RESOLUTION 2016-039  

PASSED: APRIL 11, 2016

AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH IMPACT NETWORKING, LLC FOR THE PURPOSE OF LEASING THREE (3) KONICA MINOLTA ALL-IN-ONE COPY MACHINES FOR A PERIOD OF FIVE-YEARS IN AN AMOUNT NOT TO EXCEED $17,100.

BE IT RESOLVED BY THE CITY COUNCIL of the City of DeKalb, Illinois, as follows:

Section 1. That the CITY MANAGER of the City of DeKalb be authorized and directed to enter into an Agreement with Impact Networking, LLC for the five-year lease of three new Konica Minolta all-in-one copy machines in the amount of $17,100.

Section 2. That the City Clerk of the City of DeKalb be authorized and directed to attest the Mayor’s signature.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a regular meeting held on the 11th day of April, 2016, and approved by me as Mayor on the same day. Passed by an Omnibus roll call vote of 7-0-1 on the Consent Agenda. Aye: Jacobson, Finucane, Marquardt, Snow, Norceko, Faivre, Rey. Nay: None. Absent: Baker.

ATTEST:

JENNIFER JEEP JOHNSON, City Clerk  
JOHN A. REY, Mayor
**TOTAL IMAGE MANAGEMENT SM**

**Agreement No.**

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**CUSTOMER INFORMATION**

Customer Name: [Name]

City of Dekalb

880 South Broadway Street Suite 223 South 4th St Dekalb, IL 60115

Customer Phone Number: 815-745-2336

Equipment Location (if different from above): Federal Tax ID (if applicable):

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**SUPPLIER**

Supplier Name, Address, Phone ("SUPPLIER") Impact Networking, LLC, 1357 W. Boulton Blvd., Lake Forest, IL 60045

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**EQUIPMENT**

Make / Model / Accessories: Konica Minolta C350's

Serial Number: [Number]

Starting Meter: [Number]

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**RENTAL TERMS**

Term in Months: 60 (months)

$285.00 (plus applicable taxes)

Rental Payment Period is Monthly Unless Otherwise Indicated

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**OVERAGE METER FREQUENCY:**

- [ ] Monthly
- [ ] Quarterly
- [ ] Semi-Annual
- [ ] Annual

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**MONTHLY COPY ALLOWANCE:**

<table>
<thead>
<tr>
<th>Meter Type</th>
<th>Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>BW</td>
<td>USAGE</td>
</tr>
<tr>
<td>COLOR</td>
<td>USAGE</td>
</tr>
</tbody>
</table>

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**OVERAGE METER CHARGES:**

<table>
<thead>
<tr>
<th>Meter Type</th>
<th>Overage Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>BW</td>
<td>$0.102</td>
</tr>
<tr>
<td>Color</td>
<td>$0.0728</td>
</tr>
</tbody>
</table>

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**END OF TERM OPTIONS:**

- [ ] Fair Market Value Purchase Option
- [ ] $1.00 Purchase Option
- [ ] Fixed Price Purchase Option of % of Total Cash Price

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**TERMS AND CONDITIONS:**

1. **COMMENCEMENT:** Commencement of this Agreement and acceptance of the Equipment shall occur upon delivery of the Equipment to you ("Commencement Date"). To the extent that the Equipment includes intangible property or associated services such as software licenses and required database subscription rights, such intangible property shall be referred to as "Software." You understand and agree that we have no title, right or interest in the Software and you will comply with the terms of the "Software License Agreement.

2. **RENTAL PAYMENT:** You agree to pay for the Equipment in advance, and if charged to a credit card, the Equipment shall be delivered to you on the Commencement Date, and you agree to pay the Equipment in advance, and if charged to a credit card, the Equipment shall be delivered to you on the Commencement Date.

3. **OTHER CHARGES:** Other charges and fees may apply to the Equipment, and you agree to pay for the Equipment in advance, and if charged to a credit card, the Equipment shall be delivered to you on the Commencement Date.

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**SIGNING AUTHORITY:**

By: [Signature]

Title: [Title]

City of Dekalb

Date: 5-12-16

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**CANCELLATION:**

You may cancel the Agreement at any time by providing written notice to us. You will be responsible for paying all amounts due up to the date of cancellation.

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**CONCLUSION:**

You agree to the terms of this Agreement, and you agree to pay for the Equipment in advance, and if charged to a credit card, the Equipment shall be delivered to you on the Commencement Date.

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**SIGNING AUTHORITY:**

By: [Signature]

Title: [Title]

City of Dekalb

Date: 4-18-16

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**INVOICE:**

Impact NJ: 1572 (tax) mm (mod-12) 02/16

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Page 1 of 2
## Sales Order

**Invoice To:**
- City of DeKalb
- Company Name: Jeremy Alexander
- Company Contact: 223 S 4th St
- Address: DeKalb
- City: IL
- ZIP: 60115
- Phone Number: 815-748-2330

**Ship To:**
- City of DeKalb
- Company Name
- Company Contact
- Address
- City
- State
- ZIP
- Phone Number
- Fax Number
- Email Address

All Purchases are 50% down, 50% upon delivery.

- Purchase ☑ Lease ☐

### Equipment Information

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Product Number</th>
<th>Description</th>
<th>Unit Cost</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td></td>
<td>Konica Minolta C3350</td>
<td></td>
<td>in lease $17,100</td>
</tr>
</tbody>
</table>

No terms or conditions, express or implied, are authorized unless they appear on “original” of this order. This order includes the terms and conditions appearing hereon and on the reverse side hereof, and buyer agrees to be bound thereby. No modifications or additions thereto shall be binding upon Impact unless expressly consented to in writing by the president of Impact Networking LLC. All prices in effect for 30 days from Impact authorized signature date.

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**Authorization**

Impact Authorized Signature: [Signature]
- Name: Joel Flach
- Date: 5-17-16

Customer Authorized Signature: [Signature]
- Name: Anne Marie Gauva
- Date: 4-29-16

For Office Use Only

Customer Number: 
Customer Order Number: 
Date Ordered: 
Date Required: 
Ship Via: 
Rep Number: 

version 2.0
Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement, and you authorize us to file a UCC-1 financing statement or be named on the vehicle title to show our interest."

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from the Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of the Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under the Agreement when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement, (ii) you make or have made any false statement or misrepresentation to us, (iii) you dissolve, terminate your existence or file bankruptcy, or (iv) there has been a material adverse change in your financial, business or operating condition."

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

Impact Networking, LLC

Lessor

Signature

Account Manager 5/8/16

Title  Date

City of Defence

Customer

Signature

City Manager 4-29-16

Title  Date

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

10162 REV 01/14  Page 2 of 2