



**Property Committee Agenda**  
**Room 400, Government Center**  
**June 4, 2015**  
**4:45 p.m.**

1. Roll Call
2. Chairman's Approval of Minutes – May 7, 2015
3. Appearance by Members of the Public
4. Departmental Matters:
  - A. Mr. Mike Steffa, Director, Parks and Recreation
    - 1) Items to be Presented for Action
      - a) Request approval of a 2 year lease agreement with Martin-Sullivan Implement Company for a single tractor/end loader. 1-6
    - 2) Items to be Presented for Information
      - a) General Report 7
      - b) Other
  - B. Bill Wasson, County Administrator
    - 1) Items to be Presented for Action
      - a) Request approval of a Resolution of the McLean County Board in Support of "Tiger 2015" Discretionary Grant from the U.S. Department of Transportation (US DOT) for Bloomington Normal Public Transit System 8
      - b) Request for Approval of a Request to the Town of Normal for approving a site located within the Town of Normal, McLean County, Illinois to be acquired, altered and improved by the Public Building Commission of McLean County, McLean County, Illinois for new healthcare facility and leased by said Commission to the County of McLean, Illinois 9-15
    - 2) Items to be Presented for Information:
      - a) General Report
      - b) Other
5. Other Business and Communications
6. Recommend Payment of Bills and Transfers, if any, to County Board
7. Adjournment



**DEPARTMENT OF PARKS AND RECREATION**  
(309)726-2022 FAX (309)726-2025 www.mcleancountyil.gov  
13001 Recreation Area Dr. Hudson, IL 61748-7594

**TO: Honorable Chairman and Members, Property Committee**

**FROM: Michael J. Steffa, Director of Parks and Recreation**

**DATE: 05/26/2015**

**RE: Tractor/Loader Lease**

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The Department of Parks and Recreation recently solicited lease proposals from tractor dealers for a 2 year lease, minimum 400 hours per year, and an 85 PTO HP mechanical front wheel drive tractor with a minimum 3800 lbs. lift capacity loader for one unit. The most recent quotations received for loader lease are as follows:

**Annual Lease Cost**

<b>Martin-Sullivan Implement Co.</b>	<b>\$4,950.00 &amp; \$10.00 for ea. hr. over 400</b>
Cross Implement Inc	\$5,000.00 & \$10.00 for ea. hr. over 400
Central Illinois Ag.	Declined to submit proposal
Birkey's Farm Store	Declined to submit proposal
Stoller International, Inc.	Declined to submit proposal
Midwest Equipment	Declined to submit proposal
Nord Power Equipment	Declined to submit proposal

All tractors included in proposals met specifications.

I would like to recommend the approval of a 2 year lease agreement with **Martin-Sullivan Implement Company** in Lexington, Illinois for a single tractor/end loader at \$4,950.00 annually for a 2 year lease period. This unit has a quick release loader attachment system which allows for multiple-use.

In the 2 year lease agreement, the vendor is required to replace the unit with a new unit at the end of the first year of lease. The two year agreement will guarantee budget stability for the next 2 years and reward the vendor for providing a competitive proposal.



# JOHN DEERE RENTAL AGREEMENT

Rental #

03472739

Original

Name	LESSEE MCLEAN COUNTY PARKS AND RECREATION	DATE	May 26, 2015	RENTAL TERM	BEGINS	Jul 01, 2015	ENDS
Street or RFD	13001 RECREATION AREA DR	Purchaser Acct No		Customer P.O. NO.	ACCOUNT NO.	065799	Government Bid No.
City, ST Zip Code	HUDSON, IL 61748	LESSOR NAME AND ADDRESS JONES KEN, MARTIN SULLIVAN, INC.					
Telephone Number	309-726-2022	902 N. ORANGE					
Contact		LEXINGTON, IL 61753					
Percentage of Rental Payments Applied to				= Estimated Rental Charge (Rental Rate x Estimated Rental Period)		\$ 4,950.00	
Purchase Option: <u>0.00</u> %				+ Itemized Fees		\$ 0.00	
Security Deposit : \$ <u>0.00</u>				+ Taxes		\$ 0.00	
Maximum Hours No More Than : Per Day				+ Service Charge		\$ 0.00	
Maximum Hours No More Than : Per Week				+ Additional Charges		\$ 0.00	
Maximum Hours No More Than : Per Month				= Additional Charges Subtotal		\$ 0.00	
				<b>Total Rental Charge</b>		<b>\$ 4,950.00</b>	

### Notes

RENTAL ON OPEN STATION TRACTOR & H260 LOADER WILL BE \$4950. LIKE TRACTOR W/ DELUXE CAB & H260 LOADER \$5950. THIS FOR UP TO 400 HRS/YR.- \$10./HR FOR HOURS OVER 400

EQUIPMENT WILL BE USED AT: (Name)		(Address)		Lessee will not remove the Equipment from this Location without written permission from Lessor.	
MCLEAN COUNTY PA		13001 RECREATION AREA			
(City)	State/Province	(ZIP Code)	County	(Phone Number)	
HUDSON	IL	61748	MCLEAN	309-726-2022	

Doc Ref No.	Qty	Model	Size & Description of Equipment (Give Product Identification No.)	Hour Meter Reading	Min. Rental Guaranteed By Lessee	Present Value	%
	1	5100E TRACTOR	JOHN DEERE (MAY2015 - FT4) 5100E Utility Tractor (65 PTO hp) <b>Stock #</b> ( )			\$ 53,186 00	0.00
			<b>Rental Rate Per</b> Month 412.50 <b>Est. Rental Period</b> 12.00				
	1	H260 FARM LOADER	JOHN DEERE H260 Standard Loader <b>Stock #</b> ( )			\$ 9,185 00	0.00
			<b>Rental Rate Per</b> Hour 0.00 <b>Est. Rental Period</b> 0.00				
Primary Insurance Name and Address							
Secondary Insurance Name and Address						\$ 62,371 00	TOTAL PRESENT VALUE
Insurance Loss Payee Name and Address							
PURCHASER TYPE		MARKET USE					
4 Use County		87 Parks and Cemeteries					

LESSEE (Customer) <i>Michael J. Stoffa for McLean</i>	LESSOR (Dealer) <i>Martin Sullivan</i>
<i>County Dept. of Parks &amp; Recreation</i>	BY <i>Ken Jones</i>
THIS RENTAL AGREEMENT IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET OUT ON THE FOLLOWING PAGES HEREOF, ALL OF WHICH ARE HEREBY MADE A PART OF THIS RENTAL AGREEMENT.	

*Certificate of Insurance*

Customer's Initials  
Date


# RENTAL AGREEMENT

**1. General.** The above-named Lessor hereby leases to the above named Lessee the equipment listed herein ("Equipment") for the term and with the rental payments set out above. Rental payments shall be made to Lessor at the address shown above or to such other person and address as Lessor may direct from time to time. Lessee will pay the cost of transporting the Equipment from Lessor's place of business and returning it thereto. Such transportation shall take place during the term hereof. Lessee agrees to remit to Lessor the rental payments and all other amounts when due and payable, even if Lessor does not send Lessee a bill or an invoice. Lessee agrees that any amount due under this Rental Agreement, may, if specified above, at the option of the Lessor, be submitted by Lessor as a charge authorized by Lessee to the PowerPlan or Farm Plan account of Lessee, and Lessee agrees that the terms of that account shall thereafter apply to any accepted charges. For any payment which is not received by its due date, Lessee agrees to pay a late charge equal to 5% of the past due amount (not to exceed the maximum amount permitted by law) as reasonable collection costs, plus interest from the due date until paid at a rate of 1.5% per month, but in no event more than the maximum lawful rate. Restrictive endorsements on checks Lessee sends to Lessor will not change or reduce Lessee's obligations to Lessor. If a payment is returned to Lessor by the bank for any reason, Lessee agrees to pay Lessor a fee of \$25.00, or the maximum amount permitted by law, whichever is less. Rental payments and other payments may be applied, at Lessor's discretion, to any obligation Lessee may have to Lessor or its assignee or any affiliate of Lessor or its assignee. If the total of all payments made during the rental term exceeds the total of all amounts due under the Rental Agreement by less than \$25, Lessor may retain such excess. Rental terms and conditions from all invoices, monthly statements, or other agreements between Lessor and Lessee are hereby incorporated into this Rental Agreement. **LESSEE'S PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL, AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER.**

**2. Security Deposit.** Any Security Deposit will be held by Lessor in a non-interest bearing account, commingled with other funds. Lessor may apply the Security Deposit to any amounts due under the Rental Agreement and, if Lessor does so, Lessee agrees to promptly remit to Lessor the amount necessary to restore the Security Deposit to the original amount. The Security Deposit will be returned to Lessee within thirty days of termination of the Rental Agreement and final inspection by Lessor, provided Lessee is not in default.

**3. Equipment Use. LESSOR HAS NOT MADE, AND DOES NOT MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE.** Lessor is the owner of the Equipment and the Lessee has only the right to use the Equipment under the terms of this Rental Agreement. You agree to **USE THE EQUIPMENT ONLY FOR AGRICULTURAL, BUSINESS OR COMMERCIAL PURPOSES AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.** It is contemplated that the Equipment will be operated for not more than the Maximum Hours specified above, and Lessee agrees to pay additional rental prorated at the applicable daily, weekly or monthly rate for each hour the Equipment is used in excess of the Maximum Hours. The additional rent for excess hours shall be paid at the time the Equipment is returned or, if the Equipment is rented for more than thirty days, on the first day of the month following such use. If there is an hour meter furnished, Lessee agrees to keep it connected to the Equipment and in good working condition at all times and it is to be used as the conclusive basis of the number of hours or operation. Lessee agrees to affix and maintain, in a prominent place on the Equipment, any labels, plates or other markings Lessor may provide. Lessee agrees to pay \$ \_\_\_ if the hour meter is damaged or rendered inoperative during the term of this Rental Agreement. Lessee shall indemnify Lessor against all loss or damage to the Equipment while it is out of Lessor's possession. Damage to the Equipment, shall not abate or excuse the making of prescribed rental payments.

Lessee agrees to use and care for the Equipment in a careful and prudent manner, to pay all operation and maintenance expenses while the Equipment is out of the possession of Lessor, and to make, at Lessee's sole expense, any and all repairs. Lessee agrees (a) to not move the Equipment to another county or state without notifying Lessor within 30 days; (b) to operate and maintain the Equipment in accordance with all (1) laws, ordinances and regulations, (2) manuals and other instructions issued by the manufacturer(s) and supplier(s), and (3) insurance policy terms and requirements; (c) to perform (at Lessee's expense) all maintenance and repairs necessary to keep the Equipment in as good a condition as when delivered to Lessee, reasonable wear excepted; (d) to not install any accessory or device on the Equipment, unless it can be removed without damaging the Equipment or in any way affecting the value, useful life, or originally intended use of the Equipment; (e) to not represent the Equipment as owned by Lessee or to pledge the Equipment as collateral to any lender or other party; (f) to load, unload, transport, and secure for transport, in accordance with all laws; (g) to acquire or purchase all proper permits in compliance with all federal and state traffic law. Upon any expiration or termination of this Rental Agreement, all Equipment shall be returned by Lessee at Lessee's sole expense and in satisfactory condition, along with all use, maintenance and repair records. Equipment is in satisfactory condition if it is in as good a condition as when the Equipment was delivered to Lessee, reasonable wear excepted, and conforms to any maintenance standards incorporated into the Rental Agreement. If, upon its return to Lessor, the Equipment is not in such good condition, Lessor may repair it and Lessee will pay the cost of any such repairs at Lessor's regular shop rates. If Lessee fails to return the Equipment promptly upon any expiration or termination of this Rental Agreement, additional rent shall be payable by Lessee for each day the Lessee remains in possession of the Equipment, in an amount prorated a one and one-half times the normal rental payment amount. Lessee agrees to keep the Equipment free and clear of liens and encumbrances, except those in Lessor's favor, and promptly notify Lessor if a lien or encumbrance is placed or threatened against the Equipment. The Equipment may be equipped with telematics hardware and software ("Telematics") that transmit data to Lessor, John Deere, or other John Deere dealers. Lessee agrees that Lessor, John Deere and other John Deere dealers (their affiliates, successors and assigns), without further notice to Lessee have the right to: (i) access, use, collect and disclose any data generated by, collected by, or stored in, the Equipment or any hardware or devices interfacing with the Equipment ("Machine Data"); (ii) access Machine Data directly through data reporting devices integrated within, or attached to, the Equipment, including Telematics ("Data Reporting Systems"); and (iii) update the Data Reporting Systems software from time to time. Machine Data may be transferred out of the country where it is generated, including to the U.S.A. In the event that the Machine Data includes Lessee's personal information, Lessee hereby consents to the collection, use and disclosure of such personal information, to permit Lessor, John Deere and other John Deere dealers to access and use the Machine Data as set forth herein. Lessee warrants that it has obtained any necessary consent from its employees or any other third parties, including with respect to the transfer of Machine Data to other jurisdictions, to comply with any applicable privacy laws or contractual agreements with such employees or third parties and to permit Lessor, John Deere and other John Deere dealers to access and use the Machine Data as set forth herein. Lessee shall not use the Data Reporting Systems to track the location of any person unless Lessee has first obtained any necessary approvals from such person to permit Lessee, Lessor, John Deere and other John Deere dealers to track such location. Lessee shall not remove, modify or disable any Data Reporting Systems without Lessor's prior written consent.

Customer's Initials   
 Date \_\_\_\_\_

## RENTAL AGREEMENT

**4. Risk of Loss.** Lessee unconditionally assumes all risk and liability for, all damages for injuries or death to person and property arising out of or related (whether directly or indirectly) to the use, rental, possession or transportation of the Equipment including any claims Lessor was negligent, failed to warn Lessee of any risks or dangers associated with use, possession or transportation of the Equipment, failed to assist Lessee load, unload, transport or inspect the Equipment before, during or after the Term of Lease. Lessee's obligation to insure the Equipment continues until Lessee returns the Equipment to Lessor and Lessor accepts it. Neither Lessor, its assigns, the wholesale distributor nor the Manufacturer shall be liable for any special, incidental, consequential or punitive damages which may result from any failure or use of the Equipment or for breach of this Agreement. Until the Equipment is returned to Lessor in satisfactory condition, Lessee is responsible for all risk of loss and damage, loss, theft, destruction or seizure of the Equipment. Lessee must promptly notify Lessor of any such event. In the event of any loss or damage to the Equipment, Lessee agrees to promptly repair or replace the Equipment to Lessor's satisfaction, at Lessee's sole cost, and the terms of the Rental Agreement will continue to apply throughout the Rental Agreement term.

**5. Purchase Option.** Upon expiration of the term of the Rental Agreement or at any time during such term, and provided Lessee is not in default, Lessee may elect to purchase the Equipment for the "Total Present Value" shown above (plus applicable taxes, including estimated property taxes) and may apply to such purchase price the percentage specified above of all rentals therefore paid. Such election shall be evidenced by execution of a purchase order form supplied by Lessor, together with payment of the remainder of the purchase price in cash or settlement for the Equipment in some other manner agreed to in writing by the parties. Lessor has not made and does not warrant, represent, or otherwise make any promises related to financing the purchase price of the Equipment. Lessee is solely responsible for securing the purchase price of the Equipment. Upon receipt of the remainder of the purchase price, we will transfer to you all of our right, title and interest in the purchased equipment AS-IS, WHEREIS, WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER. The terms of the Rental Agreement continue prior to any final transfer of Lessor's right, title and interest in the purchased Equipment including Lessee's agreement to make timely rental payments.

**6. Indemnification.** Lessee shall be solely responsible for all losses, damages, injuries, death, suits, actions, claims, attorneys' fees and costs, ("Claims"), incurred or asserted by any person, in any manner related to the Equipment or the use, rental, possession or transportation thereof including any Claims Lessor was negligent. Lessee agrees to protect, defend and indemnify and hold Lessor harmless, from and against all Claims of any kind or nature whatsoever, although Lessor reserves the right to control the defense and to select or approve defense counsel. Lessee will promptly notify Lessor of all Claims made. Lessee's liability under this Section is not limited to the amounts of insurance required under this Rental Agreement. This indemnity commences upon the Rental Term Begins on Date of this Rental Agreement and continues beyond the termination of this Rental Agreement, for acts or omissions, which occurred during the Rental Agreement term. Lessee waives all rights and remedies conferred upon a lessee under Article 2A of the Uniform Commercial Code.

**7. Addition of Accessories:** Lessee will not, without the express written consent of Lessor, install any accessories or devices on the Equipment if such installation will impair the originally intended function or use of the Equipment. All accessories or devices affixed to the Equipment shall automatically become the property of Lessor unless such accessory device can be removed without in any way (a) diminishing the value of the Equipment, or (b) affecting the originally intended function or use of the Equipment. Any damage to the Equipment caused by the removal of such accessories or devices shall be promptly repaired at Lessee's sole expense to the satisfaction of the Lessor.

**8. Compliance with Regulations:** Lessee shall comply with and conform to all laws and regulations relating to ownership, possession, use, transportation and maintenance of the Equipment. If applicable law requires tax returns or reports to be filed by Lessee, Lessee agrees to promptly file such tax returns and reports and deliver copies to Lessor. Lessee agrees to keep and make available to Lessor all tax returns and reports for taxes paid by Lessee. If applicable, Lessee shall include the Equipment in its rental fleet for emissions reporting purposes and shall accurately prepare and file all such reports in a timely manner.

**9. Inspection:** Lessee shall, whenever requested, advise Lessor of the exact location of the Equipment. Lessor and its representatives may, for the purpose of inspection, at all reasonable times, enter upon any job, building or place where the Equipment is located.

**10. Assignment:** Lessor may, without notice to Lessee, assign this Rental Agreement and all of Lessor's rights in and to the Equipment and all rents due or to become due to Lessor hereunder. Lessee's obligation to pay rent under this Rental Agreement shall not as to any such assignee be subject to any diminution arising out of any breach of any obligation hereunder or other liability of Lessor to Lessee. Lessee may not assign this Rental Agreement, sub-lease or allow anyone other than Lessee's employees to use the Equipment. Lessee agrees not to assert against Lessor's assignee any claims, offsets or defenses which Lessee may have against Lessor.

**11. Default:** If (a) Lessee shall (1) fail to make rental, service, or other payment when due, (2) attempt to sell or encumber the equipment, (3) cease operating, (4) institute or have instituted against him proceedings under any bankruptcy or insolvency law, (5) make an assignment for the benefit of creditors, (6) fail to comply with any other provisions of this Rental Agreement, (7) merge with or consolidate into another entity; (8) sell substantially all its assets; (9) dissolve or terminate its existence; (10) use the Equipment in a manner Lessor deems is improper or unreasonable; or (11) Lessee (if an individual) dies, or if, (b) any attachment, execution, writ of process is levied against the Equipment or any of Lessee's property, or if (c) a default occurs under any other agreement between Lessee (or any of Lessee's affiliates) and Lessor (or any of Lessor's affiliates); or if (d) for any reason Lessor deems itself insecure or the Equipment unsafe; or if (e) Lessor, in its opinion, deems Lessee's financial condition unsatisfactory Lessor may determine that Lessee is in default (An "Event of Default").



# RENTAL AGREEMENT

**12. Remedies:** Upon the occurrence of an Event of Default, Lessee shall (a) deliver the Equipment to Lessor on demand and Lessor may enter upon any job, building or place where the Equipment is located and take possession thereof without notice to Lessee, and this Rental Agreement shall thereupon terminate and be forfeited at the option of Lessor (b) AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, pay the sum of (i) all rent and other amounts then due and payable to Lessor; plus (ii) the present value of all remaining rent payments and other amounts, discounted at the rate implicit in this Rental Agreement, (c) pay damages for any injury to the Equipment, legal expenses (including, without limitation, court costs and attorney's fees), the cost of any repossession and/or removal of the Equipment from the possession of Lessee, and all freight, storage, transportation and other charges incurred in such removal and return to Lessor at its place of business. Upon the occurrence of an Event of Default, Lessor may also exercise any other remedy available at law or in equity. These remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately at any time. No delay in, or failure to, exercise or enforce any right or remedy hereunder, whether in whole or in part, shall serve to waive, compromise, impair or diminish any such rights or remedies.

**13. Construction:** This is an agreement for Equipment rental only and nothing herein shall be construed as conveying to Lessee any right, title or interest in or to any item of Equipment rented hereunder except as a Lessee. This Rental Agreement supersedes and replaces all prior understandings and communications (oral or written) concerning the subject matter thereof. In the event of an ambiguity in or dispute regarding the interpretation of this Rental Agreement, interpretation shall not be resolved by any rule providing for interpretation against the party who causes the uncertainty to exist or against the drafting party. If a court finds any part of this Rental Agreement to be invalid or unenforceable, the remainder of this Rental Agreement will remain in effect. Lessee permits Lessor to monitor and record telephone conversations between Lessee and Lessor.

**14. Guaranteed Rental – Return of Equipment:** Provided the guaranteed rental shown on the reverse side is or has been paid Lessee may return the Equipment and terminate this Rental Agreement on three days' notice to Lessor. In the event such termination occurs prior to the expiration of the rental Agreement term, Lessee agrees to (a) promptly deliver the Equipment to Lessor at the time and place Lessor chooses; and (b) pay to Lessor the remainder of all rental payments for the Minimum Rental period Guaranteed by Lessee, which will all be immediately due and payable. If this Rental Agreement is terminated for any reason and Lessee does not return the Equipment to Lessor, Lessee agrees to remit to Lessor, until such time as the Equipment is returned to Lessor in accordance with the provisions of this Section, additional lease payments each month equal the Rental Rate, or its monthly equivalent.

**15. Replacement:** Lessor may, at Lessor's option, replace the Equipment with a similar machine at any time during the rental term. Lessor will notify Lessee if Lessor intends to exercise this option, and Lessee will have three (3) business days following such notice in which to exercise the purchase option provided in this Lease or return the Equipment to Lessor. Upon return of the Equipment to Lessor, the rental term hereunder shall terminate, and the parties will enter into a new original Rental Agreement covering the replacement machine. Such new Rental Agreement shall extend, at a minimum, for the remainder of this Rental Agreement's rental term and shall have a rental rate no greater than the rate for rental of the Equipment hereunder.

**16. Lessee Representations and Warranties:** Lessee represents, warrants and covenants to Lessor so long as this Rental Agreement is in effect, that: (a) execution, delivery and performance by you of this Rental Agreement does not and will not (1) violate any applicable law; (2) breach any order of court or other governmental agency, or of any undertaking Lessee is a party to or by which Lessee is bound; (b) Lessee will comply with all applicable laws, ordinances and regulations; (c) Lessee will not take any action, including filing any tax or other report, that is inconsistent with Lessor's ownership of the Equipment; (d) all information Lessee has given to Lessor is true, accurate and complete; (e) since the date of the most recent financial information given to Lessor, no material adverse change in Lessee's business, assets, or prospects has occurred. Lessee will promptly deliver to Lessor such financial statements, reports and other information as Lessor may request; (f) Lessee is and will remain duly organized, validly existing and in good standing under the laws of Lessee's jurisdiction of organization; (g) Lessee is qualified to do business under the laws of all other jurisdictions where qualification is required or advisable; (h) the execution, delivery and performance by Lessee of the Rental Agreement will not breach any provision of Lessee's organizational documents or legal authority. Lessee acknowledges and agrees, that (1) the Equipment was selected by Lessee; (2) the Equipment (including all manufacturer manuals and instructions) has been delivered to, and examined by, Lessee (3) the safe operation and the proper servicing of the Equipment were explained to Lessee (4) Lessee received the written warranty applicable to the Equipment and understands that the written warranty is not a part of this Rental Agreement.

**17. General:** Time is of the essence of this Rental Agreement. **LESSOR AND LESSEE EACH IRREVOCABLY WAIVE ANY RIGHT EITHER OF THEM MAY HAVE TO A JURY TRIAL.** Lessor's failure at anytime to require strict performance by Lessee of any of the provisions of this Rental Agreement shall not waive or diminish Lessor's right thereafter to demands strict compliance there with or with any provision. Waiver of any default shall not waive any other default. Any alteration or modification of this Rental Agreement shall be in writing and signed by the parties hereto. Lessee acknowledges receipt of a signed copy hereof. Lessee irrevocably authorizes Lessor, at any time, to (a) insert or correct information on this Rental Agreement, including Lessee's correct legal name, serial numbers and Equipment descriptions; (b) submit notices and proofs of loss for any required insurance; and (c) endorse Lessee's name on remittances for insurance and Equipment sale or rental proceeds.

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### ASSIGNMENT

TO: JOHN DEERE  
For value received I hereby assign, sell and transfer all my right, title and interest under the above Rental Agreement to you, your successors and assign, subject to all the terms of the applicable John Deere Rental Sale Program which are hereby incorporated in and made a part of hereof, I agree to collect rentals coming due under the Rental Agreement and account for the pay over the same as provided in such Used Equipment Rental Program.

"John Deere" means the John Deere Company, a division of Deere & Company or John Deere Construction & Forestry Company with whom the leasing dealer has executed an Authorized Dealer Agreement.

DATE:  
DEALER: *Martin Sullivan*  
SIGNED BY: *Ken Jones*

Customer's Initials *mb*  
Date \_\_\_\_\_

## RENTAL TERMS and CONDITIONS

<b>RATES</b>	Rates are based on \$/engine HP + additional options which add value to the base machine's operation. 200 hour minimum rental period and 2 month maximum rental period unless agreed upon prior to the rental start date.
<b>SELLING EQUIPMENT</b>	All rental equipment is available for sale. If the rented equipment is sold, a comparable model will be exchanged (if available) to continue the rental at time of pick-up of the sold equipment. Pro-rated rental payment will be refunded, if equipment exchange is not available.
<b>TERMS</b>	1/2 rental payment is due upon delivery of the unit with the remaining amount (including overages) due upon return. 80% of the total rental charge will be applied towards the purchase of the rental within 30 days of the rental end date.
<b>HAULING</b>	The renter pays hauling costs to and from the farm or job site, if applicable.
<b>INSURANCE</b>	The renter must provide <b>Martin Sullivan, Inc.</b> with a certificate of insurance covering comprehensive fire and theft and general liability on rented equipment. <b>Martin Sullivan, Inc.</b> is to be named <u>loss payee</u> and <u>additional insured</u> .
<b>INDEMNIFICATION RISK OF LOSS</b>	<b>RENTER</b> agrees to indemnify, defend and hold harmless <b>Martin Sullivan, Inc.</b> , its employees, its clients and its affiliates from all liabilities, losses, damages, demands, claims, suits, costs and expenses including reasonable legal fees and other expenses of litigation in any way arising out of or related to this rental. <b>RENTER'S</b> violation of law or regulation and/or <b>RENTER'S</b> negligence or other fault, or that of its agents, or employees, or subcontractors, except for that portion of any losses which are solely attributable to the negligence or willful misconduct of <b>Martin Sullivan, Inc.</b> This indemnity specifically covers any claims asserted by <b>RENTER'S</b> employees for personal injury or other loss.
<b>SERVICING</b>	<b>RENTER</b> is responsible for servicing rental equipment according to the manufacturer's service recommendations. Daily lubrication of grease zirks, daily checks of oil and coolant levels, oil and filter changes, checks for leaks and inspection of the machine for abnormal conditions are required.
<b>CLEANING / DETAILING</b>	<b>RENTER</b> agrees to wash outside of the machine and detail mud, dirt, grease, and grime from the cab interior prior to returning from rental. If equipment has not been cleaned/detailed, customer will be billed \$200 reconditioning fee by the Martin Sullivan service department.
<b>FUEL</b>	<b>RENTER</b> is responsible for returning the unit with a comparable amount of fuel it was rented with as determined by the fuel guage. Any fuel shortage will be charged at \$5/gallon to return to the required level.
<b>DAMAGE</b>	<b>RENTER</b> is responsible for the rental equipment, and will be charged for damage due to abuse, neglect, collision, upset and/or wear from use in extreme conditions.
<b>REPAIRS</b>	<b>Martin Sullivan, Inc.</b> is responsible for all repairs required as a result of normal wear and use, as defined by <b>Martin Sullivan, Inc.</b>

<i>Michael J. Steff</i> Customer Signature	<u>5/26/15</u> Date
<i>Martin Sullivan by Ken Jones</i> MS, Inc. Signature	<u>5/26/15</u> Date

<b>Internal Rental Notes</b>				
<table border="1" style="border-collapse: collapse;"> <tr> <td style="width: 50%; height: 20px;"></td> <td style="width: 50%; height: 20px;"></td> </tr> <tr> <td style="text-align: center; font-size: small;">Initial</td> <td style="text-align: center; font-size: small;">Date</td> </tr> </table>			Initial	Date
Initial	Date			



**TO: Honorable Chairman and Members, Property Committee**

**FROM:** Michael J. Steffa, Director of Parks and Recreation

**DATE:** 05/26/15

**RE:** General Report

**Parks Facility Usage – YTD as of 05/26/15**

<b><u>Camping Nights</u></b>	<b><u>2015</u></b>	<b><u>2014</u></b>	<b><u>2013</u></b>	<b><u>2012</u></b>	<b><u>2011</u></b>	<b><u>2010</u></b>	<b><u>2009</u></b>	<b><u>2008</u></b>
	<b>2115</b>	1809	1312	2075	1776	1959	1782	1670

**Watercraft Registration**

Annual Resident	<b>468</b>	475	441	565	433	485	365	348
Annual Non-Resident	<b>617</b>	694	678	879	622	584	448	405
Daily Resident	<b>13</b>	15	12	22	18	23	17	8
Daily Non-Resident	<b>55</b>	91	62	138	141	120	78	73

**Shelter Reservations**

	<b>39</b>	30	26	29	27	34	32	46
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**Additional Departmental Activities:**

Presented two (2) Park Programs to local schools: Lexington Grade School (6th Grade) and Hudson Grade School (5th Grade)

Assisted with Fish Netting Survey w/IDNR – Fish Populations Very Healthy (Muskie & Saugeye).

Two (2) Scientific Research Permits Issued – Both to the ISU Biology Department

Hosted Illinois High School Association (IHSA) Bass Fishing Sectional

Hosted Normal Community High School Senior Day – Approx. 400 students

Hosted Normal West High School Senior Day- Approx. 350 students

Hosted Bloomington High School Senior Day – Approx. 300 students

Paddling at the Park Kayak Program – 12 participants

Mackinaw River Canoe Trip – Postponed until 5/30/15

Hosted 8 fishing tournaments in May

Participated in the McLean County Soil & Water Conservation District’s Conservation Day at the Interstate Center Expo Building – 400 Third Grade Students from surrounding schools (April 25th).



RESOLUTION OF THE McLEAN COUNTY BOARD  
in Support of "TIGER 2015" Discretionary Grant from the U.S.  
Department of Transportation (US DOT) for  
Bloomington-Normal Public Transit System

Whereas, Bloomington-Normal Public Transit System has been examining the possibility of improving transit transfer service along the Front Street Transfer location adjoining the McLean County Law & Justice Center and County Government downtown Bloomington complex; and

Whereas, the USDOT has announced the availability of funding for this year's Transportation Investment Generating Economic Recovery (TIGER) discretionary grant Program; and

Whereas, the McLean County Board is planning an expansion of its downtown Bloomington facilities to increase adequacy of public services and finds it desirous to partner with Connect Transit in developing a new Transit transfer site, adjacent to its current location, and

Whereas, this year's TIGER grants will be awarded for investments in road, rail, transit, and port projects that promise to achieve critical national objectives and grants will be awarded on a competitive basis and Bloomington-Normal Public Transit System intends to submit an applications for a TIGER grant for a downtown Bloomington Transit Transfer station.

Be It Resolved, that the McLean County Board supports the Bloomington-Normal Public Transit System's application for a \$15,000,000 grant to perform design, engineering, and construction to provide a dedicated transit solution to Bloomington's central business district and will work jointly with the Bloomington-Normal Public Transit system to integrate development of this facility with County facilities improvements and expansion currently being planned at its downtown Bloomington complex; and

Be It further resolved that the collaboration and cooperation between McLean County and Bloomington-Normal Public Transit system will provide ladders of opportunity for community members by emphasizing multi-modal connections to the area's employers, social services, education, and entertainment options.

**ADOPTED** by the McLean County Board this 16<sup>th</sup> day of June, 2015.

ATTEST:

APPROVED:

\_\_\_\_\_  
Kathy Michael, Clerk of the County Board  
Board, McLean County, Illinois

\_\_\_\_\_  
Matt Sorensen, Chairman  
McLean County Board



**Facilities Management**

104 W. Front Street, P.O. Box 2400

Bloomington, Illinois 61702-2400

(309) 888-5192 voice

(309) 888-4120 FAX [jack.moody@mcleancountyil.gov](mailto:jack.moody@mcleancountyil.gov)

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To: The Honorable Chairman and Members of the Property Committee  
Mr. Bill Wasson, County Administrator

From: Jack E. Moody, CFM  
Director, Facilities Management

Date: May 28, 2015

Subj: **Request Approval of a Request to the Town of Normal for approving a site located within the Town of Normal , McLean County, Illinois to be acquired, altered and improved by the Public Building Commission of McLean County, McLean County, Illinois for a new healthcare facility and leased by said Commission to the County of McLean , Illinois.**

The County entered into a Memorandum of Understanding with Chestnut Health Care for the construction of a Federally Qualified Health Center (FQHC) on County owned property located at the Fairview Park Campus of County facilities several months ago. The County has subsequently engaged the services of the Farnsworth Group, Inc. to develop a site plan and design the facility and this site plan is underway..

Pursuant to statute, the Normal Town Council is required to adopt a resolution approving the site for the Public Building Commission to construct such facility. Attached, please find a the fore mentioned document. We respectfully request approval of a request to the Town of Normal, Illinois to approve a site location for this Public Building Commission facility.

MINUTES of a \_\_\_\_\_ public meeting of the Town Council of the Town of Normal, McLean County, Illinois, held at the City Hall, 4th Floor, 11 Uptown Circle, in said Town at \_\_\_\_ o'clock P.M., on the \_\_\_\_ day of \_\_\_\_\_, 2015.

\* \* \*

The meeting was called to order by the Mayor, and upon the roll being called, \_\_\_\_\_, the Mayor, and the following Councilmembers at said location answered present: \_\_\_\_\_

The following Councilmembers were allowed by a majority of the members of the Town Council in accordance with and to the extent allowed by rules adopted by the Town Council to attend the meeting by video or audio conference: \_\_\_\_\_

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

The following Councilmembers 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 Town Council was the consideration of a resolution approving a site located in the Town to be acquired, altered and improved by the Public Building Commission of McLean County, McLean County, Illinois, for a new healthcare facility and leased by the Commission to The County of McLean, Illinois.

After a full and complete discussion thereof, Councilmember \_\_\_\_\_ presented and Councilmember \_\_\_\_\_ read by title a resolution as follows:

RESOLUTION approving a site located in the Town of Normal, McLean County, Illinois, to be acquired, altered and improved by the Public Building Commission of McLean County, McLean County, Illinois, for a new healthcare facility and leased by said Commission to The County of McLean, Illinois.

\* \* \*

WHEREAS, the 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 in The County of McLean, Illinois (the "*County*"); and

WHEREAS, the Commission has heretofore selected an area (the "*Site*") lying wholly within the Town of Normal, McLean County, Illinois (the "*Town*") to be acquired, altered and improved by the Commission for a new healthcare facility (the "*Project*") and leased by the Commission to the County; and

WHEREAS, the Site is more particularly described in *Exhibit A* attached hereto and made a part hereof; and

WHEREAS, pursuant to Section 14 of the Act, the Site is subject to approval by 3/4 of the members of the Town Council of the Town (the "*Town Council*"); and

WHEREAS, the Town Council hereby determines that it is necessary and in the best interests of the Town that the Site be approved pursuant to said Section 14 of the Act:

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

*Section 1. Incorporation of Preambles.* The Town Council hereby finds that all of the recitals contained in the preambles to this Resolution are full, true and correct and does incorporate them into this Resolution by this reference.

*Section 2. Approval of Site.* Pursuant to Section 14 of the Act, the Town Council hereby approves the selection by the Commission of the Site as the location to be acquired, altered and improved by the Commission for the Project and leased by the Commission to the County.

*Section 3. Repealer and Effective Date.* All resolutions or parts thereof in conflict herewith be and the same are hereby repealed and this Resolution shall be in full force and effect forthwith upon its adoption.

Adopted \_\_\_\_\_, 2015.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Town Clerk

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**EXHIBIT A**  
**DESCRIPTION OF THE SITE**

Councilmember \_\_\_\_\_ moved and Councilmember \_\_\_\_\_ seconded the motion that said resolution as presented and read by title by the Town Clerk be adopted.

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

Upon the roll being called, the following Councilmembers voted AYE: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAY: \_\_\_\_\_

\_\_\_\_\_

Whereupon the Mayor declared the motion carried and said resolution adopted by not less than 3/4 of the members of the Town Council, approved and signed the same in open meeting and directed the Town Clerk to record the same in the records of the Town Council of the Town of Normal, McLean County, Illinois, which was done.

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

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

\_\_\_\_\_  
Town 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 Town Clerk of the Town of Normal, McLean County, Illinois (the "Town"), and as such officer I am the custodian of the records and files of the offices of the Town in my care and custody, particularly the records of the Town Council of the Town (the "Town Council").

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Town Council held on the \_\_\_\_ day of \_\_\_\_\_, 2015, insofar as same relates to the adoption of a resolution entitled:

RESOLUTION approving a site located in the Town of Normal, McLean County, Illinois, to be acquired, altered and improved by the Public Building Commission of McLean County, McLean County, Illinois, for a new healthcare facility and leased by said Commission to The County of McLean, Illinois.

a true, correct and complete copy of which said resolution 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 Town Council on the adoption of said resolution were taken openly; that the vote on the adoption of said resolution 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 Town Council on a day other than a Saturday, Sunday or legal holiday in the State of Illinois, and at least 48 hours in advance of the holding of said meeting; that a true, correct and complete copy of said agenda as so posted is attached to this certificate as *Exhibit A*; and 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 Illinois Municipal Code, as amended, and the Public Building Commission Act of the State of Illinois, as amended, and that the Town Council has complied with all of the applicable provisions of said Acts and said Code and its procedural rules in the adoption of said resolution.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Town, this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Town Clerk of the Town of Normal,  
McLean County, Illinois

[SEAL]