. The Commission shall, following each regular, monthly meeting of its Board of Commissioners, provide County and City with a report of receipts and disbursements made from the rentals paid hereunder pursuant to the operation and maintenance of the building and premises herein leased.

SECTION II. OPERATION AND MAINTENANCE.

A. The Commission shall be responsible for the maintenance, operation, upkeep and repair of the entire Public Safety Building and its Joint Communication Center, including parking lots, driveways, sidewalks and landscaping, and shall be reimbursed therefor in accordance with the rental terms of this Lease. The cost of operation, maintenance, upkeep and repair shall be deemed to include, but not to the exclusion of other items not herein specified, elevator service, lights, water, electricity, heat, air-conditioning, janitor, caretaking and custodial services, repairs

to the interior or the exterior, whether structural or nonstructural, and the following specific operation:

- (1) Correctional officers and facilities, and
- (2) Security officers and facilities,

the latter two of which shall be in accordance with the terms and provisions of a certain, separate intergovernmental agreement between the parties hereto, made as of even date herewith.

B. Insurance premiums on building insurance as hereinafter specified, administrative expenses of the Commission which can be apportioned to the Public Safety Building, including salaries and wages of regular and extra employees engaged in the maintenance, upkeep and repair of the demised premises and expenses of management, audit, attorneys' fees which can be apportioned to the said Public Safety Building in accordance with accepted accounting principles shall also be deemed an operation and maintenance expense. Any repairs, however, necessitated by the carelessness, omission, neglect or improper conduct of the County or the City, their servants, employees or agents, and any unusual or extraordinary maintenance or clean-up required by acts or omissions of persons incarcerated or detained in the jail or detention facilities of the building, shall be made at the expense of the County or City, as the case may be; provided, however, that the Commission may, in its discretion, make such repairs or do such maintenance so necessitated.

C. The Commission shall have access into, through and upon the demised premises, at any and all reasonable times, for the purpose of operation, maintenance, decoration, repair, upkeep and inspection, provided that such access, except in case of emergency, shall be pursuant to a reasonable notice and to be made at reasonable times so as to minimize any interference with the uses being made by the County and City in their use of the demised premises.

D. The Commission shall, from the annual proceeds of rent received, set aside and maintain an account for the purpose of making either capital improvements upon the premises or repairs to the premises, said account to be designated as the "Capital Improvements and Replacement Account." The total amount to be so set aside and deposited into said account each lease year shall equal the sum of One Hundred Thousand Dollars (\$100,000.00). Of said sum set aside each lease year, the sum of Seventy Thousand One Hundred Ninety and 00/100 Dollars (\$70,190.00) shall be set aside from the rental payment received from the County, and the sum of Twenty Nine Thousand Eight Hundred Ten and 00/100 Dollars (\$29,810.00) shall be set aside from the rental payment received from the City. The ratio for such contributions shall be 70.19 percent for the County and 29.81 percent for the City which is based on the space allocated and used by the County and City, respectively, and as shown on Exhibit A. Expenditures from this fund shall be made by the Commission upon request of the County and City; provided, however, that the Commission shall approve such expenditures (such approval not to be withheld except for good cause) and shall follow the procedure outlined in a Memorandum of Understanding

effective August 15, 2016 and signed by the City, County and Commission; and, provided further, the procedure, shall not be required as a condition precedent to the making of such expenditures by the Commission in case of an emergency. Funds shall accumulate with the further provision that the balance of the Capital Improvements and Replacement Account shall at no time exceed the sum of THREE HUNDRED THOUSAND and No/100 DOLLARS (\$300,000.00), which balance shall be determined at the end of each fiscal lease year during the term of this lease. Depending upon the account balance, payments to the account by the County and City shall be in the same proportion as the maximum contribution noted herein. Refunds shall be computed and paid to the County and City in the same proportion as the respective contributions to said account.

E. The Commission shall, from the annual proceeds of rent received, set aside and maintain an account for the purpose of maintaining, repairing, or updating technology on the premises or utilized in the operations whether on the premises or not, said account to be designated as the "Technology Fund." The total amount to be so set aside and deposited into said account each lease year shall equal the sum of One Hundred Thousand Dollars (\$100,000.00). Of said sum set aside each lease year, the sum of Seventy Thousand One Hundred Ninety and 00/100 Dollars (\$70,190.00) shall be set aside from the rental payment received from the County, and the sum of Twenty Nine Thousand Eight Hundred Ten and 00/100 Dollars (\$29,810.00) shall be set aside from the rental payment received from the City. The ratio for such contributions shall be 70.19 percent for the County and 29.81 percent for the City which is based on the space allocated and used by the County and City, respectively, and as shown on Exhibit A. Expenditures from this fund shall be made by the Commission upon request of the County and City; provided, however, that the Commission shall approve such expenditures (such approval not to be withheld except for good cause) and shall follow the procedure outlined in a Memorandum of Understanding effective August 15, 2016 and signed by the City, County and Commission; and, provided further, the procedure, shall not be required as a condition precedent to the making of such expenditures by the Commission in case of an emergency. Funds shall accumulate with the further provision that the balance of the Technology Fund shall at no time exceed the sum of THREE HUNDRED THOUSAND and No/100 DOLLARS (\$300,000.00), which balance shall be determined at the end of each fiscal lease year during the term of this lease. Depending upon the account balance, payments to the account by the County and City shall be in the same proportion as the maximum contribution noted herein. Refunds shall be computed and paid to the County and City in the same proportion as the respective contributions to said account.

F. The Commission shall, from the annual proceeds of rent received, set aside and maintain an account for the purpose of maintaining, repairing or replacing machinery, equipment and other improvements upon the premises, said account to be designated as the "Maintenance Account." The total amount to be set aside and deposited into said account each lease year during the term of this Lease shall equal the sum of Fifty Thousand and 00/100 Dollars (\$50,000.00). Of said sum set aside each lease year, the sum of Thirty Five Thousand Ninety Five and 00/100 Dollars (\$35,095.00) which is 70.19 percent shall be set aside from the rental payment received from the County, and the sum of Fourteen Thousand Nine Hundred Five and

00/100 Dollars (\$14,905.00) which is 29.81 % shall be set aside from the rental payment received from the City. The ratio for such contributions shall be 70.19 percent for the County and 29.81 percent for the City. Expenditures from this fund shall be made by the Commission upon request of the County and City; provided, however, that the Commission shall approve such expenditures (such approval not to be withheld except for good cause) and shall follow the procedure outlined in a Memorandum of Understanding effective August 15, 2016 and signed by the City, County and Commission; and, provided further, the procedure, shall not be required as a condition precedent to the making of such expenditures by the Commission in case of an emergency. Funds shall accumulate with the further provision that the balance of the Maintenance Account shall at no time exceed the sum of THREE HUNDRED THOUSAND and No/100 DOLLARS (\$300,000.00), which balance shall be determined at the end of each fiscal lease year during the term of this lease. Depending upon the account balance, payments to the account by the County and City shall be in the same proportion as the maximum contribution noted herein. Refunds shall be computed and paid to the County and City in the same proportion as the respective contributions to said account.

G. County and City shall be solely responsible for promulgating rules and regulations for, and enforcing and maintaining the security of, the Public Safety Building and Commission shall have no duty or responsibility therefor, except to comply with such rules and regulations not inconsistent with the terms and provisions of the Lease, and except for the performance of its duties pursuant to SECTION II hereof.

SECTION III. USE OF PREMISES.

A. The County and the City may install in the space occupied by them in accordance with the terms of this Lease, such portable equipment, fixtures or furniture as it may desire, but shall not make any alterations or additions, other than partitions and non-load bearing walls, to the Public Safety Building which constitutes a part of the demised premises without the written consent of the Commission. The County and City shall not place a load upon any floor of the Public Safety Building which constitutes a part of the demised premises exceeding the floor load per square foot area which such floor was designed to carry. The Commission reserves the right to prescribe safe floor loading regulations with respect to the weight and position of all equipment and other objects which must be placed so as to distribute the weight.

B. The County and City covenant and agree that they, respectively, will not permit the use of the demised premises in any manner different from herein contemplated which will increase the applicable rates of insurance then in effect thereon, or for any purpose which will result in a violation of State or Federal laws, rules or regulations, or ordinances or resolutions of the City of Danville, Illinois, or of the County of Vermilion, Illinois, now or hereafter in force and applicable thereto. The County and the City further covenant and agree that they, respectively, shall save the Commission 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 said premises or by reason of any act or thing done or not

done on, in or about said demised premises or in relation thereto attributable to the use and occupancy of the demised premises by the County and the City and their respective agents, servants or employees; provided, however, that the foregoing provision shall not apply to any act or thing done or not done on, in or about said demised premises or in relation hereto by the Commission and its respective agents, servants or employees which are the sole cause of a loss, casualty or damage to any person or property in or about the demised premises. The County and the City further covenant and agree that they, respectively, will promptly make any and all changes and alterations in and about the demised premises, which during the term of this Lease may be required to be made at any time by reason of the ordinances of the City of Danville, Illinois, resolutions of the County of Vermilion, Illinois, or State or Federal laws; and will save the Commission harmless and free from any and all costs or damage in respect thereto. If the County or the City shall fail to make such necessary changes and alterations to the demised premises, the Commission may enter upon the demised premises and undertake to make such changes and alterations and the County and the City agree to promptly reimburse the Commission therefor if requested to do so.

C. The leasehold rights, duties and obligations of the County and the City, as specified in this Lease agreement, shall not be assigned in whole or in part during the term of this Lease, except that the County and the City may sublease all or any part of the space leased by them if the Commission agrees to such sublease and if such sublease is permitted by law, provided, however, that in the event of any such sublease of all or any part of such space, there shall be no reduction of the amount of the rental payments required to be made to the Commission by the County and the City and as herein provided. The Commission further agrees that upon the receipt of a request by the County or the City to sublease all or any part of the demised premises, its consent to such sublease will not be unreasonably withheld.

SECTION IV. LEASE NONCANCELLABLE.

A. This Lease shall be deemed and construed to be a lease, noncancellable by the respective Lessees during the term thereof, and the County and the City, respectively, shall pay to the Commission absolutely net throughout the term of this 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:

(1) The failure, from whatsoever cause, of the Public Safety Building to comply in any respect or respects with the plans therefor;

(2) Any damage to or destruction of the leased premises or any part thereof, or any delay, interruption or prevention from any cause whatsoever of the use or occupancy of the leased premises 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, rules 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 leased premises or the quality, character or

condition of the leased premises, structures, buildings, improvements and equipment thereon or therein, or otherwise);

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

(4) Any failure in whole or in part of the Commission to obtain and maintain the insurance which is provided to be maintained by the Commission under this Lease.

SECTION V. INSURANCE.

A. The Commission shall carry or cause to be carried insurance on said demised premises with a responsible insurance company or companies qualified to do business in the State of Illinois and to insure the risks thereof in an amount not less than the full insurable value of said demised premises, including the equipment therein, but excluding the value of the property referred to in subsection D hereof. The full insurable value is hereby defined to mean the actual replacement costs as shall be determined from time to time (but in any event not more than once in any fiscal year) by an independent architect, appraiser or appraisal company as may be employed for such purpose by the Commission. The Commission shall have the sole right to receive the proceeds of such insurance and to receipt for and settle claims thereunder.

B. In case of loss, the Commission shall apply the proceeds of said insurance (but only to the extent of such insurance proceeds and any other monies available to the Commission for such purpose) to the repair, replacing and restoration of the Public Safety Building to its former condition, or in such other manner as will enable said Public Safety Building as so repaired and restored to provide such use and service by and for the County and the City, respectively, as was provided prior to such loss. There shall be no abatement of the annual rentals required to be paid by the County and the City under the terms of this Lease during the process of such reconstruction, replacement, restoration or repairs.

C. The Commission shall carry or cause to be carried general public liability insurance in an adequate amount as determined by the Commission, against loss on account of bodily injury, death or property damage occurring in, on or about the property included in the demised premises or by elevator or escalator therein and upon, in or about the adjoining sidewalks, parkways, passageways and parking area which are a part of the demised premises and against loss on account of bodily injury, death or property damage to any persons or property which may be imposed by reason of the ownership of the Public Safety Building or Sites or resulting from any act of omission or commission on the part of the Commission, its agents, officers and employees, in connection with the reconstruction, maintenance, operation, use and repair of such Public Safety Building and Site or the furnishing of any service to the County and to the City.

D. The Commission will not carry insurance of any kind on furniture or furnishings or any

fixtures, equipment, improvements or appurtenances belonging to, installed by or removable by the County and the City under the provisions of this Lease and the Commission shall not be obligated to repair any damage thereto resulting from fire or other casualty or to replace the same if destroyed by fire or other casualty.

SECTION VI. MISCELLANEOUS.

A. This Lease shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

B. 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 be bonded for the faithful performance of their duties and the faithful accounting of all monies and other property that may come into their hands, in an amount to be fixed and in a form to be approved by the Commission.

C. The Commission will maintain and keep proper books of records and accounts in which shall be made full and correct entries of all transactions relating to the demised premises. Not later than ninety (90) days after the close of each fiscal year, the Commission will cause an audit of its books, records and accounts for the preceding fiscal year to be made by an independent public accountant and will make such audit available for inspection to the County and to the City. Such books, records and accounts shall be open for inspection to the County and to the City at all reasonable times.

D. No portion of the funds paid by the County and the City to said Commission shall be used for any purpose inconsistent with the conditions of this Lease.

E. Any notice or any demand required or permitted by this Lease shall be served in the following manner:

(1) By delivering a duly executed copy thereof to the Chairman or to the Secretary of the Commission, if the Commission is served; or to the County Clerk of the County Board of Vermilion County, Illinois, if the County is being served, or to the City Clerk of the City of Danville, Vermilion County, Illinois, if the City is being served; or

(2) 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, or to the County Clerk of the County Board of Vermilion County, Illinois, if the County is being served, or to the City Clerk of the City of Danville, Vermilion County, Illinois, if the City is being served, as the case may be.

Service for such mailing shall be deemed sufficient if addressed to the Commission, or to the County or to the City, as the case may be, at such address as the Commission or the County or

the City may have last furnished the other in writing and until a different address shall be so furnished, by mailing the same as aforesaid, addressed, as the case may be, as follows:

Doug Ahrens, Chairman
Danville Public Building Commission,
Vermilion County
2 East South Street
Danville, Illinois 61832

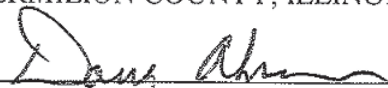
Cathy Jenkins, County Clerk
County Board, Vermilion County
6 North Vermilion Street
Danville, IL 61832

Lisa K. Monson, City Clerk
City of Danville, City Hall
17 West Main Street
Danville, IL 61832

F. 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 DANVILLE PUBLIC BUILDING COMMISSION, of Vermilion County, Illinois, by its Board of Commissioners, has caused the corporate seal of said Commission to be affixed hereto and this Lease to be signed in its name by its Chairman and to be attested by the Secretary of said Commission, and the COUNTY OF VERMILION, ILLINOIS, by authority of its County Board, and the CITY OF DANVILLE, VERMILION COUNTY, ILLINOIS, by authority of its Council, have caused the corporate seal of said respective bodies to be affixed hereto and the Lease to be signed in their respective names by the Chairman of the County Board and to be attested by the County Clerk and by the Mayor of the City of Danville, Vermilion County, Illinois, and his signature to be attested by the City Clerk, as of the day and year first above written, but actually executed on the dates of the respective acknowledgments attached hereto. This Lease has been executed in several counterparts, any one of which shall be considered as an original.

DANVILLE PUBLIC BUILDING COMMISSION
OF VERMILION COUNTY, ILLINOIS

By 
Chairman

ATTEST:

Secretary

COUNTY OF VERMILION, ILLINOIS

By

Chairman, County Board

ATTEST:

County Clerk, Vermilion
County, Illinois

CITY OF DANVILLE, VERMILION
COUNTY, ILLINOIS

By

Mayor, City of Danville,
Vermilion County, Illinois

ATTEST:

City Clerk

Reg. No. 2019-98

STATE OF ILLINOIS)

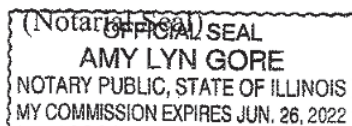
) SS.

COUNTY OF VERMILION)

I, the undersigned, a Notary Public in and for said County and State, DO HEREBY CERTIFY that LARRY BAUGHN and CATHY JENKINS personally known to me to be respectively the Chairman of the County Board of the County of Vermilion, Illinois, and the County 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 Vermilion, Illinois, and as County Clerk of said County, they signed and delivered the said instrument as their free and voluntary act, and as the free and voluntary act of the said County of Vermilion, Illinois, pursuant to the authority and direction of the County Board of said County, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this _____ day of October, 2019

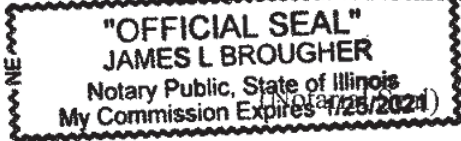
Notary Public



STATE OF ILLINOIS)
) SS.
COUNTY OF VERMILION)

I, the undersigned, a Notary Public in and for said County and State, DO HEREBY CERTIFY that DOUG AHRENS and HEATHER SMITH, personally known to me to be respectively the Chairman and the Secretary of the Danville Public Building Commission, Vermilion 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 Chairman and Secretary, they signed and delivered the said instrument and caused the seal of the Danville Public Building Commission, Vermilion County, Illinois, to be thereto affixed as their free and voluntary act, and as the free and voluntary act of the Danville Public Building Commission, Vermilion County, Illinois, pursuant to authority and direction of the Board of Commissioners of the Danville Public Building Commission, Vermilion County, Illinois, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this 21st day of October, 2019.



[Signature]
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF VERMILION)

I, the undersigned, a Notary Public in and for said County and State, DO HEREBY CERTIFY that RICKY WILLIAMS and LISA K. MONSON, personally known to me to be respectively the Mayor of the City of Danville, Vermilion County, Illinois, and the City Clerk of said City of Danville, Vermilion 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 Mayor of the City of Danville and as City Clerk of said City of Danville, they signed and delivered the said instrument as their free and voluntary act, and as the free and voluntary act of the said City of Danville, Vermilion County, Illinois, pursuant to the authority and direction of the Council of said City, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this 30th day of October, 2019



[Signature]
Notary Public

Danville Public Safety Building Expansion
County and City Space Allocation
Effective November 1, 2004

	City Square Footage	County Square Footage	Total Square Footage
Sub Level			
Emergency Operations	2,171	2,171	4,342
Pistol Range	1,197	1,197	2,394
Mechanical/Gen Circulation	2,369	2,369	4,738
Sub Level Totals	5,737	5,737	11,474
Lower Level			
Communications	629	629	1,258
Intake		4,394	4,394
Garage	2,093	2,093	4,186
Tunnel	3,023	3,023	6,046
Storage	210	210	420
Mechanical/Gen Circulation	1,886	1,886	3,772
Lower Level Totals	7,841	9,002	16,843
First Floor			
Police	6,954		6,954
Sheriff		2,912	2,912
Lobby	688	688	1,376
Records	991		991
Mechanical/Gen Circulation	1,119	1,119	2,238
First Floor Totals	9,752	4,719	14,471
Second Floor			
Police	5,046		5,046
Sheriff		4,610	4,610
Shared Spaces	1,727	1,727	3,454
Mechanical/Gen. Circulation	970	970	1,940
Second Floor Totals	7,743	7,307	15,050
Third Floor			
Jail		20,206	20,206
Mechanical/Gen. Circulation		1,737	1,737
Third Floor Totals		21,943	21,943
Fourth Floor			
Jail		21,516	21,516
Mechanical/Gen. Circulation		1,260	1,560
Fourth Floor Totals		22,776	22,776
Fourth Floor Mezz			
Jail		5,605	5,605
Mechanical/Gen. Circulation		352	352
Fourth Floor Mezz Totals		5,957	5,957
Public Safety Building Total	31,073	77,441	108,514
Service Building	1,820		1,820
SITE TOTAL	32,893 29.81%	77,441 70.19%	110,334 100%

EXHIBIT "A"