



September 18, 2024

To: Board of Education

From: Joe Adelman, Executive Director of Operations

CC: Dr. Kristen Weikle, Superintendent

Maty Hickman, CFO

RE: Transportation Modular Office Building

Administration recommends the approval of a five-year lease with JMO Modular LLC for one Modular office building for Transportation. This Modular office will be located at 2000 Eagle Road. The building will be placed at the North end of the parking lot, having little effect with parking spaces being utilized. The current building that the drivers and monitors use has a capacity of 25-30 people. On a daily basis, Transportation has a total of 300 employees in and out of the building. The current building is used to retrieve their keys, work/monitor and report all special assignments or changes to their route. The breakroom is very small limiting space for drivers and monitors in between routes and shifts. The new building will allow all training to occur on site for 75-100 employees, eliminating the need to schedule available off-site buildings to hold training sessions.

Lease levy funds will be used for the payments



Commercial Modular Buildings

Modular Office Building Lease

This agreement entered into this day of August 2024, by and between JMO Modular (hereinafter referred to as "JMO" or "Lessor") with a place of business of 12882 Route 37 North, Marion, IL 62959, and McLean County Unit #5 (hereinafter referred to as "Lessee"), more fully described as:

McLean County Unit #5
1809 West Hovey
Normal, IL 61761
Telephone: 309-557-4000

Delivery Address if different
McLean County Unit 5 Transportation Office
2000 Eagle Road
Normal, IL 61761

Preferred Billing Method:

- By mail to Customer Address
- My email to _____

Customer PO # _____

1. This Agreement shall commence on **May 23rd, 2024**, and shall continue in full force and effect until, **2024**. If this agreement is terminated prior to the expiration of the term, the Lessee shall pay JMO any remaining rental plus return charges. This Lease is for the furnishing of the following specified equipment:

Description:	24x60 Modular Office Building
Serial Number:	07-14572/73
Stock Number:	7002
Lease Term:	_5_ Years

2. Lessee agrees to pay to JMO a monthly lease rate as follows:

For the Mobile Office	\$16,800.00
For Value Added Products	
Total Monthly Lease Rate	\$16,800.00

3. Lessee agrees to pay to JMO the 1st month's rent and the following charges within seven (7) days of the execution of this Agreement:

Delivery Fee:	\$3,200.00*
Set-up Fee:	\$8,500.00*
Skirting:	\$2,650.00
Dismantle/Return Fee:	Cost plus 15% (due at end of lease term)

*The Delivery/Set up fee includes the building being blocked and leveled with JMO's blocks and installing drive in or screw in anchors on loose gravel. Customer is responsible for water/sewer/electric runs and connections.

Note: **LOCAL, STATE, AND FEDERAL TAXES, if any, ARE NOT INCLUDED.**

4. **Payment Terms.** Monthly payments in the amount shown in this Agreement shall be due to JMO on the date of the initial invoice and every thirty (30) days thereafter for the term of the lease or as long as Lessee is in possession of the unit. All payments shall be payable at 12882 Rt. 37 North, P.O. Box 547, Marion, IL 62812 or such other address designated by JMO Modular.
5. **Late Charges.** In the event that any payment shall be overdue for a period of more than five (5) days, a late charge equal to five percent (5%) shall be assessed for each dollar or part thereof so overdue. Late charges shall be due immediately as additional rent.
6. **Title.** Transactions under this Agreement are leases. Lessee shall not acquire any right, title, or interest, in the unit, except the right to possess and properly use the unit so long as Lessee shall faithfully observe all the obligations of this Agreement.
7. **Maintenance.** JMO will provide general upkeep and maintenance for the unit for the duration of the lease period, but **Lessee shall provide general cleaning, housekeeping, regular changing of HVAC filters and repair of any damage caused by Lessee.** JMO, or its designated representative, shall have the right to inspect the unit at any reasonable time during the term of this Agreement. Lessee will, upon the expiration or other termination of the term of this Agreement, remove Lessee's property and that of all persons claiming under Lessee and will return the unit to Lessor, at Lessee's expense. Lessee shall return the equipment broom cleaned and in good repair and condition, normal wear and tear excepted. Lessee's obligations hereunder shall survive termination of this Agreement.
8. **Inspection Upon Return.** Upon return of the unit, JMO Modular will conduct an inspection and will notify the Lessee of any repairs that are the Lessee's responsibility. Lessee's failure to make written objection to the notice within ten (10) days of the notice shall represent Lessee's Agreement that said repairs are reasonable and necessary and that Lessee is responsible for the cost of repairs. Lessee's obligation to reimburse JMO Modular for charges under this Paragraph shall survive termination of this Agreement.
9. **Liens/Encumbrances.** Lessee shall keep the unit free of all liens, levies, and encumbrances. If any of JMO's property becomes the subject of a lien, levy, or is otherwise encumbered due to action or inaction by Lessee, Lessee agrees to satisfy, remove or discharge the lien, levy or encumbrance at its own expense by bond, payment, or otherwise within seven (7) days of the date of filing thereof. If Lessee shall fail to do so, JMO shall have the right, in addition to all other rights and remedies provided herein or by law, to remove, satisfy, discharge, such liens or claims by whatever means JMO deems appropriate. Lessee agrees to reimburse JMO for all expenses related to such action, including attorney's fees.

10. Insurance. Lessee shall obtain and maintain in effect throughout the term of this Agreement, insurance coverage issued by carriers reasonably satisfactory to JMO, providing general public liability insurance against claims for personal injury (including death), property damage, or otherwise, arising out of or connected with this Agreement or the unit, in an amount of not less than combined single limit of \$2,000,000 or such higher amounts as JMO may reasonably require. Such insurance policies shall include JMO Modular as an additional insured, and shall not be subject to cancellation or modification without at least thirty (30) days prior written notice to JMO Modular. Notwithstanding the foregoing, Lessee agrees to accept the entire risk of damage to the unit(s) from fire, theft, collision, or other damage, whether or not covered by insurance. If JMO does not receive Lessee's Insurance Certificate indicating that coverage is provided for Physical Loss or Damage to the Unit (not its contents) within 30 days of the beginning of the Lease Term, Lessee will be charged 29 cents per \$100 of the Value per month, allowing for a \$500 deductible.
11. Indemnification. To the fullest extent permitted by Law, Lessee agrees to indemnify, defend, and hold harmless JMO Modular, its principles, officers, shareholders, employees, and agents from and against all claims, costs, damages, expenses, liabilities and/or causes of action arising out of, or resulting, directly or indirectly from Lessee's possession and use of the unit. Lessee shall defend JMO Modular against all claims unless JMO Modular shall notify Lessee in writing that JMO Modular will defend itself, and in either case Lessee shall be liable for, and will reimburse JMO Modular for, all costs and expenses, including attorney's fees, settlement costs, judgments, and/or other resolutions of any claims.
12. Unit Location. Lessee shall maintain the equipment described herein at the location listed herein and shall not relocate any unit without prior written permission of JMO Modular. Lessee's failure to comply with the terms of this Paragraph shall be a material breach of the Agreement.
13. Attempted Delivery and/ or Pickups. The delivery and/or removal of the unit will only be made in a safe manner, and performance is at the discretion of the hauler, based upon safety and accessibility. If a hauler is unable to make a delivery and/or removal due to safety concerns and/or lack of accessibility, Lessee will be charged a \$250 attempted delivery/removal charge per occurrence and a \$50 cancellation fee per occurrence.
14. Signage. JMO may place and maintain upon each side of each unit provided hereunder at all times during the term of this Agreement, a sign reading "JMO Modular". Lessee shall not remove, obscure, deface, or otherwise allow the sign to be damaged.
15. Use. Lessee agrees to comply with all the federal, State or municipal laws, ordinances, rules or regulations governing the use of the property leased hereunder.
16. Default. In the event that Lessee (1) becomes insolvent, or files or has filed against it an Petition in Bankruptcy, or makes an assignment for the benefit of creditors, or commences or has commenced against it or enters into any other proceeding or arrangement for relief of debtors, reorganization, or deferral or discharge of debts; or (2) fails to pay, when due, rent, taxes, or other charges assessed in connection with this Agreement; or (3) commits any other breach of this Agreement, then in any such case, Lessee shall be in default under this Agreement. In the event that such default continues for two (2) days after written notice thereof by JMO to Lessee, or immediately in the event that such default, in the

judgment of JMO, cannot be cured within a two (2) day period after notice of default, JMO may reclaim and pick up its property, and shall exercise reasonable care to avoid loss or damage to any property of Lessee. Furthermore, Lessee agrees to indemnify, defend and hold harmless JMO Modular, its principals, shareholders, agents, and employees, from any claim arising out of JMO's recovery of possession of the unit, including damage property of third parties.

- a) Notwithstanding any other provisions of this Agreement, in the event of default by Lessee, JMO shall have the right to pursue all remedies provided herein or provided by law, in equity or otherwise. **Lessee hereby authorizes any attorney to appear for, and to confess judgment against Lessee for possession of the unit(s).**
- b) Lessee shall be responsible for all costs of collection including interest on the unpaid balance which shall accrue at the rate of 1.5% per month and all costs, including attorney's fees.
- c) In the event JMO Modular does not terminate this Agreement, but assents to Lessee's continued possession of the unit, such assent shall not be construed as a waiver of the Lessee's obligation to reimburse JMO Modular for any costs, damages, or expenses incurred as a result of Lessee's default; and all such costs, damages, and expenses shall be paid or reimbursed to JMO Modular upon demand.

17. Performance/Payment Bond. If the unit provided by JMO to Lessee is subject to the terms of a performance or payment bond, Lessee agrees to provide JMO Modular with the name and address of the Surety issuing the bonds, within three (3) days after receipt of written request from JMO. Failure to comply with the conditions of this paragraph shall represent a material default of the Agreement.

18. Force Majure. JMO shall not be responsible for any delay in performance or nonperformance caused by circumstances beyond its' control. JMO shall be diligent in attempting to remove any such cause and shall promptly notify Lessee as to the probable duration of any such delay.

19. Compliance with Laws. Lessee shall comply with all applicable laws, ordinances, rules, and regulations regarding the use of the unit. Lessee, at its expense, shall obtain all necessary permits or licenses.

20. No waiver. Any waiver by JMO of any of the remedies afforded hereunder or by law shall be without prejudice, and shall not operate to waive any other remedies which JMO shall continue to have available to it.

21. Modification. JMO may modify or otherwise amend the terms of this Agreement at any time. Upon receipt of the modified terms and conditions from JMO, Lessee shall have ten (10) days in which to review the modified terms and conditions. Within ten (10) days of receipt of the modified terms, Lessee shall furnish JMO with any objections it has to the modification in writing. Failure to respond within the period set forth shall represent Lessee's agreement to all modifications.

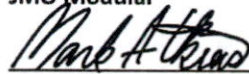
22. Applicable Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of Illinois.

23. Entire Agreement. This Agreement is the entire agreement between the parties hereto. No other agreements, representations, warranties or other matters, oral or written, shall be deemed to bind the parties hereto.

IN WITNESS WHEREOF, intending to be legally bound by the terms of the foregoing Agreement, the parties have affixed their signatures to this Agreement on the date first above written.

JMO Modular

By:



Mark Atkins
Director of Operations

Date: September 10, 2024

LESSEE: **McLean County Unit #5**

By: _____

Date: _____

Print Name _____

NOTE: PARAGRAPH 10 INSURANCE REQUIREMENTS******THIS UNIT IS NOT COVERED BY INSURANCE******

It is your responsibility to contact your insurance carrier and have them send us a Certificate of Insurance indicating that JMO Modular is the loss payee and additional insured along with the stock and serial number of the unit you are leasing. You are responsible for loss or damages from the time of delivery until the unit is back in our possession.

The insurance requirements are as follows:

General Liability Insurance: \$2,000,000
Physical loss or damage "Property" Insurance
Workers Compensation and Employees Liability: \$500,000

RECOMMENDED OPTION *Blanket Insurance Coverage is acceptable to cover physical loss or damage to any and all leased equipment.

This certificate will cover all units and will only need to be submitted once a year upon expiration date of certificate.

*****NOTE*****

The following must appear in the description box of the Certificate of Insurance.

VALUE: \$29,700

DESCRIPTION: 26x64 MOBILE MODULAR OFFICE
STOCK # 7002
SERIAL # 714572/3
YEAR: 2007
MAKE: C & B
COLOR: Tan & Red

** General Liability Insurance is always your obligation.

Certificate of Insurance can be mailed to JMO Modular PO Box 547 Marion IL 62896 or emailed to Patty@JMOLLC.com or faxed to 618-969-8309