

# **AGENDA FOR THE KERRVILLE CITY COUNCIL MEETING**

**TUESDAY, APRIL 14, 2020, 6:00 P.M.**

**KERRVILLE CITY HALL, COUNCIL CHAMBERS**

**701 MAIN STREET, KERRVILLE, TEXAS**

## **The Community Vision**

*Kerrville will be a vibrant, welcoming and inclusive community that:*

- *Respects and protects the natural environment that surrounds it;*
- *Seeks to attract economic growth and development;*
- *Provides opportunities for prosperity, personal enrichment and intellectual growth for people of all ages; and*
- *Does so while preserving the small-town charm, heritage, arts and culture of the community.*



Kerrville2050



## **ALTERNATIVE CITIZEN/PUBLIC PARTICIPATION GUIDELINES (Due to COVID-10 Pandemic Disaster Declaration)**

***Despite the necessity to restrict public access to Kerrville City Council meetings in the interest of public health during the COVID-19 pandemic, citizens and visitors are welcome to participate in Kerrville City Council meetings in several alternative ways as outlined below.***

### **Instructions for callers:**

Dial one of the following numbers:

877 853 5247 (Toll Free) or

888 788 0099 (Toll Free)

If you cannot get through on one of the numbers due to network congestion, please try the other number.)

When your call is answered you will hear "Welcome to Zoom, enter your Meeting ID followed by pound." Enter in the Meeting ID below followed by the pound sign (#).

The Meeting ID is **448 212 762#**

If the moderator has not started the meeting yet, you will hear "The meeting has not started yet, please hold or call back later." If you decide to call back later, do so before 5:45 p.m.

Once you have called into the meeting, your microphone will be placed on mute and your call will be placed in the call queue. At this point, you will hear silence on the phone. Please do not hang up. The moderator will unmute your microphone as he/she is going down the list. Once the meeting has started, you will be able to listen to proceedings even if your microphone is muted.

The moderator will be accepting calls starting at 5pm. Place your call before the 5:45 p.m. deadline to participate in order to allow time for calls to be loaded and queued. Calls made after this time will not be answered.

### **Instructions for written comments:**

Written comments will be read into record, and can be provided in two different ways:

**OPTION 1 by hard copy** – Comments may be dropped off at the City Hall Utility Payments Drop-Box on the north side of City Hall by 5:45 p.m. the evening of the Council meeting. You are required to provide your first and last name, address, and identify the item you wish to comment on.

**OPTION 2 by email** - Comments can be emailed to **shelley.mcelhannon@kerrvilletx.gov** and must be received by 5:45 p.m. the evening of the Council meeting. You are required to provide your first and last name, address, and identify the item you wish to comments on.

For either option, provide **all required information** in order for your comments to be accepted. Thank you for your participation!



## **KERRVILLE CITY COUNCIL MEETING AGENDA**

**APRIL 14, 2020, 6:00 PM**

**701 MAIN STREET, KERRVILLE, TEXAS**  
**CITY HALL, COUNCIL CHAMBERS**



---

### ***Council Meeting Procedures during Disaster Period***

COVID-19 (Coronavirus) provides a unique concern in that gathering members of the public, City Council, and City staff within a physical setting constitutes a public health risk. The Texas Open Meetings Act (Ch. 552, Tx. Gov't Code) does not contemplate an instance where a governing body meeting might be completely virtual to avoid further spread of COVID-19. However, on March 16, 2020, the Texas Governor suspended certain requirements of the Open Meetings Act to permit open meetings to occur in a fully virtual setting (e.g., telephonic or videoconference meeting).

Pursuant to the Governor's most recent order and in an effort to avoid and mitigate health risks, the City plans to hold Council meetings only as necessary. When it is necessary for Council to hold a meeting, City Council will convene in a virtual forum (e.g., webinar and/or teleconference) and attendance will be limited to only those persons essential to holding the meeting.

Based upon above stated concerns and actions from federal, state, and local governments:

1. please be patient as the City implements the process and technology involved;
2. understand that the process may change. If it does, the City will post such changes to its website and on the agendas; and
3. should you wish to participate in a meeting, keep in mind "the earlier the better". For example, you may wish to email City Council prior to the meeting. Should you wish to speak to Council, the earlier that you call and line-up to speak the better.

City Council will use the following process for its meeting:

1. Citizens may view and hear City Council meetings on Spectrum Channel 2 or by live-streaming via the City's website ([www.kerrvilletx.gov](http://www.kerrvilletx.gov)).
2. City Council meetings are recorded and recordings are posted on the City's website.
3. Should the Council meeting stop broadcasting, the City will attempt to solve the issue and restart the broadcast. If unable to fix the issue after a reasonable period of time (e.g., 5 minutes), Council will adjourn the meeting. If this occurs, the City will provide notice on its website.
4. Any person who wishes to speak to City Council on an agenda item must call in to the City by telephone between 5:00 p.m. and 5:45 p.m. A speaker must provide his/her first and last name, an address, and identify the item to address. Anyone calling after 5:45 p.m. may not speak. After registering, the speaker must remain on hold and the call will be muted until the appropriate time. The speaker will be able to hear the meeting. At some point, the speaker will be prompted to enter the discussion by stating his or her full name and address. The speaker may then speak to Council for up to four minutes. Should the speaker get disconnected, it is the speaker's responsibility to call back.

#### **WRITTEN COMMENT**

5. A person may also submit a written comment on an agenda item. Comments will be read into the meeting record. Comments must include full name, address, and relevant item. Comments that do not include such information will not be read and the City must receive all comments by 5:45 p.m. the day of the meeting.
    - a. Comments may be dropped off at the City Hall Utility Payments Drop-Box; or
    - b. Comments may be emailed to [shelley.mcelhannon@kerrvilletx.gov](mailto:shelley.mcelhannon@kerrvilletx.gov).
-



# **KERRVILLE CITY COUNCIL MEETING AGENDA**

**APRIL 14, 2020, 6:00 PM**

**701 MAIN STREET, KERRVILLE, TEXAS**  
**CITY HALL, COUNCIL CHAMBERS**



## **CALL TO ORDER:**

## **INVOCATION AND PLEDGE OF ALLEGIANCE:**

*Led by Councilmember Judy Eychner*

## **1 CONSENT AGENDA:**

*These items are considered routine and can be approved in one motion unless a Councilmember asks for separate consideration of an item. It is recommended that the City Council approve the following items which will grant the Mayor or City Manager the authority to take all actions necessary for each approval:*

- 1.A. Renewal of Ricoh Copier Agreement.

Attachments:

[20200414\\_Contract\\_Richo\\_copiers\\_040920Final.pdf](#)

- 1.B. Minutes for the City Council special-called meeting held March 20, 2020.

Attachments:

[20200414\\_Minutes\\_Special-called on 3-20-20.pdf](#)

- 1.C. Minutes for the City Council regular meeting on March 24, 2020.

Attachments:

[20200414\\_Minutes\\_regular Council meeting 6pm 3-24-2020.pdf](#)

- 1.D. Minutes for the City Council special called meeting held on April 3, 2020.

Attachments:

[20200414\\_Minutes\\_Special-called on 4-03-20.pdf](#)

## **END OF CONSENT AGENDA**

## **2 INFORMATION & DISCUSSION:**

- 2.A. Financial Update, including impacts of COVID-19.

- 2.B. Briefing and possible action as to the City's ongoing preparedness and response to COVID-19 (Coronavirus).

## **3 ITEMS FOR FUTURE AGENDAS:**

*City Council may suggest items or topics for future agendas.*

## **4 EXECUTIVE SESSION:**

*City Council may, as permitted by law, adjourn into executive session at any time to discuss any matter listed above including if they meet the qualifications in Sections 551.071 (consultation with attorney), 551.072 (deliberation regarding real property), 551.073 (deliberation regarding gifts), 551.074 (personnel/officers), 551.076 (deliberation regarding security devices), and 551.087 (deliberation regarding economic development negotiations) of Chapter 551 of the Texas Government Code.*

- 4.A. Sky Master business development project (551.072, 551.087)

- 4.B. City's Loop 534 Property (551.072, 551.087)

## **5 ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION, IF ANY:**

## **ADJOURNMENT**



**TO BE CONSIDERED BY THE CITY COUNCIL  
CITY OF KERRVILLE, TEXAS**

---

**SUBJECT:** Renewal of Ricoh Copier Agreement.

**AGENDA DATE OF:** April 14, 2020

**DATE SUBMITTED:** Mar 27, 2020

**SUBMITTED BY:** Charvy Tork

**EXHIBITS:** [20200414\\_Contract\\_Richo\\_copiers\\_040920Final.pdf](#)

---

| <b>Expenditure<br/>Required:</b> | <b>Remaining Budget<br/>Balance in<br/>Account:</b> | <b>Amount Budgeted:</b> | <b>Account Number:</b> |
|----------------------------------|---|-------------------------|------------------------|
| \$41,868 per year                | \$76,000  | \$48,000 per year       | 01-0107-2210           |

**PAYMENT TO BE MADE TO:** Ricoh USA

---

|                             |  |
|-----------------------------|--|
| <b>Kerrville 2050 Item?</b> | Yes  |
| <b>Key Priority Area</b>    | F - Public Facilities and Services   |
| <b>Guiding Principle</b>    | F1. Commit to maintaining high-quality, cost-effective public services and facilities consistent with anticipated growth and ensure cost-effective use and maintenance of these assets |
| <b>Action Item</b>          | F1.2 - Enhance the use of technology for work order tracking, inspections, etc.  |

---

**SUMMARY STATEMENT:**

The Information Technology (IT) Department is requesting to combine our three copier contracts (two with Ricoh and one with Xerox) into a single contract and renew it with an existing copier vendor, Ricoh USA. The renewal will be for five years at a cost of \$41,868 per year.

The contract includes upgrading all of the copiers in our fleet to the latest Ricoh IM C4500 Color Laser Multifunction Printer (MFP). The new module supports the Ricoh Smart Device Connector App which allows for mobile printing.

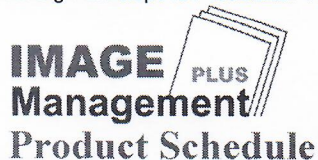
In addition, the City was able to negotiate a lower lease cost total for all the copiers. We currently pay a total of \$47,868 per year across the three contracts. The proposed contract will be \$41,868 per year, a \$6,000 per year reduction on the hardware lease. We will still be responsible for image charges. The cost for black and white prints is \$0.0077. The cost for color prints is \$0.0574.

Ricoh USA is part of Buyboard Cooperative Purchasing. Texas Government Code 2054.0565 states that Buyboard contracts meet the competitive requirements for all governmental entities.

**RECOMMENDED ACTION:**

City Manager to consolidate the copier contracts and execute a contract to renew the City's copier services in an amount not to exceed \$42,000 per year for the equipment lease for a period of five years.





**RICOH**  
 Ricoh USA, Inc.  
 300 Eagleview Blvd  
 Suite 200  
 Exton, PA 19341

Product Schedule Number: **1011621**

Master Lease Agreement Number: **1011621 ML**

This Product Schedule (this "Schedule") is between Ricoh USA, Inc. ("we" or "us") and KERRVILLE, CITY OF, as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the State and local Government Master Agreement (together with any amendments, attachments and addenda thereto, the "Lease Agreement") identified above, between you and Ricoh USA, Inc. (Formerly IKON Office Solutions, Inc.). All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Lease Agreement.

#### CUSTOMER INFORMATION

|                                  |        |       |                                  |  |                                |       |            |
|----------------------------------|--------|-------|----------------------------------|--|--------------------------------|-------|------------|
| KERRVILLE, CITY OF               |        |       |                                  | Charvy Tork  |                                |       |            |
| Customer (Bill To)               |        |       |                                  | Billing Contact Name                                 |                                |       |            |
| 701 MAIN ST                      |        |       |                                  | 219 CLAY ST  |                                |       |            |
| Product Location Address         |        |       |                                  | Billing Address (if different from location address) |                                |       |            |
| KERRVILLE                        | KERR   | TX    | 78028-5301                       | KERRVILLE  | KERR                           | TX    | 78028-5302 |
| City                             | County | State | Zip                              | City   | County                         | State | Zip        |
| Billing Contact Telephone Number |        |       | Billing Contact Facsimile Number |  | Billing Contact E-Mail Address |       |            |
|                                  |        |       |                                  |  | charvy.tork@kerrvilletx.gov    |       |            |

#### PRODUCT/EQUIPMENT DESCRIPTION ("Product")

| Qty | Product Description: Make& Model     | Street Address/City/State/Zip                        |
|-----|--------------------------------------|--|
| 1   | RICOH IMC4500 CONFIGURABLE PTO MODEL | 2385 BANDERA HWY, KERRVILLE, TX, 78028-9628, US      |
| 1   | RICOH IMC4500 CONFIGURABLE PTO MODEL | 1000 THOMPSON DR, KERRVILLE, TX, 78028-7132, US      |
| 1   | RICOH IMC4500 CONFIGURABLE PTO MODEL | 701 MAIN ST, KERRVILLE, TX, 78028-5301, US           |
| 1   | RICOH IMC4500 CONFIGURABLE PTO MODEL | 218 SIDNEY BAKER ST S, KERRVILLE, TX, 78028-5914, US |
| 1   | RICOH IMC6000 CONFIGURABLE PTO MODEL | 701 MAIN ST, KERRVILLE, TX, 78028-5301, US           |
| 1   | RICOH IMC6000 CONFIGURABLE PTO MODEL | 701 MAIN ST, KERRVILLE, TX, 78028-5301, US           |
| 1   | RICOH IMC4500 CONFIGURABLE PTO MODEL | 505 WATER ST, KERRVILLE, TX, 78028-5316, US          |
| 1   | RICOH IMC4500 CONFIGURABLE PTO MODEL | 2385 BANDERA HWY, KERRVILLE, TX, 78028-9628, US      |
| 1   | RICOH IMC4500 CONFIGURABLE PTO MODEL | 200 SIDNEY BAKER ST, KERRVILLE, TX, 78028-5367, US   |
| 1   | RICOH IMC4500 CONFIGURABLE PTO MODEL | 301 MCFARLAND DR, KERRVILLE, TX, 78028-4429, US      |
| 2   | RICOH IMC4500 CONFIGURABLE PTO MODEL | 429 SIDNEY BAKER ST, KERRVILLE, TX, 78028-4551, US   |
| 1   | RICOH IMC4500 CONFIGURABLE PTO MODEL | 87 CORONADO DR, KERRVILLE, TX, 78028-4343, US        |
| 1   | RICOH IMC4500 CONFIGURABLE PTO MODEL | 701 MAIN ST, KERRVILLE, TX, 78028-5301, US           |



**PAYMENT SCHEDULE**

| Minimum Term<br>(months) |
|--------------------------|
| 60                       |

| Minimum Payment<br>(Without Tax) |
|----------------------------------|
| \$3,489.00                       |

| Minimum Payment Billing Frequency  |
|--|
| <input checked="" type="checkbox"/> Monthly<br><input type="checkbox"/> Quarterly<br><input type="checkbox"/> Other: _____ |

| Advance Payment  |
|--|
| <input type="checkbox"/> 1 <sup>st</sup> Payment<br><input type="checkbox"/> 1 <sup>st</sup> & Last Payment<br><input type="checkbox"/> Other: _____ |

| Guaranteed Minimum Images* <sup>o</sup> |       |
|---|-------|
| Black/White                             | Color |
| 45000                                   | 0     |

| Cost of Additional Images <sup>o</sup> |        |
|--|--------|
| Black/White                            | Color  |
| 0.0077                                 | 0.0574 |

| Meter Reading/Billing Frequency  |
|--|
| <input type="checkbox"/> Monthly<br><input checked="" type="checkbox"/> Quarterly<br><input type="checkbox"/> Other: _____ |

\* Based upon Minimum Payment Billing Frequency

<sup>o</sup> Based upon standard 8 1/2" x 11" paper size. Paper sizes greater than 8 1/2" x 11" may count as more than one image.Sales Tax Exempt: ☒ YES (Attach Exemption Certificate)      Customer Billing Reference Number(P.O. #, etc.)Addendum(s) attached: ☐ YES (check if yes and indicate total number of pages: )**TERMS AND CONDITIONS**

- The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."
- You, the undersigned Customer, have applied to us to use the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise provided in any non-appropriation provision of the Lease Agreement, if applicable. If we accept this Schedule, you agree to use the above Product on all the terms hereof, including the terms and conditions on the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.** You acknowledge and agree that the Ricoh service commitments included on the "*Image Management Plus Commitments*" page attached to this Schedule (collectively, the "Commitments") are separate and independent obligations of Ricoh USA, Inc. ("Rico") governed solely by the terms set forth on such page. If we assign this Schedule in accordance with the Lease Agreement, the Commitments do not represent obligations of any assignee and are not incorporated herein by reference. You agree that Ricoh alone is the party to provide all such services and is directly responsible to you for all of the Commitments. We are or, if we assign this Schedule in accordance with the Lease Agreement, our assignee will be, the party responsible for financing and billing this Schedule, including, but not limited to, the portion of your payments under this Schedule that reflects consideration owing to Ricoh in respect of its performance of the Commitments. Accordingly, you expressly agree that Ricoh is an intended party beneficiary of your payment obligations hereunder, even if this Schedule is assigned by us in accordance with the Lease Agreement.





3. **Image Charges/Meters:** In return for the Minimum Payment, you are entitled to use the number of Guaranteed Minimum Images as specified in the Payment Schedule of this Schedule. The Meter Reading/Billing Frequency is the period of time (monthly, quarterly, etc.) for which the number of images used will be reconciled. If you use more than the Guaranteed Minimum Images during the selected Meter Reading/Billing Frequency period, you will pay additional charges at the applicable Cost of Additional Images as specified in the Payment Schedule of this Schedule for images, black and white and/or color, which exceed the Guaranteed Minimum Images ("Additional Images"). The charge for Additional Images is calculated by multiplying the number of Additional Images by the applicable Cost of Additional Images. The Meter Reading/Billing Frequency may be different than the Minimum Payment Billing Frequency as specified in the Payment Schedule of this Schedule. You will provide us or our designee with the actual meter reading(s) by submitting meter reads electronically via an automated meter read program, or in any other reasonable manner requested by us or our designee from time to time. If such meter reading is not received within seven (7) days of either the end of the Meter Reading/Billing Frequency period or at our request, we may estimate the number of images used. Adjustments for estimated charges for Additional Images will be made upon receipt of actual meter reading(s). Notwithstanding any adjustment, you will never pay less than the Minimum Payment.

4. Additional Provisions (if any) are:

1: Ricoh technician will perform monthly routine maintenance on all copiers to ensure optimal performance on all copiers.

**THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.**

|  |   |
|--|---|
| <p><b>CUSTOMER</b></p> <p>By: <b>X</b> _____<br/>Authorized Signer Signature</p> <p>Printed Name: <u>Mark McDaniel</u></p> <p>Title: <u>City Manager</u> Date: _____</p> | <p><b>Accepted by: RICOH USA, INC.</b></p> <p>By: <b>X</b> _____<br/>Authorized Signer Signature</p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p> |
|--|---|

Customer Initials





**RICOH USA, INC.**  
**IMAGE MANAGEMENT PLUS COMMITMENTS**

Ricoh USA, Inc.  
 300 Eagleview Blvd  
 Suite 200  
 Exton, PA 19341

The below service commitments (collectively, the "Service Commitments") are brought to you by Ricoh USA, Inc., an Ohio corporation having its principal place of business at 300 Eagleview Blvd, Suite 200, Exton, PA 19341 ("Ricoh"). The words "you" and "your" refer to you, our customer. You agree that Ricoh alone is the party to provide all of the services set forth below and is fully responsible to you, the customer, for all of the Service Commitments. Ricoh or, if Ricoh assigns the Product Schedule to which this page is attached in accordance with the Lease Agreement (as defined in such Product Schedule), Ricoh's assignee, is the party responsible for financing and billing the Image Management Plus Product Schedule. The Service Commitments are only applicable to the equipment ("Product") described in the Image Management Plus Product Schedule to which these Service Commitments are attached, excluding facsimile machines, single-function and wide-format printers and production units. The Service Commitments are effective on the date the Product is accepted by you and apply during Ricoh's normal business hours, excluding weekends and Ricoh recognized holidays. They remain in effect for the Minimum Term so long as no ongoing default exists on your part.

**TERM PRICE PROTECTION**

The Image Management Minimum Payment and the Cost of Additional Images, as described on the Image Management Plus Product Schedule, will not increase in price during the Minimum Term of the Image Management Plus Product Schedule, unless agreed to in writing and signed by both parties.

**PRODUCT SERVICE AND SUPPLIES**

Ricoh will provide full coverage maintenance services, including replacement parts, drums, labor and all service calls, during Normal Business Hours. "Normal Business Hours" are between 8:00 a.m. and 5:00 p.m., Monday to Friday excluding public holidays. Ricoh will also provide the supplies required to produce images on the Product covered under the Image Management Plus Product Schedule (other than non-metered Product and soft-metered Product). The supplies will be provided according to manufacturer's specifications. Ricoh reserves the right to assess a reasonable charge for supply shipments, including overnight delivery. If Ricoh determines that you have used more supplies than the manufacturer's recommended specifications, you will pay reasonable charges for those excess supplies and/or Ricoh may refuse you additional supply shipments. Optional supply items such as paper, staples and transparencies are not included.

**RESPONSE TIME COMMITMENT**

Ricoh will provide a quarterly average response time of 2 to 6 business hours for all service calls located within a 30-mile radius of any Ricoh office, and 4 to 8 business hours for service calls located within a 31-60 mile radius for the term of the Image Management Plus Product Schedule. Response time is measured in aggregate for all Product covered by the Image Management Plus Product Schedule.

**UPTIME PERFORMANCE COMMITMENT**

Ricoh will service the Product to be Operational with a quarterly uptime average of 96% during Normal Business Hours, excluding preventative and interim maintenance time. Downtime will begin at the time you place a service call to Ricoh and will end when the Product is again Operational. You agree to make the Product available to Ricoh for scheduled preventative and interim maintenance. You further agree to give Ricoh advance notice of any critical and specific uptime needs you may have so that Ricoh can schedule with you interim and preventative maintenance in advance of such needs. As used in these Service Commitments, "Operational" means substantial compliance with the manufacturer's specifications and/or performance standards and excludes customary end-user corrective actions.

**IMAGE VOLUME FLEXIBILITY AND PRODUCT ADDITIONS**

At any time after the expiration of the initial ninety day period of the original term of the Image Management Plus Product Schedule to which these Service Commitments relate, Ricoh will, upon your request, review your image volume. If the image volume has moved upward or downward in an amount sufficient for you to consider an alternative plan, Ricoh will present pricing options to conform to a new image volume. If you agree that additional product is required to satisfy your increased image volume requirements, Ricoh will include the product in the pricing options. The addition of product and/or increases/decreases to the Guaranteed Minimum Images requires an amendment ("Amendment") to the Image Management Plus Product Schedule that must be agreed to and signed by both parties to the Schedule. The term of the Amendment may not be less than the remaining term of the existing Image Management Plus Product Schedule but may extend the remaining term of the existing Image Management Plus Product Schedule for up to an additional 60 months. Adjustments to the Guaranteed Minimum Images commitment and/or the addition of product may result in a higher or lower minimum payment. Images decreases are limited to 25% of the Guaranteed Minimum Images in effect at the time of Amendment.

**PRODUCT AND PROFESSIONAL SERVICES UPGRADE OPTION**

At any time after the expiration of one-half of the original term of the Image Management Plus Product Schedule to which these Service Commitments relate, you may reconfigure the Product by adding, exchanging, or upgrading to an item of Product with additional features or enhanced technology. A new Image Management Plus Product Schedule or Amendment must be agreed to and signed by the parties to the Schedule, for a term not less than the remaining term of the existing Image Management Plus Product Schedule but may, in the case of an Amendment, extend the remaining term of the existing Image Management Plus Product Schedule for up to an additional 60 months. The Cost of Additional Images and the Minimum Payment of the new Image Management Plus Product Schedule will be based on any obligations remaining on the Product, the added product and new image volume commitment. Your Ricoh Account Executive will be pleased to work with you on a Technology Refresh prior to the end of your Image Management Plus Product Schedule or Amendment.

**PERFORMANCE COMMITMENT**

Ricoh is committed to performing these Service Commitments and agrees to perform its services in a manner consistent with the applicable manufacturer's specifications. If Ricoh fails to meet any Service Commitments and in the unlikely event that Ricoh is not able to repair the Product in your office, Ricoh, at Ricoh's election, will provide to you either the delivery of a temporary loaner, for use while the Product is being repaired at Ricoh's service center, or Ricoh will replace such Product with comparable Product of equal or greater capability at no additional charge. These are the exclusive remedies available to you under the Service Commitments. Customer's exclusive remedy shall be for Ricoh to re-perform any Services not in compliance with this warranty and brought to Ricoh's attention in writing within a reasonable time, but in no event more than 30 days after such Services are performed. If you are dissatisfied with Ricoh's performance, you must send a registered letter outlining your concerns to the address specified below in the "Quality Assurance" section. Please allow 30 days for resolution.

**ACCOUNT MANAGEMENT**

Your Ricoh sales professional will, upon your request, be pleased to review your product performance metrics on a quarterly basis and at a mutually convenient date and time. Ricoh will follow up within 8 business hours of a call or e-mail to one of Ricoh's account management team members requesting a metrics review. Ricoh will, upon your request, be pleased to annually review your business environment and discuss ways in which Ricoh may improve efficiencies and reduce costs relating to your document management processes.

**QUALITY ASSURANCE**

Please send all correspondence relating to the Service Commitments via registered letter to the Quality Assurance Department located at: 3920 Arkwright Road, Macon, GA 31210, Attn: Quality Assurance. The Quality Assurance Department will coordinate resolution of any performance issues concerning the above Service Commitments with your local Ricoh office. If either of the Response Time or Uptime Performance Commitments is not met, a one-time credit equal to 3% of your Minimum Payment invoice total will be made available upon your request. Credit requests must be made in writing via registered letter to the address above. Ricoh is committed to responding to any questions regarding invoiced amounts for the use of the Product relating to the Image Management Plus Product Schedule within a 2 day timeframe. *To ensure the most timely response please call 1-888-275-4566.*

**MISCELLANEOUS**

These Service Commitments do not cover repairs resulting from misuse (including without limitation improper voltage or environment or the use of supplies that do not conform to the manufacturer's specifications), subjective matters (such as color reproduction accuracy) or any other factor beyond the reasonable control of Ricoh. Ricoh and you each acknowledge that these Service Commitments represent the entire understanding of the parties with respect to the subject matter hereof and that your sole remedy for any Service Commitments not performed in accordance with the foregoing is as set forth under the section hereof entitled "Performance Commitment". The Service Commitments made herein are service and/or maintenance warranties and are not product warranties. Except as expressly set forth herein, Ricoh makes no warranties, express or implied, including any implied warranties of merchantability, fitness for use, or fitness for a particular purpose. In no event shall Ricoh be liable to you for any damages resulting from or related to any failure of any software, including but not limited to, loss of data or delay of delivery of services under these Service Commitments. Neither party hereto shall be liable to the other for any consequential, indirect, punitive or special damages. Customer expressly acknowledges and agrees that, in connection with the security or accessibility of information stored in or recoverable from any Product provided or serviced by Ricoh, Customer is solely responsible for ensuring its own compliance with legal requirements or obligations to third parties pertaining to data security, retention and protection. To the extent allowed by law Customer shall indemnify and hold harmless Ricoh and its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising from its failure to comply with any such legal requirements or obligations. These Service Commitments shall be governed according to the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law principles. These Service Commitments are not assignable by the Customer. Unless otherwise stated in your Implementation Schedule, your Product will ONLY be serviced by a "Ricoh Certified Technician". If any software, systems support or related connectivity services are included as part of these Service Commitments as determined by Ricoh, Ricoh shall provide any such services at your location set forth in the Image Management Plus Product Schedule as applicable, or on a remote basis. You shall provide Ricoh with such access to your facilities, networks and systems as may be reasonably necessary for Ricoh to perform such services. You acknowledge and agree that, in connection with its performance of its obligations under these Service Commitments, Ricoh may place automated meter reading units on imaging devices, including but not limited to the Product, at your location in order to facilitate the timely and efficient collection of accurate meter read data on a monthly, quarterly or annual basis. Ricoh agrees that such units will be used by Ricoh solely for such purpose. Once transmitted, all meter read data shall become the sole property of Ricoh and will be utilized for billing purposes.

Customer Initials





## EQUIPMENT REMOVAL/BUYOUT AUTHORIZATION

|                |                     |      |            |            |                             |
|----------------|---------------------|------|------------|------------|-----------------------------|
| Customer Name: | KERRVILLE, CITY OF  |      |            | Phone:     | (830)258-1290               |
| Contact Name:  | CHARVY TORK         |      |            | City:      | KERRVILLE                   |
| Address:       | 200 SIDNEY BAKER ST |      |            | Fax/Email: | charvy.tork@kerrvilletx.gov |
| State:         | TX                  | Zip: | 78028-5367 |            |                             |

| Make | Model      | Serial Number           |
|------|------------|-------------------------|
|      | MPC4502-RM | W512LC00313R1/C85127173 |

|                |                    |      |            |            |                             |
|----------------|--------------------|------|------------|------------|-----------------------------|
| Customer Name: | KERRVILLE, CITY OF |      |            | Phone:     | (830)258-1290               |
| Contact Name:  | CHARVY TORK        |      |            | City:      | KERRVILLE                   |
| Address:       | 701 MAIN ST        |      |            | Fax/Email: | charvy.tork@kerrvilletx.gov |
| State:         | TX                 | Zip: | 78028-5301 |            |                             |

| Make | Model   | Serial Number           |
|------|---------|-------------------------|
|      | MPC6501 | V7620100181R1/C85073944 |

|                |                    |      |            |            |                             |
|----------------|--------------------|------|------------|------------|-----------------------------|
| Customer Name: | KERRVILLE, CITY OF |      |            | Phone:     | (830)258-1290               |
| Contact Name:  | CHARVY TORK        |      |            | City:      | KERRVILLE                   |
| Address:       | 1000 THOMPSON DR   |      |            | Fax/Email: | charvy.tork@kerrvilletx.gov |
| State:         | TX                 | Zip: | 78028-7132 |            |                             |

| Make | Model      | Serial Number           |
|------|------------|-------------------------|
|      | MPC4502-RM | W512L400531R1/C85127174 |

|                |                     |      |            |            |                             |
|----------------|---------------------|------|------------|------------|-----------------------------|
| Customer Name: | KERRVILLE, CITY OF  |      |            | Phone:     | (830)258-1290               |
| Contact Name:  | CHARVY TORK         |      |            | City:      | KERRVILLE                   |
| Address:       | 429 SIDNEY BAKER ST |      |            | Fax/Email: | charvy.tork@kerrvilletx.gov |
| State:         | TX                  | Zip: | 78028-4551 |            |                             |

| Make | Model   | Serial Number           |
|------|---------|-------------------------|
|      | MPC4501 | V9515901611R1/C85070441 |

|                |                    |      |            |            |                             |
|----------------|--------------------|------|------------|------------|-----------------------------|
| Customer Name: | KERRVILLE, CITY OF |      |            | Phone:     | (830)258-1290               |
| Contact Name:  | CHARVY TORK        |      |            | City:      | KERRVILLE                   |
| Address:       | 505 WATER ST       |      |            | Fax/Email: | charvy.tork@kerrvilletx.gov |
| State:         | TX                 | Zip: | 78028-5316 |            |                             |

| Make | Model   | Serial Number           |
|------|---------|-------------------------|
|      | MPC4501 | V9514900538R1/C85070446 |

|                |                    |      |            |            |                             |
|----------------|--------------------|------|------------|------------|-----------------------------|
| Customer Name: | KERRVILLE, CITY OF |      |            | Phone:     | (830)258-1290               |
| Contact Name:  | CHARVY TORK        |      |            | City:      | KERRVILLE                   |
| Address:       | 701 MAIN ST        |      |            | Fax/Email: | charvy.tork@kerrvilletx.gov |
| State:         | TX                 | Zip: | 78028-5301 |            |                             |

| Make | Model      | Serial Number           |
|------|------------|-------------------------|
|      | MPC4502-RM | W512L900025R1/C85127171 |

91899v1

27973959





|                |                    |      |            |            |                             |
|----------------|--------------------|------|------------|------------|-----------------------------|
| Customer Name: | KERRVILLE, CITY OF |      |            | Phone:     | (830)258-1290               |
| Contact Name:  | CHARVY TORK        |      |            | City:      | KERRVILLE                   |
| Address:       | 301 MCFARLAND DR   |      |            | Fax/Email: | charvy.tork@kerrvilletx.gov |
| State:         | TX                 | Zip: | 78028-4429 |            |                             |

| Make | Model   | Serial Number           |
|------|---------|-------------------------|
|      | MPC4501 | V9515901008R1/C85070443 |

|                |                    |      |            |            |                             |
|----------------|--------------------|------|------------|------------|-----------------------------|
| Customer Name: | KERRVILLE, CITY OF |      |            | Phone:     | (830)258-1290               |
| Contact Name:  | CHARVY TORK        |      |            | City:      | KERRVILLE                   |
| Address:       | 2385 BANDERA HWY   |      |            | Fax/Email: | charvy.tork@kerrvilletx.gov |
| State:         | TX                 | Zip: | 78028-9628 |            |                             |

| Make | Model      | Serial Number           |
|------|------------|-------------------------|
|      | MPC4502-RM | W512L301291R1/C85127172 |

|                |                    |      |            |            |                             |
|----------------|--------------------|------|------------|------------|-----------------------------|
| Customer Name: | KERRVILLE, CITY OF |      |            | Phone:     | (830)258-1290               |
| Contact Name:  | CHARVY TORK        |      |            | City:      | KERRVILLE                   |
| Address:       | 87 CORONADO DR     |      |            | Fax/Email: | charvy.tork@kerrvilletx.gov |
| State:         | TX                 | Zip: | 78028-4343 |            |                             |

| Make | Model   | Serial Number           |
|------|---------|-------------------------|
|      | MPC4501 | V9515702009R1/C85070445 |

|                |                    |      |            |            |                             |
|----------------|--------------------|------|------------|------------|-----------------------------|
| Customer Name: | KERRVILLE, CITY OF |      |            | Phone:     | (830)258-1290               |
| Contact Name:  | CHARVY TORK        |      |            | City:      | KERRVILLE                   |
| Address:       | 701 MAIN ST        |      |            | Fax/Email: | charvy.tork@kerrvilletx.gov |
| State:         | TX                 | Zip: | 78028-5301 |            |                             |

| Make | Model   | Serial Number           |
|------|---------|-------------------------|
|      | MPC4501 | V9514901867R1/C85070444 |

|                |                     |      |            |            |                             |
|----------------|---------------------|------|------------|------------|-----------------------------|
| Customer Name: | KERRVILLE, CITY OF  |      |            | Phone:     | (830)258-1290               |
| Contact Name:  | CHARVY TORK         |      |            | City:      | KERRVILLE                   |
| Address:       | 429 SIDNEY BAKER ST |      |            | Fax/Email: | charvy.tork@kerrvilletx.gov |
| State:         | TX                  | Zip: | 78028-4551 |            |                             |

| Make | Model   | Serial Number           |
|------|---------|-------------------------|
|      | MPC4501 | V9514900301R1/C85070442 |

|                |                    |      |            |            |                             |
|----------------|--------------------|------|------------|------------|-----------------------------|
| Customer Name: | KERRVILLE, CITY OF |      |            | Phone:     | (830)258-1290               |
| Contact Name:  | CHARVY TORK        |      |            | City:      | KERRVILLE                   |
| Address:       | 701 MAIN ST        |      |            | Fax/Email: | charvy.tork@kerrvilletx.gov |
| State:         | TX                 | Zip: | 78028-5301 |            |                             |

| Make | Model      | Serial Number           |
|------|------------|-------------------------|
|      | MPC4502-RM | W512L602391R1/C85127170 |

91899v1

Page # 1  
Equipment Removal/Buyout Authorization  
Rev. 09/2016

27973959



**This Authorization applies to the equipment identified above and to the following Removal/Buy Out Option**

This Authorization will confirm that Customer desires to engage Ricoh USA, Inc. ("RicoH") to pick-up and remove certain items of equipment that are currently (i) owned by Customer or (ii) leased from Ricoh or other third party (as specified below), and that you intend to issue written or electronic removal requests (whether such equipment is identified in this Authorization, in a purchase order, in a letter or other written form) to Ricoh from time to time for such purpose. Such removal request will set forth the location, make, model and serial number of the equipment to be removed by Ricoh. By signing below, you confirm that, with respect to every removal request issued by Customer (1) Ricoh may rely on the request, (2) the request shall be governed by this Authorization, and (3) Ricoh may accept this Authorization by either its signature or by commencing performance (e.g. equipment removal, initiating Services, etc.). Each party agrees that electronic signatures of the parties on this Authorization will have the same force and effect as manual signature. Notwithstanding the foregoing, the parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by, in or on any item of equipment serviced by Ricoh, whether through a digital storage device, hard drive or similar electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform such Data Management Services at its then-current rates. Notwithstanding anything in this Authorization to the contrary, (i) Customer is responsible for ensuring its own compliance with legal requirements pertaining to data retention and protection, (ii) it is the Customer's sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect the customer's business or data retention, and any actions required to comply with such laws, (iii) Ricoh does not provide legal advice or represent or warrant that its services or products will guarantee or ensure compliance with any law, regulation or requirement, and (iv) the selection, use and design of any Data Management Services, and any and all decisions arising with respect to the deletion or storage of any data, as well as any loss of data resulting therefrom, shall be the sole responsibility of Customer, and Customer shall indemnify and hold harmless Ricoh and its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) (collectively, "Losses") arising therefrom or related thereto.

☒ **Equipment Removal (Leased by Customer).** In addition to the terms and conditions set forth above, the following terms and conditions shall apply for equipment removals of equipment leased by Customer: Except for the obligations of Ricoh to pick up and remove the identified equipment, Ricoh does not assume any obligation, payment or otherwise, under any lease agreement, which shall remain Customer's sole responsibility. As a material condition to the performance by Ricoh, Customer hereby releases Ricoh from, and shall indemnify, defend and hold Ricoh harmless from and against, any and all claims, liabilities, costs, expenses and fees arising from or relating to any breach of Customer's representations or obligations in this Authorization or of any obligation owing by Customer under its lease agreement.

**CUSTOMER**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**RICOH USA, INC.**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

v1\Initials





# RICOH



## Certificate Of Completion

|  |                             |
|--|-----------------------------|
| Envelope Id: 499D2227FE4C4C4384563461A32D3B98                                | Status: Sent                |
| Subject: Ricoh Docs for KERRVILLE, CITY OF to Review & Sign (Quote 27973959) |                             |
| Source Envelope:   |                             |
| Document Pages: 8  | Signatures: 0               |
| Certificate Pages: 3   | Initials: 0                 |
| AutoNav: Enabled   | Envelope Originator:        |
| Envelopeld Stamping: Enabled   | Ricoh DocuSign              |
| Time Zone: (UTC-08:00) Pacific Time (US & Canada)                            | 300 Eagleview Blvd          |
|  | Suite 200                   |
|  | Exton, PA 19341             |
|  | RicohDocuSign@Ricoh-usa.com |
|  | IP Address: 205.145.18.4    |

## Record Tracking

|                      |                             |                    |
|----------------------|-----------------------------|--------------------|
| Status: Original     | Holder: Ricoh DocuSign      | Location: DocuSign |
| 3/27/2020 8:16:17 AM | RicohDocuSign@Ricoh-usa.com |                    |

### Signer Events

| Signature  | Timestamp                  |
|--|----------------------------|
| Charvy Tork<br>charvy.tork@kerrvilletx.gov<br>Director of Information Technology<br>Security Level: Email, Account Authentication (None) | Sent: 3/27/2020 8:16:19 AM |
| <b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign   |                            |

### In Person Signer Events

### Editor Delivery Events

### Agent Delivery Events

### Intermediary Delivery Events

### Certified Delivery Events

### Carbon Copy Events

| Signature   | Timestamp  |
|---|--|
| Kunkel Norman C.<br>Norman.Kunkel@ricoh-usa.com<br>Security Level: Email, Account Authentication (None)                           | Sent: 3/27/2020 8:16:19 AM<br>Viewed: 3/27/2020 8:16:55 AM |
| <b>Electronic Record and Signature Disclosure:</b><br>Accepted: 10/16/2018 2:54:04 PM<br>ID: e29befb4-9959-4993-ae5e-19bc3f1dfb1c |  |

### Witness Events

### Notary Events

### Envelope Summary Events

|               |                  |                      |
|---------------|------------------|----------------------|
| Envelope Sent | Hashed/Encrypted | 3/27/2020 8:16:19 AM |
|---------------|------------------|----------------------|

### Payment Events

### Electronic Record and Signature Disclosure

## **CONSUMER DISCLOSURE**

From time to time, RICOH USA Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact RICOH USA Inc.**

Please contact your Ricoh Sales Executive directly for any questions or to change your preferred contact method.

### **To withdraw your consent with RICOH USA Inc.**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent

### **Required hardware and software**

|                            |   |
|----------------------------|---|
| Operating Systems:         | Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X   |
| Browsers:                  | Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only) |
| PDF Reader:                | Acrobat® or similar software may be required to view and print PDF files  |
| Screen Resolution:         | 800 x 600 minimum   |
| Enabled Security Settings: | Allow per session cookies   |

\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

### **Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify RICOH USA Inc. as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by RICOH USA Inc. during the course of my relationship with you.

Ricoh USA, Inc.  
70 Valley Stream Parkway  
Malvern, PA 19355

THIS ADDENDUM (this “Addendum”), dated as of the 9th day of April, 2020, is to that certain State and Local Government Master Agreement no. 1011621ML (the “Agreement”), dated as of the 1st day of July, 2005, between Ricoh USA, Inc. (“we” or “us”) and City of Kerrville, as customer (“Customer” or “you”).

The parties, intending to be legally bound, agree that the Agreement shall be modified as follows:

1. Section 18(b) of the Agreement shall be amended and restated to read as follows:
  - “(b) Non-Appropriation. (i) You intend to remit all Payments and other charges due to us under any Schedule to this Lease Agreement for the entire term of such Schedule if funds are legally available. In the event you are not granted an appropriation of funds at any time during the term for the Product subject to any Schedule to this Lease Agreement and the non-appropriation did not result from an act or omission, then a “Non-Appropriation” shall be deemed to have occurred. (ii) If a Non-Appropriation occurs, then: (A) at least thirty (30) days prior to the end of your then current fiscal year, or, if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation, your chief executive officer (or legal counsel) shall certify in writing that (x) funds have not been appropriated for the fiscal period and (y) such non-appropriation did not result from any act or failure by you, (B) no later than the last day of the fiscal year for which appropriations were made for the rental due under any Schedule to this Lease Agreement (the “Return Date”), you shall return to us all, but not less than all, of the Product covered by such Schedule to this Lease Agreement, at your sole expense, in accordance with the terms hereof; and (C) any Schedule to this Lease Agreement shall terminate on the Return Date without penalty or expense to you and you shall not be obligated to pay the rentals beyond such fiscal year; provided that (x) you shall pay any and all rentals and other payments due up through the end of the last day of the fiscal year for which appropriations were made and (y) you shall pay month-to-month rent at the rate set forth in any such Schedule for each month or part thereof that you fail to return the Product as required herein. (iii) Upon any such Non-Appropriation, upon our request, you will provide, upon our request, an opinion of independent counsel (who shall be reasonably acceptable to us), in form reasonably acceptable to us, confirming the Non-Appropriation and providing reasonably sufficient proof of such Non-Appropriation.”
2. Section 20 of the Agreement is hereby deleted in its entirety.
3. Except to the extent modified by this Addendum, the terms and conditions of the Agreement will remain unchanged and shall continue in full force and effect.

**IN WITNESS WHEREOF**, each party has caused its duly authorized officer to execute this Addendum, as of the date first written above.

## CUSTOMER

**Ricoh USA, Inc.**

|  |   |
|--|---|
| <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> <div style="display: flex; justify-content: space-between;"> <span><b>X</b></span> </div> <div style="display: flex; justify-content: space-between;"> <span><i>Authorized Signature</i></span> <span>Date</span> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <span>Mark McDaniel</span> <span>City Manager</span> </div> <div style="display: flex; justify-content: space-between;"> <span>Print Authorized Signer Name</span> <span>Title</span> </div> </div> | <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> <div style="display: flex; justify-content: space-between;"> <span></span> </div> <div style="display: flex; justify-content: space-between;"> <span><i>Authorized Signature</i></span> <span>Date</span> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <span></span> <span></span> </div> <div style="display: flex; justify-content: space-between;"> <span>Print Authorized Signer Name</span> <span>Title</span> </div> </div> |
|--|---|





**TO BE CONSIDERED BY THE CITY COUNCIL  
CITY OF KERRVILLE, TEXAS**

---

**SUBJECT:** Minutes for the City Council special-called meeting held March 20, 2020.

**AGENDA DATE OF:** April 14, 2020

**DATE SUBMITTED:** Jan 13, 2020

**SUBMITTED BY:** Shelley McElhannon

**EXHIBITS:** [20200414\\_Minutes\\_Special-called on 3-20-20.pdf](#)

---

| <b>Expenditure<br/>Required:</b> | <b>Remaining Budget<br/>Balance in<br/>Account:</b> | <b>Amount Budgeted:</b> | <b>Account Number:</b> |
|----------------------------------|---|-------------------------|------------------------|
| N/A                              | N/A   | N/A                     | N/A                    |

**PAYMENT TO BE MADE TO:** N/A

---

|                             |     |
|-----------------------------|-----|
| <b>Kerrville 2050 Item?</b> | No  |
| <b>Key Priority Area</b>    | N/A |
| <b>Guiding Principle</b>    | N/A |
| <b>Action Item</b>          | N/A |

---

**SUMMARY STATEMENT:**

Minutes for the City Council special-called meeting held on March 20, 2020 at 10:00 am.

**RECOMMENDED ACTION:**

Approve minutes as presented.

CITY COUNCIL MINUTES  
SPECIAL-CALLED MEETING, COUNCIL CHAMBERS – MARCH 20, 2020 10:00 AM

KERRVILLE, TEXAS

**CALL TO ORDER:** On March 20, 2020, at 10:00 a.m., the Kerrville City Council Special-Called meeting was called to order by Mayor Bill Blackburn in City Hall Council Chambers, 701 Main Street.

**COUNCILMEMBERS PRESENT:**

|                  |                       |
|------------------|-----------------------|
| Bill Blackburn   | Mayor                 |
| Gary Cochrane    | Councilmember Place 1 |
| Kim Clarkson     | Councilmember Place 2 |
| Judy Eychner     | Councilmember Place 3 |
| Delayne Sigerman | Councilmember Place 4 |

**COUNCILMEMBER ABSENT:** None

**CITY STAFF PRESENT:**

|                    |                     |
|--------------------|---------------------|
| Mark McDaniel      | City Manager        |
| E.A. Hoppe         | Deputy City Manager |
| Mike Hayes         | City Attorney       |
| Shelley McElhannon | City Secretary      |
| Dannie Smith       | Fire Chief          |

**VISITORS PRESENT:**

On file in City Secretary's Office for required retention period.

Mayor Blackburn announced that agenda item 2.A. will be moved to the top of the agenda.

**2. INFORMATION AND DISCUSSION**

2.A. Briefing and possible action as to the City's ongoing preparedness and response to COVID-19 (Coronavirus), to include extending the Declaration of Local State of Disaster Due to a Public Health Emergency.

The item caption was read into record by Shelley McElhannon.

Mark McDaniel and Dannie Smith presented information and responded to questions.

Councilmember Delayne Sigerman made a motion to approve Resolution No. 06-2020 authorizing extending the Mayor's declaration, and Councilmember Gary Cochrane seconded. The motion passed 5-0.

**1. PUBLIC COMMENT**

The following persons spoke:

- David Barker
- Jerry Wolff
- George Barody

- Dan Abell

**ADJOURN**

The meeting was adjourned at 10:59 a.m.

APPROVED BY COUNCIL: \_\_\_\_\_

APPROVED:

ATTEST:

\_\_\_\_\_  
Bill Blackburn, Mayor

\_\_\_\_\_  
Shelley McElhannon, City Secretary



**TO BE CONSIDERED BY THE CITY COUNCIL  
CITY OF KERRVILLE, TEXAS**

---

**SUBJECT:** Minutes for the City Council regular meeting on March 24, 2020.

**AGENDA DATE OF:** April 14, 2020

**DATE SUBMITTED:** Jan 13, 2020

**SUBMITTED BY:** Shelley McElhannon

**EXHIBITS:** [20200414\\_Minutes\\_regular Council meeting 6pm 3-24-2020.pdf](#)

---

| <b>Expenditure<br/>Required:</b> | <b>Remaining Budget<br/>Balance in<br/>Account:</b> | <b>Amount Budgeted:</b> | <b>Account Number:</b> |
|----------------------------------|---|-------------------------|------------------------|
| N/A                              | N/A   | N/A                     | N/A                    |

**PAYMENT TO BE MADE TO:** N/A

---

|                             |     |
|-----------------------------|-----|
| <b>Kerrville 2050 Item?</b> | No  |
| <b>Key Priority Area</b>    | N/A |
| <b>Guiding Principle</b>    | N/A |
| <b>Action Item</b>          | N/A |

---

**SUMMARY STATEMENT:**

Minutes from the March 24, 2020 City Council regular meeting at 6:00 pm.

**RECOMMENDED ACTION:**

Approve minutes as presented.

CITY COUNCIL MINUTES  
REGULAR MEETING

KERRVILLE, TEXAS  
MARCH 24, 2020

On March 24, 2020, at 6:00 p.m. the meeting was called to order by Mayor Bill Blackburn in the City Hall Council Chambers at 701 Main Street. The invocation was offered by Mayor Blackburn, followed by the Pledge of Allegiance led by Mayor Blackburn.

**COUNCILMEMBERS PRESENT:**

|                  |               |
|------------------|---------------|
| Bill Blackburn   | Mayor         |
| Judy Eychner     | Mayor Pro Tem |
| Kim Clarkson     | Councilmember |
| Gary Cochrane    | Councilmember |
| Delayne Sigerman | Councilmember |

**COUNCILMEMBER ABSENT:** None

**CITY EXECUTIVE STAFF PRESENT:**

|                    |                        |
|--------------------|------------------------|
| Mark McDaniel      | City Manager           |
| E.A. Hoppe         | Deputy City Manager    |
| Mike Hayes         | City Attorney          |
| Shelley McElhannon | City Secretary         |
| Drew Paxton        | Chief Planning Officer |
| Dannie Smith       | Fire Chief             |

**VISITORS PRESENT:** No citizens were present physically at the City Council meeting due to the COVID-19 pandemic restrictions; however public participation was engaged through telephone and by email.

**1. CONSENT AGENDA:**

Mayor Blackburn advised that item 1B will be deferred. Councilmember Gary Cochrane moved to approve items 1A, 1C, 1D, and 1E as presented, with the exception of 1B. Councilmember Judy Eychner seconded, and the motion passed 5-0.

1A. Fifth Amendment to Development Agreement by and between Comanche Trace Ranch and Golf Club, LLLP, a Colorado Limited Liability Limited Partnership; and the City of Kerrville, Texas, for Comanche Trace Ranch and Golf Club.

1C. Minutes for the City Council workshop held March 10, 2020.

1D. Minutes for the City Council regular meeting held March 10, 2020.

1E. Minutes for the City Council workshop held March 17, 2020.

**END OF CONSENT AGENDA**

1B. Construction contract with JK Bernhard Construction Co., LLC for the Downtown Parking Garage Streetscape project in an amount of \$242,916.00.



Mayor Blackburn advised this item will be discussed or voted on, but deferred to a future agenda. Comments submitted by citizens will be deferred until the future agenda.

Mayor Blackburn shifted the Consideration and Possible Action agenda item 3A forward.

**3A. CONSIDERATION AND POSSIBLE ACTION:**

3A. Economic Development Grant Agreement between the Doyle School Community Center, Inc. and the City of Kerrville, Texas Economic Improvement Corporation.

The title caption was read into record by Shelley McElhannon.

Mark McDaniel and the Executive Director of the Doyle Community Center, Kay Tally-Foos, presented information and responded to questions.

The following person spoke by telephone:

- Brenda Fudge

The following comments were read into record by Shelley McElhannon:

- Steve Paulter
- William Fitch
- Marguerite Scott-Johnson
- Peggy McKay
- Clifton Fifer
- Dr. Debby Berry
- Karen Mattox
- Katie Givens
- Reverend Allen Noah
- Bruce Stracke

Councilmember Delayne Sigerman moved to authorize the City Manager to finalize and execute the Economic Development Grant Agreement, and Councilmember Eychner seconded. The motion passed 5-0.

**2. ORDINANCE, SECOND READING:**

2A. Ordinance No. 2020-07. Second reading. An Ordinance amending Chapter 60 of the Code of Ordinances, City of Kerrville, Texas which adopted zoning regulations, use districts, and a zoning map in accordance with the City's Comprehensive Plan, such Chapter more commonly known as the City's Zoning Code; by changing the zoning and classification of a property located northwest of and adjacent to Spur 100, more commonly known as 199 Spur 100, and comprising approximately 15.51 acres; from a Medium Density Residential Zoning District (R2) to a Residential Mix Zoning District (RM); providing a cumulative clause; providing for severability; providing an effective date; ordering publication; and providing other matter relating to the subject.

The Ordinance caption was read into record by Shelley McElhannon.

Drew Paxton presented information.

The following comment was read into record by Shelley McElhannon:

- Brian and Marla McCarty

Councilmember Cochrane moved to approve Ordinance No. 2020-07 second reading as presented, and Councilmember Eychner seconded. The motion passed 5-0.

**3. CONSIDERATION AND POSSIBLE ACTION:**

3A. Economic Development Grant Agreement between the Doyle School Community Center, Inc. and the City of Kerrville, Texas Economic Improvement Corporation. Item 3A was pulled forward and presented after Agenda Item 1, (see above).

3B. Briefing and possible action as to the City's ongoing preparedness and response to COVID-19 (Coronavirus).

Mayor Blackburn made a motion to cancel the City's May 2, 2020 election and move it to November 3, 2020, with such action ratified by the adoption of a resolution at a future Council meeting. Councilmember Eychner seconded, and the motion passed 5-0.

The following comments were read into record by Shelley McElhannon:

- Glenn Andrew
- Peggy McKay

The following person spoke by telephone:

- George Baroody

Mark McDaniel and Chief Dannie Smith presented information and responded to questions.

**4. INFORMATION AND DISCUSSION:**

4A. Report on the Kerrville Homeless Count, requested and presented by Councilmember Sigerman.

Councilmember Sigerman presented information and responded to questions.

**ADJOURNMENT**

The meeting was adjourned at 7:33 p.m.

APPROVED:

ATTEST:

\_\_\_\_\_  
Bill Blackburn, Mayor

\_\_\_\_\_  
Shelley McElhannon, City Secretary

APPROVED BY COUNCIL: \_\_\_\_\_



**TO BE CONSIDERED BY THE CITY COUNCIL  
CITY OF KERRVILLE, TEXAS**

---

**SUBJECT:** Minutes for the City Council special called meeting held on April 3, 2020.

**AGENDA DATE OF:** April 14, 2020

**DATE SUBMITTED:** Apr 06, 2020

**SUBMITTED BY:** Kayla McInturff

**EXHIBITS:** [20200414\\_Minutes\\_Special-called on 4-03-20.pdf](#)

---

| <b>Expenditure<br/>Required:</b> | <b>Remaining Budget<br/>Balance in<br/>Account:</b> | <b>Amount Budgeted:</b> | <b>Account Number:</b> |
|----------------------------------|---|-------------------------|------------------------|
| \$0                              | \$0   | \$0                     | N/A                    |

**PAYMENT TO BE MADE TO:** N/A

---

|                             |     |
|-----------------------------|-----|
| <b>Kerrville 2050 Item?</b> | No  |
| <b>Key Priority Area</b>    | N/A |
| <b>Guiding Principle</b>    | N/A |
| <b>Action Item</b>          | N/A |

---

**SUMMARY STATEMENT:**

Minutes for the City Council special called meeting held on April 3, 2020 at 10:00 am.

**RECOMMENDED ACTION:**

Approve minutes as presented.

CITY COUNCIL MINUTES  
SPECIAL-CALLED MEETING, COUNCIL CHAMBERS – APRIL 03, 2020 10:00 AM

KERRVILLE, TEXAS

**CALL TO ORDER:** On April 03, 2020, at 10:00 a.m., the Kerrville City Council Special-Called meeting was called to order by Mayor Bill Blackburn in City Hall Council Chambers, 701 Main Street.

**COUNCILMEMBERS PRESENT:**

|                  |                       |
|------------------|-----------------------|
| Bill Blackburn   | Mayor                 |
| Gary Cochran     | Councilmember Place 1 |
| Kim Clarkson     | Councilmember Place 2 |
| Judy Eychner     | Councilmember Place 3 |
| Delayne Sigerman | Councilmember Place 4 |

**COUNCILMEMBER ABSENT:** None

**CITY STAFF PRESENT:**

|                    |                         |
|--------------------|-------------------------|
| Mark McDaniel      | City Manager            |
| E.A. Hoppe         | Deputy City Manager     |
| Mike Hayes         | City Attorney           |
| Shelley McElhannon | City Secretary          |
| Dannie Smith       | Fire Chief              |
| Amy Dozier         | Chief Financial Officer |

**VISITORS PRESENT:** No citizens were present physically at the City Council meeting due to the COVID-19 pandemic restrictions; however the public had an opportunity to participation through telephone and by email or written comment. No citizens called into the teleconference to speak, nor provide written or email comments.

**1. CONSIDERATION AND POSSIBLE ACTION:**

1.A. Resolution No. 07-2020. A Resolution amending Resolution No. 01-2020, which ordered a general election for the offices of Mayor, Councilmember Place 3, and Councilmember Place 4, by postponing the election until November 3, 2020; establishing procedures and dates for the election; and providing other matters related to the subject.

The Ordinance caption was read into record by Shelley McElhannon.  
Mike Hayes presented information.

Councilmember Judy Eychner moved to approve Resolution No. 07-2020 as presented, and to amend Resolution No. 01-2020. Councilmember Delayne Sigerman seconded and the motion passed 5-0.

1.B. Briefing and possible action regarding preparedness and response to COVID-19 (Coronavirus).

Mark McDaniel and Chief Dannie Smith presented information and responded to questions. Councilmember Eychner and Councilmember Sigerman provided information on food and other services for the community.

## **2. EXECUTIVE SESSION**

*City Council may adjourn into executive (closed) session at any time to discuss any matter listed above including if they meet the qualifications in Chapter 551 of the Texas Government Code. Council will discuss the following matter in executive session: 551.072 (deliberation regarding real property) and 551.087 (business prospect/economic development):*

Councilmember Gary Cochrane made a motion the City Council adjourn into closed executive session under 551.072 (deliberation regarding real property) and 551.087 (business prospect/economic development), and Councilmember Kim Clarkson seconded. The motion passed 5-0.

At 10:31 a.m., City Council convened into closed executive session.

3.A. Sky Master business development project (551.072, 551.087)

The closed executive session recessed and Council returned to open session at 10:57 a.m. No action was taken during closed executive session.

## **ADJOURN**

The meeting was adjourned at 10:57 a.m.

APPROVED BY COUNCIL: \_\_\_\_\_

APPROVED:

ATTEST:

\_\_\_\_\_  
Bill Blackburn, Mayor

\_\_\_\_\_  
Shelley McElhannon, City Secretary





**TO BE CONSIDERED BY THE CITY COUNCIL  
CITY OF KERRVILLE, TEXAS**

---

**SUBJECT:** Financial Update, including impacts of COVID-19.

**AGENDA DATE OF:** April 14, 2020

**DATE SUBMITTED:** Apr 07, 2020

**SUBMITTED BY:** Amy Dozier

**EXHIBITS:**

---

| <b>Expenditure<br/>Required:</b> | <b>Remaining Budget<br/>Balance in<br/>Account:</b> | <b>Amount Budgeted:</b> | <b>Account Number:</b> |
|----------------------------------|---|-------------------------|------------------------|
| N/A                              | N/A   | N/A                     | N/A                    |

**PAYMENT TO BE MADE TO:** N/A

---

|                             |     |
|-----------------------------|-----|
| <b>Kerrville 2050 Item?</b> | No  |
| <b>Key Priority Area</b>    | N/A |
| <b>Guiding Principle</b>    | N/A |
| <b>Action Item</b>          | N/A |

---

**SUMMARY STATEMENT:**

Information regarding potential COVID-19 economic impacts to the City, including anticipated revenue shortfalls and proposed budget adjustments will be presented to City Council.

**RECOMMENDED ACTION:**

Information only; no action required.



**TO BE CONSIDERED BY THE CITY COUNCIL  
CITY OF KERRVILLE, TEXAS**

---

**SUBJECT:** Briefing and possible action as to the City's ongoing preparedness and response to COVID-19 (Coronavirus).

**AGENDA DATE OF:** April 14, 2020

**DATE SUBMITTED:** Mar 19, 2020

**SUBMITTED BY:** Shelley McElhannon

**EXHIBITS:**

---

| <b>Expenditure<br/>Required:</b> | <b>Remaining Budget<br/>Balance in<br/>Account:</b> | <b>Amount Budgeted:</b> | <b>Account Number:</b> |
|----------------------------------|---|-------------------------|------------------------|
| N/A                              | N/A   | N/A                     | N/A                    |

**PAYMENT TO BE MADE TO:** N/A

---

|                             |     |
|-----------------------------|-----|
| <b>Kerrville 2050 Item?</b> | No  |
| <b>Key Priority Area</b>    | N/A |
| <b>Guiding Principle</b>    | N/A |
| <b>Action Item</b>          | N/A |

---

**SUMMARY STATEMENT:**

On-going responsiveness to changing conditions and situations.

**RECOMMENDED ACTION:**

Actions for the preparedness and response to COVID-19 (Coronavirus) circumstances.