

RESOLUTION 2023-22

RESOLUTION APPROVING A 60-MONTH LEASE AGREEMENT WITH KOCH BROTHERS ON A LANIER IM C4500 COPIER FOR \$132.00 PER MONTH PLUS A MONTHLY SERVICE CHARGE BASED ON NUMBER OF COPIES.

WHEREAS, the City of West Branch Administration Department owns a Lanier copier which was originally obtained on a lease agreement in December of 2014; and

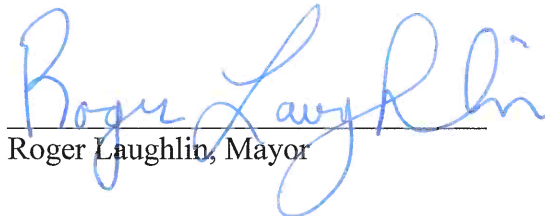
WHEREAS, the Administration Department accepted bids from three companies for a new 60-month lease agreement for a copier that prints at least 40 pages per minute; and

WHEREAS, a 60-month agreement with Koch Brothers for a Lanier copier that prints 45 pages per minute was selected as the best proposal.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the aforementioned agreement with Koch Brothers be and the same are hereby approved. Further, the Mayor and City Clerk are directed to execute said agreement on behalf of the City.


* * * * *

Passed and approved this 20th day of March, 2023.



Roger Laughlin, Mayor

ATTEST:



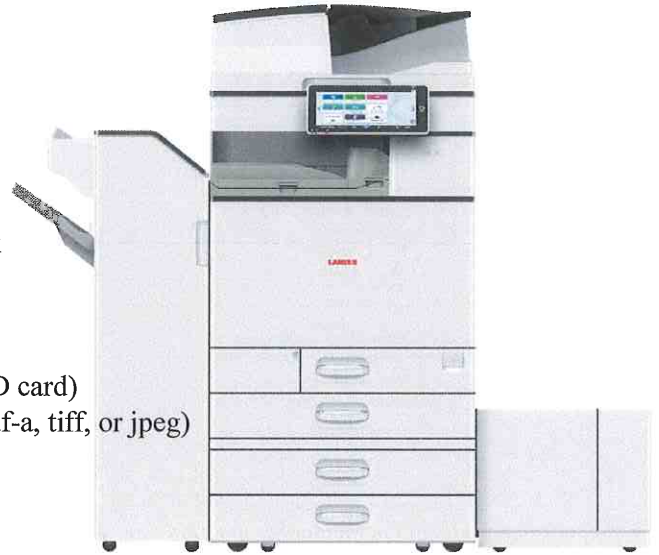
Leslie Brick, City Clerk



West Branch City Hall

Lanier IM C4500 Highlights:

- 45 Pages per minute **color** & monochrome
- 25% - 400% zoom lens
- 550/550/550/550/1,500 sheet paper drawers
- **220 sheet single pass document feeder**
- 100 sheet bypass
- 2 sided copying/printing
- Copies/prints up to 12x18
- Paper weight supported 14 lb. bond – 166 lb. index
- Will duplex up to 142lb. index paper
- Envelopes can be used in drawer #2
- Print/Scan/Fax included
- Scan to/print from USB device (Thumb drive or SD card)
- Scan directly to Email or file (pdf, compact pdf, pdf-a, tiff, or jpeg)
- 4 GB RAM
- 320 GB Hard Disk Drive
- Standard Data Overwrite Security System
- Standard Hard Disk Drive Encryption
- **Up to 240 ppm scanning speed full color**
- 1,000 sheet/50 sheet stapling external finisher
- Multiple copies to 999
- Warm up time less than 25 seconds from main power switch on
- Recovery time less than 1 second from sleep mode



Pricing:

Lanier IM C4500	Included
Fax module	Included
2x550 sheet paper drawers (4 drawers total)	Included
1,500 sheet Large Capacity Side Drawer (5 th paper drawer)	Included
1,000 sheet/50 sheet stapling external finisher	Included
ESP Power Filter	<u>Included</u>
Total Purchase Price	\$6,914.00

60 month lease option

\$132.00 per month

Service:

All black & white pages billed at .0065 per page. All color pages billed at .042 per page. This includes all equipment, service, parts, labor, supplies, and **toner**, excluding only paper and staples. **This service pricing is locked for 5 years!! (This new service agreement will save you \$730.08 per year or \$60.84 per month based on your current monthly averages!!)**



Koch Office Group
 325 Grand Avenue, Des Moines, IA 50309
 228 Northland Ct., Cedar Rapids, IA 52402
 Phone: (800) 365-2842

Sales Order Agreement

Date	3/6/2023
Buyer	
P.O. #	
Sales Rep	Dave Yaggi

Ship To	
West Branch City Hall	
PO Box 218 110 N. Poplar Street	
West Branch, IA 52358	
Contact:	Heidi Van Auken
Phone/Email:	(319) 643-5888 heidi@westbranchiowa.gov

Bill To	
Leaf Financial	
Billing Contact:	Heidi Van Auken
Phone/Fax:	(319) 643-5888

Lease Company:	Leaf Financial	Lease Type:	FMV
Rate Used:		Lease Months:	60
		Monthly Payment:	\$132.00
B/W CPP	0.0065	Color CPP	0.0420
B/W Printer CPP	0.0000	Color Printer CPP	0.0000
B/W Base			0
B/W Printer Base			0
Color Base			0
Color Printer Base			0

Quantity	Product #	Description	Unit Price	Total Price
1	#REF!	IM C4500 45 PPM Color A4 MFD		
1	D5131NT	IM C4500 15 Amp Power Filter		
1	418345	IM C4500 Bridge Unit BU3090		
1	418600	IM C4500 Fax Option Type M37		
1	418337	IM C4500 Finisher SR3260 (1,000 Sheet)		
1	418358	IM C4500 LCIT RT3040		
1	418349	IM C4500 Paper Feed Unit PB3280 (550 x 2)		

Warranty/Maintenance Agreement Yes No *Please select

The terms and conditions appearing on the face and reverse side of this agreement correctly set forth the entire agreement between the parties. The terms and conditions contained on the reverse side of this agreement include limitations of warranty, exclusion of consequential and other special damages and other limitations of liability. Customer acknowledges by its signature that it has read and understands it and that it constitutes the entire agreement, understandings, and representations, express or implied, between customer and Koch Brothers, with respect to hardware, supply, media, or documentation furnished or to be furnished hereunder and that this agreement supersedes all prior communications between the parties including all oral or written proposals. By executing this agreement, I acknowledge that I have read and understand this agreement and certify that I am authorized to execute this agreement on behalf of customer.

Subtotal	
Sales Tax	\$0.00
Delivery/Installation	\$0.00
TOTAL AMOUNT	\$0.00
Less Payment (Check #:)	
AMOUNT DUE	\$0.00

Customer Acceptance			Dealer Representative		
Authorized Signature/Date	Print Name	Title	Signature	Date	
X	ROGER LAUGHLIN	MAYOR	Dave Yaggi	3/1/2023	

Koch Office Group Terms and Conditions

WARRANTY

At any time within 30 days from the delivery hereunder of the equipment specified herein, the Seller will make free, of charge during ordinary business hours, all needed repairs thereto not necessitated by accident or abuse, or by damage arising from acts of third persons or any force of nature, provided that no repairs, alteration or additions have been made to such equipment except by the Seller or its authorized representatives. After the first 30 days and for the remainder of the manufacturer's warranty period, we will supply replacement parts for these parts found to be defective plus the labor necessary to make such replacements.

TERMS AND CONDITIONS

Title to said equipment shall remain in Koch Office Group, hereinafter called the Seller, until the purchase price therefore is paid in full in cash. The above payment or payments shall be made to the office of the Seller, from which the undersigned receives an invoice covering said equipment. Upon full performance and observance by the undersigned of all the terms and conditions hereof, at the times specified therefor, the title to said goods shall, without any further action on the part of the Seller, be transferred to and vested in the undersigned.

The particular equipment to be delivered hereunder, shall be appropriated hereto by the Seller out of equipment of its manufacturer fulfilling the specifications aforesaid and when so appropriated the serial number (or other identification) thereof shall be by the Seller endorsed on the Seller's counterpart hereof and therefrom and thereafter this contract shall stand and continue as to the equipment so identified as though said number (or other identification) had been written herein at the time of the signing hereof by the Purchaser, and the Seller shall have the authority to make like endorsement on any counterpart intended for filing or recording in any public office.

The undersigned agrees to pay any and all taxes on said goods and to keep said goods fully insured for the benefit of the Seller, against loss or damage by fire or theft or other causes. Any tax in effect at the time of delivery hereunder based upon or measured by the proceeds of sales made by the Seller, shall be added to the price herein specified.

The undersigned agrees that he will carefully keep said goods and will not encumber or dispose of them or permit them to be in any manner encumbered or taken by operation of law, and will not remove said goods or permit them to be removed from the present premises of the undersigned in the State, County, and/or city of delivery aforesaid without first obtaining the written consent of the Seller.

There are no understandings, agreements, representations or warranties, express or implied, not specified herein, respecting this order or the goods above mentioned.

The counterpart of this agreement held by the Seller shall be considered the original and shall be the binding agreement in case of a variance in any particular between it and any other signed copy.

If the undersigned fails to make the aforesaid payment or payments in cash, or if the undersigned shall petition for reorganization under the bankruptcy act or be adjudicated a bankrupt, or if a receiver shall be appointed for the undersigned's business, or if the undersigned shall make an assignment for benefit of creditors, or if the undersigned shall remove the equipment from his present premises without the written consent of the Seller, or should the undersigned violate any of the other covenants hereof, by him to be kept or performed, then the Seller either (1) may declare the entire sum remaining unpaid hereunder including interest at 7 percent per annum from date of invoice, to be immediately due and payable and elect to sue therefor, or (2) it may enter, with or without legal process and using such force as may be necessary, into or upon the premises where said goods, or any part thereof, may be, or is or are believed to be, and take possession thereof, and thereafter hold the same absolutely free from all claims of the undersigned, and retain all payments made by the undersigned hereunder as by law; and the undersigned for himself and his successors in interest hereby waives all claims and rights of action for trespass or damages by reason of such entry, taking of possession and removal, and also waives so far as is consistent with public policy, the benefits of any statutes of this State that may conflict with the conditions of this order or with any causes of action hereby given. Where action shall be taken hereunder the Seller through an attorney the undersigned shall pay an attorney fee if any shall be permitted by the law of the place of such action in the highest amount so permitted not exceeding fifteen percent (15%) of the original purchase price hereunder.

This shall become a binding contract when (but not before) either (a) it has been accepted by the Seller at its executive office, or (b) the equipment has been by the Seller delivered, or has left the Seller's place of business for delivery, to the Purchaser, with or without acceptance in writing hereon by a local representative of the Seller, Notice of acceptance by the Seller is hereby waived by the undersigned Purchaser. The undersigned hereby acknowledges receipt of a true and complete copy of this instrument.