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**THE CITY OF BLUE ISLAND  
COOK COUNTY, ILLINOIS**

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**RESOLUTION  
NUMBER 2020-027**

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**A RESOLUTION APPROVING AND AUTHORIZING  
AMENDMENTS TO EQUIPMENT PAYMENT SCHEDULES  
BETWEEN YAMAHA MOTOR FINANCE CORPORATION, USA  
AND THE CITY OF BLUE ISLAND**

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**DOMINGO F. VARGAS, Mayor  
Randy Heuser, City Clerk**

**DEXTER JOHNSON  
FRED BILOTTO  
NANCY RITA  
TOM HAWLEY  
MICHAEL MECH  
CANDACE CARR  
JAMES KLINKER**

**ANNETTE ALEXANDER  
WILLIAM CAZARES  
KEVIN DONAHUE  
BILL FAHRENWALD  
JOHNNY RINGO HILL  
RAEANN CANTELO-ZYLMAN  
ALLAN STEVO**

**Aldermen**

**RESOLUTION NO. 2020-027**

**A RESOLUTION APPROVING AND AUTHORIZING AMENDMENTS TO  
EQUIPMENT PAYMENT SCHEDULES BETWEEN YAMAHA MOTOR  
FINANCE CORPORATION, USA AND THE CITY OF BLUE ISLAND**

WHEREAS, the City of Blue Island has the authority to contract and be contracted with pursuant to 65 ILCS 5/2-2-12;

WHEREAS, the City previously entered into agreements with Yamaha Motor Finance Corporation to finance the purchase of golf carts for use at the Meadows Golf Course; and

WHEREAS, Yamaha Motor Finance Corporation has offered to defer monthly payments otherwise due in the months of May 2020 and June 2020, respectively due to the effects of the Coronavirus pandemic; and

WHEREAS, the appropriate city officials have considered and reviewed the proposed amendments attached hereto as Exhibits A, B, and C, respectively, and find the same to be in the best interests of the City;

NOW AND THEREFORE, BE IT RESOLVED by the City Council of the City of Blue Island, Cook County, Illinois, as follows:

SECTION 1: AGREEMENT FORM AND TERMS AUTHORIZED. The terms and conditions as shown in the Amendments to Equipment Schedules #116327, #200215 and #201385, attached as Exhibits A, B, and C, respectively, to this Resolution are hereby approved.

SECTION 2: AUTHORIZATION OF MAYOR TO EXECUTE AND ACT IN ACCORDANCE WITH AGREEMENT. The City Council approves Amendments to the Equipment Payment Schedules attached hereto as Exhibits A, B, and C, respectively, deferring payments for the months of May 2020 and June 2020, and authorizes the Mayor or his designee to execute any and all documentation that may be necessary to carry out the intent of this Resolution.

The officers, employees, and/or agents of the City shall take all action necessary or reasonably required by the City to carry out, give effect to, and consummate the intent of this Resolution.

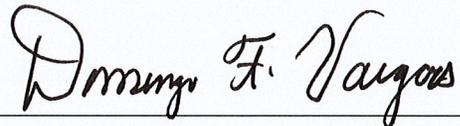
SECTION 3: EFFECTIVE DATE. This resolution shall be in full force and effect upon its passage, approval and publication as required by law.

*Intentionally left blank*

**ADOPTED** this 16th day of July, 2020, pursuant to roll call as follows:

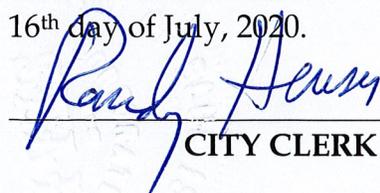
	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman JOHNSON					X
Alderman ALEXANDER	X				
Alderman BILOTTO	X				
Alderman CAZARES			X		
Alderman RITA			X		
Alderman DONAHUE	X				
Alderman HAWLEY	X				
Alderman FAHRENWALD	X				
Alderman MECH	X				
Alderman HILL	X				
Alderman CANTELO-ZYLMAN	X				
Alderman CARR	X				
Alderman STEVO	X				
Alderman KLINKER	X				
Mayor DOMINGO F. VARGAS					
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**APPROVED:** this 16th day of July, 2020.



**MAYOR OF THE CITY OF BLUE ISLAND,  
COUNTY OF COOK AND STATE OF ILLINOIS**

**ATTESTED** and Filed in my office this  
16<sup>th</sup> day of July, 2020.



**CITY CLERK**

**EXHIBIT A**

**AMENDMENT #1 TO EQUIPMENT SCHEDULE #116327**

**AMENDMENT # 1 TO EQUIPMENT SCHEDULE #116327**

This AMENDMENT # 1 ("Amendment") TO EQUIPMENT SCHEDULE # 116327 ("Equipment Schedule") amends such Equipment Schedule as it relates to that certain [Conditional Sales Contract/Master Lease Agreement] (the "Agreement") dated as of January 18, 2017 by and between YAMAHA MOTOR FINANCE CORPORATION, U.S.A., a Delaware corporation located at 6555 Katella Avenue, Cypress, CA 90630 ("YMFUS"), and City of Blue Island, located at 13051 Greenwood Ave., Blue Island, IL 60406 ("Customer").

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**I. Amended Terms**

**1.1 Payments on the Equipment Schedule have been amended and shall be due on the following Remaining Schedule of Payments effective the date of this Amendment:**

		<u>4/1/2021</u>	\$3,325.00
<u>5/1/2020</u>	\$0.00	<u>5/1/2021</u>	\$3,325.00
<u>6/1/2020</u>	\$0.00	<u>6/1/2021</u>	\$3,325.00
<u>7/1/2020</u>	\$3,325.00	<u>7/1/2021</u>	\$3,325.00
<u>8/1/2020</u>	\$3,325.00	<u>8/1/2021</u>	\$3,325.00
<u>9/1/2020</u>	\$3,325.00	<u>9/1/2021</u>	\$3,325.00
<u>10/1/2020</u>	\$3,325.00	<u>10/1/2021</u>	\$3,325.00
<u>11/1/2020</u>	\$3,325.00		

**1.2 Other Terms:**

**II. General**

**2.1 Authority for Amendment.** The execution, delivery and performance of this Amendment has been duly authorized by all requisite corporate or other action on the part of YMFUS and Customer and upon execution and delivery by each of them, will constitute a legal, binding obligation thereof.

**2.2 Effect of Amendment.** Except as specifically amended hereby, the Agreement and the Equipment Schedule, and all terms contained therein, remains in full force and effect. The Equipment Schedule, as amended by this Amendment, constitutes the entire understanding of the parties with respect to the subject matter hereof. Capitalized terms used herein and not otherwise defined shall have the meaning given them in the Agreement.

**2.3 Binding Effect.** Each reference herein to a party hereto will be deemed to include its successors and assigns, all of whom will be bound by this Amendment and in whose favor the provisions of this Amendment will inure.

**2.4 Counterparts.** This Amendment may be executed in counterparts, each of which will constitute an original, but all of which, when taken together, will constitute but one agreement. Copies may be transmitted by facsimile or other electronic means (including attachments to email) for signature and each manually executed or other electronic copy (including an attachment to an email) may be used for all purposes as an original by any party. The Customer, by making any payment required under the Agreement and Equipment Schedule, as amended by this Amendment, ratifies all of the terms of the Agreement and the Equipment Schedule as so amended.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized signers, all with an effective date of June 23, 2020.

**YAMAHA MOTOR FINANCE CORPORATION, U.S.A.**

**City of Blue Island**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: Dorrey F. Vargas  
Its: Mays

**EXHIBIT B**

**AMENDMENT #1 TO EQUIPMENT SCHEDULE #200215**

**AMENDMENT # 1 TO EQUIPMENT SCHEDULE #200215**

This AMENDMENT # 1 ("Amendment") TO EQUIPMENT SCHEDULE #200215 ("Equipment Schedule") amends such Equipment Schedule as it relates to that certain Master Lease Agreement (the "Agreement") dated as of January 18, 2017 by and between YAMAHA MOTOR FINANCE CORPORATION, U.S.A., a Delaware corporation located at 6555 Katella Avenue, Cypress, CA 90630 ("YMFUS"), and City of Blue Island located at 13051 Greenwood Ave., Blue Island, IL 60406 ("Customer").

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**I. Amended Terms**

**1.1 Payments on the Equipment Schedule have been amended and shall be due on the following Remaining Schedule of Payments effective the date of this Amendment:**

		4/1/2021	\$3,357.25				
5/1/2020	\$0.00	5/1/2021	\$3,357.25	5/1/2022	\$3,357.25	5/1/2023	\$3,357.25
6/1/2020	\$0.00	6/1/2021	\$3,357.25	6/1/2022	\$3,357.25	6/1/2023	\$3,357.25
7/1/2020	\$3,357.25	7/1/2021	\$3,357.25	7/1/2022	\$3,357.25	7/1/2023	\$3,357.25
8/1/2020	\$3,357.25	8/1/2021	\$3,357.25	8/1/2022	\$3,357.25	8/1/2023	\$3,357.25
9/1/2020	\$3,357.25	9/1/2021	\$3,357.25	9/1/2022	\$3,357.25	9/1/2023	\$3,357.25
10/1/2020	\$3,357.25	10/1/2021	\$3,357.25	10/1/2022	\$3,357.25	10/1/2023	\$3,357.25
11/1/2020	\$3,357.25						

**1.2 Other Terms:**

**II. General**

**2.1 Authority for Amendment.** The execution, delivery and performance of this Amendment has been duly authorized by all requisite corporate or other action on the part of YMFUS and Customer and upon execution and delivery by each of them, will constitute a legal, binding obligation thereof.

**2.2 Effect of Amendment.** Except as specifically amended hereby, the Agreement and the Equipment Schedule, and all terms contained therein, remains in full force and effect. The Equipment Schedule, as amended by this Amendment, constitutes the entire understanding of the parties with respect to the subject matter hereof. Capitalized terms used herein and not otherwise defined shall have the meaning given them in the Agreement.

**2.3 Binding Effect.** Each reference herein to a party hereto will be deemed to include its successors and assigns, all of whom will be bound by this Amendment and in whose favor the provisions of this Amendment will inure.

**2.4 Counterparts.** This Amendment may be executed in counterparts, each of which will constitute an original, but all of which, when taken together, will constitute but one agreement. Copies may be transmitted by facsimile or other electronic means (including attachments to email) for signature and each manually executed or other electronic copy (including an attachment to an email) may be used for all purposes as an original by any party. The Customer, by making any payment required under the Agreement and Equipment Schedule, as amended by this Amendment, ratifies all of the terms of the Agreement and the Equipment Schedule as so amended.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized signers, all with an effective date of June 23, 2020.

**YAMAHA MOTOR FINANCE CORPORATION, U.S.A.**

**City of Blue Island**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: Domingo F. Vargas  
Its: Mayer

**EXHIBIT C**

**AMENDMENT #1 TO EQUIPMENT SCHEDULE #201385**

**AMENDMENT # 1 TO EQUIPMENT SCHEDULE #201385**

This AMENDMENT # 1 ("Amendment") TO EQUIPMENT SCHEDULE #201385 ("Equipment Schedule") amends such Equipment Schedule as it relates to that certain Master Lease Agreement (the "Agreement") dated as of January 18, 2017 by and between YAMAHA MOTOR FINANCE CORPORATION, U.S.A., a Delaware corporation located at 6555 Katella Avenue, Cypress, CA 90630 ("YMFUS"), and City of Blue Island located at 13051 Greenwood Ave., Blue Island, IL 60406 ("Customer").

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**I. Amended Terms**

**1.1 Payments on the Equipment Schedule have been amended and shall be due on the following Remaining Schedule of Payments effective the date of this Amendment:**

		4/1/2021	\$3,418.45						
5/1/2020	\$0.00	5/1/2021	\$3,418.45	5/1/2022	\$3,418.45	5/1/2023	\$3,418.45	5/1/2024	\$3,418.45
6/1/2020	\$0.00	6/1/2021	\$3,418.45	6/1/2022	\$3,418.45	6/1/2023	\$3,418.45	6/1/2024	\$3,418.45
7/1/2020	\$3,418.45	7/1/2021	\$3,418.45	7/1/2022	\$3,418.45	7/1/2023	\$3,418.45	7/1/2024	\$3,418.45
8/1/2020	\$3,418.45	8/1/2021	\$3,418.45	8/1/2022	\$3,418.45	8/1/2023	\$3,418.45	8/1/2024	\$3,418.45
9/1/2020	\$3,418.45	9/1/2021	\$3,418.45	9/1/2022	\$3,418.45	9/1/2023	\$3,418.45	9/1/2024	\$3,418.45
10/1/2020	\$3,418.45	10/1/2021	\$3,418.45	10/1/2022	\$3,418.45	10/1/2023	\$3,418.45	10/1/2024	\$3,418.45
11/1/2020	\$3,418.45								

**1.2 Other Terms:**

**II. General**

**2.1 Authority for Amendment.** The execution, delivery and performance of this Amendment has been duly authorized by all requisite corporate or other action on the part of YMFUS and Customer and upon execution and delivery by each of them, will constitute a legal, binding obligation thereof.

**2.2 Effect of Amendment.** Except as specifically amended hereby, the Agreement and the Equipment Schedule, and all terms contained therein, remains in full force and effect. The Equipment Schedule, as amended by this Amendment, constitutes the entire understanding of the parties with respect to the subject matter hereof. Capitalized terms used herein and not otherwise defined shall have the meaning given them in the Agreement.

**2.3 Binding Effect.** Each reference herein to a party hereto will be deemed to include its successors and assigns, all of whom will be bound by this Amendment and in whose favor the provisions of this Amendment will inure.

**2.4 Counterparts.** This Amendment may be executed in counterparts, each of which will constitute an original, but all of which, when taken together, will constitute but one agreement. Copies may be transmitted by facsimile or other electronic means (including attachments to email) for signature and each manually executed or other electronic copy (including an attachment to an email) may be used for all purposes as an original by any party. The Customer, by making any payment required under the Agreement and Equipment Schedule, as amended by this Amendment, ratifies all of the terms of the Agreement and the Equipment Schedule as so amended.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized signers, all with an effective date of June 23, 2020.

YAMAHA MOTOR FINANCE CORPORATION, U.S.A.

City of Blue Island

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: Dorcas F. Vargas  
Its: Mayor