

VILLAGE OF STICKNEY

6533 West Pershing Road
Stickney, Illinois 60402-4048
Phone - 708-749-4400
Fax - 708-749-4451



Jeff Walik
Village President

Mary Hrejsa
Tim Kapolnek

Village Trustees
Mitchell Milenkovic
Sam Savopoulos

Leandra Torres
Jeff White



Audrey McAdams
Village Clerk

CALL FOR SPECIAL MEETING

The President for the Village of Stickney, Illinois hereby issues this call for the purpose of requiring that a Special Meeting be held on Thursday, March 28, 2019 at 4:00 p.m. at the Village Hall to consider the matters on the attached Agenda. The meeting will be held at Stickney Village Hall, 6533 Pershing Road, Stickney, Illinois 60402.

In accordance with the foregoing, the Village Clerk or Village staff are hereby required to cause the attached Notice to be served upon the Village President and all Trustees.

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SPECIAL MEETING
BOARD OF TRUSTEES
Stickney Village Court Room
6533 W. Pershing Road

Thursday, March 28, 2019

4:00 p.m.

Special Meeting Agenda

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. A Resolution Authorizing the Village to Issue Withdrawal Notice to the Intergovernmental Risk Management Agency Subject to Certain Conditions
5. A Resolution Authorizing and Approving a Certain Copier Purchase Agreement with Konica Minolta Business Solutions U.S.A., Inc. for the Village of Stickney
6. Public Comment
7. Adjournment

Posted March 26, 2019 at or before 4:00 p.m.

RESOLUTION NO. 04 -2019

**A RESOLUTION AUTHORIZING THE VILLAGE TO ISSUE WITHDRAWAL NOTICE TO THE
INTERGOVERNMENTAL RISK MANAGEMENT AGENCY SUBJECT TO CERTAIN
CONDITIONS**

WHEREAS, the Village of Stickney (the "Village") is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Village has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs, and to review, interpret and amend its ordinances, rules and regulations; and

WHEREAS, the Village President (the "President") and the Board of Trustees of the Village (the "Board" and with the President, the "Corporate Authorities") are committed to ensuring the general welfare of the Village and its residents and to operating efficiently as a unit of government; and

WHEREAS, the Village is and has been a Member of the Intergovernmental Risk Management Agency ("IRMA"), which currently serves as the Village's primary risk management and insurance carrier; and

WHEREAS, the Village, in good stewardship of taxpayer dollars, is conducting due diligence relative to the pricing and services provided by IRMA, as well as other potential risk management and insurance carriers; and

WHEREAS, pursuant to Section 4.05 of the IRMA Contract and Bylaws, a Member must give at least one hundred-twenty (120) days-notice prior to withdrawing from IRMA (the "Withdrawal Notice") and further provide a resolution of the corporate authority of the Member authorizing such member to withdraw from IRMA; and

WHEREAS, Section 4.05 of the IRMA Contract and Bylaws also states that only members who provide written notice of withdrawal nine (9) months or more in advance of the end of IRMA's fiscal year, but no later than March 30th, to be effective at the end of any fiscal year of IRMA, shall receive the remaining balance of its Member Reserve Account; and

WHEREAS, should the Village decide to withdraw from IRMA after the completion of its due diligence, the Village would desire to terminate its Member status with IRMA effective January 1, 2020, and have the remaining balance of its Member Reserve Account returned to the Village; and

WHEREAS, the Village hereby requests from IRMA time to engage in due diligence until August 31, 2019, for the Village to have the option to request that the Withdrawal Notice can be rescinded, if necessary; and

WHEREAS, the Corporate Authorities of the Village believe it is in the best interests of the Village and its residents to have the option to rescind the Village's Withdrawal Notice from IRMA and also maintain its ability to retain the funds in the Village's Member Reserve Account

as provided by IRMA policies, should the results of the Village's due diligence reveal a cost savings or other compelling reason to withdraw from IRMA.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF STICKNEY, COOK COUNTY, ILLINOIS, as follows:

SECTION 1: RECITALS. The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2: PURPOSE. The purpose of this Resolution is to authorize that a notice be given by and through this resolution to IRMA notifying it of the Village's intention to withdraw from IRMA at the end of this IRMA fiscal year pursuant to Section 4.05 of the IRMA Contract and Bylaws and to further authorize the President or his designee to take all steps necessary to carry out the terms and intent of this Resolution and to ratify any steps taken to effectuate those goals.

SECTION 3: AUTHORIZATION. The Board hereby authorizes and directs the President or his designee to approve and send this Resolution and any other necessary Withdrawal Notices to IRMA in accordance with its terms, or any modifications thereof, and to ratify any and all previous action taken to effectuate the intent of this Resolution. The Board further authorizes and directs the President or his designee to execute the Withdrawal Notice with such insertions, omissions and changes as shall be approved by the President and the Attorney. The Village Clerk is hereby authorized and directed to attest to and countersign the Withdrawal Notice, or any other required documents to effectuate the withdrawal, and any other documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. The officers, agents and/or employees of the Village shall take all action necessary or reasonably required by the Village to carry out, give effect to and consummate the purpose of this Resolution and shall take all action necessary in conformity therewith.

SECTION 4: HEADINGS. The headings of the articles, sections, paragraphs and subparagraphs of this Resolution are inserted solely for the convenience of reference and form no substantive part of this Resolution nor should they be used in any interpretation or construction of any substantive provision of this Resolution.

SECTION 5: SEVERABILITY. The provisions of this Resolution are hereby declared to be severable and should any provision of this Resolution be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

SECTION 6: SUPERSEDER. All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

SECTION 7: PUBLICATION. A full, true and complete copy of this Resolution shall be published in pamphlet form or in a newspaper published and of general circulation within the Village as provided by the Illinois Municipal Code, as amended.

SECTION 8: EFFECTIVE DATE. This Resolution shall be effective and in full force immediately upon passage and approval as provided by law.

PASSED this ____ day of _____, 2019.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this ____ day of _____, 2019.

Jeff Walik, President

ATTESTED AND FILED in my
office this ____ day of
_____, 2019.

Audrey McAdams, Village Clerk

RESOLUTION NO. 05 -2019

A RESOLUTION AUTHORIZING AND APPROVING A CERTAIN COPIER PURCHASE AGREEMENT WITH KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC. FOR THE VILLAGE OF STICKNEY

WHEREAS, the Village of Stickney (the "Village") is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Village has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs, and to review, interpret and amend its ordinances, rules and regulations; and

WHEREAS, the Village President (the "President") and the Board of Trustees of the Village (the "Board" and with the President, the "Corporate Authorities") are committed to ensuring the general welfare of the Village and its residents and to operate efficiently as a unit of government; and

WHEREAS, the Village and Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") desire to enter into an agreement for the purchase of a copier and other related equipment (the "Purchase Agreement"), including the installation and set-up of said copier and related equipment for the Village; and

WHEREAS, KMBS and the Village are desirous of and willing to enter into the Purchase Agreement, with terms substantially similar to the agreement attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Corporate Authorities have determined that it is necessary, advisable and in the best interests of the Village and its residents to enter into and approve an agreement with substantially the same terms as the terms of the Purchase Agreement; and

WHEREAS, the Corporate Authorities deem it in the best interest of the Village to enter into the Purchase Agreement to purchase a copier and related equipment from KMBS; and

WHEREAS, the President is authorized to enter into and the Village Attorney (the "Attorney") is authorized to revise agreements for the Village making such insertions, omissions and changes as shall be approved by the President and the Attorney;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF STICKNEY, COOK COUNTY, ILLINOIS, as follows:

SECTION 1: RECITALS. The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2: PURPOSE. The purpose of this Resolution is to authorize the President or his designee to enter into the Purchase Agreement with KMBS to purchase a copier and related equipment from KMBS and to further authorize the President or his designee to take all

steps necessary to carry out the terms and intent of this Resolution and to ratify any steps taken to effectuate those goals.

SECTION 3: AUTHORIZATION. The Board hereby authorizes and directs the President or his designee to authorize, enter into and approve the Purchase Agreement in accordance with its terms, or any modifications thereof, and to ratify any and all previous action taken to effectuate the intent of this Resolution. The Board further authorizes and directs the President or his designee to execute the Purchase Agreement with such insertions, omissions and changes as shall be approved by the President and the Attorney. The Village Clerk is hereby authorized and directed to attest to and countersign the Purchase Agreement and any other documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. The officers, agents and/or employees of the Village shall take all action necessary or reasonably required by the Village to carry out, give effect to and consummate the purpose of this Resolution and shall take all action necessary in conformity therewith.

SECTION 4: HEADINGS. The headings of the articles, sections, paragraphs and subparagraphs of this Resolution are inserted solely for the convenience of reference and form no substantive part of this Resolution nor should they be used in any interpretation or construction of any substantive provision of this Resolution.

SECTION 5: SEVERABILITY. The provisions of this Resolution are hereby declared to be severable and should any provision of this Resolution be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

SECTION 6: SUPERSEDER. All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

SECTION 7: PUBLICATION. A full, true and complete copy of this Resolution shall be published in pamphlet form or in a newspaper published and of general circulation within the Village as provided by the Illinois Municipal Code, as amended.

SECTION 8: EFFECTIVE DATE. This Resolution shall be effective and in full force immediately upon passage and approval as provided by law.

[THIS SPACE INTENTIONALLY LEFT BLANK]

PASSED this ____ day of _____, 2019.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this ____ day of _____, 2019.

Jeff Walik, President

ATTESTED AND FILED in my
office this ____ day of
_____, 2019.

Audrey McAdams, Village Clerk

EXHIBIT A

ADDENDUM TO THE ORDER AGREEMENT BETWEEN THE VILLAGE OF STICKNEY AND KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.

This Addendum (this "Addendum") to the agreement previously entered into on the 27 day of March, 2019 by and between the Village of Stickney (the "Village") and Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") (the "Original Agreement") is attached to and made a part of the Original Agreement, which includes the KMBS Standard Sales Terms and Conditions – Schedule A (Updated December 1, 2018) (the "Terms and Conditions"). Together, this Addendum and the Original Agreement may be referred to as the "2019 Agreement."

In consideration of the mutual covenants and agreements hereinafter contained and as set forth in the Agreement and this Addendum, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby mutually agreed by and between the Village and KMBS to amend the Agreement as follows:

- A-1. Integration. The Original Agreement and this Addendum shall be deemed to be one and the same instrument. All capitalized terms not specifically defined in this Addendum shall have the same meaning as given to such terms in the Original Agreement. To the extent that any conflicts exist between the Original Agreement, and this Addendum, the terms and provisions of this Addendum shall in all instances control and prevail. Except where specifically amended herein, all terms and conditions of the Agreement remain in full force and effect. This Addendum may not be modified or altered except in a writing signed by authorized representatives of both the Village and KMBS.
- A-2. Amendment to Section 110 of the Terms and Conditions. Section 110 of the Terms and Conditions shall be updated as follows:

110. WARRANTY: KMBS warrants that the Products are free from all defects in material and workmanship. This warranty extends to the original buyer and shall be for a period of one hundred-eighty (180) days. Within the period of this warranty, KMBS shall repair or replace, free of charge, any of the Products proving defective in material or workmanship. All repairs or replacements must be performed by KMBS or its agent. All such repairs or replacements shall be made within three (3) business days of written notice by the Village of such a defect. All expenses incurred by the Village during this warranty period resulting from defective Products shall be borne by or reimbursed by KMBS.

~~ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE ARE HEREBY DISCLAIMED BY KMBS AND WAIVED BY CUSTOMER. IF ANY 3RD PARTY~~

Order Agreement

Check Applicable Box

☒ Purchase☐ **Lease**☐ Other:

INVOICE TO Account #		SOLD TO Account # SO 0000882641		SHIP TO Account #	
Legal Name VILLAGE OF STICKNEY		Legal Name VILLAGE OF STICKNEY		Legal Name VILLAGE OF STICKNEY	
Attn Line 1		Attn Line 1		Attn Line 1	
Attn Line 2		Attn Line 2		Attn Line 2	
Street Address 6533 W PERSHING RD		Street Address 6533 W PERSHING RD		Street Address 6533 W PERSHING RD	
City STICKNEY State IL Zip 60402-4048		City STICKNEY State IL Zip 60402-4048		City STICKNEY State IL Zip 60402-4048	
Tax Exempt <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Copy Required)		Tax Exempt #		P.O. Expiration Date	
P.O. Required <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Copy Required)		P.O. #		P.O. Expiration Date	
Payment Terms: NET 30 DAYS		Credit Card <input type="checkbox"/> Yes, I want to pay by Credit Card. Please provide contact name/phone below. <input type="checkbox"/> Pay in Full (including applicable tax) <input type="checkbox"/> Partial Payment, Amount \$ Contact Name: Phone:		Check # Amount	
Requested Delivery Date: SEE ATTACHED		Maintenance Contract <input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Declined			
QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER	PRICE EACH	EXTENDED
1	A79K011	BIZHUB C558 COPIER/PRINTER		\$ 8,417.83	\$ 8,417.83
1	7670525507	DELIVERY CHARGE - LEVEL 2		\$ 175.00	\$ 175.00
1	7640018095	BASIC NETWORK SERVICE - BNS05		\$ 500.00	\$ 500.00
1	A9HFWY2	PC-215 2-WAY PAPER FEED CABINET (2		\$ 660.09	\$ 660.09
1	A87GWY3	FS-536 FINISHER (50 SHEETS)		\$ 839.58	\$ 839.58
1	A3ETW11	PK-520 2/3 HOLE PUNCH UNIT (FS-534		\$ 325.41	\$ 325.41
1	A87JWY2	RU-513 RELAY UNIT		\$ 107.70	\$ 107.70
1	A883012	FK-514 FAX KIT (SUPPORTS 1ST & 2ND		\$ 574.39	\$ 574.39
QTY	MATERIAL #	SUPPLY - MATERIAL DESCRIPTION		PRICE EACH	EXTENDED
1	A9E8430	TONER TN514C (YIELD: 26,000)	N/A	\$ 0.00	\$ 0.00
1	A9E8130	TONER TN514K (YIELD: 28,000)	N/A	\$ 0.00	\$ 0.00
1	A9E8330	TONER TN514M (YIELD: 26,000)	N/A	\$ 0.00	\$ 0.00
1	A9E8230	TONER TN514Y (YIELD: 26,000)	N/A	\$ 0.00	\$ 0.00
			N/A		
			N/A		
ADDITIONAL CHARGES				Additional Charges	
<input type="checkbox"/> Network <input type="checkbox"/> Removal <input type="checkbox"/> Other				TOTAL \$ 11,800.00 (TOTAL is exclusive of applicable taxes)	
PICK UP		Requested Removal Date: 03/21/2019			
QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER		
1	A00J010	**BIZHUB C550	A00J010011584		
COMMENTS					

Maintenance Agreement

Customer Information

Sold to Acct #:	0000882641	Payer/Bill to Acct #:		Ship to Acct #:	
Name:	VILLAGE OF STICKNEY	Name:	VILLAGE OF STICKNEY	Name:	VILLAGE OF STICKNEY
Attn/Dept:		Attn/Dept:		Attn/Dept:	
Ste/Rm:		Ste/Rm:		Ste/Rm:	
Address:	6533 W PERSHING RD	Address:	6533 W PERSHING RD	Address:	6533 W PERSHING RD
City:	STICKNEY	City:	STICKNEY	City:	STICKNEY
State:	IL	State:	IL	State:	IL
Zip:	60402-4048	Zip:	60402-4048	Zip:	60402-4048
Tax Exempt Customer? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Tax Exemption Number:		Tax Exemption Certificate must be attached when applicable.	
PO Required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		PO Number:		PO Expiration Date:	
PO must be attached when applicable.					
<input type="checkbox"/> Individual PO <input type="checkbox"/> Blanket PO		PO Contact:		Email:	
Fleet Manager? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Name:		Email:	
				Ph:	

Coverage / Billing Options

Coverage Options:

Select Options:

- ☒ Supply Inclusive
☐ After Hours Service - Requires After Hours Agreement
☒ Decline Digital Connected Support*

* Digital Connect Support will be added automatically billed at \$12.00 per serial number monthly, unless declined above.

Billing Options:

Initial Term In Months:

Flat Rate Frequency:

Meter Frequency:

Aggregate Volume:

- MFP**
☐ 36 ☐ 48 ☒ 60 ☐ Other _____
☒ Monthly ☐ Quarterly ☐ Annually
☒ Monthly ☐ Quarterly ☐ Annually
☐ B/W ☐ Color

Select Options:

- ☐ Toner (Black Only)
☐ 20lb Bond Roll Paper
☐ Decline Digital Connected Support*

Wide Format

- ☐ 36 ☐ 48 ☐ 60 ☐ Other _____
☐ Monthly
☐ Monthly

All Devices

Effective Date:

Billing Day:

- ☒ On Install ☐ Date: _____
☒ Selected by KMBS ☐ Preferred Day: _____ (29th, 30th, and 31st are not an available selection)

Internal Use

Maintenance Pricing

MA #:

MFP		Monthly Minimum		Monthly Flat Rate \$	Cost Per Copy Rate \$	Start Meter	Sub Fleet	Price Plan
Item	Model Description	Serial Number	Type	Volume				
1	BIZHUB C558 COPIER/PRINTER		Color		0.04950			
			B/W		0.00500			
2			Color					
			B/W					
3			Color					
			B/W					

☐ Additional Equipment on Schedule B

Wide Format

Item	Model Description	Serial Number	Type	Volume (Sq. Feet)	Monthly Flat Rate \$	Cost Per Square Foot	Start Meter	Sub Fleet	Price Plan
1			Color						
			B/W						

☐ Additional Equipment on Schedule C

Comments

CPC COMMENTS -

CPC LOCK FOR 60 MONTHS. STAPLES INCLUDED

For Internal Use

Maintenance:	<input type="checkbox"/> with Equipment Order	<input type="checkbox"/> Maintenance Only	<input type="checkbox"/> Billed by KMBS	<input type="checkbox"/> Billed by Lease Company	<input type="checkbox"/> Dealer Serviced
Originating:	120605	JOHN MCPARTLIN	JMCPARTLIN@KMBS.KONICAMINOLTA.US	24403	Processed
Order Taking:	120605	JOHN MCPARTLIN	JMCPARTLIN@KMBS.KONICAMINOLTA.US		
Servicing:	120605	JOHN MCPARTLIN	JMCPARTLIN@KMBS.KONICAMINOLTA.US		

KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.

100 Williams Drive, Ramsey, NJ 07446 (201) 825-4000 www.kmbs.konicaminolta.us

Form: 1011-050117-OS

ED 3/27

Equipment Removal Authorization

Customer: VILLAGE OF STICKNEYPick Up Address: VILLAGE OF STICKNEY, 6533 W PERSHING RD, STICKNEY, IL, 60402-4048

Equipment being removed from Customer's Location:

Make: <u>C550</u>	Model: <u>**BIZHUB C550</u>	Serial Number: <u>A00J010011584</u>
Make: _____	Model: _____	Serial Number: _____
Make: _____	Model: _____	Serial Number: _____

☒ **Customer Owned Asset:**

Customer represents and warrants that it has good title to the equipment, free and clear of any lien, mortgage, encumbrance or security interest of any kind. Customer agrees to defend, indemnify and hold Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") harmless from any loss, damage claim, liability or expense of any kind (including, but not limited to, court costs and attorney's fees) arising or resulting from a breach of this representation and warranty of good title and/or the authority, expressed or apparent, of Customer to trade-in or transfer the equipment. Upon signing this Agreement, Customer surrenders possession of the equipment and all components contained therein to KMBS. Customer further agrees that the surrendered equipment will be available for pick-up at the same time that any new equipment is delivered. If the surrendered equipment is not available for pick-up at time of new equipment delivery, customer will be invoiced an additional charge for the separate pick-up.

☐ **Lease Company Owned Asset:**

Lease Company Name: _____	Lease #: _____
<input type="checkbox"/> Upgrade to Return	KMBS will resolve current lease obligation. Asset belongs to the Lease Company. KMBS will ship back to Lease Company.
<input type="checkbox"/> Upgrade to Keep	KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
<input type="checkbox"/> Buyout to Keep	KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
<input type="checkbox"/> End of Lease Return	Asset belongs to the Lease Company. KMBS will return equipment listed above to the respective leasing company upon receipt of a written Return Authorization Letter and Shipping Instructions. In the event KMBS does not receive a Return Authorization Letter and Shipping Instructions within 90 days of equipment pick up from Customer's location, and Customer has not made additional arrangements with KMBS for storage, the equipment listed above will be returned to Customer's location of pick up with no further obligation of KMBS.

Unless itemized as part of the equipment order, KMBS will invoice the Customer for the Shipping Fee(s) associated with return of the equipment to the designated return address provided by the Lease Company.

Shipping Fee(s) to Be Invoiced to Customer: _____

End of Lease Return requiring interim storage of equipment requires pre-authorization from the Regional Operations Manager and Market Vice President and is subject to availability of storage space in a KMBS warehouse or arrangement for offsite storage.

Comments:



MyKMBS.com
Access Request Form

Customer Name: VILLAGE OF STICKNEY

Business Class: ☐ Corporate Acct ☐ National ☐ Government ☒ Branch

New or Existing Customer: ☐ New ☒ Existing

SAP Account #: 0000882641/0000882641
Required if existing

Serial Number(s):
(Include at least one)

1	_____	4	_____	7	_____
2	_____	5	_____	8	_____
3	_____	6	_____	9	_____

USER	<p>Role: <input checked="" type="checkbox"/> Fleet Manager* <input type="checkbox"/> Local Manager** <input type="checkbox"/> Meters Only <input type="checkbox"/> Order Supplies Only <input type="checkbox"/> Service Calls Only</p> <p>If Fleet Manager or Local Manager is selected, also check one of the following: <input type="checkbox"/> Set-up to view all locations <input type="checkbox"/> Set-up to view only the location(s) linked to specified serial number(s)</p> <p>First Name: <u>BETH</u> Last Name: <u>LUKAS</u> <small>Required</small></p> <p>Email: <u>BLUKAS@VILLAGEOFSTICKNEY.COM</u> <small>Required</small></p>
	<p>Role: <input type="checkbox"/> Fleet Manager* <input type="checkbox"/> Local Manager** <input type="checkbox"/> Meters Only <input type="checkbox"/> Order Supplies Only <input type="checkbox"/> Service Calls Only</p> <p>If Fleet Manager or Local Manager is selected, also check one of the following: <input type="checkbox"/> Set-up to view all locations <input type="checkbox"/> Set-up to view only the location(s) linked to specified serial number(s)</p> <p>First Name: _____ Last Name: _____ <small>Required</small></p> <p>Email: _____ <small>Required</small></p>
	<p>Role: <input type="checkbox"/> Fleet Manager* <input type="checkbox"/> Local Manager** <input type="checkbox"/> Meters Only <input type="checkbox"/> Order Supplies Only <input type="checkbox"/> Service Calls Only</p> <p>If Fleet Manager or Local Manager is selected, also check one of the following: <input type="checkbox"/> Set-up to view all locations <input type="checkbox"/> Set-up to view only the location(s) linked to specified serial number(s)</p> <p>First Name: _____ Last Name: _____ <small>Required</small></p> <p>Email: _____ <small>Required</small></p>
<p>* Fleet Manager - All capabilities of Local Managers as well as the ability to manage users and see reports. ** Local Manager - Gives user the ability to place supply orders, initiate service calls, report meter reads and pay invoices by credit card. Have customer alert his/her IT Department to accept the following email addresses: meterreads@kmbs.konicaminolta.us activation@kmbs.konicaminolta.us extranet@kmbs.konicaminolta.us</p>	
KMBS	<p>Representative: <u>JOHN MCPARTLIN</u> Territory Code: <u>120605</u> Sales Manager: <u>ANTONETTE TOBIN</u> Territory Code: <u>103023</u> Corporate Acct Mgr: _____ Territory Code: _____ Branch Name: <u>244 - DOWNERS GROVE</u> Branch Number: <u>244</u> <small>If Applicable</small></p> <p>Branch forms are to be submitted with your sales order to your local branch administrators For Corporate, National, and Government accounts, email completed form to mykmbs.nad@kmbs.konicaminolta.us</p>
COMMENTS	

Order Package Acceptance Agreement

Customer Name/Address:

VILLAGE OF STICKNEY
6533 W PERSHING RD
STICKNEY, IL 60402-4048

Customer's signature below constitutes Customer's acceptance of the preceding forms in this Order Package (as identified by Order Package ID S00486372 time stamped 03/18/19 12:35 PM).

Customer's signature below also acknowledges Customer's consent to:

- a) 'KMBS Standard Sales Terms and Conditions - Schedule A (Updated December 1, 2018)' and
- b) 'KMBS Standard Maintenance Terms and Conditions - Schedule A (Updated December 1, 2018)',

both of which are available in hardcopy upon request or online at <https://kmbs.konicaminolta.us/SalesTerms-L86B> and <https://kmbs.konicaminolta.us/MaintenanceTerms-N04D> respectively, terms of which are incorporated into this agreement. If payment by credit card is indicated above, Customer hereby grants KMBS the authority to charge the Customer's credit card in the amount indicated (plus applicable taxes). KMBS assumes no responsibility to pick-up, return to any party, and/or resolve any financial obligations on any existing Customer equipment except as specifically stated in this Agreement or separately executed form.

Not binding on KMBS until signed by KMBS Manager.

Authorized Customer Representative

Name: _____
(Please Print)

Signature: _____

Title: _____

Date: _____

KMBS Representative

Name: John McPartlin
(Please Print)

Signature: _____

Date: 3/27/19

KMBS Manager

Name: Antonette Tobin
(Please Print)

Signature: _____

Date: 3/27/19

~~SOFTWARE OR SERVICES ARE INCLUDED AT THE TIME OF SALE, THOSE WARRANTIES WOULD BE COVERED UNDER THE 3RD PARTY END USER LICENSE AGREEMENT OR THE MASTER AGREEMENT BETWEEN THE 3RD PARTY AND KONICA MINOLTA.~~

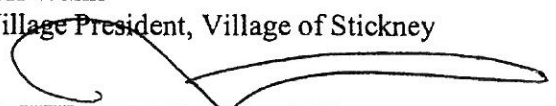
- A-3. Amendment to Section 112 of the Terms and Conditions: Section 110 of the Terms and Conditions is amended as follows:

112. APPLICABLE LAW: This Agreement shall be governed by the laws of the State of Illinois ~~New Jersey~~, without regard to choice of law principles. ~~In the event of litigation or other proceedings by KMBS to enforce or defend any term or provision of this Agreement, Customer agrees to pay all costs and expenses sustained by KMBS, including but not limited to, reasonable attorney's fees. Customer further agrees to litigate any dispute concerning this matter in the federal or state courts in the State of Illinois New Jersey and consents to jurisdiction in that forum and waives the right to jury trial.~~

- A-4. Counterparts. This Addendum may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Addendum and transmitted by facsimile or electronic mail shall have the same effect as an original signature. The Village and KMBS agree that this Addendum or any document created pursuant to this Addendum, may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. In any legal proceeding relating to this Addendum, the Village and KMBS waive their right to raise any defense based on the execution of this Addendum in counterparts or the delivery of such executed counterparts by copy, facsimile, or electronic delivery.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed as of the date last written below.

THE FOREGOING IS HEREBY APPROVED AND ACCEPTED:

By: _____	_____
Jeff Walik	Date
Village President, Village of Stickney	
By:  _____	3/27/19
XX John McPartlin	Date
Representative, KMBS	