

Village of Winthrop Harbor
President and Board of Trustees
Regular Board Meeting

January 7, 2020 - 7:00 PM

Municipal Building – 830 Sheridan Road – Winthrop Harbor, IL

AGENDA

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. INVOCATION & PLEDGE**
- 4. APPROVAL OF PREVIOUS MEETING MINUTES**
 - i. December 3, 2019 Regular Board Meeting Minutes
- 5. OLD BUSINESS**
- 6. VILLAGE ADMINISTRATOR'S REPORT**
- 7. MAYOR'S REPORT**
 - i. Adoption of Code of Behavior and Conduct for Village Elected and Appointed Officials
 - ii. Approval of Contract Consolidation of Copier Equipment and Services
 - iii. An Ordinance Amending BYOB Regulations Making the Pilot Program Permanent and Expanding it to Additional Businesses
- 8. CLERK'S CORRESPONDENCE**
- 9. NEW BUSINESS – COMMITTEE REPORTS**
 - A. Finance*
 - i. Accounts Payable Warrant 2019-15 in the Amount of \$119,101.05
 - ii. November 2019 Treasurer's Report
 - B. Community Development*
 - i. A Resolution Appointing the Chief Elected Official to the Zone Management Board for the Zion Benton Enterprise Zone
- 10. PUBLIC HEARINGS**
- 11. UNFINISHED BUSINESS**
- 12. CLOSED SESSION** for any lawful purpose including but not limited to:
 - i. Appointment, employment, discipline, performance or dismissal of specific employees;
 - ii. Collective Bargaining matters or consideration of salary schedules for one or more classes of employees;
 - iii. Selection of person to fill a public office or discipline, performance or removal of the occupant of a public office where authorized to appoint or remove the official;
 - iv. Purchase or lease of real property or setting of a price for sale or lease of municipal property;
 - v. Review of closed session minutes
 - vi. Litigation, pending or probable
- 13. OPEN SESSION**
- 14. ADJOURNMENT**

1/3/2020 "No vote may be taken on any item which has not been listed on the Agenda for the meeting. Any matter not specifically listed on this Agenda, or brought up under "Unfinished Business" may be discussed by Board members at this meeting, but a vote on the matter shall be postponed until the next Board Meeting".

Village of Winthrop Harbor
President and Board of Trustees Meeting
December 3, 2019
Village Hall Council Chambers

MINUTES

The meeting was called to order by Mayor Bruno at 7:08 PM

The following Elected Officials were present:

Mayor: Dr. Michael Bruno

Trustees: Buddy Hargett, John Levin, Robert Marabella, Dana McCarthy, Hartmut "Fritz" Weiss, Alanna Whitmore

Also present:

Robert Long, Attorney
Greg Jackson, Village Administrator
Julie Rittenhouse, Village Clerk
Justin Stried, Fire Chief
Joel Brumlik, Police Chief
Pat DiPersio, Community Development

The Invocation was led by Wayne Wallace from North Point Church, followed by the Pledge of Allegiance.

APPROVAL OF MINUTES

1 - A motion was made by Trustee Levin and seconded by Trustee Weiss to approve the **November 19, 2019 Regular Meeting Minutes** as presented. Mayor Bruno declared the motion carried on the following roll call vote.

Ayes: (5) Hargett, Levin, McCarthy, Weiss, Whitmore
Nays: (0)
Absent: (0)
Passed: (1) Marabella

OLD BUSINESS

None Reported

VILLAGE ADMINISTRATOR'S REPORT

Regular Board Meeting Minutes 12/3/19

Village Administrator, Greg Jackson, said that the RFP for the new Village web-site will be released at the end of this week. Greg sent a communication out to each of the Department Heads about going to a zero based budgeting approach. Capital Improvement Plan budget documents were submitted to Greg and will be completed and reviewed by Friday. This year's number was at 2.2 million dollars in capital requests. Computer consolidation contract will be brought to the next meeting. Greg has identified several contractors and will bring forward a recommendation to consolidate all of the computers to save us money and avoid dealing with multiple vendors. The Sustainability Committee met between this meeting and the last meeting. They are aggressive and looking forward to providing us with ideas on how we can be more eco-friendly. Hiring protocol procedures when out. We are now posting all positions for 30 days, both on the web-site as well as various industry web-sites. We have set up protocols for the interview process. The final bridge funding documents have been sent out for the 3rd Street and Holdridge bridge. The IPRF Grand purchased the ergonomic chairs for the council chambers and Board conference room. We also were able to purchase 3 sets of Fire Dept. turnout gear and an infrared detector for the Fire Dept. and a laptop for Parks and Recreation so they can do credit card transactions.

MAYOR'S REPORT

ORDINANCE 2019-O-23 An Ordinance Declaring Personal Property Surplus and Authorizing the Sale or Disposal Thereof – Council Chamber and Conference Room Chairs

2 - A motion was made by Trustee Marabella and Seconded by Trustee Weiss to Set Aside the Rules of the President and Board of Trustees and Waive the First and Second Reading of **ORDINANCE 2019-O-23** and approve as submitted. Mayor Bruno declared the motion carried on the following roll call vote.

Ayes: (6) Hargett, Levin, Marabella, McCarthy, Weiss, Whitmore
Nays: (0)
Absent: (0)
Passed: (0)

CLERK'S CORRESPONDENCE

None Reported

NEW BUSINESS

Accounts Payable Warrant

3 - A motion was made by Trustee Weiss and seconded by Trustee Marabella to approve **Accounts Payable Warrant W2019-14** in the amount of **\$400,829.03**. Mayor Bruno declared the motion carried on the following roll call vote.

Ayes: (6) Hargett, Levin, Marabella, McCarthy, Weiss, Whitmore
Nays: (0)
Absent: (0)
Passed: (0)

October 2019 Treasurer's Report

4 - A motion was made by Trustee Weiss and seconded by Trustee Marabella to approve **October 2019 Treasurer's Report** as presented. Mayor Bruno declared the motion carried on the following roll call vote.

Ayes: (6) Hargett, Levin, Marabella, McCarthy, Weiss, Whitmore
Nays: (0)
Absent: (0)
Passed: (0)

ORDINANCE 2019-O-24 The 2019 Annual Tax Levy Ordinance (0% increase)

5 - A motion was made by Trustee Weiss and Seconded by Trustee Marabella to Set Aside the Rules of the President and Board of Trustees and Waive the First and Second Reading of **ORDINANCE 2019-O-24** and approve as submitted. Mayor Bruno declared the motion carried on the following roll call vote.

Ayes: (6) Hargett, Levin, Marabella, McCarthy, Weiss, Whitmore
Nays: (0)
Absent: (0)
Passed: (0)

2020-21 Worker's Comp Renewal

6 - A motion was made by Trustee Weiss and seconded by Trustee Whitmore to approve **2020-21 Worker's Comp Renewal** as presented. Mayor Bruno declared the motion carried on the following roll call vote.

Ayes: (6) Hargett, Levin, Marabella, McCarthy, Weiss, Whitmore
Nays: (0)
Absent: (0)
Passed: (0)

Zion-Benton Enterprise Zone – Zone Management Board Appointment – Chief Elected Official or His or Her Assigned Designee

7 - A motion was made by Trustee Hargett and seconded by Trustee Marabella to approve **Zion-Benton Enterprise Zone – Zone Management Board Appointment – Chief Elected Official or His or Her Assigned Designee** as presented. Mayor Bruno declared the motion carried on the following roll call vote.

Ayes: (6) Hargett, Levin, Marabella, McCarthy, Weiss, Whitmore
Nays: (0)
Absent: (0)

Passed: (0)

PUBLIC HEARINGS

Leigh Gardella– 628 College – received a letter Friday that said the Village attempted to work with them. She said that they have been working with the Village but things happened such as surgery and that should be taken into consideration. She feels the property on Sheridan Road and State Line is in violation and that's Village Owned. This was bought with tax payers money and the Village receives no taxes on this property. She stated that she has bought two properties that were paying no taxes, and now she pays taxes. She has a meeting with the PZB for a variance but isn't sure what she's asking for because nobody can explain exactly what the code says. She can only do what the Village tells her to do and she feels she has been trying to do that. The wording in the letter, saying that, "we attempted to work with you", bothers her. She spoke to Mr. Jackson and met with him and I kept track of everything. When she started to do the variance for parking, she was told she needed to speak with Pat DiPersio. She was trying to be proactive. She felt that they had been in communication with the Village and when she got the letter she didn't understand what they wanted regarding the cars and parking. She is willing to do what needs to be done, she just doesn't understand what needs to be done. She's trying to get things done in a timely fashion. She feels like she's gone above and beyond.

Jesse Wood – 628 College – he had a couple of questions that he doesn't understand. He's asked Pat and Greg and now he's asking Mr. Long. He asked what the code (154.184 maximum spaces) means. Attorney Long declined to answer Mr. Wood's question. Mr. Wood asked how he was supposed to fix anything if he doesn't understand the code and Attorney Long couldn't answer his question. Attorney Long told him that he didn't say he couldn't, he said he wouldn't do to the many attempts to defame him. There is just a limit to what Attorney Long will put up with. The insults towards Attorney Long on-line, in the Board room and telling these folks as recently as today, that you are talking to an attorney, that you feel you've been harassed. Attorney Long told Mr. Wood that his job is to advise the Village not to advise him how to run his property. Mr. Wood asked Attorney Long, if he doesn't know how to fix the problem, shouldn't you have to explain how the code is written? Everyone that Mr. Wood has asked, won't answer, doesn't know or both. Pat DiPersio said that the violation letter gave them a specific way to remedy the violations on parking. If the vehicles are not registered in your name, they should be remove from the property. It was very clear language, vehicles that aren't yours can't be parked there. When it becomes a legal interpretation and you start bringing in an attorney, he suggested they interpret the language for him.

UNFINISHED BUSINESS

Trustee McCarthy – Police Department

- The Holiday Parade and Tree Lighting is this Saturday. The details are on the web-site. Thanked the Department Heads. There was a late start this year but there was great teamwork putting everything together. Hopefully everyone will attend.

Trustee Whitmore – Recreation Department

- This Saturday is Lunch with Santa from 12-2. There is also the Light Parade leading into the Tree Lighting.

Trustee Marabella – Public Works Department

Regular Board Meeting Minutes 12/3/19

- People have approached me about leaf pickup. It was horrendous this year. We need to address the issue. Greg Jackson told Trustee Marabella that the Village Clerk is coordinating a meeting with Groot and him to discuss this and figure out what the problem is on their end.
- Public Works have been working hard. They have done a good job. They are down a guy.

Mayor Bruno

- The Tree Lighting is this Saturday. Parade line-up is at 4 and step off is 4:30 and we will be at the Fire Station at about 5:30. Please come out and enjoy hot chocolate and cookies.
- Chief Stried just finished the Executive Fire Officer Program through FEMA. There are about 200 from Illinois. It's a 4-year program. The Mayor received a letter from FEMA, congratulating Chief Stried and the Village. Thank you.

ADJOURNMENT

8 - A motion was made by Trustee Weiss and seconded by Trustee Whitmore to adjourn the meeting. Mayor Bruno declared the meeting adjourned at 7:35 p.m. on the following roll call vote:

Ayes: (6) Hargett, Levin, Marabella, McCarthy, Weiss, Whitmore
Nays: (0)
Absent: (0)
Passed: (0)

APPROVED:

DR. MICHAEL BRUNO, MAYOR

ATTEST:

JULIE RITTENHOUSE, VILLAGE CLERK

Note: This is not a verbatim record.

REQUEST FOR BOARD ACTION



Date Referred to the Board: January 7, 2020

Originating Department: Administration

Subject Matter: Adoption of a *Code of Behavior and Conduct for Village Elected and Appointed Officials*

Summary and Background: The residents, as well as those conducting business, in the Village of Winthrop Harbor are entitled to fair and accountable local government. The code presented is a vehicle for the Village to uphold, promote and demand the highest standards of conduct and ethics from all its officials whether they be elected or appointed.

Financial Impact: None

Community/Neighborhood Impact: Fair and accountable municipal government.

Documents Attached: *Code of Behavior and Conduct for Village Elected and Appointed Officials*

Staff Recommendation: It is recommended that this code be adopted and immediately implemented to gain greater efficiencies and effectiveness in the delivery of public goods and services.

Department Head Signature: _____ Date: _____

Village Administrator Signature: Gregory Jackson Date: 1/2/20

Village of Winthrop Harbor

CODE OF BEHAVIOR AND CONDUCT FOR VILLAGE ELECTED AND APPOINTED OFFICIALS



PURPOSE

The residents of, as well as those conducting their business, in the Village of Winthrop Harbor are entitled to have fair and accountable local government. It shall be the policy of the Village to uphold, promote and demand the highest standards of conduct and ethics from all its officials, whether elected or appointed. For purposes of this Code, the term "Public Officials" is defined as an elected or appointed official of the Village; regardless of whether the official is compensated and shall include, but not by way of limitation, members of Village commissions, committees and boards appointed by the Mayor by and with the consent of the Board of Trustees.

1. GUIDELINES

Behavior and conduct by Public Officials during meetings, as well as outside of meetings, may be subject to sanctions set out within this Code of Behavior and Conduct ("Code"). This Code sets forth principals and examples of proper behavior and conduct and also constitutes guidelines and standards that are enforceable, not merely suggestions. If there is deliberate violation of principals and guidelines set out herein, a Public Official may be subject to sanctions set out in this Code. Sanctions may be applicable if Public Officials fail to obey and observe the letter and spirit of the Constitution of the United States, the Constitution of the State of Illinois, and all federal, state and local laws, codes and ordinances, including this Code.

The Mayor and Board of Trustees of the Village of Winthrop Harbor ("Corporate Authorities") have the right to make and enforce its own rules and rules for its various commissions, committees and boards and to ensure compliance with those laws, rules, codes and regulations generally applicable to public bodies. Should any Public Official, act in any manner constituting a deliberate violation of this Code or other general laws, rules,

codes or regulations, the Corporate Authorities may discipline that Public Official, including but not by way of limitation, by reprimand, public or private.

To exercise the rights noted herein and to enforce the provisions of this Code, the Corporate Authorities has the right to investigate, or have investigated, the actions of any Public Official and impose any penalty or sanction, in a manner provided hereunder.

The guidelines for the behavior and conduct of Public Officials shall be as follows:

a. Acting in the public interest

The public interest must be a primary concern of Public Officials working for the common good of the residents of the Village and not for any private or personal interest.

b. Compliance with the law

Public Officials shall comply with the statutes of the State of Illinois and Village ordinances in the performance of their public duties. These laws include, but are not limited to: conflicts of interest, election campaigns, financial disclosure, purchasing, employer responsibilities, and open process for government.

c. Conduct of public officials

Public Officials shall refrain from abusive conduct, personal charges or verbal attacks, direct or inferred attacks, or implied attacks upon the character or motives of other Public Officials, Village staff or the public. Public Officials and Village staff who are belligerent, impertinent, slanderous, threatening, and abusive or who engage in personal or disparaging attacks on other Public Officials or Village staff denigrate the governance process and preclude effective discussions and the successful resolution of issues.

d. Respect for process

Public Officials' duties shall be performed in accordance with and respect for the processes and rules of order established by the Village.

e. Conduct of public meetings

Public Officials shall inform themselves of public issues, listen attentively to public discussions before them and focus on the business at hand. Decisions shall be based

upon the merits and substance of the matter at hand.

f. Communication

It will be the responsibility of all Public Officials to publicly share substantive information that is relevant to a matter under consideration that they have received from sources outside of the public decision-making process with all other members of their respective Boards, Commissions or Committees in strict compliance with the Open Meetings Act.

g. Confidential information

Public Officials and Village staff shall respect the confidentiality of information provided to them concerning the confidential matters of the Village. They shall never disclose confidential information without proper authorization nor use such information to advance a personal, financial or private interest. Public Officials shall not release information subject to attorney-client privilege, unless expressly authorized by the Corporate Authorities or as required by law.

h. Advocacy

To the best of their ability, Public Officials shall (i) represent the official policies and positions of the Corporate Authorities and (ii) shall support and defend the ordinances of the Village. When presenting their personal opinions or positions, Public Officials shall explicitly state that they do not represent the Corporate Authorities or the Village.

i. Improper influence

Public Officials shall refrain from using their position to improperly influence the deliberations or decisions of Village staff, and boards, commissions or committees of the Village.

j. Positive work environment

Public Officials shall support the maintenance of a positive and constructive environment for residents, businesses and Village employees.

k. Personal opinion

Public Officials have a right to individual opinions, which should be respected. The assumption is that all Public Officials have the appropriate motives and interest of the public in mind and will not criticize differing opinions because they believe them to be

lacking judgment or were improperly motivated

I. Being accountable

Public Officials shall be accountable to the public for their decisions and actions and as such, must consider all issues and actions on their merit, taking into account the views of others and the results that are expected from their actions

m. Respect and cooperation

The governance of the Village relies upon the cooperative efforts of the entire Corporate Authorities, who set policy, and the Village staff, who implement and administer the 'Corporate Authorities' policies and directives. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the Village, its residents and businesses. The Village staff has been directed to serve the Corporate Authorities as a whole, and therefore:

1. A member of the Corporate Authorities shall not direct Village staff to initiate any action, change a course of action or prepare any report, nor shall a member of the Corporate Authorities initiate any project or study without the approval of a majority of the Corporate Authorities. The Corporate Authorities may direct routine inquiries, or requests for information, to either the Village Administrator or appropriate department/division director, as may be directed by the Village Administrator.
2. The Corporate Authorities shall not attempt to pressure or influence discussions, recommendations, workloads, schedules or department/divisions priorities without the approval of a majority of the Corporate Authorities.
3. When preparing for any meeting of the Corporate Authorities, members should, to the greatest extent possible, direct questions ahead of time to the Village Administrator, or designee, so that staff can provide the desired information at the Village Board meeting.
4. Any concerns of any member of the Corporate Authorities regarding the behavior or work of a Village employee should be directed to the Village Administrator privately to ensure the concern is resolved. Members of the Corporate Authorities shall not reprimand employees directly nor should they communicate their concerns to anyone other than the Village Administrator.
5. Information that is provided to a member of the Corporate Authorities in response to a request will be made available to all members of the Corporate Authorities so that all have equal access to such information. Care must be

taken in the sharing and discussion of information so as to not violate the Illinois Open Meetings Act.

n. Conduct during meetings

During public meetings, the public is to feel welcome as an important part of the democratic process. No signs of partiality, prejudice or disrespect should be evident on the part of any Public Official toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony. The following guidelines shall be followed during public meetings:

1. Be welcoming to speakers and treat them with care and respect.
2. Be fair and equitable in allocating public hearing time to individual speakers.
3. Ask for clarification, but avoid debate and argument with the public. It is proper for only the Chair, to interrupt a speaker during a presentation. However, a Public Official can ask the Chair for a point of order if a speaker is off topic or exhibiting behavior or language that is deemed offensive or disturbing. Questions should be for the purpose of clarification or to expand information and should not be intended to challenge or belittle a speaker.
4. Make no promises on behalf of the Village. While it will always be appropriate to give an overview of Village policy and to refer the matter to the Village for further information, it is inappropriate to overtly or implicitly promise Village action, as well as staff action, to undertake a specific matter. The only exception is if a representation or promise has been duly authorized by the Corporate Authorities.
5. While it is acceptable to publicly disagree about an issue, it is unacceptable to make derogatory comments about other Public Officials, their opinions or actions, within any venue.
6. When making public comments or statements, Public Officials shall make it clear whether they are authorized to speak on behalf of the Village or the Corporate Authorities or whether they are presenting their own views.
7. If a member of the Corporate Authorities appears before another governmental agency or other entity to give a statement on an issue affecting the Village or its citizens, the member should indicate the majority position and opinion of the entire Corporate Authorities.
8. Personal opinions and comments will only be expressed if the elected or appointed official clarifies that such statements do not reflect the official position of the Corporate Authorities.

9. The Corporate Authorities are the policy making body of the Village. The Corporate Authorities speaks on policies and issues with one voice or not at all. While matters of opinion and debate are to be encouraged and respected, and while decisions of the Corporate Authorities may not be unanimous, once voted upon they should and will define the position of the Corporate Authorities. Village correspondence will reflect the Corporate Authorities adopted position, without regard to vote.
10. Members of the Corporate Authorities shall refrain from openly sending or receiving text messages during meetings of the Village Board. In addition, cell phones and similar devices shall be kept on "silent" and off the dais so as to not be distracting to both the public and Corporate Authority.
11. The passing of notes to or the receiving of notes from, the audience who are attending Village Board meetings is distracting and must be discouraged.

o. Interaction with staff

The Village of Winthrop Harbor operates under the mayor-trustee form of government as set forth in the Village's Municipal Code as well as State statute. Under this form of government, the Corporate Authorities provide legislative direction, set Village policy and monitor its execution by Village staff. The Village Administrator serves as the Village's chief administrative officer and is responsible for directing the day-to-day operations of the Village. The Corporate Authorities shall:

1. Members of the Corporate Authorities must recognize that the Village Administrator and Staff are required by law to implement the policies that are set forth in the Village Codes and applicable laws. It is absolutely inappropriate to criticize the Administrator and/or Staff for applying these policies to any person or business, particularly in public meetings. Rather, Members can and should advocate for changes to policies that they feel are unfair, biased or unduly restrictive through the established legislative process.
2. Not interfere with the Village Administrator's execution of his or her powers or duties, as they have been assigned by the Corporate Authorities.
3. Not interfere with the appointment by the Village Administrator of any of the department or division directors or any other person to any position of employment with the Village; however, this is not intended to preclude the Village Administrator from discussing employment decisions with the Corporate Authorities.

4. Address matters related to community delivered services only to the Village Administrator unless, for purposes of efficiency and effectiveness, the Village Administrator suggests that such questions or comments be directed to the appropriate department or division director. In all cases, the Village Administrator will follow up for purposes of accountability.
5. Not give orders to any subordinate of the Village Administrator, either publicly or privately.
6. Direct the Village Administrator acting as a body, not as individual members, unless directed by a majority of the Corporate Authorities.
7. Once a project or program has been approved for implementation, not interfere with or direct the Village Administrator's method of carrying out the decision, even if the project or program was conceived and initiated by an individual member of the Corporate Authorities, unless requested by the Village Administrator or staff.
8. Allow the freedom and discretion necessary for the Village Administrator to responsibly ensure the implementation of the Corporate Authorities decisions and directions in an efficient and effective manner.

p. Respect and integrity

Public Officials must act with a spirit of public service to the residents and businesses of the community with standards of conduct and integrity in all actions. Conduct and behavior must be fair, impartial, responsible and trustworthy so as to advance the common good for the Village. Accordingly, Public Officials must:

1. Treat everyone fairly and with respect.
2. Be professional and responsive.
3. Work to make public services accessible and effective.
4. Strive to make a difference to the well-being of the Village of Winthrop Harbor and all its residents and business owners/operators.
5. Be dedicated to the highest ideals of honor and integrity in all public and personal relationships so as to merit respect and confidence.
6. Make decisions in a fair, objective manner, in public and understandable.
7. Maintain the political climate that is required to enable us to work in a collaborative way with all stakeholders.
8. Carry out the functions of the Village, unaffected by any personal beliefs.

9. Support the Village so as to provide for dynamic and unbiased advice and information.
10. Respect the proper and appropriate authorities that affect Village operations.
11. Recognize that the chief function of local government at all times is to serve the best interests of all people.
12. Support the right of every citizen to full and equal participation in the Village's democratic processes.
13. Act lawfully and objectively.
14. Use the Village's resources carefully and only for intended purposes, avoiding waste and abuse.
15. Treat information with care and use it only for proper purposes.
16. Work to improve the performance and efficiency of the Village as we undertake day-to-day operations.
17. Be honest.
18. Ensure our actions are not affected by our personal interests or relationships.
19. Never misuse our positions for personal gain.
20. Never allow ourselves to be placed under any obligation or perceived influence.
21. Avoid any activities, work or non-work that may harm the reputation of the Village of Winthrop Harbor.
22. Show respect for other Public Officials and Village staff.
23. Refrain from acting in a manner that would constitute a disturbance at any meeting.

q. Meeting procedures

Meetings of the Corporate Authorities and appointed Village commissions and committees are governed by Title 2 of the Village's Municipal Code and State statutes. In addition to the Village's Municipal Code and State statutes, the following are to supplement established meeting procedures:

1. Members of the Corporate Authorities shall address all questions and comments to the Mayor upon recognition by the Mayor. Only the Village Mayor, not individual members of the Corporate Authorities, may interrupt a speaker during a presentation. However, a member of the Corporate Authorities may ask the Mayor for permission to question the speaker.

2. The Mayor will maintain order during all meetings of the Corporate Authorities. This may include, but not be limited to, indication that a comment is out of order or that further inappropriate comments may be dealt with within the authority granted to the Mayor.
3. Members of the Corporate Authorities shall assist the Mayor to preserve decorum during meetings of the Corporate Authorities and shall not, by conversation or other action, delay or interrupt the proceedings or refuse to follow the directions of the Mayor. Members of staff attending Corporate Authorities meetings shall observe the same rules of procedure, decorum and good conduct as applicable to the Corporate Authorities.

REQUEST FOR BOARD ACTION



Date Referred to the Board: January 7, 2020

Originating Department: Administration

Subject Matter: Consolidation of Printing Equipment and Maintenance Services

Summary and Background: With the intent of gaining cost reductions through economies of scale by consolidating copier equipment and maintenance services staff sought proposals for the replacement of obsolete equipment through an extended lease, maintenance of that equipment, and the buy-out of existing equipment. After a review of competitive proposals, **Impact** has been identified as the vendor of choice.

Financial Impact: Over five years this contract will save the Village \$4,365.60 for leased equipment and \$21,835.80 for maintenance totaling \$26,228.40.

Community/Neighborhood Impact: N/A

Documents Attached: Lease, Maintenance Agreement, Equipment Schedule

Staff Recommendation: Village staff continues to identify opportunities for reducing costs in the delivery of public goods and services. The consolidation of copier equipment and maintenance along with the upgrade in technology is a positive for municipal operations and the taxpayers of Winthrop Harbor. Staff recommends the approval of this agreement.

Department Head Signature: _____ Date: _____

Village Administrator Signature: Gregory Jackson Date: 1/2/20



EQUIPMENT		
Equipment MFG Model & Description <u>See Schedule A</u> _____ _____ <input type="checkbox"/> See attached schedule for additional Equipment / Accessories	Serial Number <u>See Schedule A</u> _____ _____	Accessories _____ _____

Billing Address: 830 Sheridan Road; Winthrop Harbor, IL 60096
 Equipment Location: _____

SUPPLIER	TRANSACTION TERMS
Impact Networking, LLC 13875 W. Boulton Blvd. Lake Forest, IL 60045	Lease Payment: \$ <u>994.45</u> (plus applicable taxes) Term: <u>60</u> (months) Billing Period: Monthly The following additional payments are due on the date this Lease is signed by you: Advance Payment: \$ <u>994.45</u> (plus applicable taxes) Number of Advance Payments: <u>1</u> Documentation/Origination Fee: \$150.00 (included on first invoice)

PURCHASE OPTION: You will have the following purchase option at the end of the original term, provided this Lease has not terminated early and no event of default under this Lease has occurred and is continuing: Fair Market Value Purchase Option \$1.00 Purchase Option Fixed Purchase Price Option of 9% of Total Cash Price

YOU HAVE SELECTED THE EQUIPMENT DESCRIBED ABOVE (SUCH EQUIPMENT, TOGETHER WITH ANY AND ALL ACCESSIONS, ACCESSORIES, ADDITIONS AND REPLACEMENTS THERETO, THE "EQUIPMENT"). THE SUPPLIER AND ITS REPRESENTATIVES ARE NOT AGENTS OF ANY ASSIGNEE OF LESSOR AND ARE NOT AUTHORIZED TO MODIFY THE TERMS OF THIS LEASE. YOU ARE AWARE OF THE NAME OF THE MANUFACTURER OF EACH ITEM OF EQUIPMENT AND YOU WILL CONTACT EACH MANUFACTURER FOR A DESCRIPTION OF YOUR WARRANTY RIGHTS. *WE MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY OR OTHERWISE. WE PROVIDE THE EQUIPMENT TO YOU AS-IS. YOU AGREE TO USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS, AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. WE SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEGAL, TAX OR ACCOUNTING TREATMENT OF THIS LEASE AND YOU ACKNOWLEDGE THAT WE ARE AN INDEPENDENT CONTRACTOR AND NOT A FIDUCIARY OF LESSEE. YOU WILL OBTAIN YOUR OWN LEGAL, TAX AND ACCOUNTING ADVICE RELATED TO THIS LEASE AND WILL MAKE YOUR OWN DETERMINATION OF THE PROPER LEASE TERM FOR ACCOUNTING PURPOSES.*

YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER. BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. THIS LEASE SHALL BE DEEMED FULLY EXECUTED AND PERFORMED IN ILLINOIS OR THE STATE OF LESSOR OR ITS ASSIGNEE'S PRINCIPAL PLACE OF BUSINESS, AS ELECTED BY LESSOR OR ITS ASSIGNEE, AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH SUCH LAWS. IF THIS LEASE IS ASSIGNED, YOU AGREE THAT ANY DISPUTE ARISING UNDER OR RELATED TO THIS LEASE WILL BE ADJUDICATED IN THE FEDERAL OR STATE COURT WHERE THE ASSIGNEE'S CORPORATE HEADQUARTERS IS LOCATED AND WILL BE GOVERNED BY THE LAWS OF THAT STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN THAT COURT AND WAIVE ANY RIGHT TO TRANSFER VENUE. YOU HEREBY IRREVOCABLY SUBMIT GENERALLY AND UNCONDITIONALLY TO THE JURISDICTION OF ANY SUCH COURT SO ELECTED BY THE LESSOR OR ITS ASSIGNEE IN RELATION TO SUCH MATTERS.

TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS.

BY SIGNING THIS LEASE, YOU ACKNOWLEDGE RECEIPT OF PAGES 1 AND 2 OF THIS LEASE, AND AGREE TO THE TERMS ON PAGES 1 AND 2. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU AND US FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

You agree that by providing a telephone number to a cellular or other wireless device, you are expressly consenting to receiving communications from us, our affiliates and agents (for non-marketing purposes) at that number, including, but not limited to, prerecorded and artificial voice messages, text messages, and calls from automated telephone dialing systems; these calls may incur fees from your cellular provider; and this consent applies to each such telephone number you provide to us now or in the future.

TERMS AND CONDITIONS

1. **COMMENCEMENT OF LEASE.** Commencement of this Lease and acceptance of the Equipment shall occur upon delivery of the Equipment to you ("Commencement Date"). To the extent that the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights, such intangible property shall be referred to as "Software". You understand and agree that we have no right, title or interest in the Software and you will comply throughout the Term of this Lease with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Commencement Date of this Lease. You agree to inspect the Equipment upon delivery and verify by telephone or in writing such information as we may require. If you signed a purchase order or similar agreement for the purchase of the Equipment, by signing this Lease you assign to us all of your rights, but none of your obligations under it. All attachments, accessories, replacements, replacement parts, substitutions, additions and repairs to the Equipment shall form part of the Equipment under this Lease.

2. **LEASE PAYMENTS.** You agree to remit to us the Lease Payment and all other sums when due and payable each Billing Period at the address we provide to you from time to time. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree cash and cash equivalents are not acceptable forms of payment for this Lease and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us. Lease Payments will include any freight, delivery, installation and other expenses we finance on your behalf at your request. Lease Payments are due whether or not you receive an invoice. You authorize us to adjust the Lease Payments by not more than 15% to reflect any reconfiguration of the Equipment or adjustments to reflect applicable sales taxes or the cost of the Equipment by the manufacturer and/or Supplier. If the Commencement of this Lease falls on any day other than the 20th day of a month, you agree to pay us interim rent from Commencement through, but not including, the 20th day of the month next following Commencement (the "Interim Rent Period") at a rate equal to 1/30th of the Lease Payment set forth herein for each calendar day during the Interim Rent Period.

3. **LEASE CHARGES.** You agree to: (a) pay all costs and expenses associated with the use, maintenance, servicing, repair or replacement of the Equipment; (b) pay all fees, assessments, taxes and charges governmentally imposed upon Lessor's purchase, ownership, possession, leasing, renting, operation, control or use of the Equipment and pay all premiums and other costs of insuring the Equipment; (c) reimburse us for all costs and expenses incurred in enforcing this Lease; and (d) pay all other costs and expenses for which you are obligated under this Lease (a) through (d) collectively referred to as "Lease Charges"). You agree, at our discretion, to either: (1) reimburse us for all personal property and other similar taxes and governmental charges associated with the ownership, possession or use of the Equipment when billed by the jurisdictions; or (2) remit to us each Billing Period our estimate of the pro-rated equivalent of such taxes and governmental charges. In the event that the Billing Period sums includes a separately stated estimate of personal property and other similar taxes,

Continued on Page 2

LESSOR ("We", "Us")	LESSEE ("You")
Impact Networking, LLC By: X _____ Name: _____ Title: _____ Date: _____	_____ (Lessee Full Legal Name) By: X _____ Name: _____ Title: _____ Date: _____ Federal Tax ID: _____

you acknowledge and agree that such amount represents our estimate of such taxes that will be payable with respect to the Equipment during the Term. As compensation for our internal and external costs in the administration of taxes related to this Lease, you agree to pay us a processing fee by asset or contract per year during the Term, not to exceed the maximum permitted by applicable law. The Tax Administrative Fee, at our sole discretion, may be increased by an amount not exceeding 10% thereof for each subsequent year of the Term to reflect our increased cost of administration and we will notify you of any such increase by indicating such increased amount in the relevant invoice or in such other manner as we may deem appropriate. We may take on your behalf any action required under this Lease which you fail to take, and upon receipt of our invoice you will promptly pay our costs (including insurance premiums and other payments to affiliates), plus reasonable processing fees. Restrictive endorsements on checks you send to us will not reduce your obligations to us. We may charge you a return check or non-sufficient funds charge of \$25 for any check which is returned by the bank for any reason (not to exceed the maximum amount permitted by law). In addition, we may charge you and you agree to pay us a UCC filing fee of \$35.00 and reimburse us for all costs involved in documenting and servicing this Lease.

4. **LATE CHARGES.** For any payment which is not received within three (3) days of its due date, you agree to pay a late charge not to exceed the higher of 10% of the amount due or \$35 (not to exceed the maximum amount permitted by law) as reasonable collection costs.

5. **OWNERSHIP, USE, MAINTENANCE AND REPAIR.** We own the Equipment and you have the right to use the Equipment under the terms of this Lease. If this Lease is deemed to be a secured transaction, you grant us a first priority security interest in the Equipment to secure all of your obligations under this Lease. We hereby assign to you all our rights under any manufacturer and/or supplier warranties, so long as you are not in default hereunder. You must keep the Equipment free of liens. You may not remove the Equipment from the address indicated on page 1 of this Lease without first obtaining our approval. You agree to: (a) keep the Equipment in your exclusive control and possession; (b) use the Equipment in conformity with all insurance requirements, manufacturer's instructions and manuals; (c) keep the Equipment repaired and maintained in good working order and as required by the manufacturer's warranty, certification and standard full service maintenance contract; and (d) give us reasonable access to inspect the Equipment and its maintenance and other records.

6. **INDEMNITY.** You are responsible for all losses, damages, claims, infringement claims, injuries and attorneys' fees and costs, including, without limitation, those incurred in connection with responding to subpoenas, third party or otherwise ("Claims"), incurred or asserted by any person, in any manner relating to the Equipment, including its use, condition or possession. You agree to defend and indemnify us against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. This indemnity continues beyond the termination of this Lease for acts or omissions which occurred during the Term of this Lease. You also agree that this Lease has been entered into on the assumption that we are the owner of the Equipment for U.S. federal income tax purposes and will be entitled to certain U.S. federal income tax benefits available to the owner of the Equipment. You agree to indemnify us for the loss of any U.S. federal income tax benefits resulting from the failure of any assumptions in this Lease to be correct or caused by your acts or omissions inconsistent with such assumption or this Lease. In the event of any such loss, we may increase the Lease Payments and other amounts due to offset any such adverse effect.

7. **LOSS OR DAMAGE.** If any item of Equipment is lost, stolen or damaged you will, at your option and cost, either: (a) repair the item or replace the item with a comparable item reasonably acceptable to us; or (b) pay us the sum of: (i) all past due and current Lease Payments and Lease Charges; (ii) the present value of all remaining Lease Payments and Lease Charges for the effected item(s) of Equipment; and (iii) the Fair Market Value of the effected item(s) of Equipment. We will then transfer to you all our right, title and interest in the effected item(s) of Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE. Insurance proceeds shall be applied toward repair, replacement or payment hereunder, as applicable. In this Lease, "Fair Market Value" of the Equipment means its fair market value at the end of the Term, assuming good order and condition (except for ordinary wear and tear from normal use), as estimated by us. No such loss or damage shall relieve you of your payment obligations under this Lease.

8. **INSURANCE/COLLATERAL PROTECTION.** You agree (a) to keep the Equipment fully insured through a carrier acceptable to us against loss at its replacement cost, with us named as loss payee; (b) you also agree to obtain a general public liability insurance policy from anyone who is acceptable to us and to include us as an insured on the policy; (c) to provide proof of insurance satisfactory to us no later than thirty (30) days following the commencement of this Lease (or at commencement if we so elect), and thereafter upon our written request; (d) if you fail to obtain and maintain property loss insurance satisfactory to us and/or you fail to provide proof of such insurance to us within thirty (30) days of the commencement of the Lease (or at commencement if we so elect), we have the option, but not the obligation, to do as provided in either (A) or (B) as follows, as determined in our discretion: (A) we may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we place insurance on the Equipment, we will not name you as an insured and your interests may not be fully protected. If we secure insurance on the Equipment, you will pay us for the insurance premiums and related charges on which we may make a profit and you acknowledge the premiums may be higher than the premiums that you would pay if you placed the insurance independently, and may result in a profit to us through an investment in reinsurance. Any insurance proceeds received will be applied, at our option, (i) to repair, restore or replace the Equipment, or (ii) to pay us the remaining balance of the Lease plus our estimated residual value, both discounted at 3% per year, provided we elect to apply this subsection A. (B) We may bill you and you shall pay us a monthly property damage surcharge of up to .0035 of the total stream of payments as a result of our administrative costs, credit risk or other costs. We may make a profit on this program. Provided you are current in paying the property damage surcharge and all other obligations under this Lease at the time of a loss (intentional acts are not included), the remaining balance owed on this Lease will be forgiven, provided we elected to apply this subsection B. NOTHING IN THIS SECTION WILL RELIEVE YOU OF YOUR OBLIGATION TO MAINTAIN LIABILITY INSURANCE COVERING THE EQUIPMENT.

9. **DEFAULT.** You will be in default under this Lease if: (a) you fail to remit to us any payment within ten (10) days of the due date or breach any other agreement under this Lease; (b) a petition is filed against you or any guarantor under any bankruptcy or insolvency law; (c) any representation by you is false or misleading in any material respect; (d) you become insolvent, are liquidated or dissolved, merge, transfer a material portion of your ownership interest or assets, stop doing business, or assign rights or property for the benefit of creditors; or (e) you default under any other agreement with us or our assignees.

10. **REMEDIES.** If you default, we may do one or more of the following: (a) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the sum of: (i) all past due and current Lease Payments and Lease Charges; (ii) the present value of all remaining Lease Payments and Lease Charges, discounted at the rate of 3% per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the Fair Market Value of the Equipment; (b) declare any other agreements between us in default; (c) require you to return all of the Equipment in the manner outlined in Section 11, or take possession of the Equipment, in which case we shall not be held responsible for any losses directly or indirectly arising out of, or by reason of the presence and/or use of any and all proprietary information residing on or within the Equipment, and to lease or sell the Equipment or any portion thereof, and to apply the proceeds, less reasonable selling and administrative expenses, to the amounts due hereunder; (d) charge you interest on all amounts due us from the due date until paid at the rate of 1-1/2% per month, but in no event more than the lawful maximum rate; and (e) charge you for expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs. These remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

11. **END OF TERM OPTIONS; RETURN OF EQUIPMENT.** At the end of the Term and upon 30 days prior written notice to us, you shall either: (a) return all, but not less than all, of the Equipment at your expense; or (b) purchase all, but not less than all, of the Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE, for the Fair Market Value, plus applicable sales and other taxes. If you do not provide us with such written notice and either return all of the Equipment or purchase all of the Equipment at the end of the Term, then this Lease will automatically renew on a month-to-month basis and all of the provisions of this Lease shall continue to apply, including, without limitation, your obligations to remit Lease Payments, Lease Charges and other charges, until all of the Equipment is either returned to us (either because we demand return of the Equipment or you decide to return the Equipment) or purchased by you for the applicable Fair Market Value, plus applicable sales and other taxes, in accordance with the terms hereof. If you are in default, or you do not purchase the Equipment at the end of the Term (or any month-to-month renewal term), you shall: (1) return all of the Equipment, freight and insurance prepaid at your cost and risk, to wherever we indicate in the continental United States, with all manuals and logs, in good order and condition (except for ordinary wear and tear from normal use), packed per the shipping company's specifications; and (2) securely remove all data from any and all disk drives or magnetic media prior to returning the Equipment (and you are solely responsible for selecting an appropriate removal standard that meets your business needs and complies with applicable laws). You will pay us for any loss in value resulting from the failure to maintain the Equipment in accordance with this Lease or for damages incurred in shipping and handling.

12. **ASSIGNMENT.** You may not assign or dispose of any rights or obligations under this Lease or sublease the Equipment without our prior written consent. We may, without notifying you: (a) assign all or any portion of this Lease or our interest in the Equipment; and (b) release information we have about you and this Lease to the manufacturer, Supplier or any prospective investor, participant or purchaser of this Lease. If we do make an assignment under subsection 12(a) above, our assignee will have all of our rights under this Lease, but none of our obligations. You agree not to assert against our assignee claims, offsets or defenses you may have against us.

13. **MISCELLANEOUS.** Notices must be in writing and will be deemed given five (5) days after mailing to your (or our) business address. You represent that: (a) you have authority to enter into this Lease and by so doing you will not violate any law or agreement; and (b) this Lease is signed by your authorized officer or agent. This Lease is the entire agreement between us, and cannot be modified except by another document signed by us. This Lease is binding on you and your successors and assigns. All financial information you have provided is true and a reasonable representation of your financial condition. You authorize us, our agent, or our assignee to: (a) obtain credit reports and make credit inquiries; (b) furnish your information, including credit application, payment history and account information, to credit reporting agencies and our assignees, potential purchasers or investors and parties having an economic interest in this Lease or the Equipment, including, without limitation, the seller, Supplier or any manufacturer of the Equipment; and (c) you irrevocably grant us the power to prepare, sign on your behalf (if applicable), and file, electronically or otherwise Uniform Commercial Code ("UCC") financing statements and any amendments thereto or continuation thereof relating to the Equipment, and containing any other information required by the applicable UCC. Any claim you have against us must be made within two (2) years after the event which caused it. If a court finds any provision of this Lease to be unenforceable, all other terms shall remain in effect and enforceable. You authorize us to insert or correct missing information on this Lease, including your proper legal name, serial numbers and any other information describing the Equipment. At our sole discretion, we may permit the early termination of this Lease. If permitted, you agree to pay us a fee for such privilege. **THE PARTIES INTEND THIS TO BE A "FINANCE LEASE" UNDER ARTICLE 2A OF THE UCC. YOU WAIVE ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A (508-522) OF THE UCC. YOU FURTHER HEREBY ACKNOWLEDGE AND AGREE THAT WE AND/OR SUPPLIER MAY MAKE A PROFIT ON ANY AND ALL FEES REFERENCED HEREIN AND, IN SO DOING WAIVE ANY AND ALL CLAIM WHICH YOU MAY HAVE FOR UNJUST ENRICHMENT.** We may receive compensation from the manufacturer and/or Supplier of the Equipment in order to enable us to reduce the cost of this Lease below what we otherwise would charge. If we received such compensation, the reduction in the cost of this Lease is reflected in the Lease Payment.

14. **ELECTRONIC TRANSMISSION OF DOCUMENTATION.** This Lease may be executed in counterparts. The executed counterpart which has our original signature and/or is in our possession shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation: (i) any hearing, trial or proceeding with respect to this Lease; and (ii) any determination as to which version of this Lease constitutes the single true original item of chattel paper under the UCC. If you sign and transmit this Lease to us by facsimile or other electronic transmission, the transmitted copy shall be binding upon the parties. You agree that the facsimile or other similar electronic transmission of this Lease manually signed by us, when attached to the facsimile or other electronic copy signed by you, shall constitute the original agreement for all purposes. The parties further agree that, for purposes of executing this Lease, and subject to our prior approval and at our sole discretion: (a) a document signed and transmitted by facsimile or other electronic transmission shall be treated as an original document; (b) the signature of any party on such document shall be considered as an original signature; (c) the document transmitted shall have the same effect as a counterpart thereof containing original signature; and (d) at our request, you, who executed this Lease and transmitted its signature by facsimile or other electronic transmission shall provide the counterpart of this Lease containing your original manual signature to us. No party may raise as a defense to the enforcement of this Lease that a facsimile or other electronic transmission was used to transmit any signature of a party to this Lease.



Impact Networking, LLC

13875 West Boulton Blvd.
Lake Forest, Illinois 60045

866.652.0082 / 847.785.2251 fax
www.ImpactMyBiz.com

Maintenance Agreement

Bill to Location

Village of Winthrop Harbor
COMPANY NAME
Greg Jackson
CONTACT
830 Sheridan Road
ADDRESS
Winthrop Harbor IL 60096
CITY STATE ZIP
Gjackson@whpdorg
EMAIL
PHONE FAX

Agreement Type Selection

- Basic Maintenance Agreement
MPS Basic Agreement
MPS Platinum Agreement

- Each Agreement includes:
3 hour response time guaranteed with state-of-the-art call system.
Emergency calls available 7 days a week / 24 hours a day.
Full line factory trained technicians.
All parts replaced at no charge (unless otherwise noted.)
Proactive preventative maintenance, including 100% labor and parts.

Agreement includes 8.5"x11" and 11"x17" paper
PHT01 - Premium High Tech paper supplied per contracted volume.

Billing Interval Selection

Base Amount Billing:
Annual Semi-Annual Quarterly Monthly

Excess Image Billing:
Semi-Annual Quarterly Monthly

Device(s) or Group(s) Covered

Table with columns: Base Amount, Image Allowance (B&W, COLOR), Excess Image Charge (B&W, COLOR). Row 1: See Schedule A, 13,054, 2,573, \$ 0.00520, \$ 0.03200. Total Payment Amount: \$152.58

Notes/Special Instructions

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 months(s) or the stated amount of copies, whichever comes first. Any copies above the stated amount will be billed at the Excess Image Charge. Contract includes all supplies except paper and staples, unless Paper Plus Maintenance Agreement is selected. All contracts that include supplies are based on manufacturers specified yield at 5% print or copy coverage. Any additional supplies beyond this specification will be charged to the customer at normal supply rates. Freight for delivery of supplies and parts is charged to the client on all agreements.

Contract Effective Dates: From [] To []

Agreement: Please return with advanced 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, except as provided herein. The additional terms and conditions on the reverse side of this page hereof are incorporated in and made part of this agreement. Only the Impact Networking, LLC CEO or President is authorized to change, alter, or amend the terms or conditions of this agreement.

Impact Authorized Signature Date Customer Authorized Signature Date
Printed Name and Title Printed Name and Title

Maintenance Agreement

- 1. SCOPE OF SERVICES:** The charges established by this Agreement include payment for maintenance by Impact Networking, LLC (here- after referred to as "Impact") (during normal business hours): inspection, adjustments, parts replacement, drums and cleaning material required for the proper operation as determined by Impact. Paper and staples must be separately purchased by customer. 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.
- 2. LABOR PERFORMED:** Labor performed during a service call includes lubrication and cleaning of the equipment and adjustment, repair or replacement of parts. 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.
- 3. SERVICE LIMITATIONS:** Customer agrees Impact will not be required to make adjustments, repairs or replacements made necessary resulting from (i) unauthorized third parties performing any maintenance, repair or replacement, (ii) Customer modifying, relocating, damaging (including without limitation, unavoidable accidents), abusing or misusing the Equipment (including without limitation, the spilling of toner or other substance in the machine), and the breaking of fids, hinges, cassettes, etc., (iii) unauthorized Equipment alteration and tampering, or interconnection with non-compatible Equipment, (iv) obsolete Equipment or components deemed beyond repair in the sole judgment of Impact, (v) placing the Equipment in an area that does not conform to Impact space, electrical and environmental requirements (including without limitation, excessive dust, chemical residues, abnormal high or low temperatures), (vi) telephone or electrical power failure, (vii) strikes, accidents, embargoes, or war, (viii) Acts of God, lightning or other incidents of excess voltage or power surges, or (ix) Customer using toner, drum, processing units, ink, film, etc., from any source other than a service provider authorized by Impact. If maintenance is made necessary resulting from any of the above listed occurrences or other work not covered under the remedial maintenance obligation, at Impact's election, Impact may either (a) provide such maintenance and bill to Customer at Impact's then current rates for labor and parts (which shall be due and payable in full upon receipt of invoice) or (b) terminate this Agreement. Customer agrees that Impact will not be required to make adjustments, repairs, or replacements if Impact is not provided reasonable access to the Equipment.
- 4. ADVANCE INSPECTION:** Impact reserves the right to inspect all equipment to be covered under this Agreement to determine its mechanical condition. Equipment that is identified as requiring immediate repair will be identified to Customer. Customer, at its option, can elect to have said unit repaired at the then current hourly service labor rate plus parts or may elect to have the unit excluded from the Agreement.
- 5. REMEDIAL MAINTENANCE:** During the term of this Agreement, Impact agrees to perform the maintenance and repair that will keep the Equipment in good working order and condition, normal wear and tear excepted. If Impact is notified by Customer during the term of this Agreement that the equipment is not in good working condition, Impact will, during Impact's established normal service hours, make necessary adjustments and repairs including replacement of parts (if parts are included as part of the terms of this Agreement.) If parts are not included in this Agreement, Impact will promptly provide a quote for the appropriate part(s). Impact's normal service hours are 8:00 a.m. to 5:00p.m. Monday through Friday, excluding holidays. Impact may from time to time adjust these hours as may be required in the course of business, at which time the customer will be advised. Customer agrees to pay for all travel and labor time for service calls after Impact's normal service 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 866-752-0052. Applicable rates will be given at time of call. Service at times other than Impact's established normal service hours may be furnished on an "as available basis" at published rates then in effect. Replacement parts may have been used and/or reconditioned. Parts that have been replaced will remain the property of Impact.
- 6. RECONDITIONING:** When, in its sole discretion, Impact determines a shop reconditioning is necessary to keep the equipment in working condition, Impact will submit to Customer an estimate of needed repairs and the cost thereof, which will be in addition to any other charges payable under this Agreement, refunding the unused portion of the maintenance charge. Thereafter, service will be available by Impact on a per call basis at Impact's published rates.
- 7. CUSTOMER RESPONSIBILITY:** Customer will be responsible for daily care and cleaning of the top glass, dusting Equipment, replenishing toner, replacing disposal tank, clearing jams, etc., (where applicable). Customer also agrees to provide suitable electrical service and maintain proper environmental conditions.
- 8. AUTOMATIC RENEWAL OR TERMINATION:** 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 any of its obligations hereunder or otherwise to Impact. Unless otherwise indicated, this is an annual contract. This Agreement shall be renewed automatically unless Customer notifies Impact, in writing, not less than ninety (90) days prior to the renewal date. Impact reserves the right to cancel this contract at its discretion upon five (5) days written notice. You agree that after the first twelve (12) months of the Term (or any extension or renewal) of this Agreement, and at the end of each following twelve (12) month period thereafter, the Maintenance Charges are subject to change in accordance with current volume, current prices and equipment age.
- 9. CHARGES:** The initial charge for maintenance under this Agreement shall be the amount set forth on the front page of this Agreement. The Customer agrees to pay all additional charges for maintenance provided hereunder 10 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.
- 10. SUPPLIES:** Toner-inclusive contracts are based on manufacturer supply consumption rates. Impact will determine and deliver supplies in accordance with agreed upon usage. Use of covered supply products above the expected usage may result in additional charges. Toner may be OEM original or non-OEM at the discretion of the Service Provider.
- 11. PAPER INCLUDED:** If "Agreement includes 8.5"x11" and 11"x17" paper" is selected, Impact will provide PHT01 - Premium High Tech Paper in accordance with the contracted Base Image Allowance over the term of this Agreement. If the allotted volume of paper has been exhausted before the term of this Agreement ends, the Customer may sign an Amended Agreement for an increased paper supply to cover the remainder of the contract term. In the event that this Agreement is terminated, Impact may bill the customer for any excessive paper consumption above the Base Image Allowance.
- 12. PERFORMANCE OF EQUIPMENT AND USE OF OUTSIDE SUPPLIES:** The equipment Impact sells is designed to give excellent performance with Impact supplies, including paper, developer, toner and fuser oil. If the Customer uses supplies 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.
- 13. METER READINGS:** Customer agrees to provide Impact with accurate meter readings based on the billing term from the front of this Agreement, or if mutually agreed upon, to provide Impact with timely access to all Equipment so that Impact may obtain meter readings as required. If accurate meter readings are not provided, or if timely access is not provided, Impact reserves the right to estimate the meter reading from previous meter readings.
- 14. EARLY CARTRIDGE EXCHANGE:** Should it be determined that toner supplies, provided by Impact, are exchanged at a percentage of 15+% or higher on a consistent basis (to be determined by Impact Networking, LLC) the customer will incur a charge for the following toner needed OR an account review must be held to determine a price escalation to cover the additional charges. The early exchange of toner cartridges/units incurs additional costs to Impact that must then be assumed by the Customer. Initial contract pricing is based upon the use of cartridges supplied by Impact Networking, LLC to a level of 7% and below, which the Customer agrees to by entering into this Agreement.
- 15. DEFECTIVE SUPPLY RETURN POLICY:** In the event of a defective supply, the customer will notify Impact Networking and receive instructions on the proper return of the defective unit. Impact Networking will supply the prepaid means by which to return the item. It is the Customer's responsibility to ensure the defective item is returned following the instructions and return label provided within 5 business days of receipt of the replacement supply. If the product is not returned within the stated time period, or at least shown as shipped via Tracking number, the customer will be charged full retail value of the provided replacement supply.
- 16. PRINTER REPLACEMENT DUE TO VALUE OF REPAIR:** Should it be determined that a printer repair will exceed 125% of the then-current value of the device, as determined by Impact Networking, LLC, the device will be considered un-repairable and be replaced/excluded for coverage. Replacement devices may be provided by Impact Networking, LLC at a percentage discount from retail to be determined by contractual value.
- 17. NO WARRANTIES, EXPRESS OR IMPLIED:** IMPACT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR WARRANTIES 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, OR FOR SPECIAL OR CONSEQUENTIAL DAMAGES CAUSED BY ANY REASON.
- 18. LIABILITY LIMITATION:** Impact's total liability is limited to repair and maintenance under this Agreement. Impact will not be held liable to Customer or any other party for any personal injury or indirect, consequential damage, including, but not limited to, loss of use, revenue or profit. Impact will not be liable for any delay or failure to perform it's obligations due to any cause beyond it's reasonable control, including without limitation, performing services at a location deemed by Impact as hazardous to health and safety, Acts of God or government, labor difficulties or failure of improper transportation, telephone or power. In no event shall Impact be liable for loss of data resulting in delays in supplying service, repair of, or attempts to repair the Equipment by Customer or by agents, representatives, or employees of Impact.
- 19. INDEMNITY:** With respect to, arising from, or in connection from this Agreement, or from manufacture, maintenance, repair or use of any Equipment, Customer agrees to indemnify and hold harmless Impact and its agents, representatives, and employees from and against any and all claims, liabilities, damages, demands, cost and expenses of every kind and nature (including reasonable attorney's fees) arising from any injury or damage to any person, property, or business, excluding, however, any of the foregoing resulting solely from the negligence or misconduct of Impact or its agents, representatives or employees.
- 20. RELOCATION OF EQUIPMENT:** Customer agrees to keep the Equipment at the installation address and shall not move it from that location without prior written consent of Impact, which shall not be unreasonably withheld. Customer shall be responsible for all costs associated with relocation. If the Equipment is moved to a new location, Impact shall have the right to charge a new rate for the new location and Customer agrees to pay the difference between the old rate and the new rate. Customer agrees that it shall not move any Equipment that is subject to this Agreement, or any subsequent agreement between Impact and Customer, beyond Impact's service zones. If the 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.
- 21. CUSTOMER UPGRADE OF EQUIPMENT:** 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.
- 22. DEFAULT:** Customer shall be in default under this Agreement if Customer: (i) fails to make any payment to Impact or its agent within ten (10) days of when due or (ii) breaches any other term or condition included in this Agreement and Customer fails to cure any such breach within ten (10) days. In the event of a default, Impact may, in addition to other remedies, (i) refuse to service the Equipment until payment in full, including any late payment fees, are made; (ii) declare any and all sums (including penalties) which are due under the terms of this Agreement to be immediately due, (iii) furnish service on a C.O.D. "per call" basis at published rates; (iv) terminate this Agreement without advance notice; and/or (v) exercise any and all other remedies to which it may be entitled. The Customer agrees to pay Impact for all costs and expenses, including reasonable attorney's fees, incurred by Impact in establishing or enforcing its right hereunder.
- 23. TAXES:** Customer shall be responsible for all sales tax, use tax or other taxes (including without limitations personal property taxes accessible on the Equipment) and fees charged relative to this Agreement. Customer agrees to reimburse Impact for all amounts paid or payable by Impact in discharge of the foregoing taxes. Customer shall not be responsible for taxes based on Impact's gross or net income.
- 24. NOTICES:** Notices required under this Agreement shall be written and sent to Impact Networking, LLC at 13875 West Boulton Boulevard, Lake Forest, IL 60045 and to the Customer at the "bill to address" identified on the front side of this Agreement. All notice will be effective upon date of postmark.
- 25. JURISDICTION:** This Agreement shall be interpreted, enforced, governed and construed exclusively according to the laws of the State of Illinois.
- 26. FORUM AND VENUE:** The Parties agree that any dispute arising from or in connection with this Agreement or related to any matter which is the subject of this Agreement shall be subject to the exclusive jurisdiction of the State and/or Federal Courts of Illinois. In the event of any claim regarding a dispute arising from or in connection with this Agreement or related to any matter which is the subject of this Agreement that is brought in State Court, the Circuit Court of Cook County, Illinois shall have exclusive jurisdiction over such dispute. In the event of any claim regarding a dispute arising from or in connection with this Agreement or related to any matter which is the subject of this Agreement that is brought in Federal Court, the United States District Court for the Northern District of Illinois shall have exclusive jurisdiction over such dispute.
- 27. ATTORNEYS FEES AND LITIGATION COSTS:** In the event of a claim or litigation arising from or relating to the subject matter of this Agreement, and if Impact Networking prevails in such claim or litigation, the Customer/buyer/lessee shall reimburse Impact Networking, LLC for all attorney's fees and costs resulting therefrom.
- 28. ASSIGNMENT:** This contract is for the sole benefit of the Customer whose name appears on the front hereof and cannot be assigned by the Customer to any further owners of the covered Equipment.
- 29. CONFIDENTIALITY CLAUSE:** Impact recognizes that it must conduct its activities in a manner designed to protect any information concerning Customer, its affiliates or clients (such information hereinafter referred to collectively as "Customer Information") from improper use or disclosure. Impact agrees to use its best efforts to treat Customer Information on a confidential basis. Impact agrees not to disclose any Customer Information to any person, firm or corporation except to Impact employees or holder of Owner's interest who have a need to know such Customer Information to perform the services contemplated hereunder without Customer's prior written consent or unless subject to court order or subpoena.
- 30. APPROVAL REQUIREMENT:** This Agreement shall not be binding on Impact until approved by the President of Impact Networking LLC.
- 31. SEVERABILITY:** If any provision, clause or section of this Agreement is adjudicated by a court of competent jurisdiction to be illegal, void, invalid or unenforceable, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, all remaining provisions, clauses and sections shall remain in full force and effect.
- 32. ENTIRE AGREEMENT:** This document constitutes the entire Agreement between the Parties and supersedes all prior agreements, proposals and communications, whether written or oral, 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. Any such writing must be approved and executed by the President of Impact Networking LLC.



Point of Contact List

Accounts Payable

Name _____
 Title _____
 Address _____
 Phone _____
 Email _____

Confirmation of Supply Orders

Name _____
 Title _____
 Address _____
 Phone _____
 Email _____

IT Department

Name _____
 Title _____
 Address _____
 Phone _____
 Email _____

Solutions

Name _____
 Title _____
 Address _____
 Phone _____
 Email _____

Meter Reads

Name _____
 Title _____
 Address _____
 Phone _____
 Email _____

Proactive Service Contact

Dept. _____
 Name _____
 Title _____
 Address _____
 Phone _____
 Email _____

Other

Dept. _____
 Name _____
 Title _____
 Address _____
 Phone _____
 Email _____

ORDINANCE 2019 - _____

**AN ORDINANCE AMENDING BYOB REGULATIONS
MAKING THE PILOT PROGRAM PERMANENT AND
EXPANDING IT TO ADDITIONAL BUSINESSES**

WHEREAS, the Village regulates the sale of liquor in accordance with the provisions of the Illinois Liquor Control Act of 1934 as amended (the Act), and

WHEREAS, so-called “BYOB” or Bring Your Own Bottle regulations were adopted in 2016 as a pilot program with the intention of allowing businesses that did not qualify for, or did not desire, true liquor licenses to permit customers to bring alcoholic liquor for their own consumption on the businesses’ premises, and

WHEREAS, BYOB regulations are not considered liquor licenses under the Act and the case law interpreting the same and as such do not meet the requirements of a “pouring license” necessary for the issuance of a video gaming license by the Illinois Gaming Board, and

WHEREAS, the Village Board finds that certain modifications of the existing BYOB regulations is appropriate and necessary, and in particular to make the regulations permanent and to expand it to additional forms of businesses which hopefully will spur economic development and increase commercial trade within the Village, and

WHEREAS, the Village Board wants to ensure that the public interest is genuinely served by any and all licenses and permits granted to businesses,

NOW THEREFORE, BE IT ORDAINED by the Village of Winthrop Harbor, Lake County, Illinois, as follows:

SECTION ONE: Section 110.55 of the Winthrop Harbor Municipal Code is amended and shall hereafter read as follows (additions underlined, deletions ~~stricken~~):

~~110.55 BYOB. The following provisions are adopted as a pilot program in order to determine whether or not a regulations in this section apply to so-called BYOB (Bring Your Own Bottle) program is in the best interests of the citizens and and which are applicable to certain classes of businesses within the Village. The Village Board reserves all right to prohibit such activities or adopt further regulations following their occasional assessment of this pilot program.~~

- A. It shall be expressly permissible for restaurants and tobacco dealers in the Village to allow patrons to bring in their own alcoholic beverages and for the restaurant or tobacco dealer to provide glassware or other vessels to those patrons, provided they have a village-issued BYOB license permit for the same. Businesses may also provide storage lockers for customers to keep their alcoholic beverages on

premises, but each such individual locker shall be keyed or coded individually so that no one other than the customer assigned that locker shall have access to it; provided, however, that the business may maintain a master key or combination for the purposes of clearing out the lockers in the event of disuse by a customer or other legitimate business reasons.

- B. To qualify for a BYOB license permit, ~~the~~ a restaurant shall be required to have a current license from the Lake County Health Department; and a tobacco dealer must have a current Class B Tobacco Dealer's License issued by the Village of Winthrop Harbor. Further, the qualifying business must not be in arrears in any fees owed to the Village, and no person owning more than 5% of the business shall have been convicted of a felony or a misdemeanor involving dishonesty, such as fraud or theft.
- C. The owner of a qualifying restaurant business may apply for a license permit by providing a sworn statement on a form provided by the Village Clerk, submitting to a background check and paying the annual fee.
- D. No restaurant business shall allow any person to consume alcohol on the premises unless it holds a valid current BYOB license permit or a valid current liquor license.
- E. No person under 21 may consume alcohol on the premises of any business.
- F. Patrons must be served food, cigars or other tobacco products and cannot simply sit and drink alcoholic beverages at the restaurant or tobacco dealer.
- G. No alcohol may not be consumed in the premises at any time between 11:00 pm and 11:00 am the following morning.
- H. Gambling of any kind is prohibited in the premises.
- I. Public intoxication is not permitted by this section and restaurant business owners and managers shall promptly eject persons who have become intoxicated, and, if necessary to call the police promptly for assistance.
- J. No employee or owner of the restaurant business may consume alcohol on the premises or be intoxicated while working at the premises.
- K. No alcoholic beverages may be poured or consumed by any adult in a booth or table where a minor is seated, unless the minor is accompanied by a parent or legal guardian, and is properly supervised.
- L. The restaurant business shall be permitted to charge a fee for providing glassware or opening bottles, sometimes known as "corkage". However, the owner and employees of the restaurant business shall not be permitted to pour any alcoholic beverage. The business shall further be permitted to charge locker fees if lockers are provided for customers.
- M. The BYOB license permit is not considered a pouring license, and a restaurant business which qualifies for ~~such permission~~ a BYOB permit is not considered a liquor licensee or otherwise qualified to hold a terminal operator's license as that term is defined within the Illinois Video Gaming Act, 230 ILCS 4/1 et. seq. unless that restaurant also holds a valid and current local and state issued liquor license.
- N. The annual fee of \$100 applies to all restaurants businesses holding BYOB licensespermits. This fee is in addition to all other license fees applicable to the businesses.

- O. Any proven violation of the provisions of this section shall be considered grounds to revoke this grant of permission by the Village ~~Board~~ President upon not less than three (3) days' written notice. In the event of such revocation, the affected business may appeal to the Village Board whose majority decision shall stand as the final administrative act of the Village.
- P. A violation of the provisions of this section shall also subject the offender to penalties as provided in the chart of fines set forth in Section 39.07 of this Code.

SECTION TWO: This Ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

PASSED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF WINTHROP HARBOR, ILLINOIS, ON THIS ____ DAY OF _____, 2019.

ATTEST:

DR. MICHAEL BRUNO, MAYOR

JULIE RITTENHOUSE, VILLAGE CLERK

RESOLUTION 2020-R-

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WINTHROP HARBOR, that:

SECTION ONE: The following person shall be and is hereby appointed to the Office set opposite their name:

Dr. Michael Bruno (Chief Elected Official) - Zone Management Board for Zion Benton Enterprise Zone

SECTION TWO: Said appointment shall be for the term commencing from January 7, 2020 to April 30, 2021, or until their successor is appointed and qualified, whichever the case may be.

SECTION THREE: This Resolution shall be effective on its passage and signing, as provided by law.

ADOPTED AND SIGNED THIS 7th DAY OF January, 2020.

APPROVED:

DR. MICHAEL BRUNO, MAYOR

ATTEST:

JULIE RITTENHOUSE, VILLAGE CLERK