

CITY OF COLUMBIA, ILLINOIS

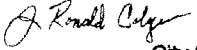
ORDINANCE NO. 2844

**AN ORDINANCE TO AUTHORIZE THE CITY OF COLUMBIA,
ILLINOIS, TO ENTER INTO A LEASE AGREEMENT WITH XEROX
CORPORATION TO PROVIDE COPYING/PRINTING/SCANNING
EQUIPMENT FOR THE CITY OF COLUMBIA, ILLINOIS**

**Adopted by the
City Council
of the
City of Columbia, Illinois
this 7th day of February, 2011**

**Published in pamphlet form by
authority of the City Council
of the City of Columbia,
Illinois, this 7th day
of February, 2011**

FEB 07 2011


City Clerk

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EQUIPMENT FOR THE CITY OF COLUMBIA, ILLINOIS**

WHEREAS, the City Council of the City of Columbia, Illinois (“City”) has found and determined and does hereby declare that it is in the City’s best interests and appropriate to enter into a Lease Agreement with a firm to provide equipment for the City’s use to copy, print and scan documents;

WHEREAS, the City Council of the City has selected XEROX Corporation (“XEROX”) as an appropriate company to provide such equipment on a leased basis; and

WHEREAS, it is necessary and appropriate that this Ordinance be enacted for the purpose of authorizing the City to enter into an agreement for the lease of equipment to provide the City the ability to copy, print and scan documents.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Columbia, Illinois, as follows:

Section 1. The recitals contained above in the preamble of this Ordinance are hereby incorporated herein by reference, the same as if set forth in this Section of this Ordinance verbatim, as findings of the City Council of the City of Columbia, Illinois.

Section 2. The City Council of the City of Columbia, Illinois, does hereby select XEROX to provide such copying/printing/scanning equipment to the City, and does further authorize and direct the City Administrator to execute and deliver a Lease Agreement, in the form attached hereto, evidencing such copying/printing/scanning equipment leasing, which Lease Agreement is hereby approved as to form, in as many counterparts as said City Administrator shall determine.

Section 3. This ordinance shall be in full force and effect following its passage and publication in pamphlet form, as provided by law.

Alderman Oberkfell moved the adoption of the above and foregoing Ordinance; the motion was seconded by Alderman Hejna, and the roll call vote was as follows:

YEAS: Aldermen Ebersohl, Agne, Niemietz, Row, Hejna, Oberkfell, Stumpf and Roessler.

NAYS: None.

ABSENT: None.

ABSTENTIONS: None.

PASSED by the City Council and APPROVED by the Mayor this 7th day of February, 2011.



KEVIN B. HUTCHINSON, Mayor

ATTEST:



J. RONALD COLYER, City Clerk

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

CERTIFICATE OF PUBLICATION

I, J. Ronald Colyer, certify that I am the duly elected and acting City Clerk of the City of Columbia, Illinois.

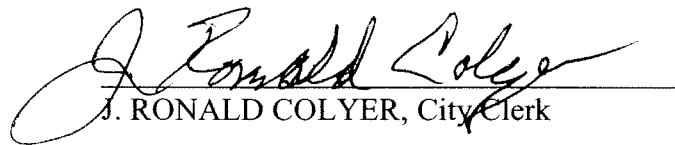
I further certify that on the 7th day of February, 2011, the Corporate Authorities of the City of Columbia, Illinois, passed and approved Ordinance No. 2844 entitled:

“AN ORDINANCE TO AUTHORIZE THE CITY OF COLUMBIA, ILLINOIS, TO ENTER INTO A LEASE AGREEMENT WITH XEROX CORPORATION TO PROVIDE COPYING/PRINTING/SCANNING EQUIPMENT FOR THE CITY OF COLUMBIA, ILLINOIS”

which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 2844, including the ordinance and a cover sheet thereof, was prepared, and a copy of such ordinance was posted in the Columbia City Hall, commencing on February 8th, 2011 and continuing for at least ten (10) days thereafter. Copies of such ordinance were also made available for public inspection upon request in the office of the City Clerk.

DATED at Columbia, Illinois this 7th day of Feb., 2011.


J. RONALD COLYER, City Clerk

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

CERTIFICATE OF TRUE COPY

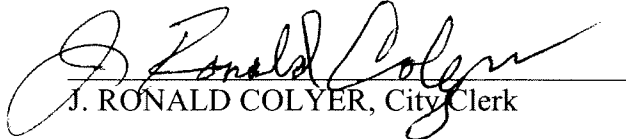
I, J. Ronald Colyer, hereby certify that I am the duly elected and acting City Clerk of the City of Columbia, Illinois, and as such I am the keeper of the books, records, files and corporate seal of said City.

I do further certify that Ordinance No. 2844, entitled:

“AN ORDINANCE TO AUTHORIZE THE CITY OF COLUMBIA, ILLINOIS, TO ENTER INTO A LEASE AGREEMENT WITH XEROX CORPORATION TO PROVIDE COPYING/PRINTING/SCANNING EQUIPMENT FOR THE CITY OF COLUMBIA, ILLINOIS”

to which this certificate is attached, is a true, perfect, complete and correct copy of said ordinance as adopted at a regular meeting of the Columbia, Illinois, City Council held on the 7th day of February, 2011.

IN WITNESS WHEREOF, I have made and delivered this certificate for the uses and purposes hereinabove set forth this 7th day of February, 2011.



J. RONALD COLYER, City Clerk

(SEAL)

Lease Agreement



Customer: COLUMBIA, CITY OF

BillTo: CITY OF COLUMBIA
 208 S Rapp Ave
 Columbia, IL 62236-2329
 Tax ID#: 3
 Negotiated Contract : 072517900

Install: CITY OF COLUMBIA
 208 S Rapp Ave
 Columbia, IL 62236-2329

Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1. W5135PT (W5135 PRINTER W/HCTT)	<ul style="list-style-type: none"> - Office Finisher - Ntw Scan / Email - 3 Hole Punch Kit - Convenience Stapler 	Lease Term: 60 months Purchase Option: FMV	<ul style="list-style-type: none"> - Xerox DC430ST S/N TWY029363 Trade-In as of Payment 62 - Canon Imagerunner 400n/s Trade-In to Xerox 	2/14/2011
2. W5150PT (W5150 PRINTER W/HCTT)	<ul style="list-style-type: none"> - Office Finisher - Ntw Scan / Email - 3 Hole Punch Kit - Third Party Equipment (TXC) 	Lease Term: 60 months Purchase Option: FMV	<ul style="list-style-type: none"> - Xerox WCP255 S/N UTV801187 Trade-In as of Payment 61 	2/14/2011

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. W5135PT	\$124.50	1: Meter 1	1 - 10,000 10,001+	Included \$0.0025	<ul style="list-style-type: none"> - Consumable Supplies Included for all prints - Pricing Fixed for Term
2. W5150PT	\$179.52	1: Meter 1	1 - 21,200 21,201+	Included \$0.0025	<ul style="list-style-type: none"> - Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$304.02	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature

<p>Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.</p> <p>Signer: Al Hudzik Phone: (618)281-7144</p> <p>Signature: _____ Date: _____</p>	<p>Thank You for your business! This Agreement is proudly presented by Xerox and</p> <p style="text-align: center;">Brian Cox (888)537-2429</p> <p>For information on your Xerox Account, go to www.xerox.com/AccountManagement</p> <div style="text-align: right;"> </div>
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INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

PRICING PLAN/OFFERING SELECTED:

2. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

3. NON-XEROX PRODUCTS. Third Party Equipment (TXC) were selected by you and are not sold by Xerox in the normal course of its business ("Non-Xerox Products"). If you signed a purchase contract for Non-Xerox Products, you assign to Xerox your rights but none of your obligations under such purchase contract. Xerox is leasing Non-Xerox Products to you "AS IS, WHERE IS" and XEROX MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND REGARDING NON-XEROX PRODUCTS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND NON-INFRINGEMENT. To the extent permitted to do so, Xerox assigns to you any warranty rights it has to Non-Xerox Products (which rights

shall revert to Xerox if you default under this Agreement). Non-Xerox Products are not covered by Maintenance Services, and you will maintain throughout the initial Term a service agreement for Non-Xerox Products with a service provider acceptable to Xerox. You will pay all personal property taxes related to Non-Xerox Products. You assign to Xerox any rights you have to Non-Xerox Products and title will pass or revert to you (subject to any software licenses relating to Non-Xerox Products) upon expiration of the initial Term.

GENERAL TERMS & CONDITIONS:

4. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox from the Equipment via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. All such data shall be transmitted in a secure manner specified by Xerox. The automatic data transmission capability will not allow Xerox to read, view or download the content of any Customer documents residing on or passing through the Equipment or Customer's information management systems.