



City Hall, 215 Sycamore St.  
Muscatine, IA 52761-3899  
(563) 264-1550  
Fax (563) 264-0750

---

**FINANCE & RECORDS**

**MEMO**

To: Gregg Mandsager, City Administrator

From: Nancy A. Lueck, Finance Director

Date: January 18, 2016

Re: Request to Enter into a Lease for a New Folding/Inserting Machine

**Introduction:**

The Finance department purchased a folding/inserting machine in the 2011/2012 fiscal year which replaced a previous machine. This machine is used to fold and insert payroll checks and direct deposit stubs, accounts payable checks, purchase orders, parking fine collection notices, and any other larger mailings by Finance staff or staff of other departments. This machine has been jamming frequently and has not been able to be properly repaired under the maintenance contract for this equipment. The repairperson has indicated our usage is higher than the machine was intended to be used for.

**Background Information:**

Finance staff has been looking for replacement machines from other vendors for possible inclusion in the 2016/2017 budget. Prices for most of the machines found ranged from approximately \$7,300 to \$9,000, and these machines had more features and capacity than what is needed in our department.

A machine from FP-USA-COM was found that should meet the needs of the department. If purchased, the price for this machine would be \$3,679.39. Annual maintenance on this machine, if purchased, would be \$375.00.

Finance staff also looked at the 63 month lease option provided by FP-USA-COM. The lease would be \$99.00 per month (\$1,188 annually) which includes all maintenance. The City is currently paying approximately \$500 for the annual maintenance agreement on the current machine. Using the lease option, the annual lease amount can be absorbed within the overall Finance department budget, with discontinuing the maintenance agreement on the current machine.

**"I remember Muscatine for its sunsets. I have never seen any  
on either side of the ocean that equaled them" — Mark Twain**

**Recommendation:**

Finance staff is recommending the City enter into the attached lease agreement with FP-USA-COM for the new folding/inserting machine. Please include this request on the agenda for the January 21, 2016 Council meeting. Please contact me if you have any questions or need additional information.

**Attachments:**

Lease Agreement and Machine Information Sheet



AN FP PROGRAM ADMINISTERED BY:  
 GREATAMERICA FINANCIAL SERVICES CORPORATION  
 625 FIRST STREET SE, CEDAR RAPIDS IA 52401  
 PO BOX 609, CEDAR RAPIDS IA 52408-0609

**CUSTOMER ("YOU") INFORMATION**

AGREEMENT NO.: \_\_\_\_\_

FULL LEGAL NAME **CITY OF MUSCATINE**

CUSTOMER'S ADDRESS **215 Sycamore St**

**MUSCATINE**

**IA 52761**

FP PLEASE DEALER (Dealer is not Owner's agent nor is Dealer authorized to waive or alter any term or condition of this Agreement)

**EQUIPMENT INFORMATION**

QTY TYPE MAKE MODEL NUMBER AND INCLUDED ACCESSORIES

SERIAL NO.

1 FPI-600 Folder/Inserter (2 standard trays, 1 BRE tray), Pass-Through Maintenance

**EQUIPMENT LOCATION**

SEE SCHEDULE

TERM IN MONTHS 63 MONTHLY PAYMENT AMOUNT **\$ 99.00**

(PLUS TAX)

SECURITY DEPOSIT: \$ \_\_\_\_\_

PURCHASE OPTION FAIR MARKET VALUE

**ADDITIONAL TERMS AND CONDITIONS**

**AGREEMENT.** You want us to pay your Dealer for the equipment referenced herein "Equipment" and you agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement will begin on the date the Equipment is delivered to you or any later date we designate. We may charge you a reasonable fee to cover documentation and investigation costs. If any amount payable to us is not paid when due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six (\$26.00) dollars or 2) the highest lawful charge, if less. Any security deposit will be commingled with our assets, will not earn interest, and will be returned at the end of the term provided you are not in default. If an advance payment is required the amount exceeding one payment shall be applied to the last payment(s) during the term or any renewal term.

**NET AGREEMENT THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU UNDERSTAND WE ARE PAYING FOR THE EQUIPMENT BASED ON YOUR UNCONDITIONAL ACCEPTANCE OF IT AND YOUR PROMISE TO PAY US UNDER THE TERMS OF THIS AGREEMENT, WITHOUT SET-OFFS FOR ANY REASON, EVEN IF THE EQUIPMENT DOES NOT WORK OR IS DAMAGED, EVEN IF IT IS NOT YOUR FAULT.**

**EQUIPMENT USE.** You will keep the Equipment in good working order, use it for business purposes only and not modify or move it from its initial location without our consent. You must resolve any dispute you may have concerning the Equipment with the manufacturer or Dealer. Payments under this Agreement may include amounts you owe your Dealer under a separate arrangement (for maintenance service, supplies etc.), which amounts may be invoiced by us on your Dealer's behalf for your convenience.

**POSTAGE DEVICES:** Postage measurement devices referenced herein which are subject to a rental agreement between you and FP Mailing Solutions, Inc. ("FP") are not part of the Equipment and your use and the ownership of such devices will be governed exclusively by your rental agreement with FP. You will need to reference your rental agreement with FP for the term of, and your rights and obligations under, the rental agreement. For your convenience, payments under this Agreement may include the rental amounts you owe FP under the rental agreement.

**SOFTWARE/DATA.** Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

**NO WARRANTY. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU HAVE ACCEPTED THE EQUIPMENT "AS-IS". YOU CHOSE THE EQUIPMENT, THE DEALER AND ANY/ALL SERVICE PROVIDER(S) BASED ON YOUR JUDGMENT. YOU MAY CONTACT YOUR DEALER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER OR DEALER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.**

**ASSIGNMENT.** You may not sell, assign or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement or our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, the assignee will have our rights but will not be subject to any claim, defense, or set-off assertable against us or anyone else.

**LAW/FORUM.** This Agreement and any claim related to this Agreement will be governed by Iowa law. Any dispute will be adjudicated in a state or federal court located in Linn County, Iowa. You consent to personal jurisdiction and venue in such courts and waive transfer of venue. Each party waives any right to a jury trial.

**LOSS OR DAMAGE.** You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. We are not responsible for, and you will

indemnify us against, any claims, losses or damages, including attorney fees, in any way relating to the Equipment. In no event will we be liable for any consequential or indirect damages.

**INSURANCE.** You agree to maintain comprehensive liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee, and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to 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 secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 3% per annum.

**TAXES.** We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. Sales or use tax due upfront will be payable over the term with a finance charge.

**END OF TERM.** At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew month to month unless a) you provide us written notice of your intent to return the Equipment at least 90 days prior to the End Date, and b) you timely return the Equipment to the location designated by us, at your expense. If a Purchase Option is indicated above and you are not in default on the End Date, you may purchase the Equipment from us "AS IS" for the Purchase Option price. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the amount we paid for the Equipment.

**DEFAULT AND REMEDIES.** If you do not pay any sum within 10 days after its due date, or if you breach any other term of this Agreement or any other agreement with us, you will be in default, and we may require that you return the Equipment to us at your expense and pay us 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, both discounted at 4% per annum. We may also use all other legal remedies available to us, including disabling or repossessing the Equipment. You agree to pay all our costs and expenses, including reasonable attorney fees, incurred in enforcing this Agreement. You also agree to pay interest on all past due amounts from the due date, at 1.5% per month.

**UCC.** You agree that this Agreement is (and/or shall be treated as) a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

**MISCELLANEOUS.** This Agreement is the entire agreement between you and us and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The original of this Agreement shall be that copy which bears your facsimile or original signature, and which bears our original signature. Any change must be in writing signed by each party.

Owner ("we", "us"): GreatAmerica Financial Services Corporation  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Print Name & Title: \_\_\_\_\_

Customer: (As Stated Above)  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Print Name & Title: \_\_\_\_\_

**UNCONDITIONAL GUARANTY:** The undersigned unconditionally guarantees that the Customer will timely perform all obligations under the above Agreement. The undersigned also waives any notification if the Customer is in default and consents to any extensions or modifications granted to the Customer. In the event of default, the undersigned will immediately pay all sums due under the terms of the Agreement without requiring Owner to proceed against Customer or any other party or exercise any rights in the Equipment. The undersigned, as to this guaranty, agrees to the designated forum and consents to personal jurisdiction, venue, and choice of law as stated in the Agreement, agrees to pay all costs and expenses, including attorney fees, incurred by Owner related to this guaranty and the Agreement, waives a jury trial and transfer of venue, and authorizes obtaining credit reports.

SIGNATURE **X** PRINT NAME DATE

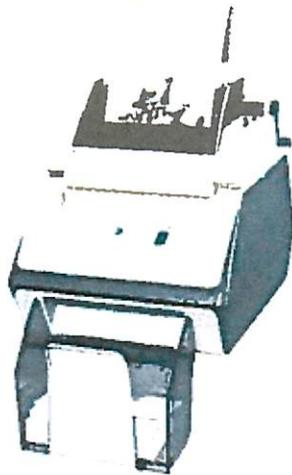




Date: 12/14

[Redacted] City of Muscatine

# FPI-600



## Say Goodbye to Hand Folding, Stuffing and Sealing Envelopes!

Feed, fold, insert and seal your letters or invoices in no time with the **FPI-600** tabletop inserting system.

This entry-level folder-inserter processes 1,350 letters per hour making it possible for any small office to enjoy the benefits of automated folding and inserting right at your desktop.

[Redacted]

### Inserting Speed

From one station up to 1,350 letters/hour

### Capacity - Letter Collector

Catch tray, foldable 100 letters

### Maximum Capacity

Fold types up to 5 sheets  
tri-fold, single, double,  
parallel, no fold

### Dimensions

Height 4.1" to 6.5"  
Width 8.5" to 9.5"  
Weight: 19 to 30 lbs.  
Feeder capacity (20 lb.) 100 sheets

[Redacted]

### Service and Maintenance Included

63 Month Lease Term

**Per Month** **\$ 99.00**

Price above does not include tax.

The proposal estimated herein is valid for 60 days

[Redacted]

The fastest growing postage meter company in the U.S.

- History dating back over 85 years
- Additional offerings include mailing software, folder-inserters, letter folding machines and address printers
- FP Group employs around 1,100 people worldwide
- 100% U.S. based customer service representatives

[Redacted] days

Rep Name: Patrick Tobas

Title: Major Account Executive

Phone: 630.827.5779

Email: ptobas@fp-usa.com

Address: 140 N. Mitchell Ct.  
Suite 200  
Addison IL 60101  
www.fp-usa.com



PT0713-FPI600

**FP-USA.COM**