

RESOLUTION R-68-07  
A RESOLUTION AUTHORIZING THE EXECUTION  
OF A FIVE YEAR AGREEMENT  
WITH IMPACT NETWORKING, LLC, AND  
US EXPRESS LEASING, INC.  
FOR PRINTER EQUIPMENT, SUPPLIES, AND SERVICES

WHEREAS, the City of Wheaton, Illinois ("City"), DuPage County, Illinois, desires to reduce operating costs, reduce energy consumption, reduce waste, reduce ozone emissions, increase printer output speed and reliability, maintain reasonable access to black & white printing for all City staff, add reasonable access to color printing for all City staff, simplify printer administration, make printing costs visible and measurable, and significantly reduce the City's capital investment in printer hardware; and

WHEREAS, Impact Networking, LLC of Waukegan, Illinois, and US Express Leasing, Inc. of Parsippany, New Jersey, have submitted a proposal to provide printer equipment, supplies, and services; and

WHEREAS, the City's costs to purchase similar printer equipment, supplies, and services are projected to cost more than the proposal submitted by Impact Network, LLC, and US Express Leasing, Inc.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wheaton, Illinois, that the Mayor is authorized to sign and the City Clerk is authorized to attest to agreements between the City of Wheaton and Impact Networking, LLC of Waukegan, Illinois, and between the City of Wheaton and US Express Leasing, Inc., for printer equipment, supplies, and services.

ADOPTED this 1st day of October, 2007.

ATTEST:

Carolyn M. Danvalogi  
City Clerk

Michael Gresk  
Mayor

Ayes:

Roll Call Vote:  
Councilwoman Corry  
Councilman Johnson  
Councilman Levine  
Mayor Gresk  
Councilman Mouhelis  
Councilman Prendiville  
Councilman Suess

Nays:

None

Absent:

None

Motion Carried Unanimously

## 44% Reduction in Number of Printers

This Leasing Replacement Plan Pays for ItselfProposed Purchase

						Comparison Using 80% of Estimated Pages	Comparison Using 100% of Estimated Pages
Supplies (No Service)						\$76,900.80	\$96,123.60
Capital Equipment Replacement						\$31,000.00	\$31,000.00
						\$107,900.80	\$127,123.60
<u>Proposed Lease</u>							
Color Printers	20	at	\$	55.54	per month =	\$1,110.88	per month or
Black & White Printers	14	at	\$	28.86	per month =	\$404.04	per month or
	34					\$1,514.92	
						Savings	\$17,005.60
							\$25,743.40

*The more we print, the more we save!*The Savings Calculation DOES NOT Include Savings We Will Recognize From:

- reduced paper consumption (duplex printing)
- reduced letterhead printing costs
- reduced power consumption
- reduced administrative costs (processing orders and invoices for supplies and service)
- elimination of time & materials service (the proposed lease includes all service costs)

DISCARD	KEEP		REPLACE		Total Monthly Cost	Total Count	Final Count
	Monthly Cost	Count	Monthly Cost	Count			
ADMINISTRATION		3			\$111	2	5
BUILDING		1			\$111	2	3
ENGINEERING		1			\$56	1	2
FINANCE		3		1	\$111	2	1
FIRE STATION 1		7			\$113	3	6
FIRE STATION 2					\$56	1	1
FIRE STATION 3					\$56	1	1
MEDIA		1			\$56	1	1
PLANNING		1			\$56	1	0
POLICE		10		2	\$537	14	26
PUBLIC WORKS		4		3	\$198	5	12
WATER		1		1	\$111	2	4
<b>Grand Total</b>		<b>32</b>		<b>7</b>	<b>\$1,515</b>	<b>34</b>	<b>41</b>

**Kyocera applauded for reducing energy consumption**

The latest report from analysts TCPGlobal carries a run down of the efforts manufacturers have made to reduce the energy consumption in their devices over the years. Kyocera products come out very favourably, showing a massive 89% reduction in the amount of power consumed. Meanwhile, Lexmark is consuming 25% more power and HP is consuming 57% less power.

**Ecosys****Reduced noise levels, no ozone emissions**

The ECOSYS workgroup laser printer range has the world's first positively charged roller. The roller is charged directly so electrical charges are not lost in the air. As a result, no ozone is created and therefore there is no requirement for an ozone filter on the outward fan. A fine brush that automatically cleans the roller on every pass takes care of the longevity and high print quality of the system. The new charging roller has a lifespan of 300,000 sheets.

This new range of Kyocera ECOSYS laser printers has been created for the needs of busy workgroups and is Energy Star labelled. Each offers outstanding performance, double-sided printing as standard, remarkably low consumable costs, low noise and compact design thanks to Kyocera's unique ECOSYS technology.

## DETAILED CALCULATION ASSUMING 80% OF ESTIMATED PAGES ARE PRINTED

Lease Type	Count	Base Lease Cost Per Printer			Color Pages Included in Contract*			Black & White Pages Included in Contract*			Total Contract Cost			Per Printer Per Printer	
		\$ Per Month	Annual	5 Years	\$ Per Month	Annual	5 Years	\$ Per Month	Annual	5 Years	\$ Per Month	Annual	5 Years	Per Month	Per Year
NETWORK COLOR	20	\$ 26.42	\$ 317	\$ 1,585	\$ 408	\$ 4,894	\$ 24,469	\$ 175	\$ 2,096	\$ 10,480	\$ 1,111	\$ 13,331	\$ 66,653	\$ 55.54	\$ 667
WORKGROUP BLACK & WHITE	14	\$ 20.53	\$ 246	\$ 1,232	\$ -	\$ -	\$ -	\$ 117	\$ 1,399	\$ 6,997	\$ 404	\$ 4,848	\$ 24,242	\$ 28.86	\$ 346
<b>Grand Total</b>	<b>34</b>				<b>\$ 408</b>	<b>\$ 4,894</b>	<b>\$ 24,469</b>	<b>\$ 291</b>	<b>\$ 3,495</b>	<b>\$ 17,477</b>	<b>\$ 1,515</b>	<b>\$ 18,179</b>	<b>\$ 90,895</b>		
<b>Lease Cost Per Printed Page</b>	<b>\$</b>														
Black & White		0.01 per page													
Color		0.07 per page													
<b>Purchase Comparable HP Printers</b>	<b>Count</b>	<b>Capital Cost Per Printer</b>			<b>Color Pages</b>			<b>Black &amp; White Pages</b>			<b>Total Cost</b>			<b>Per Printer Per Printer</b>	
Comparable HP Printers	Count	\$ Per Month	Annual	5 Years	\$ Per Month	Annual	5 Years	\$ Per Month	Annual	5 Years	\$ Per Month	Annual	5 Years	Per Month	Per Year
Color HP CP3505dn	20	\$ 20	\$ 240	\$ 1,200	\$ 699	\$ 8,389	\$ 41,947	\$ 349	\$ 4,192	\$ 20,959	\$ 1,448	\$ 17,381	\$ 86,906	\$ 72.42	\$ 869
Black & White HP P2015dn	14	\$ 8	\$ 100	\$ 500	\$ -	\$ -	\$ -	\$ 233	\$ 2,799	\$ 13,994	\$ 350	\$ 4,199	\$ 20,994	\$ 24.99	\$ 300
<b>Grand Total</b>	<b>34</b>				<b>\$ 699</b>	<b>\$ 8,389</b>	<b>\$ 41,947</b>	<b>\$ 583</b>	<b>\$ 6,991</b>	<b>\$ 34,954</b>	<b>\$ 1,798</b>	<b>\$ 21,580</b>	<b>\$ 107,901</b>		
<b>Purchase Cost Per Printed Page</b>	<b>\$</b>														
Black & White		0.02 per page													
Color		0.12 per page													

## DETAILED CALCULATION ASSUMING 100% OF ESTIMATED PAGES ARE PRINTED

Lease Type	Count	Base Lease Cost Per Printer			Color Pages Included in Contract*			Black & White Pages Included in Contract*			Total Contract Cost			Per Printer Per Printer	
		\$ Per Month	Annual	5 Years	\$ Per Month	Annual	5 Years	\$ Per Month	Annual	5 Years	\$ Per Month	Annual	5 Years	Per Month	Per Year
NETWORK COLOR	20	\$ 26.42	\$ 317	\$ 1,585	\$ 510	\$ 6,117	\$ 30,584	\$ 218	\$ 2,620	\$ 13,100	\$ 1,256	\$ 15,078	\$ 75,388	\$ 62.82	\$ 754
WORKGROUP BLACK & WHITE	14	\$ 20.53	\$ 246	\$ 1,232	\$ -	\$ -	\$ -	\$ 146	\$ 1,749	\$ 8,747	\$ 433	\$ 5,198	\$ 25,992	\$ 30.94	\$ 371
<b>Grand Total</b>	<b>34</b>				<b>\$ 510</b>	<b>\$ 6,117</b>	<b>\$ 30,584</b>	<b>\$ 364</b>	<b>\$ 4,369</b>	<b>\$ 21,847</b>	<b>\$ 1,690</b>	<b>\$ 20,276</b>	<b>\$ 101,380</b>		
<b>Lease Cost Per Printed Page</b>	<b>\$</b>														
Black & White		0.01 per page													
Color		0.07 per page													
<b>Purchase Comparable HP Printers</b>	<b>Count</b>	<b>Capital Cost Per Printer</b>			<b>Color Pages</b>			<b>Black &amp; White Pages</b>			<b>Total Cost</b>			<b>Per Month Per Year</b>	
Comparable HP Printers	Count	\$ Per Month	Annual	5 Years	\$ Per Month	Annual	5 Years	\$ Per Month	Annual	5 Years	\$ Per Month	Annual	5 Years	Per Month	Per Year
Color HP CP3505dn	20	\$ 20	\$ 240	\$ 1,200	\$ 874	\$ 10,486	\$ 52,430	\$ 437	\$ 5,240	\$ 26,200	\$ 1,711	\$ 20,526	\$ 102,630	\$ 85.53	\$ 1,026
Black & White HP P2015dn	14	\$ 8	\$ 100	\$ 500	\$ -	\$ -	\$ -	\$ 292	\$ 3,499	\$ 17,494	\$ 408	\$ 4,899	\$ 24,494	\$ 29.16	\$ 350
<b>Grand Total</b>	<b>34</b>				<b>\$ 874</b>	<b>\$ 10,486</b>	<b>\$ 52,430</b>	<b>\$ 728</b>	<b>\$ 8,739</b>	<b>\$ 43,693</b>	<b>\$ 2,119</b>	<b>\$ 25,425</b>	<b>\$ 127,124</b>		
<b>Purchase Cost Per Printed Page</b>	<b>\$</b>														
Black & White		0.02 per page													
Color		0.12 per page													

7  
1  
6  
9  
8  
3

## Reason Codes

PROXIMITY: User(s) are not in close PROXIMITY to a similar network printer.  
 SPECIAL: User(s) frequently use SPECIAL forms, papers, or envelopes.  
 CONFIDENTIAL: User(s) frequently print CONFIDENTIAL information.

DISPOSITION	MANUFACTURER	DESCRIPTION	DEPARTMENT	LOCATION	TYPE	\$ PER MONTH	REASONS
REPLACE	HEWLETT-PACKARD	LASERJET 4050TN	ADMINISTRATION	ADMIN SECRETARY	NETWORK COLOR	55.54	SPECIAL
DISCARD	HEWLETT-PACKARD	DESKJET 880C	ADMINISTRATION	ASST CITY MGR	NETWORK COLOR	55.54	SPECIAL
REPLACE	HEWLETT-PACKARD	LASERJET 4050TN	ADMINISTRATION	CITY CLERK	NETWORK COLOR	55.54	SPECIAL
DISCARD	HEWLETT-PACKARD	LASERJET 4200TN	ADMINISTRATION	HR COORD	NETWORK COLOR	55.54	SPECIAL
DISCARD	HEWLETT-PACKARD	LASERJET 3700DN COLOR	ADMINISTRATION	SHARED	NETWORK COLOR	55.54	PROXIMITY
REPLACE	HEWLETT-PACKARD	LASERJET 4050TN	BUILDING	BACK COUNTER	NETWORK COLOR	55.54	PROXIMITY
REPLACE	HEWLETT-PACKARD	LASERJET 4000TN	BUILDING	FRONT DESK	NETWORK COLOR	55.54	PROXIMITY
DISCARD	HEWLETT-PACKARD	PHOTOSMART 7960	BUILDING	FRONT DESK KIOSK	NETWORK COLOR	55.54	PROXIMITY
REPLACE	HEWLETT-PACKARD	LASERJET 3700DN COLOR	FINANCE	SHARED	NETWORK COLOR	55.54	PROXIMITY
REPLACE	HEWLETT-PACKARD	LASERJET 4200TN	ENGINEERING	SHARED	NETWORK COLOR	55.54	PROXIMITY
REPLACE	HEWLETT-PACKARD	LASERJET 4250TN	FINANCE	ACCT PAYABLE	NETWORK COLOR	55.54	PROXIMITY
DISCARD	HEWLETT-PACKARD	LASERJET 4050N	FINANCE	ASST FIN DIR	NETWORK COLOR	55.54	PROXIMITY
DISCARD	HEWLETT-PACKARD	LASERJET 4050N	FINANCE	BUDGET			
DISCARD	HEWLETT-PACKARD	LASERJET 4500N COLOR	FINANCE	CFO			
KEEP	HEWLETT-PACKARD	LASERJET 9000N	FINANCE	WORKROOM	NETWORK HIGH VOLUME		SPECIAL
REPLACE	HEWLETT-PACKARD	LASERJET 3700DN COLOR	FIRE STATION 1	COPIER ROOM	NETWORK COLOR	55.54	PROXIMITY
DISCARD	HEWLETT-PACKARD	DESKJET 880C	FIRE STATION 1	DUTY OFFICE			
REPLACE	HEWLETT-PACKARD	LASERJET 2200DN	FIRE STATION 1	FIRE CHIEF	WORKGROUP BLACK & WHITE	28.86	CONFIDENTIAL
DISCARD	HEWLETT-PACKARD	DESKJET 880C	FIRE STATION 1	OPERATIONS			
DISCARD	HEWLETT-PACKARD	DESKJET 880C	FIRE STATION 1	PUBLIC EDUC			
DISCARD	HEWLETT-PACKARD	DESKJET 880C	FIRE STATION 1	RADIO ROOM			
REPLACE	HEWLETT-PACKARD	LASERJET 4050TN	FIRE STATION 1	SECRETARY	WORKGROUP BLACK & WHITE	28.86	CONFIDENTIAL
DISCARD	HEWLETT-PACKARD	DESKJET 950C	FIRE STATION 1	SHARED			
DISCARD	HEWLETT-PACKARD	DESKJET 350CBI	FIRE STATION 1	TRAINING			
DISCARD	HEWLETT-PACKARD	DESKJET 880C	FIRE STATION 1	TRAINING			
REPLACE	HEWLETT-PACKARD	DESKJET 880C	FIRE STATION 2	DUTY OFFICE	NETWORK COLOR	55.54	PROXIMITY
REPLACE	HEWLETT-PACKARD	DESKJET 880C	FIRE STATION 3	DUTY OFFICE	NETWORK COLOR	55.54	PROXIMITY
DISCARD	HEWLETT-PACKARD	DESIGNJET 800 42" PLOTTER	ENGINEERING	SHARED			
REPLACE	HEWLETT-PACKARD	DESKJET 5550	MEDIA	CITY HALL	NETWORK COLOR	55.54	PROXIMITY
DISCARD	HEWLETT-PACKARD	LASERJET 2100TN	MEDIA	FRONT DESK			
DISCARD	HEWLETT-PACKARD	LASERJET 4050N	PLANNING	ADMIN ASST			
DISCARD	HEWLETT-PACKARD	LASERJET 4100N	POLICE	2ND FLOOR			
REPLACE	HEWLETT-PACKARD	LASERJET 2200DN	POLICE	ACCOUNTING	WORKGROUP BLACK & WHITE	28.86	CONFIDENTIAL
DISCARD	HEWLETT-PACKARD	LASERJET 2100TN	POLICE	ADMIN CMDR (VACANT)			
REPLACE	HEWLETT-PACKARD	LASERJET 4200TN	POLICE	ADMIN SECRETARY	NETWORK COLOR	55.54	PROXIMITY
REPLACE	HEWLETT-PACKARD	LASERJET 4050N	POLICE	CHIEF	WORKGROUP BLACK & WHITE	28.86	CONFIDENTIAL
DISCARD	HEWLETT-PACKARD	DESKJET 380C	POLICE	D.A.R.E.			
REPLACE	HEWLETT-PACKARD	LASERJET 4050N	POLICE	DUTY OFFICE	WORKGROUP BLACK & WHITE	28.86	CONFIDENTIAL
DISCARD	HEWLETT-PACKARD	LASERJET 2100TN	POLICE	EVIDENCE OFFICER			
REPLACE	HEWLETT-PACKARD	LASERJET 2100TN	POLICE	INVEST CMDR	WORKGROUP BLACK & WHITE	28.86	CONFIDENTIAL
DISCARD	HEWLETT-PACKARD	LASERJET 4050TN	POLICE	INVEST SECRETARY			
REPLACE	HEWLETT-PACKARD	DJ PRO K550 DTN	POLICE	INVESTIGATIONS	NETWORK COLOR	55.54	PROXIMITY
KEEP	HEWLETT-PACKARD	LASERJET 3700DN COLOR	POLICE	INVESTIGATIONS CRIME ROOM	K550 FROM INVESTIGATIONS		PROXIMITY
DISCARD	HEWLETT-PACKARD	PHOTOSMART 7960	POLICE	PLANNING			
REPLACE	HEWLETT-PACKARD	LASERJET 2100TN	POLICE	PROPERTY CONTROL	NETWORK COLOR	55.54	PROXIMITY
REPLACE	HEWLETT-PACKARD	LASERJET 4050N	POLICE	RECORDS	NETWORK COLOR	55.54	PROXIMITY
KEEP	HEWLETT-PACKARD	DJ PRO K550 DTN	POLICE	RECORDS			SPECIAL
DISCARD	HEWLETT-PACKARD	LASERJET 6PXI	POLICE	RECORDS FILE ROOM			
DISCARD	HEWLETT-PACKARD	LASERJET 4200TN	POLICE	RECORDS FRONT DESK			
REPLACE	HEWLETT-PACKARD	LASERJET 2200DN	POLICE	REPORT WRITING	NETWORK COLOR	55.54	PROXIMITY
REPLACE	HEWLETT-PACKARD	LASERJET 4200TN	POLICE	SERVICE MANAGER	WORKGROUP BLACK & WHITE	28.86	CONFIDENTIAL
DISCARD	HEWLETT-PACKARD	PHOTOSMART 7960	POLICE	SERVICE MANAGER			
REPLACE	HEWLETT-PACKARD	LASERJET 2100TN	POLICE	SOCIAL WORKER	WORKGROUP BLACK & WHITE	28.86	PROXIMITY
DISCARD	HEWLETT-PACKARD	DESKJET 9300	POLICE	TRAFFIC UNIT			
REPLACE	HEWLETT-PACKARD	LASERJET 2100TN	POLICE	WATCH CMDR	WORKGROUP BLACK & WHITE	28.86	CONFIDENTIAL
REPLACE	HEWLETT-PACKARD	LASERJET 2200DN	POLICE	WNIHS	WORKGROUP BLACK & WHITE	28.86	PROXIMITY
REPLACE	HEWLETT-PACKARD	LASERJET 2200DN	POLICE	WWHS	WORKGROUP BLACK & WHITE	28.86	PROXIMITY
DISCARD	HEWLETT-PACKARD	DESKJET 950C	PUBLIC WORKS	ASST DIRECTOR			
REPLACE	HEWLETT-PACKARD	DESKJET 880C	PUBLIC WORKS	CITY GARDENER	WORKGROUP BLACK & WHITE	28.86	PROXIMITY
REPLACE	HEWLETT-PACKARD	LASERJET 2200DTN	PUBLIC WORKS	ELECTRIC SUPER	WORKGROUP BLACK & WHITE	28.86	PROXIMITY
KEEP	OKI	COLOR LED PRINTER	PUBLIC WORKS	ENGINEER			
REPLACE	HEWLETT-PACKARD	LASERJET 2200DN	PUBLIC WORKS	GARAGE	NETWORK COLOR	55.54	PROXIMITY
DISCARD	HEWLETT-PACKARD	LASERJET 4050TN	PUBLIC WORKS	SECRETARY			
REPLACE	HEWLETT-PACKARD	LASERJET 4200TN	PUBLIC WORKS	SECRETARY	NETWORK COLOR	55.54	PROXIMITY
KEEP	RICOH	AFICIO G7500	PUBLIC WORKS	SEWER SUPERVISOR			
KEEP	OKI	COLOR LED PRINTER	PUBLIC WORKS	SIGN SHOP			
DISCARD	HEWLETT-PACKARD	LASERJET 2100TN	PUBLIC WORKS	SIGN SUPERVISOR			
REPLACE	HEWLETT-PACKARD	LASERJET 2200DN	PUBLIC WORKS	STREET SUPERVISOR	WORKGROUP BLACK & WHITE	28.86	PROXIMITY
DISCARD	HEWLETT-PACKARD	LASERJET 4200TN	PUBLIC WORKS	SUN ROOM			
KEEP	RICOH	AFICIO G7500	WATER	CONTROL ROOM			
DISCARD	HEWLETT-PACKARD	DESKJET 880C	WATER	DIRECTOR			
REPLACE	HEWLETT-PACKARD	LASERJET 4050N	WATER	METER READER (MOVE TO LUNCH RM)	NETWORK COLOR	55.54	SPECIAL
REPLACE	HEWLETT-PACKARD	LASERJET 4050TN	WATER	SECRETARY	NETWORK COLOR	55.54	SPECIAL



Digital imaging  
products, sales  
and service



Impact Networking, LLC  
953 Northpoint Boulevard  
Waukegan, Illinois 60085  
www.impactnetworking.com

phone 888.752.0052  
fax 847.785.2251

## Sales Order

### Invoice to:

The City Of Wheaton

COMPANY NAME

Chad Michaelis

CONTACT

303 W. Wesley Street

ADDRESS

Wheaton, IL. 60189

CITY/STATE/ZIP

630 260-2179

PHONE NUMBER

FAX NUMBER

E-MAIL

PURCHASE  LEASE All Purchases are 50% down / 50% upon delivery

QUANTITY	PRODUCT NO.	DESCRIPTION	UNIT COST	AMOUNT
(20)	KM 5025	Includes Duplex Units		(See Lease)
(14)	KM 4000			

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.

**Subtotal**

**Tax**

**Freight**

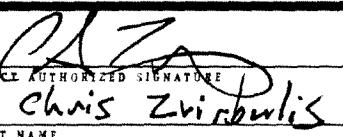
**Total**

(See Lease)

### Notes

This order is contingent upon Board approval at the 10/01/07 meeting. If the Board does not approve then this

lease and service agreement are null and void. Impact will allow the City of Wheaton to 100  
725' at #26.42 & KM 2000' at #20.53 each until 4/08.

  
IMPACT AUTHORIZED SIGNATURE DATE  
Chris Zvirbulis  
PRINT NAME

  
CUSTOMER AUTHORIZED SIGNATURE DATE  
Michael J. Oreck  
PRINT NAME

### For Office Use Only

CUSTOMER NUMBER CUST. ORDER NUMBER DATE ORDERED DATE REQUIRED SHIP VIA REP. NUMBER



Digital imaging  
products, sales  
and service

KYOCERA

Corporate Office  
Impact Networking, LLC  
953 Northpoint Boulevard  
Waukegan, Illinois 60085  
[www.impactnetworking.com](http://www.impactnetworking.com)

phone 888.752.0052  
fax 847.785.2251

## Maintenance Agreement

**Proposal for:**

The City Of Wheaton

COMPANY NAME

Chad Michaelis

CONTACT

303 W. Wesley Street

ADDRESS

Wheaton, IL. 60189

CITY/STATE/ZIP

630 260-2179

PHONE NUMBER

FAX NUMBER

**Machine Location:**

Same

COMPANY NAME

CONTACT

ADDRESS

CITY/STATE/ZIP

PHONE NUMBER

FAX NUMBER

**E-MAIL****E-MAIL**

- 3 Hour Response Time Guaranteed with State-Of-The-Art Call System.
- Emergency Calls 7 Days A Week 24 Hours A Day
- Full Line Factory Trained Technicians
- All Parts Replaced at No Charge (Unless Otherwise Noted).
- Proactive Preventive Maintenance, Including 100% Labor And Parts.

- Protection for Your Business Investment.
- Protection Against The Rising Costs Of Parts and Labor.
- In-Office Or Carry-In Service.
- Toll Free Number For Technical Support And Training.
- iManager - Online account management

**Maintenance Agreement Options**

Model	Serial Number	Equipment I.D.	Beginning Meter	<input type="checkbox"/> Annual Base	<input type="checkbox"/> Semi-Annual	Copies/Prints	Excess Copy Charge	Misc Charge
(20) KM FS -C5025's				Lease		1,747,740 b/w	\$0.0100	
(14) KM FS-4000DN				Lease		349,560 color	\$0.0700	

\* This excess copy charge is locked in for the term of the contract.

Block of Time	Hourly Rate:	# Hours Included:	Amount:
Phone System Maintenance	Monthly Rate:	# Months Included:	Amount:

Notes: *Impact will copy up to 1,747,740 b/w pages per year. Any copies above this amount will be billed at \$0.0100 per page. Impact will copy up to 349,560 color pages per year. Any copies above this amount will be billed at \$0.0700 per page.*

The term of this Agreement is 60 months from the effective date. Impact agrees to furnish the Customer in accordance with the terms and conditions of this Agreement. This contract is for 60 month(s) or the stated amount of copies, whichever comes first. Any copies above the stated amount will be billed at excess charge. Contract includes all supplies except paper and staples.  Yes  No *[Redacted]* *C82*

**Contract Effective Dates:** From: \_\_\_\_\_ Through: \_\_\_\_\_

**Agreement:** Please return with payment in full. This contract is legally binding upon signature, and/or purchase order. No service will be performed until payment is received. This agreement is non-cancellable for the term specified herein, except as provided herein. The additional terms and conditions on the reverse side hereof are incorporated in and made part of this agreement, no one is authorized to change, alter, or amend the terms or conditions of this agreement unless agreed to in writing by the president of Impact Networking. Freight is charged to the client on all agreements, whether they include supplies or not. All prices in effect for 30 days from Impact representative signature date.

Submitted by:

IMPACT AUTHORIZED SIGNATURE

DATE

CUSTOMER AUTHORIZED SIGNATURE

DATE

For Office Use Only

CUST. NUMBER PROG. TYPE EXCESS CODE CHECK/P.O. NUMBER DATE REC'D COMM. REP. NUMBER

## Terms and Conditions

## COPY SERVICES RENTAL AGREEMENT

Please fax completed Agreement to 1-866-FAX-USXL (1-866-329-8795)  
 Questions or need assistance? Call 1-550-USXL (1-866-550-8795)

This Agreement has been written in "Plain English". When we use the words **you** and **your** in this Agreement, we mean the user of the Equipment described below. When we use the words **we**, **us**, and **our**, we mean **US Express Leasing, Inc.** Our address is 300 Laniex Plaza, Parsippany, New Jersey 07054.

<b>CUSTOMER INFORMATION</b>	Customer Name <b>City of Wheaton</b>	Customer Address/City/State/Zip <b>303 W. Wesley Street, Wheaton, IL 60187</b>	Customer Phone <b>630-260-2179</b>
	Equipment Location (if different from above)		Tax On
<b>SUPPLIER</b>	Supplier Name ("SUPPLIER") <b>Impact Networking, LLC.</b>		Supplier Address/City/State/Zip <b>953 Northpoint Blvd., Waukegan, IL 60085</b>

EQUIPMENT	Make / Model / Accessories	Serial Number	Starting Meter
(20) Kyocera FS-C5025N			
(14) Kyocera FS-4000DN			

RENTAL TERMS	PAYMENT AMOUNT
Term in Months <b>60</b> (mos.) 24/12/07 - 24/12/08	<b>\$ 1,515.01</b>
Minimum Monthly Copy Allowance <b>3,200</b> (24/12/07 - 24/12/08)	Rental Payment Period is Monthly Unless Otherwise Indicated Overages billed quarterly at \$ <b>1.75</b> per copy

**END OF TERM OPTIONS:** You will have the following options at the end of the original term, provided the Rental Agreement has not terminated early and not event of default under the Rental Agreement has occurred and is continuing.  Fair Market Value Purchase Option  \$1.00 Purchase Option

### TERMS AND CONDITIONS

BY SIGNING THIS AGREEMENT: (i) YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ON THE FRONT AND SECOND PAGE OF THIS AGREEMENT, (ii) YOU AGREE THAT THIS RENTAL IS A NET RENTAL THAT YOU CANNOT TERMINATE OR CANCEL, YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS DUE UNDER THIS AGREEMENT, AND YOU CANNOT WITHHOLD, SETOFF OR REDUCE SUCH PAYMENTS FOR ANY REASON, (iii) YOU WILL USE THE EQUIPMENT ONLY FOR BUSINESS PURPOSES, (iv) YOU WARRANT THAT THE PERSON SIGNING THIS AGREEMENT FOR YOU HAS THE AUTHORITY TO DO SO AND TO GRANT THE POWER OF ATTORNEY SET FORTH IN SECTION 7 OF THIS AGREEMENT, (v) YOU CONFIRM THAT YOU DECIDED TO ENTER INTO THIS AGREEMENT RATHER THAN PURCHASE THE EQUIPMENT FOR THE TOTAL CASH PRICE AS DEFINED IN SECTION 1, AND (vi) YOU AGREE THAT THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY AND YOU CONSENT TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN NEW JERSEY. YOU AND WE EXPRESSLY WAIVE ANY RIGHTS TO A TRIAL BY JURY.

### US EXPRESS LEASING, INC.

Owner  
**X**

Authorized Signature

Customer

Authorized Signature

Print Name & Title

Date

Print Name & Title

Date

### PERSONAL GUARANTY

THIS PERSONAL GUARANTY CREATES SPECIFIC LEGAL OBLIGATIONS. When we use the words **you** and **your** in this Personal Guaranty, we mean the Personal Guarantor(s) indicated below. When we use the words **we**, **us** and **our** in this Personal Guaranty, we mean US Express Leasing, Inc. In consideration of our entering into the Copy Services Agreement identified above ("Agreement"), you unconditionally and irrevocably guarantee to us, our successors and assigns the prompt payment and performance of all obligations of the Customer identified above under the Agreement. You agree that this is a guaranty of payment and not of collection, and that we can proceed directly against you without first proceeding against the Customer or against the equipment covered by the Agreement. You waive all defenses and notices, including those of protest, presentment and demand. You agree that we can renew, extend or otherwise modify the terms of the Agreement and you will be bound by such changes. If the Customer defaults under the Agreement, you will immediately perform all obligations of the Customer under the Agreement, including, but not limited to, paying all amounts due under the Agreement. You will pay to us all expenses (including attorneys' fees) incurred by us in enforcing our rights against you or the Customer. This is a continuing guaranty which will not be discharged or affected by your death and will bind your heirs and personal representatives. You waive any rights to seek repayment from the Customer in the event you must pay us. If more than one personal guarantor has signed this Personal Guaranty, each of you agrees that your liability is joint and several. You authorize us or any of our assignees to obtain credit bureau reports regarding your personal credit, and make other credit inquiries that we determine are necessary.

THIS PERSONAL GUARANTY IS GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY. YOU CONSENT TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN NEW JERSEY. YOU EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY.

**X**

Personal Guarantor (no title)

Personal Guarantor (no title)

Print Name

Date

Print Name

Date

Home Street Address/City/State/Zip

Home Street Address/City/State/Zip

Social Security Number

Phone No.

Social Security Number

Phone No.

### ACKNOWLEDGMENT OF DELIVERY

You certify that all the Equipment listed above has been delivered to you, and that delivery and installation has been fully completed and satisfactory. Further, all terms and conditions of the Agreement have been reviewed and agreed to by you. Upon your signing below, your promises herein will be irrevocable and unconditional. You understand and agree that we have purchased the Equipment from the above Supplier, whom you may contact for warranty claims, which we assume to you for the term of the Agreement. Your signature is a full acknowledgement of our purchase of the Equipment from the Supplier, as defined, and your acceptance of a condition precedent to the effectiveness of the Agreement.

SIGNED:	CUSTOMER:	SIGNATURE:	TITLE:
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**1. AGREEMENT; DELIVERY AND ACCEPTANCE.** You agree to rent the equipment and any other equipment described on the front and second page. If you have entered into any purchase or supply contract ("Supply Contract") with any Supplier, you assign to us your rights under such Supply Contract, but none of your obligations (other than the obligation to pay for the Equipment if it is accepted by you as stated below and you timely deliver to us such documents and assurances as we request.) You will arrange for the delivery of the Equipment to you. When you receive the Equipment, you agree to inspect it to determine if it is in good working order. The Equipment will be deemed irrevocably accepted by you upon the earlier of: (a) the delivery to us of a signed Delivery and Acceptance Certificate (if requested by us), or (b) 10 days after delivery of the Equipment to you if you previously you have not given written notice to us of your non-acceptance ("Acceptance Date"). The initial term shall commence on a date designated by us after receipt of all required documentation and acceptance by us (the "Commencement Date"). You agree to pay interim rent for the period between the Acceptance Date and the Commencement Date. The first Rental Payment is due on or before the Commencement Date, as invoiced by us, unless in the Advance Payments box of the Term and Payment Schedule on the front of this Agreement it is specified that 0 Advance Payments are due, in which case the first Rental Payment will be due on the date specified by us in the month following the Commencement Date, and the remaining Rental Payments will be due on the same day of each subsequent month (or such other time period specified on the front of this Agreement) at an address specified by us in writing. You promise to pay us the Minimum Monthly Payment amount, plus any Overages as stated on the front of this Agreement. ~~Notwithstanding the above, you will pay us the Minimum Monthly Payment amount, plus any Overages as stated on the front of this Agreement, in the month following the Commencement Date (which is all amounts we have earned in~~

**3. DEFAULT.** Each of the following is a "Default" under this Agreement: (a) you fail to pay any Rental Payment or any other payment within 10 days of its due date, (b) you do not perform any of your other obligations under this Agreement or in any other agreement with us or with any of our affiliates and this failure continues for 10 days after we have notified you of it, (c) you become insolvent, you dissolve or are dissolved, or you assign your assets for the benefit of your creditors, or enter (voluntarily or involuntarily) any bankruptcy or reorganization proceeding; (d) any guarantor of this Agreement dies, does not perform its obligations under the guaranty, or becomes subject to one of the events listed in clause (b) or (c) above.

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Initial Term shall commence on a date designated by us after receipt of all required documentation and acceptance by us (the "Commencement Date"). You agree to pay interest for the period between the Acceptance Date and the Commencement Date. The first Rental Payment is due on or before the Commencement Date, as invoked by us, unless in the Advance Payments box of the Term and Payment Schedule on the front of this Agreement it is specified that 0 Advance Payments are due, in which case the first Rental Payment will be due on the date specified by us in the month following the Commencement Date, and the remaining Rental Payments will be due on the same day of each subsequent month (or such other time period specified on the front of this Agreement) at an address specified by us in writing. You promise to pay us the Minimum Monthly Payment amount, plus any Overages as stated on the front of this Agreement. Minimum Monthly Payment means the amount specified in the Advance Payments box of the Term and Payment Schedule (which is all amounts we have paid in

connection with the purchase, delivery and installation of the Equipment, including any trade-up and buyout amount(s) differs from the estimated Total Cash Price, The Rental Payment is also subject to change. If the Commencement Date occurs 30 days or more after the date we approved your application for this Rental and the loan on US Treasury Notes that most closely matures three years after the Rental approval date (as published by the US Federal Reserve Bank) increases by twenty five basis points or more during that 30 day period, if any Rental Payment or other amount payable to us is not paid within 3 days of its due date, you will owe us a rate change not to exceed the greater of 10% of each late payment or \$20.00 (or such lesser amount as may be required by law).

only at the Equipment Location, shown on the front of this Agreement. You may not move the Equipment without our prior written consent. At your own cost and expense, you will keep the Equipment eligible for any manufacturer's certification, in compliance with all applicable laws and in good condition, except for ordinary wear and tear. You will not make any alterations, additions or replacements to the Equipment without our prior written consent. All alterations, additions and replacements will become part of the Equipment and our property at no cost or expense to us. We may inspect the Equipment at any time.

the Equipment to us in good condition and repair, except for ordinary wear and tear, to any place in the United States that we tell you and upon our request, you will provide us with a certification from the manufacturer or its authorized representative as to the Equipment's condition. To the extent that any portion of the Equipment consists of software or other licensed products, you will return all tangible items of software and destroy all intangible items of software, certify in writing to us that you have complied with the above requirements, have no retained such software in any form and will not use the software after termination. You will pay all expenses of deinstalling, crating and shipping and you will

**4. TAXES AND FEES.** You will pay all excise taxes, sales and use taxes, personal property taxes, and all other taxes and charges, which may be imposed by any governmental entity during the term of this Rental, arising from the use, acquisition, ownership or renting of the Equipment, whether due before or after termination of the Rental Agreement. You will reimburse us for all administrative costs associated with the preparation, filing, payment, and other costs necessary to properly administer taxes associated with the Equipment. Where required by law, we will file the personal property tax returns with the appropriate governmental entity.

**5. LOSS OR DAMAGE.** As between you and us, you are responsible for any loss, theft or destruction of or damage to, the Equipment (collectively "Loss") from any cause at all, whether or not insured until it is delivered to us at the end of this Agreement. You are required to make all Rental Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, estimable for any purpose for which it was originally intended, or (b) replace the Equipment with a new or substantially new unit of the same or similar type and quality.

**6. INSURANCE.** You will provide and maintain at your expense (a) property insurance against the loss, theft, or destruction of, or damage to, the Equipment for its full replacement value, naming us as loss payee, and (b) public liability and third party property insurance, naming us as an additional insured. You will give us certificates or other evidence of such insurance when requested. Such insurance will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days advance notice of any cancellation or material change of such insurance. If you do not

not give us evidence of insurance acceptable to us, we have the right, but not the obligation, to obtain insurance covering our interest in the Equipment for the term or the term, including any renewal or extensions. We may add the costs of acquiring and maintaining such insurance, and our fees for our services in placing and maintaining such insurance (collectively, "Insurance Charge"), to the amounts due from you under this Agreement. You will pay the Insurance Charge in equal installments allocated to the remaining Rental Payments. Nothing in this Agreement will create an insurance relationship of any type between us and any other person. You acknowledge that we are not required to secure or maintain any rental insurance, and we will not be liable to you if we terminate any insurance coverage that we arrange.

**7. TITLE, RECORDING.** We are the owner of and will hold title to the Equipment throughout the term of this Agreement. You will keep the Equipment free of all liens and encumbrances. To protect our rights in the Equipment, in the event this Agreement is determined to be a security agreement, you grant us a first priority security interest in the Equipment (including any replacements, substitutions, additions, attachments and proceeds). You will deliver to us such signed documents as we may request to protect our interest in the Equipment. **YOU IRREVOCABLY AUTHORIZE US TO FILE A COPY OF THIS AGREEMENT AND/OR ANY OTHER DOCUMENT AS A FINANCING STATEMENT AND APPOINT US OR OUR DESIGNEE AS YOUR ATTORNEY-IN-FACT TO EXECUTE AND FILE, ON YOUR BEHALF, IF REQUIRED, SUCH FINANCING STATEMENTS COVERING THE EQUIPMENT AS WE MAY DEEM NECESSARY AND REIMBURSE US FOR COST OF SUCH FILINGS AND LIEN SEARCHES.**

# No-Risk Guarantee

1. **Lifetime Guarantee** – New equipment is guaranteed to perform to manufacturer's specifications during the time of your contract. If we are not able to repair the equipment in your office, we will provide you with a free temporary replacement until the repair has been completed. If your equipment cannot be repaired, we will replace it with equipment of equal or greater capabilities at no additional charge.
2. **Service Response Guarantee** – We will respond to your emergency service call on a down machine with an average of **Three** hours or less, from 8:00 a.m. to 5:00 p.m., Monday through Friday excluding holidays. If the elapsed time exceeds Four Business hours from when you call is placed and our service technician arrives at your office, you will receive a \$50.00 Credit Voucher redeemable on any future purchase.
3. **Supplies Guarantee** – Our supplies meet all rigid manufacturer's specifications. Supplies are competitively priced and kept in our inventory for immediate shipment
4. **The No-Risk Guarantee** – Equipment can be returned within 30 days of installation if you are not completely satisfied with hardware or service provided by Impact Networking (Based on Manufacturer's Specifications)

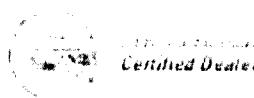


Chris Zvirbulis, Regional Manager

9/25/07

Date

impact



KODAK  
certified  
dealer

R-163-07



## ADDENDUM TO LEASE AGREEMENT

Please fax completed and signed Addendum to 1-866-329-8795  
 Questions or need assistance? Call 1-866-550-8795

LEASE No.: 20027211

**LESSEE NAME AND ADDRESS: WHEATON CITY OF  
 303 W. WESLEY ST. WHEATON, IL 60187**

This Addendum supplements the provisions of the Lease Agreement identified by the Lease Number specified above ("Lease"). You and we make this Addendum an integral part of the Lease. Capitalized terms used in this Addendum that are not defined will have the meanings specified in the Lease. If there is any conflict between the Lease and this Addendum, then this Addendum will control and prevail.

**1. Funding Intent.** You reasonably believe that funds can be obtained sufficient to make all Lease Payments and other payments during the term of this Lease. You affirm that funds to pay Lease Payments and other payments under this Lease are available for your current fiscal year. You and we agree that your obligation to make Lease Payments under this Lease will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in this Lease will be interpreted as a pledge of your general tax revenues, funds or moneys.

**2. Use of Equipment.** The Equipment will be operated and controlled by you and will be used for essential government purposes and will be essential for the term of this Lease.

**3. Signatures.** You warrant you have taken the necessary steps; including any legal bid requirements under applicable law to arrange for acquisition of the Equipment; the approval and execution has been in accordance with all applicable open meeting laws; and that a resolution of the governing body of Lessee authorizing execution of the Lease has been duly adopted and remains in full force and effect.

**4. Non-Appropriation of Funds.** If sufficient funds are not appropriated and budgeted by your governing body in any fiscal year for Lease Payments or other payments due under this Lease, this Lease will terminate as of the last day of your fiscal year for which funds for Lease Payments are available. You will give us written notice within fifteen (15) days of the occurrence of such non- appropriation. Such termination is without any expense or penalty, except for the portions of the Lease Payments and those expenses associated with your return of the Equipment in accordance with Section 3 of this Lease for which funds have been budgeted and appropriated or are otherwise legally available. You agree that, to the extent permitted by law, (x) you will not terminate this Lease if any funds are appropriated by you or to you for the acquisition or use of equipment or services performing similar functions to the Equipment during your fiscal year in which such termination would occur and (y) you will not spend or commit funds for the acquisition or use of equipment or services performing functions similar to the Equipment until the fiscal year following the fiscal year for which funds were first not available for the Lease Payments.

**All other terms and conditions of the Lease shall remain in full force and effect.**

**IMPACT NETWORKING, LLC**

**WHEATON CITY OF**

Lessor

**X**

Lessee

**X**

Authorized Signature

Authorized Signature

Print Name & Title

Print Name & Title

10/31/07

Date

Date