



RESOLUTION 25-019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OWENS CROSS ROADS, ALABAMA, TO ENTER INTO A CONTRACT WITH JT RAY FOR DOCUMENT MANAGEMENT SOLUTIONS

WHEREAS, the City of Owens Cross Roads' current document management solution contract with JT Ray is ending; and

WHEREAS, the City of Owens Cross Roads requires comprehensive document management solutions to enhance efficiency and streamline operations at City Hall; and

WHEREAS, these solutions include a copier lease, document scanning software, and full maintenance services (including all parts, toner, and labor) for the said copier; and

WHEREAS, the City Council has reviewed proposals for such services and has determined that JT Ray continues to offer the best cost effective solution to meet the City's needs and objectives; and

WHEREAS, it is in the best interest of the City of Owens Cross Roads to enter into a contract with JT Ray for these essential services;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Owens Cross Roads, Alabama, as follows:

Section 1. Authorization to Contract and Maintenance Agreement

That the Mayor or City Clerk is hereby authorized to enter into a contract with JT Ray for comprehensive Document Management Solutions for City Hall, which shall include the following components and associated monthly costs:

- **Copier Lease & Maintenance (Konica Minolta C451i Color MFP):**
 - Base Unit: 45 PPM Color MFP, 2 x 500 sheet paper drawers, 300 sheet ADF, Staple Finisher.
 - Base Monthly Cost: \$235.00
 - Saddle Finisher (with Booklet folding, tri-fold letter folding): + \$26.00
 - Hole Punch (2/3 Hole Punch capability added to Staple or Saddle Finisher): + \$12.00
 - Paper Drawers (2,500 Sheet Large capacity, letter size): + \$18.00
 - DocRecord Document Management Software M&S update. Monthly Cost: \$50.00

Total \$341 per month Plus Maintenance Agreement as stated below:

- Maintenance agreement will be \$25.00 per month and include 2,000 b&w and 300 color. Overages will be billed monthly at .0056/b&w and .0446/color. Maintenance agreement includes all parts, toner and labor for the copier. (paper and staples excluded)



RESOLUTION 25-019

Section 2. Contract Term

The term of this contract shall be for forty-eight (48) months (four years) from the effective date of the agreement.

Section 3. Effective Date


This Resolution shall become effective immediately upon its adoption and approval.

APPROVED AND ADOPTED THIS 27th DAY OF MAY 2025.

Approved By:


Tony K. Craig, Mayor

Attest By:


Christie D. Eason, City Clerk/Treasurer





Lease Agreement

APPLICATION NO.
JTRMA052825

AGREEMENT NO.

The words **Lessee, you and your** refer to **Customer**. The words **Lessor, we, us and our** refer to **JT Ray Company, Inc.**

CUSTOMER INFORMATION

FULL LEGAL NAME City of Owens Cross Roads			STREET ADDRESS 9032 Highway 431 South	
CITY Owens Cross Roads	STATE AL	ZIP 35763	PHONE (256) 725-4163	FAX
BILLING NAME (IF DIFFERENT FROM ABOVE) City of Owens Cross Roads - Attention: City Clerk/Treasurer			BILLING STREET ADDRESS 9032 Highway 431 S	
CITY Owens Cross Roads	STATE AL	ZIP 35763	PHONE	E-MAIL christie.eason@owenscrossroadsal.gov
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE) same as above direct # for City Clerk is 256-725-5168 or 256-503-7531				

EQUIPMENT DESCRIPTION

MAKE / MODEL Konica Minolta Bizhub C451i	ACCESSORIES Saddle Finisher, hole punch, lct	SERIAL NUMBER
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Prism Doc Record license renewal

CONTRACT SPECIFIC NOTES: The City of Owens Cross Roads will be purchasing their current copier for \$2,700.00 and moving it to the Fire and Rescue Department.

Together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries. See attached schedule if applicable.

TERM AND PAYMENT SCHEDULE

48 Payments* of: \$341.00 The lease contract payment ("Payment") period is monthly unless otherwise indicated. *plus applicable taxes

END OF LEASE OPTIONS

You will have the following option at the end of the original term, provided that no event of default under the Agreement has occurred and is continuing. To the extent that any purchase option indicates that the purchase price will be the "Fair Market Value" ("FMV"), such term means the value of the Equipment in continued use. 1) Purchase all but not less than all the Equipment for the Fair Market Value per terms on page 2 of document. 2) Renew the Agreement per page 2 of document. 3) Return the Equipment per page 2 of document.


This is a noncancelable / irrevocable agreement; this agreement cannot be canceled or terminated.

LESSOR ACCEPTANCE:

J.T. RAY COMPANY, INC	 Stewart Schuler (May 28, 2025 14:27 CDT)	Sales	05/28/2025
LESSOR	SIGNATURE	TITLE	DATE

CUSTOMER ACCEPTANCE:

By signing below, you certify that you have reviewed and do agree to all terms and conditions of this agreement on this page and page 2.
The Location is also hereby verified as correct by the undersigned Customer, who accepts all above terms.

City of Owens Cross Roads	 Christie D. Eason	City Clerk/Treasurer	05/30/2025
CUSTOMER 62-0795528	SIGNATURE Christie D Eason	TITLE	DATE
FEDERAL TAX I.D. #	PRINT NAME		

1. AGREEMENT: For business purposes only, you agree to lease from us the goods (the "Equipment") and/or to finance certain licensed software and services ("Financed Items", which are included in the word "Equipment" unless separately stated), all as described on page 1 of this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name and address. Unless otherwise stated in an addendum hereto, this Agreement will renew for 12-month term(s) unless you send us written notice between 30 and 120 days (before the end of any term) that you want to purchase or return the Equipment. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others.

2. RENT, TAXES AND FEES: You will pay the monthly Payment (as adjusted) when due, plus any applicable sales, use and property taxes. If we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you for any filing fees required by the Uniform Commercial Code (UCC) or other laws, which fees vary state-to-state. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST: At your expense, you agree to keep the Equipment: (1) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; (2) free and clear of all liens and claims; and (3) only at your address shown on page 1, and you agree not to move it unless we agree. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, if you do not purchase the Equipment, you will return all but not less than all of the Equipment and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory. You grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us. You will not change your state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE: You agree to keep the Equipment fully insured against risk and loss, with us as lender's loss payee, in an amount not less than the original cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. Your insurance policy(s) will provide for 10 days advance written notice to us of any modification or cancellation. You agree to provide us certificates or other evidence of insurance acceptable to us. Nothing in this paragraph will relieve you of responsibility for liability insurance on the equipment. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and we have not otherwise agreed in writing, you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus the anticipated purchase price of the Equipment. Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment. All indemnities will survive the expiration or termination of this Agreement.

5. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent. Without our prior written consent, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the new Lessor will not be subject to any claims, defenses, or offsets that you may have against us. You shall cooperate with us in executing any documentation reasonably required by us or our assignee to effectuate any such assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. DEFAULT AND REMEDIES: You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other lender, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If any part of a Payment is more than 15 days late, we may add a late charge of 10% of the Payment which is late or if less, the maximum charge allowed by law. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated purchase price of the Equipment. Concurrently and cumulatively, we may also use any or all of the remedies available to us including requiring that you: (1) return the Equipment to us to a location we specify; and (2) immediately stop using any Financed Items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due. In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. If we have to take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement. You agree that we will not be responsible to pay you any consequential, indirect or incidental damages for any default, act or omission by anyone. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" and your rights and remedies are governed exclusively by this Agreement.

7. INSPECTIONS AND REPORTS: We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair.

8. FAXED OR SCANNED DOCUMENTS, MISC.: You agree to submit the original duly-signed documents to us via overnight courier the same day of the facsimile or scanned transmission of the documents. Any faxed or scanned copy may be considered the original, and you waive the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing any telephone number, now or in the future, for a cell phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number.

9. WARRANTY DISCLAIMERS: You agree that you have selected each item of equipment based upon your own judgment and you disclaim any reliance upon any statements or representations made by us. You are unconditionally obligated to make all payments under this agreement regardless of any claim or complaint against any supplier, licensor or manufacturer. You are not entitled to reduce or set-off against amounts due under this agreement for any reason. We make no warranties, express or implied, of, and take absolutely no responsibility for, merchantability, fitness for any particular purpose, condition, quality, adequacy, title, data accuracy, system integration, function, defects, or any other issue in regard to the equipment, any associated software and any financed items.

10. LAW, JURY WAIVER: This Agreement may be modified only by written agreement and not by course of performance. This Agreement will be governed by and construed in accordance with the law of the state of the principal place of business of Lessor or its assignee. You consent to jurisdiction and venue of any state or federal court in the state the Lessor or its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, you and we waive all rights to a trial by jury.

11. MAINTENANCE AND SUPPLIES: The charges established by this Agreement include payment for the use of the Equipment, accessories, maintenance by supplies during normal business hours, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and toner and developer. Paper and staples must be separately purchased by you. If necessary, the service and supply portion of this Agreement may be assigned by us. We may charge you a supply freight fee to cover our costs of shipping supplies to you.

12. OVERAGES AND COST ADJUSTMENTS: You agree to comply with our billing procedures including, but not limited to, providing us with periodic meter readings on the Equipment.

13. UPGRADE AND DOWNGRADE PROVISION: After commencement of the agreement and upon your written request, at our sole discretion, we may review your page volume and propose options for upgrading or downgrading the equipment or maintenance levels to accommodate your business needs.

14. TRANSITION BILLING: In order to facilitate an orderly transition, including installation and training, and to provide a uniform billing cycle, the start date of this Agreement (the "Effective Date") will be a date after the certification of acceptance of the Equipment, as shown on the first invoice. The payment for this transition period will be based on the base minimum usage payment, prorated on a 30-day calendar month, and will be added to your first monthly Payment.

Maintenance Agreement

450 Production Ave. Madison, AL 35758
 Phone: (256) 767-7210

Date	05/28/2025
Customer #	
Representative	sschuerr

SHIP TO	
City of Owens Cross Roads 9032 Highway 431 South Owens Cross Roads AL 35763	
Contact:	Lora Martin
Meter Contact:	
Meter Method:	vCare
E-Mail	

BILL TO	
City of Owens Cross Roads 9032 Highway 431 S Owens Cross Roads AL 35763	

Installation and Service Agreement Options:

Maintenance Type: **Color FULL**
 Contract Length (months): **48 Months**
 Contract Start Date: **06/10/2025**

ITEM	Base Rate	Base Allowance	Base Billed	Overage	Overage Billed
B/W	\$38.00	2,000	Monthly	.0056	Monthly
COLOR		300	Monthly	.0446	Monthly

Notes:

Monthly connectivity support per copier: \$12.50



Accept



Decline


SS

Customer Date / Initial

Make/Model	Serial Number	ID Number	B/W Start Meter	Color Start Meter
Konica Minolta Bizhub C451i				
Prism Doc Record license renewal				

All contracts are subject to cancellation if the contract is past due.

By executing this agreement, I acknowledge that I have read and understand this agreement and I certify that I am authorized to execute this agreement on behalf of customer. Authorized signature acknowledges terms / conditions and expiration dates or meter readings. The terms and conditions on the face and reverse side of this agreement correctly set fourth the entire agreement between parties.

CUSTOMER ACCEPTANCE			JT RAY COMPANY REPRESENTATIVE	
Authorized Signature/Date	Print Name	Title	Signature	Date
<i>Christie D. Eason</i>	Christie D Eason	City Clerk/Treasurer	 <small>Seward Schuler (May 28, 2025 14:27 CDT)</small>	05/28/2025

JT Ray Company - Terms and Conditions

Agreement: Seller will provide to Buyer parts, labor and supplies as set forth on the first page of this agreement.

1. **Renewal:** This Agreement will continue for the term set forth until amended by JTR or terminated by either party by giving 30 days prior written notice. In any event and without further notice, the meter charge may increase as follows each year: Service contract may increase in years 3 thru 5 by an amount up to 10%. In the event Buyer fails to give Seller 30 days notice of termination, Buyer agrees to pay liquidated damages upon such termination of one-month average charges.

2. **Software Support:** JTR will assist customers with the initial installation of software required for connected products. JTR will also provide software updates from the manufacturer at no charge for products under JTR maintenance agreements. Re-installation of software or other system changes is not included in this service agreement and will be billed at standard hourly rates for personnel.

3. **Retained Title:** Title to all supplies furnished hereunder, including consumable parts such as drums, remains with Seller until supplies are consumed to the extent they may not be further utilized in the image making process.

4. **Assignment:** No assignment of any rights hereunder shall be valid as to buyer unless consented to in writing by Seller.

5. **Complete Agreement:** Buyer specifically agrees that NO OTHER representations, constitutions, or warranties other than those specifically in writing herein have been made or have been relied on in making of this agreement.

6. If Seller does not receive the current month copy counts, the current month copy charges will be an average of the prior three months meters. Buyer additionally agrees to pay handling charges each month in the amount determined by Seller.

7. Buyer shall pay all of Sellers costs in the collection of any amount due hereunder, in the recovery of any property pursuant hereto, or in the enforcement of its rights against Buyer, including reasonable attorney's fees, whether or not suit are brought.

8. Seller reserves the right to refuse coverage if it appears that supplies under this agreement are to be used in a copier other than the specifically noted equipment on the reverse side.

9. Buyer shall pay for all supplies, parts and labor needed to correct misuse, abuse, or irregular electrical service.

10. Buyer agrees to pay sales taxes at applicable local rates.

11. **Limitations:** If the specifically noted equipment on the reverse side is sold or moved out of JTR service area, this agreement does not follow. If equipment is to be moved by JTR service technicians, and will be located in the JTR service area, there will be a charge of \$125.00.

12. This agreement does not provide repairs required because of accidents, fire, water, force of nature, abuse or misuse, and Making copies with the top up & toner spills.

13. **Cancellations:** This agreement is subject to cancellation if your account is past due by thirty (30) days from the terms printed on our invoice. The use of any parts or supplies other than those recommended by the manufacturer of the equipment, or service performed by anyone other than authorized personnel, will void this contract.