

Introduced by: Council Present

**AN ORDINANCE FOR THE CITY OF BERKELEY, MISSOURI, AUTHORIZING THE CITY
MANAGER TO EXECUTE THE ATTACHED MARXAM POSTAGE METER AND
MAINTENANCE AGREEMENT**

Now, Therefore, Be it ordained by the City Council of the City of Berkeley, Missouri, as follows:

- Section 1.** The City Manager is hereby authorized to execute the attached agreement with Marxam Mailing System for the leased postage meter equipment and maintenance for 63 months.
- Section 2.** The attached agreement is hereby incorporated herein and made a part of this ordinance, as if fully set out herein.
- Section 3.** This Ordinance shall be in full force and effect from and after its passage.

1st Reading this 07th day of October 2024

2nd Reading this 07th day of October 2024

3rd Reading, PASSED and APPROVED, this **day of** **2024**

Theodore Hoskins, Mayor

ATTEST:

Deanna L. Jones, City Clerk

Approved as to Form:
Donnell Smith, City Attorney

Final Roll Call:

| | | | | |
|---------------------------------------|---------|---------|------------|-------------|
| Vacant | Aye ___ | Nay ___ | Absent ___ | Abstain ___ |
| Councilwoman Williams | Aye ___ | Nay ___ | Absent ___ | Abstain ___ |
| Councilman Hoskins | Aye ___ | Nay ___ | Absent ___ | Abstain ___ |
| Councilwoman Anthony | Aye ___ | Nay ___ | Absent ___ | Abstain ___ |
| Councilman Hindeleh | Aye ___ | Nay ___ | Absent ___ | Abstain ___ |
| Councilwoman-at-Large Crawford-Graham | Aye ___ | Nay ___ | Absent ___ | Abstain ___ |
| Mayor Deinbo | Aye ___ | Nay ___ | Absent ___ | Abstain ___ |



 **UNITED STATES
POSTAL SERVICE®**
Approved IMI Postage Solution



PostBase® insight Auto

PostBase® insight Auto

The perfect mailing system for your growing business needs

The PostBase® insight auto is a fully IMI-compliant postage meter with the latest innovation in mailing system technology. This fully digital mailing system boasts a full color adjustable touchscreen, intuitive interface and scalability to fit your growing business needs. Gain access to postal discounts and complementary software solutions that make the PostBase® insight a smooth operating workhorse for your business.



USPS® IMI Approved Postage Meter



The PostBase® insight is equipped with the most up-to-date USPS® Intelligent Mail Indicia (IMI) technology. The PostBase® insight has been designed to fully meet all USPS® standards and requirements.



High Yield Ink - Low Cost Per Imprint

PostBase® insight is designed to keep your operational costs low. With a high yield, dual ink cartridge system, it offers the lowest cost per imprint in its class. Ink cartridge replacement is easy; users are guided through the process with on-screen animation.



Convenient & Professional

- Postage available 24/7
- Metered mail discounts
- Full set of USPS® postal rates
- Intuitive touchscreen operation
- Long lasting, high capacity ink cartridges
- Professional business mail image

FP Parcel Shipping

Ship. Track. Save.

Paired with the PostBase® insight, FP Parcel Shipping is the perfect companion to send packages. FP Parcel Shipping comes equipped with the USPS® shipping rates with the option to add multi-carrier shipping, giving you the power to select the best rate for the day you want your package to arrive.

Saving time and money while sending packages has never been simpler. This online shipping application allows you to easily compare rates and print shipping labels with the tracking barcodes for the carrier and service selected.

FP Parcel Shipping also offers:

- Discounted Commercial Plus® Pricing
- Free insurance on Priority Mail® and Priority Mail Express® (up to \$100 value)
- CASS address correction and validation
- Package tracking dashboard with email notifications
- Multi-carrier rate shopping option add-on



Label Printer
(optional)



External Scale
(optional)



Prints IMpb compliant tracking labels on letter size paper or 4" x 6" thermal shipping labels

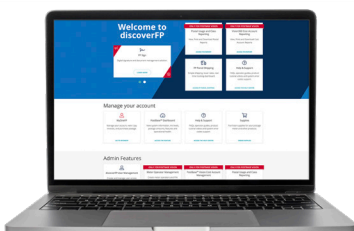


Features

Automatic envelope feeder
Adjustable touchscreen
Rates up to 15 lbs. with integrated scale
Prints up to 85 letters per minute
Up to 200 Cost Accounts
Up to 20 quick select rate shortcuts
Rate Wizard for selecting USPS® Postal Products
Full set of USPS® rates and Extra Services
Automatic postal rate downloads
Label Dispenser
Envelope graphics - 3 std., 30 custom
PIN code access protection
High speed internet connection (LAN)
Easy ink replacement
FP Parcel Shipping online application - USPS®
RemoteOne (PC control software)

Connected to FP online

FP offers an easy way to get an overview of your mailing system, access your invoices and orders, and purchase postage and supplies all from a single online platform. Plus, find product specific support and access to FP digital products and services.



Specifications

| | |
|--------------------------------|---------------------------|
| Dimensions | 48" L x 15.4" D x 11.8" H |
| Expandable catch tray length | 12.6" - 17.5" |
| System weight | 41.4 lbs. |
| Catch tray weight | 2.2 lbs. |
| Maximum letter thickness | 0.40" |
| Envelope sizes | 3.5" x 5" to 10" x 14" |
| Ink cartridge capacity (up to) | 18,000 imprints |
| Noise | <70 dB(A) |
| Display | 4.3" color touchscreen |

Certifications

CE, GS, CSA, Nemko, UL Listed
USPS® IMI Approved Postage Solution
Energy Star 3.0

Connectivity

LAN or optional Wi-Fi adapter

Options

Wi-Fi adapter
Cost Account printing
Differential Weighing
FP Parcel Shipping - multi carrier option
FP Parcel Shipping 10 or 70 lb. capacity USB scale
4" x 6" shipping label printer
ReportOne (Account Management Software)
MailOne (Parcel Shipping Software)



Learn more at: www.fp-usa.com/postbase-insight-auto

© 2021 FP Mailing Solutions. All Rights Reserved. TM, SM and ® denote trademarks or registered trademarks of Francotyp-Postalia, Inc. The FP™ logo and FP™ Mailing Solutions Product logos are trademarks or registered trademarks of Francotyp-Postalia, Inc.
BR2034



FP Finance Customer Agreement

FP Mailing Solutions
140 N. Mitchell Ct, Ste 200
Addison, IL 60101-5629
Tel: (800) 341-6052
www.fp-usa.com

CUSTOMER INFORMATION

| | |
|---|------------|
| Billing Address | |
| Customer: Berkeley, City Of | |
| Department: | |
| Street: 8425 Airport Rd. | |
| City: St. Louis | County: |
| State: MO | Zip: 63134 |
| Tel: (314)524-3313 | Fax: |
| E-mail: tford@berkeleymo.us | |
| Contact Name: Toronzo Ford | |
| Deliver To: <input type="checkbox"/> Dealer <input type="checkbox"/> Customer | |
| <input type="checkbox"/> Existing Customers Only: check box if Billing Address has changed. | |

| | |
|--|---------|
| Shipping & Installation Address (if different than Billing) | |
| Customer: | |
| Department: | |
| Street: same | |
| City: | County: |
| State: | Zip: |
| Tel: | Fax: |
| E-mail: | |
| Contact Name: | |
| Mailing Address: <input type="checkbox"/> Same as Billing | |
| <input type="checkbox"/> Existing Customers Only: check box if Shipping/Install Address has changed. | |

RENTAL INFORMATION

| Item # | Item Description |
|--------------|------------------------------------|
| P500C | PostBase Insight Meter (PSD) |
| UNL & RGPOST | Unlimited Resets & RateGuard |
| FPPSUSPS | Parcel Shipping, Single User, USPS |

PURCHASED EQUIPMENT INFORMATION

| Item # | Item Description |
|--------|------------------------------------|
| FPLI4N | PostBase Insight Equipment Package |
| | |
| | |
| | |

Term of Contract: 63 Months

Terms and Conditions: By signing below, I hereby acknowledge and agree that FP's standard shipping rates and the additional terms and conditions available on the FP website at www.fp-usa.com/terms-conditions are applicable to, and incorporated by reference into, this agreement. (If you do not have access to the internet, please contact FP directly at 800.341.6052 and we will provide you with a copy for your records.)

MAINTENANCE INFORMATION

| Item # | Item Description |
|--------|--|
| MMAINT | Maintenance (Provided by Servicing Dealer) |

Base and/or Feeder Cover Color: Silver

CUSTOMER ACCEPTANCE (please complete all fields)

| | | | |
|---|-----------------|--|---------------------|
| Customer Acceptance of Terms | | Dealer Information | |
| Print Name of Authorized Representative: <u>X</u> | | Selling Dealer Name: MarXam, LLC Dealer #: 3430 | |
| Tel: (314)524-3313 | | Address: 732 Crown Ind. Ct, Chesterfield, MO 63005 | |
| Tax ID: <u>X</u> | State: <u>X</u> | Tel: 636.532.2525 | Fax: |
| Authorized Signature: <u>X</u> | | Sales Representative Name: Fred Max-Vice President | |
| Date: <u>X</u> | | Servicing Dealer Name: MarXam, LLC | Svc. Dealer #: 3430 |

DEALER & INTERNAL USE ONLY

| | | |
|---|---|---|
| <input checked="" type="checkbox"/> New Customer <input type="checkbox"/> Existing Customer Name Change <input type="checkbox"/> Upgrade From: _____ If Upgrading From An EZLEASE, List The Contract #: EZLEASE Contract #: _____ FP Existing Account No.: _____ | <input type="checkbox"/> Major Account: _____ <input type="checkbox"/> Master Billing Acct. No.: _____ <input type="checkbox"/> Master Postage Acct. No.: _____ | Promo Code: _____ Package Code: _____ <input type="checkbox"/> Price or Terms Exception Approval (attach copy) <input checked="" type="checkbox"/> Tax-Exempt Certificate Attached |
|---|---|---|

GOVERNMENTAL ENTITIES ADDENDUM

This is an addendum ("Addendum") to and part of that certain agreement between GreatAmerica Financial Services Corporation ("GreatAmerica") and Berkeley, City of ("Governmental Entity", "you", or "your"), which agreement is identified in GreatAmerica's records as agreement number _____ ("Agreement"). All capitalized terms used in this Addendum which are not defined herein shall have the meanings given to such terms in the Agreement.

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation.

GOVERNMENTAL ENTITY'S AUTHORIZED SIGNATURE

(As Stated Above)

X

SIGNATURE

PRINT NAME & TITLE

DATE

GREATAMERICA'S SIGNATURE

GreatAmerica Financial Services Corporation

SIGNATURE

PRINT NAME & TITLE

DATE

**CUSTOMER ("YOU") INFORMATION**

FULL LEGAL NAME: Berkeley, City Of

CUSTOMER'S ADDRESS: 8425 Airport Rd. St. Louis, MO 63134

AGREEMENT NO.: _____

EQUIPMENT INFORMATION

QTY TYPE, MAKE, MODEL NUMBER AND INCLUDED ACCESSORIES

1 PostBase insight i4 Base/Scale, and Autofeeder w/ Sealer

SERIAL NO. _____

EQUIPMENT LOCATION: same

☐ SEE SCHEDULE

TERM IN MONTHS: 63

MONTHLY PAYMENT AMOUNT: \$ 131.95 (*PLUS TAX)

SECURITY DEPOSIT: \$ 0

PURCHASE OPTION*: FAIR MARKET VALUE

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to now provide you the equipment and/or software referenced herein ("Equipment") and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered to you or any later date we designate. We may charge you a one-time origination fee of \$139.00. If any amount payable to us is past due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less. Any security deposit will be returned upon full performance.

NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT FOR THE ENTIRE TERM. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON.

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. If we have entered into a separate arrangement with you for maintenance, service, supplies, etc. with respect to the Equipment, payments under this Agreement may include amounts owed under that arrangement, which amounts may be invoiced as one payment for your convenience, and which amounts may be subject to change from time to time based on that arrangement.

POSTAGE DEVICES. Postage measurement devices referenced herein which are subject to a separate rental agreement between you and us are not part of the Equipment and your use and the ownership of such devices will be governed exclusively by your rental agreement with us. You will need to reference your rental agreement with us 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 us 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.

LIMITATION OF WARRANTIES. EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER 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 and 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, our assignee will have our assigned rights under this Agreement but none of our obligations and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else.

LAW/FORUM. You agree that this Agreement and any claim related to this Agreement shall be governed by the internal laws of the state in which our (or, if we assign this Agreement, our assignee's) principal place of business is located and any dispute concerning this Agreement will be adjudicated in a federal or state court in such state. You hereby 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. Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify us and our assignee, if

applicable, against any claims, losses or damages, including attorney fees, in any way relating to the Equipment or data stored on it. In no event will we be liable for any consequential or indirect damages.

INSURANCE. You agree to maintain commercial general 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, at least 90 days prior to the End Date, of your intent to return the Equipment, 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 price of the Equipment.

DEFAULT/REMEDIES. If a payment becomes 10+ days past due, or if you otherwise breach this Agreement, 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, discounted at 3% per annum; and we may disable or repossess the Equipment and use all other legal remedies available to us. You agree to pay all costs and expenses (including reasonable attorney fees) we incur in any dispute with you related to this Agreement. You agree to pay us 1.5% interest per month on all past due amounts.

UCC. If we assign rights in this Agreement for financing purposes, you agree that this Agreement, in the hands of our assignee, is, 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 relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature. Any change must be in writing signed by each party.

Owner ("we", "us"): FP Finance

Signature: _____ Date: X

Print Name & Title: _____

Customer: (As Stated Above)

Signature: X X Date: X

Print Name & Title: X X

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: _____