

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

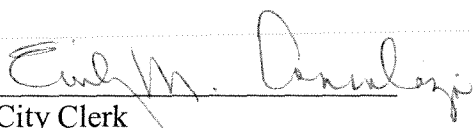
WHEREAS, Impact Networking, LLC of Waukegan, Illinois, and US Express Leasing, Inc. of Parsippany, New Jersey, have submitted a proposal to provide printer equipment, supplies, and services; and

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:


City Clerk


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 Itself

Proposed Purchase

Supplies (No Service)
Capital Equipment Replacement

Comparison Using 80% of Estimated Pages	Comparison Using 100% of Estimated Pages
\$76,900.80	\$96,123.60
\$31,000.00	\$31,000.00
\$107,900.80	\$127,123.60

Proposed Lease

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	Monthly Cost	Count			
ADMINISTRATION		3			\$111	2	\$111	5	2
BUILDING		1			\$111	2	\$111	3	2
ENGINEERING		1			\$56	1	\$56	2	1
FINANCE		3		1	\$111	2	\$111	6	3
FIRE STATION 1		7			\$113	3	\$113	10	3
FIRE STATION 2					\$56	1	\$56	1	1
FIRE STATION 3					\$56	1	\$56	1	1
MEDIA		1			\$56	1	\$56	2	1
PLANNING		1						1	0
POLICE		10		2	\$537	14	\$537	26	16
PUBLIC WORKS		4		3	\$198	5	\$198	12	8
WATER		1		1	\$111	2	\$111	4	3
Grand Total		32		7	\$1,515	34	\$1,515	73	41

Kyocera applauded for reducing energy consumption

The latest report from analysts TCGlobal 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

		Base Lease Cost			Color Pages			Black & White Pages						Per Printer	Per Printer
		Per Printer			Included in Contract*			Included in Contract*			Total Contract Cost			Per Month	Per Year
Type	Count	\$ Per Month	Annual	5 Years	\$ Per Month	Annual	5 Years	\$ Per Month	Annual	5 Years	\$ Per Month	Annual	5 Years		
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
Grand Total	34				\$ 408	\$ 4,894	\$ 24,469	\$ 291	\$ 3,495	\$ 17,477	\$ 1,515	\$ 18,179	\$ 90,895		
Lease Cost Per Printed Page		\$			Monthly Color Pages			Monthly Black & White Pages							
Black & White		0.01 per page			5826			17466							
Color		0.07 per page			5826			11662							
					5826			29128							
Purchase		Capital Cost Per Printer			Color Pages			Black & White Pages			Total Cost			Per Printer	Per Printer
														Per Month	Per Year
Comparable HP Printers	Count	\$ Per Month	Annual	5 Years	\$ Per Month	Annual	5 Years	\$ Per Month	Annual	5 Years	\$ Per Month	Annual	5 Years		
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
	34				\$ 699	\$ 8,389	\$ 41,947	\$ 583	\$ 6,991	\$ 34,954	\$ 1,798	\$ 21,580	\$ 107,901		
Purchase Cost Per Printed Page		\$													
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 Month	Per Printer Per Year
		\$ Per Month	Annual	5 Years	\$ Per Month	Annual	5 Years	\$ Per Month	Annual	5 Years	\$ Per Month	Annual	5 Years		
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
Grand Total	34				\$ 510	\$ 6,117	\$ 30,584	\$ 364	\$ 4,369	\$ 21,847	\$ 1,690	\$ 20,276	\$ 101,380		
Lease Cost Per Printed Page		\$			Monthly Color Pages			Monthly Black & White Pages							
Black & White		0.01 per page			7282			21833							
Color		0.07 per page			7282			14578							
								36411							
Purchase		Capital Cost Per Printer			Color Pages			Black & White Pages			Total Cost			Per Month	Per Year
Comparable HP Printers	Count	\$ Per Month	Annual	5 Years	\$ Per Month	Annual	5 Years	\$ Per Month	Annual	5 Years	\$ Per Month	Annual	5 Years		
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
	34				\$ 874	\$ 10,486	\$ 52,430	\$ 728	\$ 8,739	\$ 43,693	\$ 2,119	\$ 25,425	\$ 127,124		
Purchase Cost Per Printed Page		\$													
Black & White		0.02 per page													
Color		0.12 per page													

216000

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			
REPLACE	HEWLETT-PACKARD	LASERJET 4050TN	ADMINISTRATION	CITY CLERK	NETWORK COLOR	55.54	SPECIAL
DISCARD	HEWLETT-PACKARD	LASERJET 4200TN	ADMINISTRATION	HR COORD			
DISCARD	HEWLETT-PACKARD	LASERJET 3700DN COLOR	ADMINISTRATION	SHARED			
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	SPECIAL
DISCARD	HEWLETT-PACKARD	PHOTOSMART 7960	BUILDING	FRONT DESK KIOSK			
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			
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 300 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 880C	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	WNHS	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			PROXIMITY
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

R-68-07



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

Ship to:

Same

COMPANY NAME

CONTACT

ADDRESS

CITY/STATE/ZIP

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 add 525's at \$26.42 & KM 2000's at \$20.53 each until 4/08.

	9/25/07		10/3/07
IMPACT AUTHORIZED SIGNATURE	DATE	CUSTOMER AUTHORIZED SIGNATURE	DATE
Chris Zvirbulis		Michael J. Green	
PRINT NAME		PRINT NAME	

For Office Use Only

CUSTOMER NUMBER	CUST. ORDER NUMBER	DATE ORDERED	DATE REQUIRED	SHIP VIA	REP. NUMBER
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Terms and Conditions

1. If equipment is moved beyond Impact's service zones, Impact may elect to cancel this Agreement and will refund the unused portion of the maintenance charge. Impact is the only company authorized to move equipment from the customer's location. Impact will charge customer for move, based on current rates.

2. All customers with service contracts including supplies will be shipped enough supplies each month for a 30 day period, based on customer's actual volume.

3. This Agreement covers both the labor and the material for adjustments, repairs and replacements of parts as required under normal use of the equipment except as hereinafter provided. Damage to the equipment or its parts arising out of misuse, abuse, negligence, incorrect power and/or outlet, or causes beyond Impact's control are not covered. In addition, Impact may terminate this Agreement in the event the equipment is modified, damaged, altered or serviced by personnel other than those employed by Impact.

4. Service calls under this Agreement will be made during our normal business hours at the Customer address shown on the reverse side of this Agreement. Customer agrees to pay for all travel and labor time for service calls after our normal hours, on weekends and on holidays at overtime rates in effect at the time the service call is made. Impact provides 24/7 service by calling 888-752-0052. rates are given at time of call.

5. Labor performed during a service call includes lubrication and cleaning of the equipment and adjustment, repair or replacement of parts described in Paragraph 7.

6. Customer agrees to:

- a. Provide suitable electrical service and maintain proper environmental conditions.
- b. Pay for any special servicing that may be required to prepare the equipment for movement or to reinstall and adjust after a movement.
- c. Provide Impact Networking LLC with meter readings as needed and to accept estimated meter readings based on service history for billing purposes.

7. All parts necessary for the normal maintenance of the equipment and subject to the general scope of coverage, will be furnished free of charge during a service call included in the maintenance service provided by this Agreement, unless otherwise noted.

8. ~~Impact shall be responsible for the maintenance of the equipment and shall provide the necessary parts and labor to keep the equipment in good working condition. Impact shall not be responsible for the maintenance of the equipment and shall not provide the necessary parts and labor to keep the equipment in good working condition. Impact shall not be responsible for the maintenance of the equipment and shall not provide the necessary parts and labor to keep the equipment in good working condition.~~

9. This Agreement shall become effective upon customer signature or Purchase Order Number and shall continue until the end of the agreed copy volume or time, whichever occurs first, unless canceled by Impact or if Customer breaches its obligation hereunder or otherwise to Impact. If not canceled this agreement shall be automatically self-renewing unless prior notice of termination is given in writing by either party not less than ninety days prior to any renewal date. Renewal prices are subject to change in accordance with current volume and current prices.

10. The initial charge for maintenance under this Agreement shall be the amount set forth on the reverse side hereof. The Customer agrees to pay all additional charges for maintenance provided hereunder ^{p.30 CBZ} days from the date of invoice for such charges. A late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is less, shall be charged on all overdue amounts from the date of invoice until paid. The Customer understands that alterations, attachments or specification changes may require an increase in maintenance charges and agrees to pay such charges promptly when due.

11. If the Customer fails to pay any amount when due hereunder or under any other agreement / order, Impact may (i) refuse to service the equipment until payment in full, including any late payment fees, are made; (ii) furnish service on a C.O.D. "per call" basis at published rates; (iii) terminate this Agreement; and/or (iv) exercise any and all other remedies to which it may be entitled. The Customer agrees to pay Impact for all costs and expenses incurred by Impact in establishing or enforcing its right hereunder.

If the Customer upgrades its equipment covered by this Agreement to other Impact products, Impact will credit the unused portion of the Agreement towards a new equipment maintenance covering the new equipment at the published price in effect at the time of the upgrade for a one year period.

12. ~~Impact shall be responsible for the maintenance of the equipment and shall provide the necessary parts and labor to keep the equipment in good working condition. Impact shall not be responsible for the maintenance of the equipment and shall not provide the necessary parts and labor to keep the equipment in good working condition. Impact shall not be responsible for the maintenance of the equipment and shall not provide the necessary parts and labor to keep the equipment in good working condition.~~

13. The equipment Impact sells is designed to give excellent performance with Impact supplies, including paper, developer, toner and fuser oil. If the Customer uses other than the supplies specifically manufactured for the use in the equipment that is covered and such supplies are defective or not acceptable for use in the equipment, and they cause service problems or abnormally frequent service calls, or damage the equipment, then Impact may, at its option, terminate this Agreement and refund the unused portion of the maintenance charges. In that event, the Customer will be offered service on a "per call" basis at published rates, or Impact may, at its option, decline to make a service call. Impact may also decline to service the equipment for the purpose of converting the equipment to use supplies of a different manufacturer other than those supplies then being used. It is not a condition of this Agreement, however, that the Customer use only Impact authorized supplies.

14. IMPACT MAKES NO WARRANTIES, EXPRESSED OR IMPLIED INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.. IMPACT SHALL NOT BE LIABLE FOR DELAYS IN MAKING REPAIRS NOR FOR SPECIAL OR CONSEQUENTIAL DAMAGES CAUSED BY ANY REASON.

15. This Agreement shall be governed by and construed exclusively according to the internal laws of the state of Illinois. It constitutes the entire Agreement between the parties and supersedes all prior Agreements, proposals and communications, oral or written, concerning the subject matter of this Agreement. Impact shall not be bound by any modification or waiver of the Agreement unless agreed to in writing by the President of Impact Networking LLC.

16. This Agreement shall not be binding on Impact until approved by the President of Impact Networking LLC.

R-68-07

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 Lanidex Plaza, Parsippany, New Jersey 07054.

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

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

RENTAL TERMS	PAYMENT AMOUNT
Term in Months 60 (mos.)	\$ 1,515.01
Minimum Monthly Copy Allowance 29,124	Rental Payment Period is Monthly Unless Otherwise Indicated
	Overages billed quarterly at \$ 01.30 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

☒

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 have no right 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.

☒

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.

RECEIPT/DATE OF DELIVERY

You certify that all the Equipment listed above has been received by 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 your warranty agent, subject to your review of the terms of the Agreement. Your approval to be indicated below of our purchase of the Equipment from the Supplier is hereby and your signature is a condition precedent to the effectiveness of the Agreement.

DATED:	CUSTOMER:	SIGNATURE:	TITLE:
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R-68-07

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1. **AGREEMENT; DELIVERY AND ACCEPTANCE.** You agree to rent the equipment and any other property shown on the front of this Agreement (collectively "Equipment") on the terms and conditions 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) 10 days after delivery of the Equipment to you and 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 of your non-acceptance of all required documentation and the Acceptance Date (the "Commencement Date"). You agree to pay in full for the Equipment by the Commencement Date and the Commencement Date. The first Rental Payment is due on or before the Payment Schedule on the front of this Agreement. It is specified that 0 Advances Payments are due, in which case the first Rental Payment will be due on the date specified by us in the month following the 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 to the above, the Rental Payment~~ ~~connection with the purchase, delivery and installation of the Equipment, including any trade-up and buyout amounts) 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 the Rental and the yield 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 the basis points or more during that 30 day period. If any Rental Payment or other amount payable to us is each late payment or \$20.00 (or such lesser rate or amount as is the maximum allowable under applicable law.) Payments which are not paid within 30 days of when due shall accrue interest at 1.5% per month (or such lesser rate as is the maximum rate allowable under applicable law) from such 30th day until paid in full.~~
2. **NO WARRANTIES.** We are renting the Equipment to you "AS-IS." YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE THE EQUIPMENT. WE DO NOT REPRESENT THE MANUFACTURER OR THE SUPPLIER, AND YOU HAVE SELECTED THE EQUIPMENT AND SUPPLIER BASED UPON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. YOU AGREE THAT REASONABLENESS OF CAUSE, WE ARE NOT RESPONSIBLE FOR AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL, OR INDEMNIFY. YOU AGREE THAT NEITHER SUPPLIER NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF SUPPLIER IS OUR AGENT OR HAS ANY AUTHORITY TO SPEAK FOR US OR TO BIND US IN ANY WAY. We transfer to you for the term of this Agreement any warranties made by the manufacturer or Supplier under a Supply Contract.
3. **EQUIPMENT LOCATION; USE AND REPAIR; RETURN.** You will keep and use the Equipment 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 reasonable time. Unless you purchase the Equipment in accordance with this Agreement, within 10 days of the expiration or earlier termination of this Agreement you will deliver 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 not released such software in any form and will not use the software after termination. You will pay all expenses of dismantling, crating and shipping and you will insure the Equipment for its full replacement value during shipping.
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 with respect to the Equipment. Where required by law, we will file the personal property tax returns that we anticipate will be due during the year.
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, eligible for any manufacturer's certification, or (b) pay us the amount specified in Section 6(b) below.
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 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 of this Agreement, 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 TO 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.
8. **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 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 involuntarily go bankrupt or reorganization proceeding; (d) any guarantor of this Agreement does, does not perform its obligations under the guaranty, or becomes subject to one of the events listed in clauses (b) or (c) above.
9. **REMEDIES.** If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Agreement or any or all other agreements that we have entered into with you; (b) we may require you to immediately pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) all unpaid Rental Payments for the remainder of the term plus our anticipated residual interest in the Equipment, if applicable, plus (ii) all other amounts due or that become due under this Agreement; (c) we may require you to deliver the Equipment to us as set forth in Section 3 and terminate use of any software component of the Equipment; (d) we or our agent may peacefully repossess the Equipment without court order and you will not make any claims against us for damages or trespass or any other reason; and (e) we may exercise any other right or remedy available at law or in equity. You agree to pay all of our costs of enforcing our rights against you, whether in a bankruptcy proceeding or otherwise, including reasonable attorneys' fees. If we take possession sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You will remain responsible for any amounts that are due after we have applied such net proceeds.
10. **ASSIGNMENT; YOU MAY NOT ASSIGN, SELL, TRANSFER OR SUBRENT THE EQUIPMENT OR YOUR INTEREST IN THIS AGREEMENT.** We may, without notifying you, sell, assign, or transfer this Agreement and our rights to the Equipment. You agree that the new owner will have the same rights and benefits that we have now under this Agreement but not our obligations. The rights of the new owner will not be subject to any claim, defense or set-off that you may have against us.
11. **PURCHASE OPTION; AUTOMATIC RENEWAL.** If no Default exists under this Agreement, you will have the option at the end of the Initial or any renewal term to purchase all (but not less than all) of the Equipment at the Purchase Option price shown on the front of this Agreement, plus any applicable taxes. Unless the Purchase Option price is \$1.00, you must give us at least 60 days written notice before the end of the Initial term that you will purchase the Equipment or that you will return the Equipment to us. If you do not give us such written notice or if you do not purchase or deliver the Equipment in accordance with the terms and conditions of this Agreement, this Agreement will automatically renew for an additional 90-day period, and then on a monthly basis until you exercise a purchase option or deliver the Equipment to us. During such renewal(s) the Rental Payment will remain the same. We may cancel an automatic renewal term by sending you written notice 10 days prior to such renewal term. If the Fair Market Value Purchase Option has been selected, we will use our reasonable judgment to determine the Equipment's fair market value, the fair market value (in use and in place) will be determined at your expense by an independent appraiser selected by us. Upon payment of the Purchase Option price, we shall transfer our interest in the Equipment to you "AS-IS, WHERE-IS" without any representation or warranty whatsoever and this Agreement will terminate. With respect to items of Equipment consisting of software, your right to continue use of such software will be subject to the applicable license agreement.
12. **INDEMNIFICATION.** You are responsible for any losses, damages, penalties, claims, suits and actions (collectively "Claims"), whether based on a theory of strict liability or otherwise caused by or related to (a) the manufacture, installation, ownership, use, rental, possession, or delivery of the Equipment or (b) any defects in the Equipment. You agree to reimburse us for and if we request, to defend us against, any Claims.
13. **MISCELLANEOUS; FAX SIGNATURES.** You agree that the terms and conditions contained in this Agreement make up the entire agreement between you and us regarding the Rental of the Equipment. Any claim in any of the terms and conditions of this Agreement must be in writing and signed by us. You agree, however, that we are authorized, without notice to you, to supply misleading information or correct obvious errors in this Agreement. All of our parties and intermediaries will survive the termination of this Agreement. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of interest permitted to be charged or collected by applicable law, and any such excess payment will be applied to Rental Payments in or in place of interest, and any remaining excess will be refunded to you. If you do not perform any of your obligations under this Agreement, we have the right, but not the obligation, to take any action or pay any amounts that we believe are necessary to protect our interests. You agree to reimburse us immediately upon our demand for any such amounts that we pay. If more than one customer has signed this Agreement, each of you agrees that your liability is joint and several. Any signature, execution and delivery of any document or instrument may be satisfied in our discretion and to the extent permitted by the UCC by authentication of such document or instrument as a record within the meaning of Article 9 of the UCC. A fax version of your signature on the Agreement when received by us shall be binding upon you as if originally signed. However, this Agreement shall be binding on us only if signed by us. Both you and we agree that the version of this Agreement with our original signatures shall constitute the original authoritative version.
14. **MAINTENANCE AND SUPPLIES.** The charges established by this Agreement include payment for the use of the designated equipment, accessories and maintenance (during normal business hours). Paper must be separately purchased by the customer. Toner not included in this Agreement may be billed separately. If necessary, the service and supply portion of this Agreement may be assigned.
15. **OVERAGES AND COST ADJUSTMENTS.** You agree to comply with any billing procedures designated by us, including notifying us of the meter reading at the end of each month. At the end of the first year of this Agreement and once each successive twelve month period, we may increase the base usage charge per copy and the per copy charge over the base minimum by a maximum of not greater than 15% of the existing charge. You may not carry over any credits in any month in which you make fewer copies than the Minimum Copies per month.
16. **TRANSACTION BILLING.** In order to facilitate an orderly transaction, including installation and training and to provide a uniform billing cycle, the "Effective Date" of this Agreement will be the fifteenth (15th) day of the month following installation. You agree to pay a prorated amount for the period between the installation date and the Effective Date. This payment for the transaction period will be based on the Base Minimum Usage Payment prorated on a 30-day calendar month and will be added to your first invoice.

No-Risk Guarantee

1. **Lifetime Guarantee** – New equipment is guaranteed to perform to manufacture'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 you 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 Manufactory's Specifications)

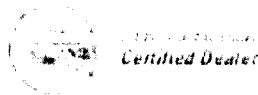


Chris Zvirbulis, Regional Manager

9/25/07

Date

impact



KBULEND
mild

2-168-07



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

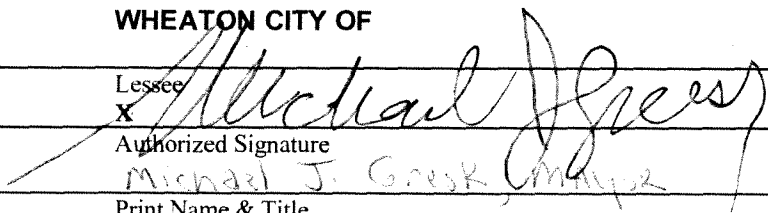
This Addendum supplements the provisions of the Lease Agreement identified by the Lease Number specified above ("Lease"). You and we make this Addendum an integral part of the Lease. Capitalized terms used in this Addendum that are not defined will have the meanings specified in the Lease. If there is 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	Lessee
X	X 
Authorized Signature	Authorized Signature
Print Name & Title	Michael J. Gresh, Mayor
Date	10/3/07