



OFFICE OF THE ADMINISTRATOR

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115 E Washington St, Room 401, Bloomington, IL 61701

November 22, 2019

MEMO

To: Chairman and Honorable Members of the Property Committee

From: Eric S Schmitt, Assistant County Administrator

Re: Amendment to Amended and Restated Lease between the County of McLean and the Public Building Commission

The County Board entered into an Amended and Restated Lease with the Public Building Commission on July 30, 2015 that put all County facilities under a single lease. This lease has a twenty-year term and provides for a maximum payment of rent in the amount of \$10,000,000 per year. The lease was structured this way to give the County maximum flexibility to levy for payment of debt service and operation and maintenance costs for the property. Each year we calculate the actual amount needed for these expenses and amend the lease to reduce the rental for that year to reflect this calculation.

The rental amount for 2020 has been determined to be \$6,325,438. This includes \$3,460,497 for debt service and \$2,864,941 for Operation and Maintenance. The Public Building Commission agenda for January 2020 will include the approval of this amendment.

AMENDMENT TO 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

AMENDMENT TO AMENDED AND RESTATED LEASE AGREEMENT

THIS AMENDMENT TO AMENDED AND RESTATED LEASE AGREEMENT dated December 17, 2019 (the "*Amendment*"), between the PUBLIC BUILDING COMMISSION OF MCLEAN COUNTY, 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, as Lessor, and the County and the City, as Lessees, have heretofore entered into an Amended and Restated Lease Agreement, made the 30th day of July, 2015 (as previously amended, the "*Original Lease*"), pursuant to which the Commission leases to the County and the City the Facilities and the Sites (each as described and defined in the Original Lease), including the Projects (as described and defined in the Original Lease); and

WHEREAS, the Commission, the County and the City desire to amend the Original Lease in order to reduce rental payments of the County and City; and

WHEREAS, notwithstanding such reduction, the rental payments of the County shall exceed, on an annual basis, the amount of rental payments for which the County and the City agreed to be joint and severally liable and the principal and interest requirements on the Commission's Public Building Revenue Bonds, Series 2015 (the "*2015 Bonds*"); and

WHEREAS, in order to provide the necessary revenues for the payment of bonds of the Commission heretofore issued or hereafter issued for the improvement of the Facilities and the Sites, including the Projects (as each term is defined in the Original Lease), including the 2015 Bonds, for all interest that may accrue on said bonds and for the costs of operations,

maintenance and administration, as provided in the Original Lease, it is necessary for the parties hereto to enter into this Amendment, amending the Original Lease 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. RENTAL PAYMENTS

Paragraph B of Section II of the Original Lease is amended to read as follows:

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 PER ORIGINAL LEASE	ADDITIONAL RENTAL PER THIS AMENDMENT	RENTAL PER REVISED LEASE
2016	\$10,000,000	\$(5,516,111)	\$ 4,483,889
2017	10,000,000	\$(4,196,715)	\$ 5,803,285
2018	10,000,000	\$(4,111,689)	\$ 5,888,311
2019	10,000,000	\$(3,981,264)	\$ 6,018,736
2020	10,000,000	\$(3,674,562)	\$6,325,438
2021	10,000,000	0	10,000,000
2022	10,000,000	0	10,000,000
2023	10,000,000	0	10,000,000
2024	10,000,000	0	10,000,000
2025	10,000,000	0	10,000,000
2026	10,000,000	0	10,000,000
2027	10,000,000	0	10,000,000
2028	10,000,000	0	10,000,000
2029	10,000,000	0	10,000,000
2030	10,000,000	0	10,000,000
2031	10,000,000	0	10,000,000
2032	10,000,000	0	10,000,000
2033	10,000,000	0	10,000,000
2034	10,000,000	0	10,000,000

Paragraph C of Section II of the Original Lease is amended to read as follows:

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 PER ORIGINAL LEASE	ADDITIONAL RENTAL PER THIS AMENDMENT	RENTAL PER REVISED LEASE
2016	\$1,135,284	\$(79,880)	\$ 1,055,404
2017	1,140,301	\$(73,983)	\$ 1,066,318
2018	1,147,095	\$(36,257)	\$ 1,110,838
2019	1,153,134	\$(94,074)	\$ 1,059,060
2020	1,153,442	\$(116,160)	\$1,037,282
2021	598,155	0	598,155
2022	464,590	0	464,590
2023	458,700	0	458,700
2024	465,205	0	465,205
2025	471,808	0	471,808
2026	478,510	0	478,510
2027	485,313	0	485,313
2028	492,218	0	492,218
2029	499,226	0	499,226
2030	506,339	0	506,339
2031	513,559	0	513,559
2032	520,888	0	520,888
2033	528,326	0	528,326
2034	535,876	0	535,876

SECTION II. MISCELLANEOUS

A. 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.

B. This Amendment has been executed in several counterparts, any of which shall be considered as an original.

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