
**THE CITY OF BLUE ISLAND
COOK COUNTY, ILLINOIS**

**RESOLUTION
NUMBER 2021-22**

**A RESOLUTION OF THE CITY OF BLUE ISLAND, COOK
COUNTY, ILLINOIS, AUTHORIZING AND APPROVING
AN AMENDMENT TO AN AGREEMENT FOR AUTOMATED
TELLER MACHINE SERVICES AT THE MEADOWS OF BLUE
ISLAND GOLF COURSE**

**FRED BILOTTO, Mayor
RAEANN CANTELO-ZYLMAN, City Clerk**

**DEXTER JOHNSON
LUIZ MONTOYA
NANCY RITA
BILL FAHRENWALD
GABRIEL McGEE
CANDACE CARR
JOSH ROLL**

Alderman

RESOLUTION NUMBER 2021-22

**A RESOLUTION OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS,
AUTHORIZING AND APPROVING AN AMENDMENT TO AN AGREEMENT FOR
AUTOMATED TELLER MACHINE SERVICES AT MEADOWS OF
BLUE ISLAND GOLF COURSE**

WHEREAS, the City of Blue Island, Cook County, Illinois (the “City”) is a duly organized and existing City created under the provisions of the laws of the State of Illinois and operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto, with full powers to enact ordinances and adopt resolutions for the benefits of the residents of the City; and

WHEREAS, on February 3, 2021, Accel Entertainment Gaming, LLC (“Accel”) signed an *M3t Redemption Agreement* (the “Initial Agreement”) for the purposes of providing automated teller machine services at Meadows of Blue Island Golf Course; and

WHEREAS, the parties now desire to enter into the Initial Agreement in addition to *Addendum to the M3t Redemption Agreement*, (hereinafter the “Agreements”) copies of which are attached hereto and made a part hereof, as Exhibit A; and

WHEREAS, the Mayor and City Aldermen of the City of Blue Island deem it advisable and in the best interest of the health, safety and welfare of the residents of the City to enter into the Agreements.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Aldermen of the City of Blue Island, Cook County, Illinois as follows:

Section 1. That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2. That the Mayor and City Aldermen find and determine that the adoption of this Resolution is in the best interests of the City as well as in the best interests of the public.

Section 3. The Agreements by and between the City and Accel, which are attached hereto and made a part hereof as Exhibit A, are hereby approved in substantially the form presented to the Mayor and City Aldermen with such necessary non-material changes as may be authorized by the Mayor, the execution thereof to constitute the approval by the City of any and all changes or revisions therein contained.

Section 4. The Mayor, City Clerk and City Attorney are hereby authorized and directed to execute and deliver the Agreements and any and all documents necessary to implement the provisions, terms and conditions thereof, as therein described.

Section 5. The officials and officers of the City are hereby authorized to undertake actions on the part of the City as contained in the Agreements to complete satisfaction of the provisions, terms or conditions stated therein.

Section 6. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any other provision of this Resolution.

Section 7. All ordinances, resolutions, motions or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 8. This Resolution shall be in full force and effect immediately upon its passage, approval, and publication as provided by law.

(Left intentionally blank)

Exhibit A

Agreements

ADOPTED this 22nd day of June, 2021, pursuant to roll call as follows:

	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman JOHNSON	X				
Alderman MONTOYA	X				
Alderman RITA			X		
Alderman FAHRENWALD	X				
Alderman MCGEE	X				
Alderman CARR			X		
Alderman ROLL	X				
Mayor BILOTTO					
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APPROVED by the Mayor on June 22, 2021.

FRED BILOTTO
MAYOR OF THE CITY OF BLUE ISLAND,
COUNTY OF COOK AND STATE OF ILLINOIS

ATTESTED and Filed in my office this
22nd day of June, 2021.

RAEANN CANTELO-ZYLMAN, CITY CLERK

M3T REDEMPTION AGREEMENT

This Agreement is made on February 3, 2021 ("Effective Date") between Accel Entertainment Gaming, LLC, hereinafter referred to as ("Operator") and City of Blue Island, hereinafter referred to as ("Establishment"), whereas Operator and Establishment have mutually agreed to the placement of one M3T Redemption Kiosk (M3T) machine at Establishment's place of business, known as The Meadows Golf Club and located at 2800 W. 127th St. Blue Island, IL 60416. The term of this Agreement is 60 months, beginning on the date the M3T is made available for public use ("Activation Date"). This Agreement will automatically renew after each 60 month term, unless notice is given by either party at least 180 days prior to expiration of the term. Upon termination of the Agreement, Establishment shall provide reasonable access to the premises for Operator to remove the M3T.

Check One

Customer elects not to utilize the ATM functionality within the M3T Redemption kiosk.

Customer elects to utilize the ATM functionality within the M3T Redemption kiosk.

- Operator will provide M3T equipment and installation as well as provide maintenance and service for the M3T.
- Operator will supply the M3T with cash replenishment and consumables.
- The initial M3T surcharge will be \$3.00 per cash withdrawal. Operator reserves the right to increase the surcharge amount in order to meet minimum financial performance requirements \$1.50.
- Operator will pay Establishment \$25 cents per surcharged cash withdrawal, paid quarterly via check or ACH direct deposit.
- Operator will supply cellular device for M3T communication to the processor at the cost of \$ 30 /month. This cost is subject to change based on cellular costs established by network provider. Establishment and Operator shall share this cost equally.
- Establishment agrees not to compete with Operator by installing or permitting the installation of any competing equipment in the Establishment.
- The M3T will remain property of the Operator and, as such, Operator shall have the right to file security interests in the M3T. Establishment agrees to execute and deliver to Operator any documentation requested by Operator to put third parties on notice of Operator's security interest in the M3T.
- Establishment will provide an adequate electrical outlet within five feet from placement of the M3T.
- Establishment will notify Operator at least 14 days in advance of circumstances that will require a larger-than-usual M3T cash balance, by making a request according to written instructions provided by Operator.
- Operator will not be liable for damage to Establishment's property or business caused by persons using or misusing the M3T. Licensed Establishment will be liable for any damage to the M3T caused by patrons misusing the M3T.
- Operator reserves the right to offset set any costs, fees, losses, or liabilities against monthly payments owed Licensed Establishment.
- Establishment will maintain the area around the M3T so that it is clean, safe, accessible and visible to general public, and allows use of the M3T in compliance with the Americans with Disabilities Act and any exemptions or exclusions hereto.
- If Establishment defaults on this Agreement, Operator will be granted access to the premises and will be allowed to remove the M3T from the Establishment within 3 business days.
- This Agreement may be filed with the Recorder of Deeds and/or pursuant to the Illinois Uniform Commercial Code.
- This Agreement shall be interpreted, construed and governed by the laws of the State of Illinois.
- This Agreement shall be binding upon and inure to the benefit of the representative legal representatives, successors, and assigns of the parties hereto. This Agreement shall NOT terminate in the event of a sale of the Establishment, and a successor of the Establishment shall be obligated hereunder during the remaining term of this Agreement, subject to the consent of the Operator to continue this Agreement, which shall not be unreasonably withheld.
- This Agreement, together with any exhibits attached, represents the entire understanding between the parties with respect to the matters contained herein and may be amended only by instruments in writing signed by both parties. There are no representations or warranties, express or implied, other than those contained herein.
- If any provision of this Agreement, or the applicability of such provision to any person or circumstance, shall be determined to be invalid by any court of competent jurisdiction, then such determination shall not affect any other provision of this agreement, all of which provisions shall remain in effect and, if the provision is capable of being construed in two ways, one of which would render it valid, the provision shall have the meaning which renders it valid.

This Agreement may not be assigned without the express written consent of Operator.

In Witness Hereof, the parties state that they are duly authorized and empowered to execute this Agreement as of the Effective Date written above.

By: [Signature]
Printed Name: Andrew Rubenstein
Accel Entertainment Gaming, LLC
Title: Manager

By: [Signature]
Printed Name: ALAN BEGAN
Title: MANAGER

**ADDENDUM TO
M3t REDEMPTION AGREEMENT**

This Addendum to M3t Redemption Agreement ("Addendum") is made on this _____ day of _____, 2021 between Accel Entertainment Gaming, LLC ("Operator") and City of Blue Island d/b/a The Meadows Golf Club located at 2802 W. 123rd Street, Blue Island, Illinois 60406 ("Establishment") (collectively, the "Parties").

WHEREAS: Operator and Establishment entered into an M3t Redemption Agreement on _____ ("Agreement").

Operator and Establishment mutually agree that this Addendum hereby modifies and supplements the Agreement as set forth below:

Agreement Stipulations

- Line 4 shall be deleted in its entirety and replaced with the following information:
 - Operator will pay Establishment \$1.50 per surcharged cash withdrawal, paid quarterly via check or ACH direct deposit.
- Line 5 shall be supplemented with the following information:
 - The \$30.00/month cost shall be deducted from the Establishment's M3t commission share.
- Line 10 shall be deleted in its entirety and replaced with the following information:
 - Operator will not be liable for damage to Establishment's property or business caused by persons using or misusing the M3t. Establishment shall not be liable to Operator in the event of damage or theft of the M3t, unless such damage or theft is caused by Establishment, its employees, affiliates, and/or patrons.
- Line 13 shall be supplemented with the following information:
 - Operator will notify Establishment of the date and time of the removal of the M3t.
- Line 14 shall be deleted in its entirety and replaced with the following information:
 - This Agreement may be filed pursuant to the Illinois Uniform Commercial Code.
- Line 16 shall be deleted in its entirety and replaced with the following information:
 - This Agreement shall be binding upon and inure to the benefit of the representative legal representatives, successors, and assigns of the parties hereto. In the event that Establishment sells 100% of its assets, the new owner(s) shall have the option to terminate this Agreement by providing Operator written notice within sixty (60) days of the sale.
- Line 20 shall be added to the Agreement with the following information:
 - Establishment shall have the option to terminate this Agreement, provided that Establishment gives at least fourteen (14) days written notice of termination to Operator ("Early Termination"). In the event Establishment exercises its right to an Early Termination, Operator agrees to remove its M3t within fourteen (14) days of receiving Establishment's Early Termination notice. Establishment may submit its Early Termination notice via email to: regulatory@accelentertainment.com

No other sections of the Agreement have been modified in any way by this Addendum, and as such, all terms not modified by the terms of this Addendum shall remain in full force and effect. If there are any inconsistencies between the terms of the Agreement and this Addendum, the Addendum shall control.

The parties state that they are duly authorized and empowered to execute this Addendum to the Agreement on the date first written above.

"OPERATOR"

By: _____

Printed Name: _____

Title: _____

Date: _____

"ESTABLISHMENT"

By:  _____

Printed Name: _____

Title: _____

Date: _____