

VILLAGE OF VERNON HILLS

RESOLUTION NO. 2018-017

A RESOLUTION ENTERING INTO AN AGREEMENT WITH MEIRTRAN, INC. FOR THE PROVISION OF AN ATM AT THE VERNON HILLS GOLF COURSE

WHEREAS, the Village of Vernon Hills, County of Lake, State of Illinois (*“the Village”*) is a duly organized and existing municipality and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code; and

WHEREAS, the Village operates the Village of Vernon Hills Golf Course (*“the Course”*); and

WHEREAS, the Village desires to an Automated Teller Machine (*“ATM”*) at the Course; and

WHEREAS, the Village Board now desires to contract with Meirtran, Inc. to provide ATMs at the Course.

NOW THEREFORE BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS, as follows:

SECTION 1: EXECUTION OF AGREEMENT. The Village Manager is hereby authorized to execute all required documents to enter into an agreement with Meirtran, Inc. for the provision of an ATM at the Course, as attached to this Resolution in Exhibit A.

SECTION 2: EFFECTIVE DATE. This Resolution shall be in full force and effect upon its passage and approval by a majority of the members of the Village Board.

SECTION 3: RESOLUTION NUMBER: This Resolution shall be known as Resolution Number 2018-017.

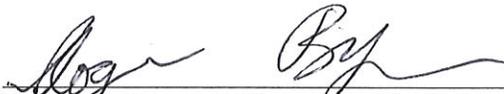
Dated the 3rd of April, 2018

Adopted by roll call vote:

AYES: 5 – Koch, Takaoka, Hebda, Schultz, Marquardt

NAYS: 0 - None

ABSENT AND NOT VOTING: 1 - Oppenheim



Roger L. Byrne, Village President

PASSED: April 3, 2018

APPROVED: April 3, 2018

ATTEST: April 4, 2018



Mark Fleischhauer, Village Clerk

RESOLUTION 2018-017
EXHIBIT A: AGREEMENT BETWEEN THE VILLAGE AND MEIRTRAN, INC.

**LICENSE
AGREEMENT**

This License Agreement made and entered in this 4th day of April, 2018, by and between Village of Vernon Hills ("Licensor") and Meirtran, Inc. ("Licensee").

RECITALS

WHEREAS, the Licensor occupies certain premises located at 291 Evergreen Drive, Vernon Hills, IL 60061 hereinafter referred to as "said Location"; and

WHEREAS, Licensee desires to operate and maintain an Automated Teller Machine ("ATM"); and

WHEREAS, Licensor is willing to grant Licensee a license to place, maintain, and operate said ATM upon the terms, covenants and conditions set forth herein.

AGREEMENT

Purpose

Licensor hereby grants Licensee the right, privilege and license to place, maintain, and operate said ATM at a mutually agreed upon site in said Location. This license is subject to the Licensee obtaining at its sole cost and expense any and all regulatory approvals, if any, which may be required to carry out the purpose of this Agreement.

ATM Functions

The parties agree that said ATM shall perform only the following functions:

- a. Cash Dispensing;
- b. Balance Inquiries;
- c. Funds transfers between customer accounts

Installation of Equipment

Licensor shall approve all plans and specifications for said ATM to be placed at the location, which approval shall not be unreasonably withheld. Licensor shall allow Licensee access to electrical service already on the site. Licensor and Licensee agree that the parties will facilitate the connection and maintenance of all telephone lines or other connection type to said ATM.

License Fees and Payments

Licensee will pay to Licensor an amount based on the number of "Qualified Transactions" (as hereinafter defined) completed at the Machine during the term of this Agreement according to the following schedule; collectively ("License Fee").

Qualified Transactions per Month Fee per Transaction

0 to 300	\$0.00
301 and up	\$0.50

The License Fee shall be paid by Licensee to Licensor. For purposes herein, "Qualified Transaction" shall mean any cash withdrawal which a cardholder's financial institution approves, and which the applicable network deems a settled transaction and in which Licensee collects a fee from the cardholder. Licensee will charge cardholders a fee of \$2.50 ("Surcharge") for every qualified transaction completed at the Machine. Licensee will review any proposed increases in the Surcharge with Licensor before such increase becomes effective.

Maintenance and Service

Any and all monitoring, cash replenishment and repairs to be made to said ATM shall be the sole responsibility of the Licensee, at Licensee's sole and exclusive cost.

Termination

Licensor and Licensee agree that each shall have the right and option to terminate this Agreement by providing thirty (30) days' notice to the other party prior to termination of this Agreement.

Hold Harmless & Indemnification

Licensee Indemnifies and holds the Licensor harmless from any and all claims and/or damages, including legal fees and costs stemming from this Agreement and the presence of the ATM in the said location at any time. Nothing herein shall be construed to waive any immunities the Licensor may assert.

Own Risk

Licensee recognizes that the installation of the ATM is of its own risk and that Licensor does not guarantee the security of the ATM or the said location of the ATM.

Insurance

During the term of this Agreement, Licensee will obtain and maintain insurance coverage. Licensee agrees to provide Licensor with copies of the certificates which represent all such insurance, and will ensure that such insurance is not subject to modification or termination without at least thirty (30) days' prior written notice to Licensor.

IN Witness Whereof, this License Agreement has been executed on the day and year written.

Meirtran, Inc.

By: Mike Boyd

Mike Boyd, President

Village of Vernon Hills

By: Mark G. Fleischhauer

Mark G. Fleischhauer, Village Manager