

**ORDINANCE NO. 21-023**

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT WITH PITNEY BOWES INC., OF STAMFORD, CONNECTICUT THROUGH THE STATE OF OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES COOPERATIVE PURCHASING PROGRAM FOR POSTAGE MACHINE EQUIPMENT AND SERVICES; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the current lease on the City's postage machine has expired making it necessary to seek proposals for a new updated solution; and

**WHEREAS**, a Request for Proposals (RFP) was issued on December 15, 2020, for Postage Machine Services in which two (2) proposals were received and evaluated by a selection committee and based upon the proposer's presentation, experience, ability, technology, usability, and cost, Pitney Bowes, Inc. was selected as the lowest and best; and

**WHEREAS**, the postage machine equipment and on-line services is available from Pitney Bowes, Inc. of Stamford, Connecticut, through the State of Ohio Department of Administrative Services Cooperative Purchasing Program, thereby, allowing local political subdivisions to purchase items that have been competitively bid from the successful state vendor giving the City the benefit of the State's negotiated price and eliminating the necessity of formal bidding; and

**WHEREAS**, Pitney Bowes, Inc. proposes a Thirty Six (36) month lease for the equipment at \$442.31 per month, and the SendPro on-line mailing system subscription at \$369.65 per month, for a total cost of \$29,230.56 and this cost will be paid with funds from the operating budgets of the relevant departments; and

**WHEREAS**, the SendPro on-line mailing system simplifies the mailing process and provides for desktop shipping, flexibility, and allow the City utilize the business rate postage for a cost savings; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the agreement and expedite implementation to begin the cost savings and to return the mail machine currently being used on a month-to-month basis; and

**WHEREAS**, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Information Technology, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

**PAGE 2 - ORDINANCE NO. 21-023**

Section 1. The City Manager is authorized and directed to enter into a Lease Agreement with Pitney Bowes, Inc. of Stamford, Connecticut, through the State of Ohio Department of Administrative Services Cooperative Purchasing Program for Postage Machine Equipment and Services, for a period of thirty-six (36) months, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance, at an amount **not to exceed** Twenty Nine Thousand Two Hundred Thirty and 56/100 Dollars (\$29,230.56).

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.



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RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION



ATTEST:

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MCKENZIE E. SPRIGGS  
CLERK OF THE CITY COMMISSION

**PAGE 3 - ORDINANCE NO. 21-023**

Passed: February 22, 2021

**Exhibit A**

**LEASE SCHEDULE No. \_\_\_\_\_ TO MASTER LEASING AGREEMENT  
(The "Master Leasing Agreement")**

**True Lease Transaction**

**UNDER STATE TERM SCHEDULE NUMBER 111 800547**

**1. Terms and Provisions:** This Lease Schedule is entered into by and between the Lessor and the Lessee set forth below pursuant to the terms of the Master Leasing Agreement, dated 03/01/2017, between Pitney Bowes Inc., as Lessor, and the State of Ohio, by the Department of Administrative Services, for the Lessee. The terms of the MASTER LEASING AGREEMENT are hereby incorporated by reference and made a part hereof. The Lessee (check appropriate box) and billing address of Lessee (complete) are set forth below:

- An Ohio State agency. The Lessee is the Ohio State agency set forth with the billing address below.**
- A Political Subdivision in the State of Ohio. The name of the Political Subdivision is set forth below with the billing address.**

**Name and Billing Address:**  
City of Sandusky  
240 Columbus Ave  
Sandusky OH 44870-2604  
0011365820

**2. Commencement Date** of this Lease Schedule shall be: a) the Acceptance Date as identified on the Acceptance Certificate (Exhibit B) hereto if such date is the first day of a month; or b) the first day of the month following the Acceptance Date if such date is not the first day of a month. The Lease Payment due dates shall include the Commencement Date and shall be on the first day of each month thereafter.

**3. Description of the Property:** The Property subject to this Lease Schedule is set forth below and has been acquired pursuant to the State Term Schedule 800547 currently in existence between Pitney Bowes Inc. and the State of Ohio, dated 03/01/2017

<b>Item No.</b>	<b>Quantity</b>	<b>Style</b>	<b>Description</b>
1			
2		<b>SEE ATTACHED QUOTE</b>	
3 etc.			

**Property Location:** 240 Columbus Ave Sandusky OH 44870-2604

- 4. Term:** 36 months
- 5. Periodic Lease Payment Amount:** \$811.96
- 6. Lease Payment Frequency:** monthly billed quarterly [monthly, quarterly, annually]
- 7. Expiration:** Lessor shall not be obligated to maintain the stated Payment Amount if the Certificate of Acceptance covering the Property has not been executed by Lessee and received by Lessor at: 3001 Summer St Stamford CT 06926; by 5:00 p.m., 30 days after installation.
- 8. Taxes.** Lessee shall keep the Property free of all levies, liens and encumbrances, except for the interest of Lessor under the Master Leasing Agreement, and shall pay when due all, to the extent applicable by law, taxes, fees, withholdings, levies, imposts, duties, assessments and charges of any kind and nature arising out of or related to the Master Leasing Agreement all in accordance with Section 11 of the Master Leasing Agreement. Upon receipt by Lessor of any such property tax bill (whether from Lessee or directly from the taxing authority), Lessor will pay such tax and will invoice Lessee for the expense. Upon receipt of such invoice, Lessee will promptly reimburse Lessor for such expense.



**Exhibit B**

**True Lease Transaction**

**CERTIFICATE OF ACCEPTANCE**

LEASE SCHEDULE NO. \_\_\_\_\_

By and Between

City of Sandusky (**Lessee**)

and

Pitney Bowes Inc. (**Lessor**)

Entered into Pursuant to the  
MASTER LEASING AGREEMENT

Dated 03/01/2017

By and Between

The State of Ohio, by the Department of Administrative Services

and

Pitney Bowes Inc.

1.) ACCEPTANCE: LESSEE HEREBY CONFIRMS THAT THE PROPERTY DESCRIBED ON EXHIBIT A HAS BEEN RECEIVED, IS IN GOOD CONDITION AND REPAIR, AND COMPLIES IN ALL RESPECTS WITH ITS SPECIFICATIONS.

2.) PROPERTY LOCATION:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

USER:

\_\_\_\_\_

BY

\_\_\_\_\_

(NAME TYPED OR PRINTED)

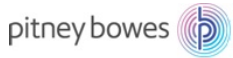
TITLE:

\_\_\_\_\_

SIGNATURE:

\_\_\_\_\_

DATE OF ACCEPTANCE \_\_\_\_\_ (Effective Date)



# State and Local Fair Market Value Lease Quote

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Agreement Number

## Your Business Information

<b>Full Legal Name of Lessee / DBA Name of Lessee</b>			<b>Tax ID # (FEIN/TIN)</b>		
CITY OF SANDUSKY			346401311		
<b>Sold-To: Address</b>					
240 Columbus Ave, Sandusky, OH, 44870-2604, US					
<b>Sold-To: Contact Name</b>		<b>Sold-To: Contact Phone #</b>		<b>Sold-To: Account #</b>	
Stuart Hamilton		(419) 627-5969		0011365820	
<b>Bill-To: Address</b>					
240 Columbus Ave, Sandusky, OH, 44870-2604, US					
<b>Bill-To: Contact Name</b>		<b>Bill-To: Contact Phone #</b>		<b>Bill-To: Account #</b>	<b>Bill-To: Email</b>
Stuart Hamilton		(419) 627-5969		0011365820	shamilton@ci.sandusky.oh.us
<b>Ship-To: Address</b>					
240 Columbus Ave, Sandusky, OH, 44870-2604, US					
<b>Ship-To: Contact Name</b>		<b>Ship-To: Contact Phone #</b>		<b>Ship-To: Account #</b>	
Stuart Hamilton		(419) 627-5969		0011365820	
<b>PO #</b>			<b>Quote Expiration Date</b>		
.			2021-03-29		

## Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROPSERIES	SendPro P Series
1	AZCG	SendPro P2000 Basic (145/70LPM)
1	AZBE	SendPro P Series Mono Print Module
1	MSD1	10in Color Touch Display
1	MW90007	SendPro P Series Drop Stacker
1	1FWW	10lb Interfaced Weighing Feature
1	MW96000	Weighing Platform
1	APA1	50 Dept Analytics
1	CAA1	Bronze Cost Accounting for P Series
1	NV10	InView TMR Web Acct Bundle Single only
1	NV90	InView Subscription
1	NV99	InView MMS Base Software
1	NV90KIT	InView Welcome Kit
1	NV99KIT	InView Welcome Kit

1	NV2A	InView Custom Reports and Training
	APAS	Sendpro P2000/500W GCS Identifier
1	4W00	Connect+ /SendPro P Series Meter
1	ME1C	Meter Equipment - P Series, LV
1	SJM5	SoftGuard for Sendpro P2000 Basic/500W
1	M9SS	Mailstream Intellilink Services
1	T6CS	Receiving - Standard
1	APKE	SendPro P Receiving Feature
1	PTJ1	SendPro Online
1	APK3	SendPro P Series High Cap Label Printer
1	PTJN	Single User Access
1	PTJR	50 User Access with Hardware or Meter
1	PTK1	Web Browser Integration
1	PTK3	SendPro P Series Meter Integration
1	APKF	SendPro P Shipping Feature Access
1	STDSL	Standard SLA-Equipment Service Agreement (for SendPro P Series)
1	SPE	SendPro Enterprise Offer
1	SPE-BASIC-500	SendPro Enterprise Basic Sub 500
2	397-B	10lb/5kg USB Scale
1	SPE22	Low to Mid Volume 4" Label Printer
1	TS31	Low to Mid Vol Cont. Therm Direct Labels
	SLEPSPE	SPE USPS BPOD Splitter Tool
	SPEPS	SPE Implementation
	SMS1SPE	SPE SPS MID Assist Service
1	STDSL	Standard SLA-Equipment Service Agreement (for SendPro Enterprise Offer)



## Your Payment Plan

<b>Initial Term:</b> 36 months	<b>Initial Payment Amount:</b>	
<b>Number of Months</b>	<b>Monthly Amount</b>	<b>Billed Quarterly at*</b>
36	\$ 811.96	\$ 2,435.88

\*Does not include any applicable sales, use, or property taxes which will be billed separately.

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power<sup>®</sup> transaction fees included
- Purchase Power<sup>®</sup> transaction fees extra

## Sales Information

Lori Rossio	lori.rossio@pb.com	
Account Rep Name	Email Address	PBGFS Acceptance

This Quotation is for budgeting and planning purposes only and is not legally binding. The supply of any goods or services is subject to a separate written order which will be issued by Pitney Bowes and will be subject to the terms and conditions incorporated therein.