



**City Council Regular Meeting Agenda**  
**January 28, 2025 at 6:00 PM**  
**City Hall, 701 Main Street, Kerrville, Texas**



Citizens may view and hear City Council meetings on Spectrum Channel 2 or live-stream via the [City's website \(www.kerrvilletx.gov\)](http://www.kerrvilletx.gov). City Council meetings are recorded, and recordings posted on the City's website. Citizens wishing to speak during a meeting shall submit a completed "speaker request form" to the City Secretary before the item is introduced, and encouraged to submit the form before the meeting begins. Each speaker is limited to four minutes.

Pursuant to Section 30.06, Penal Code (trespass by license holder with a concealed handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a concealed handgun.

Pursuant to Section 30.07, Penal Code (trespass by license holder with an openly carried handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a handgun that is carried openly.

Pursuant to Section 46.03, Penal Code (places weapons prohibited), a person may not carry a firearm or other weapon on this property.

Thank you for your participation!

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**CALL TO ORDER: Mayor Joe Herring, Jr.**

**INVOCATION AND PLEDGE OF ALLEGIANCE: Councilmember Delayne Sigerman**

1. **ANNOUNCEMENTS OF COMMUNITY INTEREST:** *Items of community interest, including expressions of thanks, congratulations, condolences; holidays; recognitions; city sponsored events, or scheduled events that city officials will attend; and safety and imminent threats to the public. No action will be taken.*
2. **VISITORS/CITIZENS FORUM:** *Any citizen with business not scheduled on the agenda may speak to the City Council. Prior to speaking, each speaker must complete the speaker request form and submit it to the City Secretary before the item is called or read into record. City Council may not discuss or take any action on an item but may place the issue on a future agenda. Each speaker is limited to four minutes.*
3. **CONSENT AGENDA:** *These items are considered routine and can be approved in one motion unless a Councilmember, staff, or member of the public 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:*
  - 3.A Ordinance No. 2025-02, second reading. An Ordinance amending Chapter 94 "Taxation", Article III "Occupancy", of the Code of Ordinances of the City of Kerrville, Texas, by amending various sections relating to the imposition of a Hotel Occupancy Tax; by revising the definition of "Consideration" to clarify what costs are subject to the tax and to clarify the process for reports and audits; containing a cumulative clause; containing a savings and severability clause; ordering publication; and providing other matters relating to the subject. (J Bogusch, Finance Compliance Coordinator) (ORDINANCE NO. 2025-02 WAS APPROVED UNANIMOUSLY ON FIRST READING 1/14/2025)
  - 3.B Canon Contract for Copier and Printers Lease in the amount of \$430,931.40 over five years (Budgeted - OMNIA Purchasing Contract) (C Tork, Director of Innovation and Technology)
  - 3.C City Council workshop minutes January 14, 2025. (S McElhannon, City Secretary)

3.D City Council meeting minutes January 14, 2025. *(S McElhannon, City Secretary)*

4. **ORDINANCES, SECOND READING:**

4.A Ordinance No. 2025-01, second reading. An Ordinance amending Chapter 46 "Environment" of the City's Code of Ordinances by adding a new Article II "Tree Preservation", which adopts regulations for the preservation of trees; providing for penalties not to exceed \$2000.00; ordering publication; providing an effective date; and providing other matters related to the subject. *(D Paxton, Director of Planning & Development)* **(ORDINANCE WAS APPROVED 4-1, ON FIRST READING 1/14/2025).**

5. **CONSIDERATION AND POSSIBLE ACTION:**

5.A Resolution No. 05-2025 Adopting the City of Kerrville "City Walls Program", a City effort to help curate and exhibit quality art within City buildings, such as City Hall, the library, the Cailloux Theater, and Public Safety Facility; the City will at times partner with other organizations, such as the Kerrville Convention and Visitors Bureau, to showcase artists' works; and authorizing the City Manager to act as the authorized representative in all matters pertaining to the program. *(M Hornes, Assistant City Manager/ Katharine Boyette, Community Arts Program Director)*

5.B Resolution No. 04-2025. A Resolution approving an amendment to the Kerrville River Trail Master Plan. *(Shane Heffernan, Interim Director of Parks & Recreation)*

5.C Change Order for the Kerrville Public Safety Facility project in the amount of \$402,572.00. *(M Hornes, Asst City Manager)*

6. **FINANCE:**

6.A Financial Report for period ending 12-31-2024. *(J Behrens, Director of Finance)*

7. **EXECUTIVE SESSION:** *City Council may, as permitted by law, adjourn into executive session at any time to discuss any matter listed above if items meet the qualifications in Chapter 551 of the Texas Government Code. City Council also reserves the right to meet in executive session on the following issues:*

7.A Post Hole Ventures, LLC vs City of Kerrville, TX, Cause No. SA21CA0980XR, United States District Court for the Western District of Texas, San Antonio Division (551.071) *(M Hayes, City Attorney)*

8. **ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION, IF ANY.**

9. **ITEMS FOR FUTURE AGENDAS:** *Council may suggest items or topics for future agendas.*

**ADJOURN.**

The facility is wheelchair accessible, and accessible parking spaces are available. Requests for accommodation or interpretive services must be made 48 hours prior to this event. Please contact the City Secretary's Office at 830-258-1118 for further information.

I hereby certify that this agenda was posted as notice of the meeting on the bulletin board at the City Hall of the City of Kerrville, Texas, and on the City's website on the following date and time: 1/24/2025 at 3:30 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

Kesha Franchina TRMC, Deputy City Secretary, City of Kerrville, Texas



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

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**CAPTION:** Ordinance No. 2025-02, second reading. An Ordinance amending Chapter 94 "Taxation", Article III "Occupancy", of the Code of Ordinances of the City of Kerrville, Texas, by amending various sections relating to the imposition of a Hotel Occupancy Tax; by revising the definition of "Consideration" to clarify what costs are subject to the tax and to clarify the process for reports and audits; containing a cumulative clause; containing a savings and severability clause; ordering publication; and providing other matters relating to the subject. (*J Bogusch, Finance Compliance Coordinator*)  
(ORDINANCE NO. 2025-02 WAS APPROVED UNANIMOUSLY ON FIRST READING 1/14/2025)

**AGENDA DATE:** January 28, 2025

**DATE SUBMITTED:** 01/21/2025

**SUBMITTED BY:**

Jacob Bogusch, Finance Compliance Coordinator

**EXHIBITS:**

1. 20250128 Ord 2025-02 2nd reading HOT increase
2. 5B. HOT Ordinance Presentation

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**Expenditure:**

**Amount Budgeted:**

**Account Number:**

**Account Balance:**

**Payment to/Vendor  
name:**

**Kerrville 2050 Item?**

**Key Priority Area:**

No

**SUMMARY:**

The City of Kerrville collects a 7% occupancy tax from hoteliers to include short-term-rental (STR) properties within the City and the ETJ. Ordinance No. 2025-02 amends language in the "definitions" section of the Hotel Occupancy Tax Ordinance by adding language to clarify that STR Host Fees are a taxable for occupancy tax purposes. Other amendments include updates language and reporting requirements in the "reports and payments of tax" section and updates language in "city audit" section. The Hotel Occupancy Tax Rate is not being amended. These changes simply clarify taxable fees and update language from the original ordinance.

**RECOMMENDED ACTION:**

Approve Ordinance No. 2025-02 on second reading.



CITY OF KERRVILLE, TEXAS  
ORDINANCE NO. 2025-02

AN ORDINANCE AMENDING CHAPTER 94 "TAXATION", ARTICLE III "OCCUPANCY", OF THE CODE OF ORDINANCES OF THE CITY OF KERRVILLE, TEXAS, BY AMENDING VARIOUS SECTIONS RELATING TO THE IMPOSITION OF A HOTEL OCCUPANCY TAX; BY REVISING THE DEFINITION OF "CONSIDERATION" TO CLARIFY WHAT COSTS ARE SUBJECT TO THE TAX AND TO CLARIFY THE PROCESS FOR REPORTS AND AUDITS; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; ORDERING PUBLICATION; AND PROVIDING OTHER MATTERS RELATING TO THE SUBJECT

WHEREAS, Chapter 351 of the Texas Tax Code authorizes a city to impose a tax on the occupancy of hotel rooms within the city and its extraterritorial jurisdiction (ETJ); and

WHEREAS, City Council has previously enacted Chapter 94, Article III of the City's Code of Ordinances (Code), which imposes a seven percent tax on the occupancy of hotel rooms within the City and its ETJ; and

WHEREAS, City Council finds it to be in the public interest to amend the Code to clarify the definition of "consideration" and the process for reports and audits;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KERRVILLE, KERR COUNTY, TEXAS:

SECTION ONE. Chapter 94 "Taxation", Article III "Occupancy" of the City's Code of Ordinances is amended by amending Section 94-61 with deleted language indicated by red, strikeout (~~deleted~~) and new language indicated by blue, underline (addition) as follows:

"Sec. 94-61. - Definitions.

⋮

*Consideration* means the cost of ~~the room in~~ a hotel room only if the room is ~~one~~ ordinarily used for sleeping, and ~~shall~~ does not include the cost of any food served or ~~the cost of~~ personal services rendered to the room or ~~occupant of such a~~ person in the room ~~except for those services unless~~ related to the cleaning and readying of such room for occupancy.

Costs include applicable fees necessary for occupancy, to include host and service fees and similar.

*Hotel* means any building in which members of the public obtain sleeping accommodations for consideration. The term ~~“hotel” shall~~ includes ~~s, but not be limited to,~~ a hotel, motel, tourist home, tourist house, tourist court, lodging house, inn, rooming house, bed and breakfast, short-term rental unit, and an apartment not occupied by permanent residents. The term ~~“hotel”~~ does not include:

- (1) A hospital, sanitarium, or nursing home; or
- (2) A dormitory or other housing facility owned or leased and operated by an institution of higher education or a private or independent institution of higher education as those terms are defined by ~~V.T.C.A.,~~ Texas Education Code, §Section 61.003, and used by the institution for the purpose of providing sleeping accommodations for persons engaged in an educational program or activity at the institution.”

**SECTION TWO.** Chapter 94 “Taxation”, Article III “Occupancy” of the City’s Code of Ordinances is amended by amending Section 94-64 with deleted language indicated by red, strikeout (~~deleted~~) and new language indicated by blue, underline (addition) as follows:

**“Sec. 94-64. - Reports and payment of tax.**

On or before the 15th day of the month following each monthly ~~period~~, every person required by section 94-63 to collect the tax imposed in this article shall ~~file~~ submit a written report ~~with~~ to the City director of finance or designee (director), and in a manner required by the director, showing the gross receipts paid for all room occupancies in the preceding monthly period, the taxable receipts for all room occupancies, the amount of tax collected on such occupancies, and any other information the director ~~of finance~~ may reasonably require, to include a copy of the hotel’s monthly tax report as filed with the state comptroller in connection with the state hotel occupancy tax. Monthly reporting is required regardless of whether or not occupancies occur and tax is due. Such persons shall pay the tax due on such occupancies at the time of filing of such report. Where the 15th day falls on a Saturday, Sunday, or holiday observed by the City, such report and payment ~~shall be~~ is due on the next business day. ~~At the time of payment of such tax, a copy of the hotel’s monthly tax report, as filed with the state comptroller in connection with the state hotel occupancy tax, shall also be furnished to the director of finance.”~~



**SECTION THREE.** Chapter 94 "Taxation", Article III "Occupancy" of the City's Code of Ordinances is amended by amending Section 94-65 with deleted language indicated by red, strikeout (~~deleted~~) and new language indicated by blue, underline (addition) as follows:

**"Sec. 94-65. - City audit.**

The director ~~of finance~~ shall be permitted to have access to books and records of the hotel that are compiled and maintained by the person required to pay the tax as imposed in this article. Such inspection may occur during reasonable business hours as shall be necessary to ~~enable the director of finance to~~ determine the correctness of any report filed under section 94-64, ~~and~~ to determine the correctness of the amount due under the provisions of this article, or to determine whether or not a report should have been filed and the amount, if necessary, of taxes due."

**SECTION FOUR.** The provisions of this Ordinance are cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this Ordinance are expressly repealed to the extent of any such inconsistency or conflict.


**SECTION FIVE.** The terms and provisions of this Ordinance shall be deemed to be severable in that if any portion of this Ordinance is declared to be invalid, the same shall not affect the validity of the other provisions of this Ordinance.

**SECTION SIX.** This Ordinance shall become effective immediately upon the expiration of ten days following publication, as provided for by Section 3.07 of the City Charter.

January **PASSED AND APPROVED ON FIRST READING, this the 14 day of**  
**\_\_\_\_\_, A.D., 2025.**

**PASSED AND APPROVED ON SECOND AND FINAL READING, this**  
**the \_\_\_\_\_ of \_\_\_\_\_, A.D., 2025.**

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Michael C. Hayes, City Attorney

\_\_\_\_\_  
Joe Herring Jr., Mayor

ATTEST:

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



# **ORDINANCE 2025-02 PROPOSED AMENDMENT TO CHAPTER 94 OF THE CITY'S CODE OF ORDINANCES**

KERRVILLE CITY COUNCIL

JANUARY 14, 2025

# ORDINANCE 2025-02 PROPOSED AMENDMENT TO CHAPTER 94 OF THE CITY'S CODE OF ORDINANCES

## Purpose of the Amendment:

Make changes to HOT ordinance in order to clarify definitions and other minor changes since the adoption of the current ordinance.

Only material change:

- Define taxable revenue, including:
  - Fees such as “host fees and similar”

## Why This Amendment is Needed:

Feedback from recent HOT audits highlighted need for clarity related to taxable charges for short term rentals

**Goal: Enhance compliance and consistency**

**QUESTIONS?**



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

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**CAPTION:** Canon Contract for Copier and Printers Lease in the amount of \$430,931.40 over five years (Budgeted - OMNIA Purchasing Contract) (*C Tork, Director of Innovation and Technology*)

**AGENDA DATE:** January 28, 2025

**DATE SUBMITTED:** 01/08/2025

**SUBMITTED BY:**

Charvy Tork, Director of Innovation and Technology

**EXHIBITS:**

1. Canon Sales & Services Agreement

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<b>Expenditure:</b>	\$86,168.28	<b>Amount Budgeted:</b>
<b>Account Number:</b>	01-0107-2210	<b>Account Balance:</b>
<b>Payment to/Vendor name:</b>	Canon	

**Kerrville 2050 Item?**

Yes

**Key Priority Area:**

F – Public Facilities/Services

**SUMMARY:**

The City currently leases copiers through Ricoh, which includes 14 copiers and 3 printers. Additionally, standalone desktop printers are purchased outright and maintained independently. A review of current usage, cost analysis, and vendor ROI data highlights an opportunity to consolidate and modernize printing services by transitioning to Canon.

Canon's proposal increases the total number of devices (19 copiers and 24 printers) to better meet departmental needs and includes advanced print management capabilities through its Uniflow software. The included proposal will also provide equipment and support for the upcoming Public Safety Facility.

Below is a comparison of our current copier / printer contract versus the proposed Canon contract:

**Ricoh Contract Details:**

14 copiers, 3 printers

\$44,676 annually for leases

\$0.0574 per color print (20k monthly estimated)

45,000 allotted black-and-white prints (0.0077 per b/w after)

Total Annual Spend: \$87,752.00

**Canon Proposal:**

19 copiers and 24 printers (an increase in total devices)

Black-and-white prints: 40,000 monthly at \$0.0061 per print (adjusted for reduced volume via Uniflow)

Color prints: 15,000 monthly at \$0.04 per print (adjusted for reduced volume via Uniflow)

Includes a large-format printing option

Uniflow licensing and implementation

\$20,000 in consulting credits for future process improvement initiatives

Estimated Total Annual Spend: \$86,186.28

The Canon proposal will provide an overall cost savings for our copier and printer services. The benefits of going with the Canon / Uniflow proposal are as follows:

**Cost Savings and Increased Efficiency:**

Canon's proposal delivers cost savings despite adding more devices and provides centralized printing management. The Uniflow software reduces overall printing volume through user authentication and secure print release, eliminating unclaimed or unnecessary print jobs.

The price per print for color and black-and-white has been negotiated for a lower cost than what Ricoh provides.

**Enhanced Print Management with Uniflow Software:**

Centralized Monitoring: Tracks print, scan, and copy usage in real time for better budget control and decision-making.

User Authentication: Ensures secure access to printers and protects sensitive documents.

Mobile and Cloud Printing: Supports flexible workflows, including mobile and hybrid work environments.

Sustainability: Helps reduce waste by releasing print jobs only when authorized by users.

Future-Readiness for the Public Safety Facility: The agreement includes new devices to support the Public Safety Facility, ensuring it has the necessary infrastructure for its operations from day one.

**Additional Value Added:**

2024 Pricing: Includes new up to date equipment at competitive rates.

\$20,000 Consulting Credits: Supports the City's innovation initiatives and provides flexibility for future projects.

Large-Format Printing: Large format printer for the Emergency Operations Center at the new Public Safety Facility.



The Canon proposal offers annual savings of \$1,565.72 while significantly increasing the number of devices and enhancing capabilities, including a large-format printing option. By consolidating all printers and copiers under Canon, the City will simplify management, reduce waste, and improve service reliability. The proposal also includes devices for the new Public Safety Facility, ensuring readiness without additional procurement. Financially, the proposal delivers a strong return on investment (ROI) by streamlining operations, phasing out owned printers with their associated maintenance and ink costs, and reducing long-term expenses.

Furthermore, the inclusion of Uniflow software licensing and implementation, along with \$20,000 in consulting credits, provides significant value. These consulting credits will be leveraged to assess workflows, enhance process automation, and better utilize employees, leading to increased productivity and efficiency. By streamlining operations and reducing lead times, the City can achieve a more agile and effective work environment. Canon's Change Management program will ensure a smooth transition for end users, focusing on training and support to maximize adoption and minimize disruptions. This holistic approach aligns with the City's innovation and sustainability goals, supporting efficient and forward-thinking operations.

**RECOMMENDED ACTION:**

Staff recommends approving the transition from Ricoh to Canon for copier and printer services, including leasing new printers and copiers for the Public Safety Facility. This change ensures cost savings, improved functionality, and enhanced operational efficiency. The contract meets purchasing compliance by utilizing the OMNIA purchasing contract.

"Authorize the City Manager to negotiate and enter in a lease contract with Canon for copier and print services in the amount of \$86,186.28 per year."



Canon U.S.A., Inc. ("CUSA")  
One Canon Park, Melville, NY 11747  
(800) 613-2228

## Master Sales & Services Agreement Customer Information Face Page

# **MA55930**

Salesperson: Marcus Christopher Connolly Order Date: 1/10/2025

### Customer ("you"):

Company: CITY OF KERRVILLE TEXAS		
DBA:		
Address: 701 MAIN STREET		
City: KERRVILLE		County: KERR
State: TX	Zip: 78029	Phone #: 830-258-1290
Contact: Charvy Tork		
Email: charvy.tork@kerrvilletx.gov		

Applicable Terms and Conditions	Customer Organizational Information
<p><b>TERMS AND CONDITIONS ARE AVAILABLE AT:</b> <b><a href="http://MK1.USA.CANON.COM/CUSTOMERDOCUMENTS">MK1.USA.CANON.COM/CUSTOMERDOCUMENTS</a></b></p> <p>The CUSA customer terms and conditions located at the above website ("Terms") form part of this Agreement. The Terms include general terms, and terms for product and service purchase, maintenance, support and leasing (pursuant to the terms of Rider G); managed print services; and quotes. The Terms applicable to each of your transactions will be referenced in the Order Schedule.</p> <p>By your initials herein and signature below, you understand and acknowledge such Terms and agree to comply with those applicable to each Order Schedule.</p> <p><b>Customer Initials</b></p>	<p><b>Federal Tax ID Number:</b> _____</p> <p><b>Organization type:</b> State or Local Government</p> <p><b>Address for Notices:</b> Attn: Charvy Tork Address: 701 MAIN STREET Address 2: City: KERRVILLE State: TX Zip: 78029 Email: charvy.tork@kerrvilletx.gov</p>

BY YOUR SIGNATURE BELOW, YOU AGREE TO LEASE, PURSUANT TO THE TERMS OF RIDER G, OR PURCHASE, AS SPECIFIED IN THIS AGREEMENT, THE ITEMS LISTED IN ANY SCHEDULE, RIDER OR ADDENDA (AS APPROVED BY CUSA) TO THIS AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, AND AGREE TO ABIDE BY ALL OF THE TERMS AND CONDITIONS OF THIS FACE PAGE, APPLICABLE SCHEDULE(S), RIDER(S) AND SUCH ADDENDA, THE QUOTE, AND THE APPLICABLE TERMS AND CONDITIONS IDENTIFIED ABOVE, ALL OF WHICH IS INCORPORATED HEREIN AND MADE PART OF THIS AGREEMENT.

Customer's Authorized Signature X

Printed Name X Title X Date X



Canon U.S.A., Inc. ("CUSA")  
One Canon Park, Melville, NY 11747  
(800)-613-2228

# Lease Schedule ("Schedule") - Itemized (SER-700)

Page 1 of 25

**Customer:** CITY OF KERRVILLE TEXAS

**CFS App #:** 2006182

**Salesperson:** Marcus Christopher Contr

**Agreement #:** MA55930

**Transaction #:** S21146391

**Order Date:** 01/10/25

Billing Information		Payment Information		Equipment Maintenance Information	
Customer Account:		Listed Items Lease Term	# of Lease Payments	Maintenance elected, except where indicated declined	
Company: CITY OF KERRVILLE TEXAS		60 Months	60	Maint Base charge invoiced Monthly by CFS	
DBA:		Payment Summary* (*Plus Applicable Taxes)		Excess Per Image Charge invoiced Monthly by CFS	
Address: 701 MAIN STREET		Lease Payment \$5,765.00	Invoiced by CFS	New Fleet Plan	Fixed Price Plan
Address 2:		Total Maintenance		Other Transaction Details	
City: KERRVILLE County: KERR		Base Charge \$0.00	Invoiced by CFS	Lease Payment shall be invoiced Monthly	
State: TX Zip: 78029 Phone #: 830-258-1290		Due at Signing		Purchase Option: Fair Market Value	
Contact: Charvy Tork		# of Payments in Advance	Total Due at Signing		
Email: charvy.tork@kerrvilletx.gov					

Rider A applies (Maintenance for Office Equip/Cut Sheet Production)	Maint Base Charge Section A	Covered Images Included in Maint Base Charge	Excess Per Image Maint Charge(s)
	Included	B&W: 00 Color: 00	B&W: \$0.0061 Color: \$0.04

Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information			
3575BA60	MICARD PLUS CI	1	Included	Included	Shipping: 701 Main Street			Delivery Date:
3826C002	IMAGERUNNER ADVANCE DX C5850I	1	Included	Included	Address 2: City Hall - CSO			
4031C002	HIGH CAPACITY CASSETTE FEEDING UNIT-C1	1	Included	Included	City: KERRVILLE	County: KERR	State: TX	Zip: 78029
6598C002	STAPLE FINISHER-AB3	1	Included	Included	Primary Customer Contact: Charvy Tork			
5546C002	BUFFER PASS UNIT-P2	1	Included	Included	Phone #: 830-258-1290	Email: charvy.tork@kerrvilletx.gov		
0126C001	2/3 HOLE PUNCHER UNIT-A1	1	Included	Included	Meter Contact:			
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	Included	Included	Phone #:	Email:		
3923V843	INSTALL PAK DX C5870I/C5860I/C5850I/C5840I	1	Included	Included	IT Contact: Charvy Tork			
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Phone #: 830-258-1290	Email: charvy.tork@kerrvilletx.gov		
					Billing:			
					Address 2:			
					City:	County:	State:	Zip:
					Billing Contact:			
					Phone #:	Email:		
					Elevator: No	Loading Dock: No	# of Steps: 0	Hrs of Operation: 9-5

OC: UNIVERSITY OF CALIFORNIA PURCHASING AGREEMENT #2020002755

THIS SCHEDULE IS ENTERED INTO PURSUANT TO, AND INCORPORATES THE TERMS OF, THE MASTER SALES AND SERVICES AGREEMENT REFERENCED AS THE AGREEMENT # ABOVE ("AGREEMENT"), INCLUDING THE MASTER LEASE TERMS SET FORTH AS RIDER G THERETO WHICH SHALL CONTROL (THE "LEASE TERMS"). TO THE EXTENT THE TERMS OF AN EXISTING CFS MASTER AGREEMENT ARE REFERENCED ON THIS SCHEDULE (THE "EXISTING MASTER CFS LEASE") AND ARE APPLICABLE TO THIS SCHEDULE, THEY SHALL CONTROL OVER THE MASTER LEASE TERMS SET FORTH AS RIDER G TO THE AGREEMENT FOR SO LONG AS THE EXISTING MASTER CFS LEASE REMAINS IN EFFECT. STANDARD TERMS AND CONDITIONS AND APPLICABLE RIDERS INCORPORATED HEREIN ARE AVAILABLE AT [MK1.U.S.A.CANON.COM/CUSTOMERDOCUMENTS](http://MK1.U.S.A.CANON.COM/CUSTOMERDOCUMENTS), AND SHALL APPLY TO THE EXTENT NOT MODIFIED BY THE AGREEMENT. THIS SCHEDULE CONSTITUTES A LEASE OF THE LISTED ITEMS, AND IS BINDING ON CUSTOMER UPON SIGNING BY CUSTOMER, AND IS BINDING ON CUSA AND LESSOR AS PROVIDED IN THE LEASE TERMS. THIS SCHEDULE IS NON-CANCELABLE BY CUSTOMER. CUSTOMER REPRESENTS THAT EXECUTION OF THIS SCHEDULE HAS BEEN DULY AUTHORIZED. BY YOUR SIGNATURE, CUSTOMER AGREES TO LEASE THE LISTED ITEMS AND, IF SELECTED, TO PURCHASE THE MAINTENANCE SERVICES DESCRIBED HEREIN. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS SCHEDULE.

Customer Authorized Signature: X	Printed Name: X	Title: X	Date: X
For Internal Purposes Only:			
CFS Authorized Signature:	Printed Name:	Title:	Date:



Customer: CITY OF KERRVILLE TEXAS

Agreement #: MA55930

Order Date: 01/10/25 Salesperson: Marcus Christopher Con

Rider A applies (Maintenance for Office Equip/Cut Sheet Production)	Maint Base Charge Section A	Covered Images Included in Maint Base Charge	Excess Per Image Maint Charge(s)
	See Page 1	See Page 1	See Page 1

Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information
3575BA60	MICARD PLUS CI	1	Included	Included	<b>Shipping:</b> 218 Sidney Baker <b>Delivery Date:</b> <b>Address 2:</b> City U - Main <b>City:</b> KERRVILLE <b>County:</b> KERR <b>State:</b> TX <b>Zip:</b> 78029 <b>Contact:</b> Charvy Tork <b>Ph #:</b> 830-258-1290 <b>Email:</b> charvy.tork@kerrvilletx.gov <b>Mtr Contact:</b> <b>Ph #:</b> <b>Email:</b> <b>IT Contact:</b> Charvy Tork <b>Ph #:</b> 830-258-1290 <b>Email:</b> charvy.tork@kerrvilletx.gov <b>Billing:</b> <b>Address 2:</b> <b>City:</b> <b>County:</b> <b>State:</b> <b>Zip:</b> <b>Contact:</b> <b>Ph #:</b> <b>Email:</b> <b>Elevator:</b> No <b>Loading Dock:</b> No <b># of Steps:</b> 0 <b>Hrs of Operation:</b> Consumables: Toner Only (excludes clear) Auto-Toner Fulfillment** Meter Method: Remote Reporting Agent Corporate Advantage <b>For CUSA USE ONLY:</b> Config: A   57355396
3826C002	IMAGERUNNER ADVANCE DX C5850I	1	Included	Included	
4031C002	HIGH CAPACITY CASSETTE FEEDING UNIT-C1	1	Included	Included	
6598C002	STAPLE FINISHER-AB3	1	Included	Included	
5546C002	BUFFER PASS UNIT-P2	1	Included	Included	
0126C001	2/3 HOLE PUNCHER UNIT-A1	1	Included	Included	
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	Included	Included	
3923V843	INSTALL PAK DX C5870I/C5860I/C5850I/C5840I	1	Included	Included	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	

Rider A applies (Maintenance for Office Equip/Cut Sheet Production)	Maint Base Charge Section A	Covered Images Included in Maint Base Charge	Excess Per Image Maint Charge(s)
	See Page 1	See Page 1	See Page 1

Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information
3575BA60	MICARD PLUS CI	1	Included	Included	<b>Shipping:</b> 200 Sidney Baker <b>Delivery Date:</b> <b>Address 2:</b> Development Services-Engineering - Main <b>City:</b> KERRVILLE <b>County:</b> KERR <b>State:</b> TX <b>Zip:</b> 78029 <b>Contact:</b> Charvy Tork <b>Ph #:</b> 830-258-1290 <b>Email:</b> charvy.tork@kerrvilletx.gov <b>Mtr Contact:</b> <b>Ph #:</b> <b>Email:</b> <b>IT Contact:</b> Charvy Tork <b>Ph #:</b> 830-258-1290 <b>Email:</b> charvy.tork@kerrvilletx.gov <b>Billing:</b> <b>Address 2:</b> <b>City:</b> <b>County:</b> <b>State:</b> <b>Zip:</b> <b>Contact:</b> <b>Ph #:</b> <b>Email:</b> <b>Elevator:</b> No <b>Loading Dock:</b> No <b># of Steps:</b> 0 <b>Hrs of Operation:</b> Consumables: Toner Only (excludes clear) Auto-Toner Fulfillment** Meter Method: Remote Reporting Agent Corporate Advantage <b>For CUSA USE ONLY:</b> Config: A   57355396
3826C002	IMAGERUNNER ADVANCE DX C5850I	1	Included	Included	
4031C002	HIGH CAPACITY CASSETTE FEEDING UNIT-C1	1	Included	Included	
6598C002	STAPLE FINISHER-AB3	1	Included	Included	
5546C002	BUFFER PASS UNIT-P2	1	Included	Included	
0126C001	2/3 HOLE PUNCHER UNIT-A1	1	Included	Included	
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	Included	Included	
3923V843	INSTALL PAK DX C5870I/C5860I/C5850I/C5840I	1	Included	Included	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	



Customer: CITY OF KERRVILLE TEXAS

Agreement #: MA55930

Order Date: 01/10/25 Salesperson: Marcus Christopher Con

Rider A applies (Maintenance for Office Equip/Cut Sheet Production)		Maint Base Charge Section A	Covered Images Included in Maint Base Charge			Excess Per Image Maint Charge(s)
		See Page 1	See Page 1			See Page 1
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information	
3575BA60	MICARD PLUS CI	1	Included	Included	Shipping: 365 Clearwater Paseo Delivery Date:	
3826C002	IMAGERUNNER ADVANCE DX C5850I	1	Included	Included	Address 2: EOC - Main Area	
4031C002	HIGH CAPACITY CASSETTE FEEDING UNIT-C1	1	Included	Included	City: KERRVILLE	County: KERR State: TX Zip: 78029
6598C002	STAPLE FINISHER-AB3	1	Included	Included	Contact: Charvy Tork	Ph #: 830-258-1290 Email: charvy.tork@kerrvilletx.gov
5546C002	BUFFER PASS UNIT-P2	1	Included	Included	Mtr Contact:	Ph #: Email:
0126C001	2/3 HOLE PUNCHER UNIT-A1	1	Included	Included	IT Contact: Charvy Tork	Ph #: 830-258-1290 Email: charvy.tork@kerrvilletx.gov
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	Included	Included	Billing:	
3923V843	INSTALL PAK DX C5870I/C5860I/C5850I/C5840I	1	Included	Included	Address 2:	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	City:	County: State: Zip:
					Contact:	Ph #: Email:
					Elevator: No	Loading Dock: No # of Steps: 0 Hrs of Operation:
					Consumables: Toner Only (excludes clear) Auto-Toner Fulfillment**	
					Meter Method: Remote Reporting Agent Corporate Advantage	
					For CUSA USE ONLY:	
					Config: A   57355396	

Rider A applies (Maintenance for Office Equip/Cut Sheet Production)		Maint Base Charge Section A	Covered Images Included in Maint Base Charge			Excess Per Image Maint Charge(s)
		See Page 1	See Page 1			See Page 1
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information	
3575BA60	MICARD PLUS CI	1	Included	Included	Shipping: 505 Water Street Delivery Date:	
3826C002	IMAGERUNNER ADVANCE DX C5850I	1	Included	Included	Address 2: Library-Staff - Staff Area	
4031C002	HIGH CAPACITY CASSETTE FEEDING UNIT-C1	1	Included	Included	City: KERRVILLE	County: KERR State: TX Zip: 78029
6598C002	STAPLE FINISHER-AB3	1	Included	Included	Contact: Charvy Tork	Ph #: 830-258-1290 Email: charvy.tork@kerrvilletx.gov
5546C002	BUFFER PASS UNIT-P2	1	Included	Included	Mtr Contact:	Ph #: Email:
0126C001	2/3 HOLE PUNCHER UNIT-A1	1	Included	Included	IT Contact: Charvy Tork	Ph #: 830-258-1290 Email: charvy.tork@kerrvilletx.gov
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	Included	Included	Billing:	
3923V843	INSTALL PAK DX C5870I/C5860I/C5850I/C5840I	1	Included	Included	Address 2:	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	City:	County: State: Zip:
					Contact:	Ph #: Email:
					Elevator: No	Loading Dock: No # of Steps: 0 Hrs of Operation:
					Consumables: Toner Only (excludes clear) Auto-Toner Fulfillment**	
					Meter Method: Remote Reporting Agent Corporate Advantage	
					For CUSA USE ONLY:	
					Config: A   57355396	



Customer: CITY OF KERRVILLE TEXAS

Agreement #: MA55930

Order Date: 01/10/25 Salesperson: Marcus Christopher Con

Rider A applies (Maintenance for Office Equip/Cut Sheet Production)	Maint Base Charge Section A	Covered Images Included in Maint Base Charge			Excess Per Image Maint Charge(s)
	See Page 1	See Page 1			See Page 1
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information
3575BA60	MICARD PLUS CI	1	Included	Included	<b>Shipping:</b> 505 Water Street <b>Delivery Date:</b> <b>Address 2:</b> Library-Public - Public Area <b>City:</b> KERRVILLE <b>County:</b> KERR <b>State:</b> TX <b>Zip:</b> 78029 <b>Contact:</b> Charvy Tork <b>Ph #:</b> 830-258-1290 <b>Email:</b> charvy.tork@kerrvilletx.gov <b>Mtr Contact:</b> <b>Ph #:</b> <b>Email:</b> <b>IT Contact:</b> Charvy Tork <b>Ph #:</b> 830-258-1290 <b>Email:</b> charvy.tork@kerrvilletx.gov <b>Billing:</b> <b>Address 2:</b> <b>City:</b> <b>County:</b> <b>State:</b> <b>Zip:</b> <b>Contact:</b> <b>Ph #:</b> <b>Email:</b> <b>Elevator:</b> No <b>Loading Dock:</b> No <b># of Steps:</b> 0 <b>Hrs of Operation:</b> Consumables: Toner Only (excludes clear) Auto-Toner Fulfillment** Meter Method: Remote Reporting Agent Corporate Advantage <b>For CUSA USE ONLY:</b> Config: A   57355396
3826C002	IMAGERUNNER ADVANCE DX C5850I	1	Included	Included	
4031C002	HIGH CAPACITY CASSETTE FEEDING UNIT-C1	1	Included	Included	
6598C002	STAPLE FINISHER-AB3	1	Included	Included	
5546C002	BUFFER PASS UNIT-P2	1	Included	Included	
0126C001	2/3 HOLE PUNCHER UNIT-A1	1	Included	Included	
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	Included	Included	
3923V843	INSTALL PAK DX C5870I/C5860I/C5850I/C5840I	1	Included	Included	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	

Rider A applies (Maintenance for Office Equip/Cut Sheet Production)	Maint Base Charge Section A	Covered Images Included in Maint Base Charge			Excess Per Image Maint Charge(s)
	See Page 1	See Page 1			See Page 1
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information
3575BA60	MICARD PLUS CI	1	Included	Included	<b>Shipping:</b> 2385 Bandera Highway <b>Delivery Date:</b> <b>Address 2:</b> Parks and Recreation - Admin <b>City:</b> KERRVILLE <b>County:</b> KERR <b>State:</b> TX <b>Zip:</b> 78029 <b>Contact:</b> Charvy Tork <b>Ph #:</b> 830-258-1290 <b>Email:</b> charvy.tork@kerrvilletx.gov <b>Mtr Contact:</b> <b>Ph #:</b> <b>Email:</b> <b>IT Contact:</b> Charvy Tork <b>Ph #:</b> 830-258-1290 <b>Email:</b> charvy.tork@kerrvilletx.gov <b>Billing:</b> <b>Address 2:</b> <b>City:</b> <b>County:</b> <b>State:</b> <b>Zip:</b> <b>Contact:</b> <b>Ph #:</b> <b>Email:</b> <b>Elevator:</b> No <b>Loading Dock:</b> No <b># of Steps:</b> 0 <b>Hrs of Operation:</b> Consumables: Toner Only (excludes clear) Auto-Toner Fulfillment** Meter Method: Remote Reporting Agent Corporate Advantage <b>For CUSA USE ONLY:</b> Config: A   57355396
3826C002	IMAGERUNNER ADVANCE DX C5850I	1	Included	Included	
4031C002	HIGH CAPACITY CASSETTE FEEDING UNIT-C1	1	Included	Included	
6598C002	STAPLE FINISHER-AB3	1	Included	Included	
5546C002	BUFFER PASS UNIT-P2	1	Included	Included	
0126C001	2/3 HOLE PUNCHER UNIT-A1	1	Included	Included	
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	Included	Included	
3923V843	INSTALL PAK DX C5870I/C5860I/C5850I/C5840I	1	Included	Included	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	



Customer: CITY OF KERRVILLE TEXAS

Agreement #: MA55930

Order Date: 01/10/25 Salesperson: Marcus Christopher Con

Rider A applies (Maintenance for Office Equip/Cut Sheet Production)	Maint Base Charge Section A	Covered Images Included in Maint Base Charge			Excess Per Image Maint Charge(s)
	See Page 1	See Page 1			See Page 1
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information
3575BA60	MICARD PLUS CI	1	Included	Included	<b>Shipping:</b> 2385 Bandera Highway <b>Delivery Date:</b> <b>Address 2:</b> Parks Office - Main <b>City:</b> KERRVILLE <b>County:</b> KERR <b>State:</b> TX <b>Zip:</b> 78029 <b>Contact:</b> Charvy Tork <b>Ph #:</b> 830-258-1290 <b>Email:</b> charvy.tork@kerrvilletx.gov <b>Mtr Contact:</b> <b>Ph #:</b> <b>Email:</b> <b>IT Contact:</b> Charvy Tork <b>Ph #:</b> 830-258-1290 <b>Email:</b> charvy.tork@kerrvilletx.gov <b>Billing:</b> <b>Address 2:</b> <b>City:</b> <b>County:</b> <b>State:</b> <b>Zip:</b> <b>Contact:</b> <b>Ph #:</b> <b>Email:</b> <b>Elevator:</b> No <b>Loading Dock:</b> No <b># of Steps:</b> 0 <b>Hrs of Operation:</b> Consumables: Toner Only (excludes clear) Auto-Toner Fulfillment** Meter Method: Remote Reporting Agent Corporate Advantage <b>For CUSA USE ONLY:</b> Config: A   57355396
3826C002	IMAGERUNNER ADVANCE DX C5850I	1	Included	Included	
4031C002	HIGH CAPACITY CASSETTE FEEDING UNIT-C1	1	Included	Included	
6598C002	STAPLE FINISHER-AB3	1	Included	Included	
5546C002	BUFFER PASS UNIT-P2	1	Included	Included	
0126C001	2/3 HOLE PUNCHER UNIT-A1	1	Included	Included	
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	Included	Included	
3923V843	INSTALL PAK DX C5870I/C5860I/C5850I/C5840I	1	Included	Included	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	

Rider A applies (Maintenance for Office Equip/Cut Sheet Production)	Maint Base Charge Section A	Covered Images Included in Maint Base Charge			Excess Per Image Maint Charge(s)
	See Page 1	See Page 1			See Page 1
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information
3575BA60	MICARD PLUS CI	1	Included	Included	<b>Shipping:</b> 365 Clearwater Paseo <b>Delivery Date:</b> <b>Address 2:</b> Police - Volunteer <b>City:</b> KERRVILLE <b>County:</b> KERR <b>State:</b> TX <b>Zip:</b> 78029 <b>Contact:</b> Charvy Tork <b>Ph #:</b> 830-258-1290 <b>Email:</b> charvy.tork@kerrvilletx.gov <b>Mtr Contact:</b> <b>Ph #:</b> <b>Email:</b> <b>IT Contact:</b> Charvy Tork <b>Ph #:</b> 830-258-1290 <b>Email:</b> charvy.tork@kerrvilletx.gov <b>Billing:</b> <b>Address 2:</b> <b>City:</b> <b>County:</b> <b>State:</b> <b>Zip:</b> <b>Contact:</b> <b>Ph #:</b> <b>Email:</b> <b>Elevator:</b> No <b>Loading Dock:</b> No <b># of Steps:</b> 0 <b>Hrs of Operation:</b> Consumables: Toner Only (excludes clear) Auto-Toner Fulfillment** Meter Method: Remote Reporting Agent Corporate Advantage <b>For CUSA USE ONLY:</b> Config: A   57355396
3826C002	IMAGERUNNER ADVANCE DX C5850I	1	Included	Included	
4031C002	HIGH CAPACITY CASSETTE FEEDING UNIT-C1	1	Included	Included	
6598C002	STAPLE FINISHER-AB3	1	Included	Included	
5546C002	BUFFER PASS UNIT-P2	1	Included	Included	
0126C001	2/3 HOLE PUNCHER UNIT-A1	1	Included	Included	
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	Included	Included	
3923V843	INSTALL PAK DX C5870I/C5860I/C5850I/C5840I	1	Included	Included	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	





Customer: CITY OF KERRVILLE TEXAS

Agreement #: MA55930

Order Date: 01/10/25 Salesperson: Marcus Christopher Con

Rider A applies (Maintenance for Office Equip/Cut Sheet Production)	Maint Base Charge Section A	Covered Images Included in Maint Base Charge			Excess Per Image Maint Charge(s)
	See Page 1	See Page 1			See Page 1
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information
3575BA60	MICARD PLUS CI	1	Included	Included	<b>Shipping:</b> 365 Clearwater Paseo <b>Delivery Date:</b> <b>Address 2:</b> Police - Patrol <b>City:</b> KERRVILLE <b>County:</b> KERR <b>State:</b> TX <b>Zip:</b> 78029 <b>Contact:</b> Charvy Tork <b>Ph #:</b> 830-258-1290 <b>Email:</b> charvy.tork@kerrvilletx.gov <b>Mtr Contact:</b> <b>Ph #:</b> <b>Email:</b> <b>IT Contact:</b> Charvy Tork <b>Ph #:</b> 830-258-1290 <b>Email:</b> charvy.tork@kerrvilletx.gov <b>Billing:</b> <b>Address 2:</b> <b>City:</b> <b>County:</b> <b>State:</b> <b>Zip:</b> <b>Contact:</b> <b>Ph #:</b> <b>Email:</b> <b>Elevator:</b> No <b>Loading Dock:</b> No <b># of Steps:</b> 0 <b>Hrs of Operation:</b> Consumables: Toner Only (excludes clear) Auto-Toner Fulfillment** Meter Method: Remote Reporting Agent Corporate Advantage <b>For CUSA USE ONLY:</b> Config: A   57355396
3826C002	IMAGERUNNER ADVANCE DX C5850I	1	Included	Included	
4031C002	HIGH CAPACITY CASSETTE FEEDING UNIT-C1	1	Included	Included	
6598C002	STAPLE FINISHER-AB3	1	Included	Included	
5546C002	BUFFER PASS UNIT-P2	1	Included	Included	
0126C001	2/3 HOLE PUNCHER UNIT-A1	1	Included	Included	
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	Included	Included	
3923V843	INSTALL PAK DX C5870I/C5860I/C5850I/C5840I	1	Included	Included	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	

Rider A applies (Maintenance for Office Equip/Cut Sheet Production)	Maint Base Charge Section A	Covered Images Included in Maint Base Charge			Excess Per Image Maint Charge(s)
	See Page 1	See Page 1			See Page 1
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information
3575BA60	MICARD PLUS CI	1	Included	Included	<b>Shipping:</b> 365 Clearwater Paseo <b>Delivery Date:</b> <b>Address 2:</b> Police - Invest <b>City:</b> KERRVILLE <b>County:</b> KERR <b>State:</b> TX <b>Zip:</b> 78029 <b>Contact:</b> Charvy Tork <b>Ph #:</b> 830-258-1290 <b>Email:</b> charvy.tork@kerrvilletx.gov <b>Mtr Contact:</b> <b>Ph #:</b> <b>Email:</b> <b>IT Contact:</b> Charvy Tork <b>Ph #:</b> 830-258-1290 <b>Email:</b> charvy.tork@kerrvilletx.gov <b>Billing:</b> <b>Address 2:</b> <b>City:</b> <b>County:</b> <b>State:</b> <b>Zip:</b> <b>Contact:</b> <b>Ph #:</b> <b>Email:</b> <b>Elevator:</b> No <b>Loading Dock:</b> No <b># of Steps:</b> 0 <b>Hrs of Operation:</b> Consumables: Toner Only (excludes clear) Auto-Toner Fulfillment** Meter Method: Remote Reporting Agent Corporate Advantage <b>For CUSA USE ONLY:</b> Config: A   57355396
3826C002	IMAGERUNNER ADVANCE DX C5850I	1	Included	Included	
4031C002	HIGH CAPACITY CASSETTE FEEDING UNIT-C1	1	Included	Included	
6598C002	STAPLE FINISHER-AB3	1	Included	Included	
5546C002	BUFFER PASS UNIT-P2	1	Included	Included	
0126C001	2/3 HOLE PUNCHER UNIT-A1	1	Included	Included	
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	Included	Included	
3923V843	INSTALL PAK DX C5870I/C5860I/C5850I/C5840I	1	Included	Included	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	





Customer: CITY OF KERRVILLE TEXAS

Agreement #: MA55930

Order Date: 01/10/25 Salesperson: Marcus Christopher Con

Rider A applies (Maintenance for Office Equip/Cut Sheet Production)	Maint Base Charge Section A	Covered Images Included in Maint Base Charge	Excess Per Image Maint Charge(s)
	See Page 1	See Page 1	See Page 1

Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information
3575BA60	MICARD PLUS CI	1	Included	Included	<b>Shipping:</b> 1000 Thompson Drive <b>Delivery Date:</b> <b>Address 2:</b> Water Production - Main <b>City:</b> KERRVILLE <b>County:</b> KERR <b>State:</b> TX <b>Zip:</b> 78029 <b>Contact:</b> Charvy Tork <b>Ph #:</b> 830-258-1290 <b>Email:</b> charvy.tork@kerrvilletx.gov <b>Mtr Contact:</b> <b>Ph #:</b> <b>Email:</b> <b>IT Contact:</b> Charvy Tork <b>Ph #:</b> 830-258-1290 <b>Email:</b> charvy.tork@kerrvilletx.gov <b>Billing:</b> <b>Address 2:</b> <b>City:</b> <b>County:</b> <b>State:</b> <b>Zip:</b> <b>Contact:</b> <b>Ph #:</b> <b>Email:</b> <b>Elevator:</b> No <b>Loading Dock:</b> No <b># of Steps:</b> 0 <b>Hrs of Operation:</b> Consumables: Toner Only (excludes clear) Auto-Toner Fulfillment** Meter Method: Remote Reporting Agent Corporate Advantage <b>For CUSA USE ONLY:</b> Config: A   57355396
3826C002	IMAGERUNNER ADVANCE DX C5850I	1	Included	Included	
4031C002	HIGH CAPACITY CASSETTE FEEDING UNIT-C1	1	Included	Included	
6598C002	STAPLE FINISHER-AB3	1	Included	Included	
5546C002	BUFFER PASS UNIT-P2	1	Included	Included	
0126C001	2/3 HOLE PUNCHER UNIT-A1	1	Included	Included	
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	Included	Included	
3923V843	INSTALL PAK DX C5870I/C5860I/C5850I/C5840I	1	Included	Included	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	

Rider A applies (Maintenance for Office Equip/Cut Sheet Production)	Maint Base Charge Section A	Covered Images Included in Maint Base Charge	Excess Per Image Maint Charge(s)
	See Page 1	See Page 1	See Page 1

Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information
3575BA60	MICARD PLUS CI	1	Included	Included	<b>Shipping:</b> 3650 Loop 534 <b>Delivery Date:</b> <b>Address 2:</b> Water Reclamation - Main <b>City:</b> KERRVILLE <b>County:</b> KERR <b>State:</b> TX <b>Zip:</b> 78029 <b>Contact:</b> Charvy Tork <b>Ph #:</b> 830-258-1290 <b>Email:</b> charvy.tork@kerrvilletx.gov <b>Mtr Contact:</b> <b>Ph #:</b> <b>Email:</b> <b>IT Contact:</b> Charvy Tork <b>Ph #:</b> 830-258-1290 <b>Email:</b> charvy.tork@kerrvilletx.gov <b>Billing:</b> <b>Address 2:</b> <b>City:</b> <b>County:</b> <b>State:</b> <b>Zip:</b> <b>Contact:</b> <b>Ph #:</b> <b>Email:</b> <b>Elevator:</b> No <b>Loading Dock:</b> No <b># of Steps:</b> 0 <b>Hrs of Operation:</b> Consumables: Toner Only (excludes clear) Auto-Toner Fulfillment** Meter Method: Remote Reporting Agent Corporate Advantage <b>For CUSA USE ONLY:</b> Config: A   57355396
3826C002	IMAGERUNNER ADVANCE DX C5850I	1	Included	Included	
4031C002	HIGH CAPACITY CASSETTE FEEDING UNIT-C1	1	Included	Included	
6598C002	STAPLE FINISHER-AB3	1	Included	Included	
5546C002	BUFFER PASS UNIT-P2	1	Included	Included	
0126C001	2/3 HOLE PUNCHER UNIT-A1	1	Included	Included	
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	Included	Included	
3923V843	INSTALL PAK DX C5870I/C5860I/C5850I/C5840I	1	Included	Included	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	



Customer: CITY OF KERRVILLE TEXAS

Agreement #: MA55930

Order Date: 01/10/25 Salesperson: Marcus Christopher Con

Rider A applies (Maintenance for Office Equip/Cut Sheet Production)	Maint Base Charge Section D	Covered Images Included in Maint Base Charge	Excess Per Image Maint Charge(s)
	See Page 1	See Page 1	See Page 1

Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information
3825C002	IMAGERUNNER ADVANCE DX C5860I	1	Included	Included	<b>Shipping:</b> 701 Main Street <b>Delivery Date:</b> <b>Address 2:</b> City Hall - Finance <b>City:</b> KERRVILLE <b>County:</b> KERR <b>State:</b> TX <b>Zip:</b> 78029 <b>Contact:</b> Charvy Tork <b>Ph #:</b> 830-258-1290 <b>Email:</b> charvy.tork@kerrvilletx.gov <b>Mtr Contact:</b> <b>Ph #:</b> <b>Email:</b> <b>IT Contact:</b> Charvy Tork <b>Ph #:</b> 830-258-1290 <b>Email:</b> charvy.tork@kerrvilletx.gov <b>Billing:</b> <b>Address 2:</b> <b>City:</b> <b>County:</b> <b>State:</b> <b>Zip:</b> <b>Contact:</b> <b>Ph #:</b> <b>Email:</b> <b>Elevator:</b> No <b>Loading Dock:</b> No <b># of Steps:</b> 0 <b>Hrs of Operation:</b> Consumables: Toner Only (excludes clear) Auto-Toner Fulfillment** Meter Method: Remote Reporting Agent Corporate Advantage <b>For CUSA USE ONLY:</b> Config: D   57355399
4031C002	HIGH CAPACITY CASSETTE FEEDING UNIT-C1	1	Included	Included	
6598C002	STAPLE FINISHER-AB3	1	Included	Included	
5546C002	BUFFER PASS UNIT-P2	1	Included	Included	
0126C001	2/3 HOLE PUNCHER UNIT-A1	1	Included	Included	
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	Included	Included	
3923V843	INSTALL PAK DX C5870I/C5860I/C5850I/C5840I	1	Included	Included	
3575BA60	MICARD PLUS CI	1	Included	Included	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	

Rider A applies (Maintenance for Office Equip/Cut Sheet Production)	Maint Base Charge Section E	Covered Images Included in Maint Base Charge	Excess Per Image Maint Charge(s)
	See Page 1	See Page 1	See Page 1

Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information
5847C003	IMAGERUNNER ADVANCE DX C259IF	1	Included	Included	<b>Shipping:</b> 407 Harper Road <b>Delivery Date:</b> <b>Address 2:</b> Firestation 00-Harper - Main <b>City:</b> KERRVILLE <b>County:</b> KERR <b>State:</b> TX <b>Zip:</b> 78029 <b>Contact:</b> Charvy Tork <b>Ph #:</b> 830-258-1290 <b>Email:</b> charvy.tork@kerrvilletx.gov <b>Mtr Contact:</b> <b>Ph #:</b> <b>Email:</b> <b>IT Contact:</b> Charvy Tork <b>Ph #:</b> 830-258-1290 <b>Email:</b> charvy.tork@kerrvilletx.gov <b>Billing:</b> <b>Address 2:</b> <b>City:</b> <b>County:</b> <b>State:</b> <b>Zip:</b> <b>Contact:</b> <b>Ph #:</b> <b>Email:</b> <b>Elevator:</b> No <b>Loading Dock:</b> No <b># of Steps:</b> 0 <b>Hrs of Operation:</b> Consumables: Toner Only (excludes clear) Auto-Toner Fulfillment** Meter Method: Remote Reporting Agent Corporate Advantage <b>For CUSA USE ONLY:</b> Config: E   57355400
2368V119	LOW VOLUME CONNECTIVITY UP TO 30PPM	1	Included	Included	
3826V922	INSTALL PAK IRA DX C357IF / C257IF	1	Included	Included	
3575BA60	MICARD PLUS CI	1	Included	Included	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	



Customer: CITY OF KERRVILLE TEXAS

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Order Date: 01/10/25 Salesperson: Marcus Christopher Con

Rider A applies (Maintenance for Office Equip/Cut Sheet Production)	Maint Base Charge Section E	Covered Images Included in Maint Base Charge	Excess Per Image Maint Charge(s)
	See Page 1	See Page 1	See Page 1

Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information			
5847C003	IMAGERUNNER ADVANCE DX C259IF LOW VOLUME CONNECTIVITY UP TO 30PPM INSTALL PAK IRA DX C357IF / C257IF MICARD PLUS CI Pre-Installed Supplies Installed in Machine	1	Included	Included	Shipping: 1012 Water Street		Delivery Date:	
2368V119		1	Included	Included	Address 2: Firestation 01-Central - Main			
3826V922		1	Included	Included	City: KERRVILLE		County: KERR	State: TX Zip: 78029
3575BA60		1	Included	Included	Contact: Charvy Tork		Ph #: 830-258-1290	Email: charvy.tork@kerrvilletx.gov
IntSupplies		1	Included	Included	Mtr Contact:		Ph #:	Email:
					IT Contact: Charvy Tork Ph #: 830-258-1290 Email: charvy.tork@kerrvilletx.gov			
					Billing:			
					Address 2:			
					City:		County:	State: Zip:
					Contact:		Ph #:	Email:
					Elevator: No Loading Dock: No		# of Steps: 0	Hrs of Operation:
					Consumables: Toner Only (excludes clear) Auto-Toner Fulfillment**			
					Meter Method: Remote Reporting Agent Corporate Advantage			
					For CUSA USE ONLY:			
					Config: E   57355400			

Rider A applies (Maintenance for Office Equip/Cut Sheet Production)	Maint Base Charge Section E	Covered Images Included in Maint Base Charge	Excess Per Image Maint Charge(s)
	See Page 1	See Page 1	See Page 1

Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information			
5847C003	IMAGERUNNER ADVANCE DX C259IF LOW VOLUME CONNECTIVITY UP TO 30PPM INSTALL PAK IRA DX C357IF / C257IF MICARD PLUS CI Pre-Installed Supplies Installed in Machine	1	Included	Included	Shipping: 1750 Goat Creek Road		Delivery Date:	
2368V119		1	Included	Included	Address 2: Firestation 02-Coronado - Main			
3826V922		1	Included	Included	City: KERRVILLE		County: KERR	State: TX Zip: 78029
3575BA60		1	Included	Included	Contact: Charvy Tork		Ph #: 830-258-1290	Email: charvy.tork@kerrvilletx.gov
IntSupplies		1	Included	Included	Mtr Contact:		Ph #:	Email:
					IT Contact: Charvy Tork Ph #: 830-258-1290 Email: charvy.tork@kerrvilletx.gov			
					Billing:			
					Address 2:			
					City:		County:	State: Zip:
					Contact:		Ph #:	Email:
					Elevator: No Loading Dock: No		# of Steps: 0	Hrs of Operation:
					Consumables: Toner Only (excludes clear) Auto-Toner Fulfillment**			
					Meter Method: Remote Reporting Agent Corporate Advantage			
					For CUSA USE ONLY:			
					Config: E   57355400			



Customer: CITY OF KERRVILLE TEXAS

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Order Date: 01/10/25 Salesperson: Marcus Christopher Con

Rider A applies (Maintenance for Office Equip/Cut Sheet Production)		Maint Base Charge Section E	Covered Images Included in Maint Base Charge			Excess Per Image Maint Charge(s)					
		See Page 1	See Page 1			See Page 1					
Item Code	Listed Items Description		Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information					
5847C003	IMAGERUNNER ADVANCE DX C259IF		1	Included	Included	Shipping: 3225 Legion Drive			Delivery Date:		
2368V119	LOW VOLUME CONNECTIVITY UP TO 30PPM		1	Included	Included	Address 2: Firestation 03-Legion - Main					
3826V922	INSTALL PAK IRA DX C357IF / C257IF		1	Included	Included	City: KERRVILLE		County: KERR		State: TX Zip: 78029	
3575BA60	MICARD PLUS CI		1	Included	Included	Contact: Charvy Tork		Ph #: 830-258-1290		Email: charvy.tork@kerrvilletx.gov	
IntSupplies	Pre-Installed Supplies Installed in Machine		1	Included	Included	Mtr Contact:		Ph #:		Email:	
						IT Contact: Charvy Tork Ph #: 830-258-1290 Email: charvy.tork@kerrvilletx.gov					
						Billing:					
						Address 2:					
						City:		County:		State: Zip:	
						Contact:		Ph #:		Email:	
						Elevator: No		Loading Dock: No		# of Steps: 0 Hrs of Operation:	
						Consumables: Toner Only (excludes clear)				Auto-Toner Fulfillment**	
						Meter Method: Remote Reporting Agent				Corporate Advantage	
						For CUSA USE ONLY:					
						Config: E   57355400					

Rider A applies (Maintenance for Office Equip/Cut Sheet Production)		Maint Base Charge Section E	Covered Images Included in Maint Base Charge			Excess Per Image Maint Charge(s)				
		See Page 1	See Page 1			See Page 1				
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information					
5847C003	IMAGERUNNER ADVANCE DX C259IF	1	Included	Included	Shipping: 725 Alpine Drive				Delivery Date:	
2368V119	LOW VOLUME CONNECTIVITY UP TO 30PPM	1	Included	Included	Address 2: Firestation 04-Alpine - Main					
3826V922	INSTALL PAK IRA DX C357IF / C257IF	1	Included	Included	City: KERRVILLE		County: KERR	State: TX Zip: 78029		
3575BA60	MICARD PLUS CI	1	Included	Included	Contact: Charvy Tork		Ph #: 830-258-1290	Email: charvy.tork@kerrvilletx.gov		
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Mtr Contact:		Ph #:	Email:		
					IT Contact: Charvy Tork		Ph #: 830-258-1290	Email: charvy.tork@kerrvilletx.gov		
					Billing:					
					Address 2:					
					City:		County:	State:	Zip:	
					Contact:		Ph #:	Email:		
					Elevator: No		Loading Dock: No	# of Steps: 0	Hrs of Operation:	
					Consumables: Toner Only (excludes clear)					Auto-Toner Fulfillment**
					Meter Method: Remote Reporting Agent					Corporate Advantage
					For CUSA USE ONLY:					
					Config: E   57355400					



Customer: CITY OF KERRVILLE TEXAS

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Order Date: 01/10/25 Salesperson: Marcus Christopher Con

Rider A applies (Maintenance for Office Equip/Cut Sheet Production)	Maint Base Charge Section E	Covered Images Included in Maint Base Charge	Excess Per Image Maint Charge(s)
	See Page 1	See Page 1	See Page 1

Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information			
5847C003	IMAGERUNNER ADVANCE DX C259IF LOW VOLUME CONNECTIVITY UP TO 30PPM INSTALL PAK IRA DX C357IF / C257IF MICARD PLUS CI Pre-Installed Supplies Installed in Machine	1	Included	Included	Shipping: 620 Hays Street		Delivery Date:	
2368V119		1	Included	Included	Address 2: Fleet-Garage - Main			
3826V922		1	Included	Included	City: KERRVILLE		County: KERR	State: TX Zip: 78029
3575BA60		1	Included	Included	Contact: Charvy Tork		Ph #: 830-258-1290	Email: charvy.tork@kerrvilletx.gov
IntSupplies		1	Included	Included	Mtr Contact:		Ph #:	Email:
					IT Contact: Charvy Tork Ph #: 830-258-1290 Email: charvy.tork@kerrvilletx.gov			
					Billing:			
					Address 2:			
					City:		County:	State: Zip:
					Contact:		Ph #:	Email:
					Elevator: No Loading Dock: No		# of Steps: 0	Hrs of Operation:
					Consumables: Toner Only (excludes clear) Auto-Toner Fulfillment**			
					Meter Method: Remote Reporting Agent Corporate Advantage			
					For CUSA USE ONLY:			
					Config: E   57355400			

Rider A applies (Maintenance for Office Equip/Cut Sheet Production)	Maint Base Charge Section E	Covered Images Included in Maint Base Charge	Excess Per Image Maint Charge(s)
	See Page 1	See Page 1	See Page 1

Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information			
5847C003	IMAGERUNNER ADVANCE DX C259IF	1	Included	Included	Shipping: 1 Country Club		Delivery Date:	
2368V119	LOW VOLUME CONNECTIVITY UP TO 30PPM	1	Included	Included	Address 2: Golf Pro Shop - Main			
3826V922	INSTALL PAK IRA DX C357IF / C257IF	1	Included	Included	City: KERRVILLE		County: KERR	State: TX Zip: 78029
3575BA60	MICARD PLUS CI	1	Included	Included	Contact: Charvy Tork		Ph #: 830-258-1290	Email: charvy.tork@kerrvilletx.gov
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Mtr Contact:		Ph #:	Email:
					IT Contact: Charvy Tork Ph #: 830-258-1290 Email: charvy.tork@kerrvilletx.gov			
					Billing:			
					Address 2:			
					City:		County:	State: Zip:
					Contact:		Ph #:	Email:
					Elevator: No Loading Dock: No		# of Steps: 0	Hrs of Operation:
					Consumables: Toner Only (excludes clear) Auto-Toner Fulfillment**			
					Meter Method: Remote Reporting Agent Corporate Advantage			
					For CUSA USE ONLY:			
					Config: E   57355400			



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Order Date: 01/10/25 Salesperson: Marcus Christopher Con

Rider A applies (Maintenance for Office Equip/Cut Sheet Production)	Maint Base Charge Section E	Covered Images Included in Maint Base Charge	Excess Per Image Maint Charge(s)
	See Page 1	See Page 1	See Page 1

Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information			
5847C003	IMAGERUNNER ADVANCE DX C259IF LOW VOLUME CONNECTIVITY UP TO 30PPM INSTALL PAK IRA DX C357IF / C257IF MICARD PLUS CI Pre-Installed Supplies Installed in Machine	1	Included	Included	Shipping: 1 Country Club		Delivery Date:	
2368V119		1	Included	Included	Address 2: Golf Maintenance - Main			
3826V922		1	Included	Included	City: KERRVILLE		County: KERR	State: TX Zip: 78029
3575BA60		1	Included	Included	Contact: Charvy Tork		Ph #: 830-258-1290	Email: charvy.tork@kerrvilletx.gov
IntSupplies		1	Included	Included	Mtr Contact:		Ph #:	Email:
					IT Contact: Charvy Tork Ph #: 830-258-1290 Email: charvy.tork@kerrvilletx.gov			
					Billing:			
					Address 2:			
					City:		County:	State: Zip:
					Contact:		Ph #:	Email:
					Elevator: No Loading Dock: No		# of Steps: 0	Hrs of Operation:
					Consumables: Toner Only (excludes clear) Auto-Toner Fulfillment**			
					Meter Method: Remote Reporting Agent Corporate Advantage			
					For CUSA USE ONLY:			
					Config: E   57355400			

Rider A applies (Maintenance for Office Equip/Cut Sheet Production)	Maint Base Charge Section E	Covered Images Included in Maint Base Charge	Excess Per Image Maint Charge(s)
	See Page 1	See Page 1	See Page 1

Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information			
5847C003	IMAGERUNNER ADVANCE DX C259IF	1	Included	Included	Shipping: 425 Water Street		Delivery Date:	
2368V119	LOW VOLUME CONNECTIVITY UP TO 30PPM	1	Included	Included	Address 2: History Center - Main			
3826V922	INSTALL PAK IRA DX C357IF / C257IF	1	Included	Included	City: KERRVILLE		County: KERR	State: TX Zip: 78029
3575BA60	MICARD PLUS CI	1	Included	Included	Contact: Charvy Tork		Ph #: 830-258-1290	Email: charvy.tork@kerrvilletx.gov
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Mtr Contact:		Ph #:	Email:
					IT Contact: Charvy Tork Ph #: 830-258-1290 Email: charvy.tork@kerrvilletx.gov			
					Billing:			
					Address 2:			
					City:		County:	State: Zip:
					Contact:		Ph #:	Email:
					Elevator: No Loading Dock: No		# of Steps: 0	Hrs of Operation:
					Consumables: Toner Only (excludes clear) Auto-Toner Fulfillment**			
					Meter Method: Remote Reporting Agent Corporate Advantage			
					For CUSA USE ONLY:			
					Config: E   57355400			



Customer: CITY OF KERRVILLE TEXAS

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Order Date: 01/10/25 Salesperson: Marcus Christopher Con

Rider A applies (Maintenance for Office Equip/Cut Sheet Production)		Maint Base Charge Section E	Covered Images Included in Maint Base Charge			Excess Per Image Maint Charge(s)			
		See Page 1	See Page 1			See Page 1			
Item Code	Listed Items Description		Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information			
5847C003	IMAGERUNNER ADVANCE DX C259IF		1	Included	Included	Shipping: 301 McFarland			Delivery Date:
2368V119	LOW VOLUME CONNECTIVITY UP TO 30PPM		1	Included	Included	Address 2: Municipal Court - Courtroom			
3826V922	INSTALL PAK IRA DX C357IF / C257IF		1	Included	Included	City: KERRVILLE		County: KERR	State: TX Zip: 78029
3575BA60	MICARD PLUS CI		1	Included	Included	Contact: Charvy Tork		Ph #: 830-258-1290	Email: charvy.tork@kerrvilletx.gov
IntSupplies	Pre-Installed Supplies Installed in Machine		1	Included	Included	Mtr Contact:		Ph #:	Email:
						IT Contact: Charvy Tork Ph #: 830-258-1290 Email: charvy.tork@kerrvilletx.gov			
						Billing:			
						Address 2:			
						City:		County:	State: Zip:
						Contact:		Ph #:	Email:
						Elevator: No Loading Dock: No		# of Steps: 0	Hrs of Operation:
						Consumables: Toner Only (excludes clear)			Auto-Toner Fulfillment**
						Meter Method: Remote Reporting Agent			Corporate Advantage
						For CUSA USE ONLY:			
						Config: E   57355400			

Rider A applies (Maintenance for Office Equip/Cut Sheet Production)		Maint Base Charge Section E	Covered Images Included in Maint Base Charge			Excess Per Image Maint Charge(s)						
		See Page 1	See Page 1			See Page 1						
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information							
5847C003	IMAGERUNNER ADVANCE DX C259IF	1	Included	Included	Shipping: 301 McFarland Delivery Date:							
2368V119	LOW VOLUME CONNECTIVITY UP TO 30PPM	1	Included	Included	Address 2: Municipal Court - Prosecutor Conference Room							
3826V922	INSTALL PAK IRA DX C357IF / C257IF	1	Included	Included	City: KERRVILLE		County: KERR		State: TX Zip: 78029			
3575BA60	MICARD PLUS CI	1	Included	Included	Contact: Charvy Tork		Ph #: 830-258-1290		Email: charvy.tork@kerrvilletx.gov			
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Mtr Contact:		Ph #:		Email:			
					IT Contact: Charvy Tork		Ph #: 830-258-1290		Email: charvy.tork@kerrvilletx.gov			
					Billing:							
					Address 2:							
					City:		County:		State:		Zip:	
					Contact:		Ph #:		Email:			
					Elevator: No		Loading Dock: No		# of Steps: 0		Hrs of Operation:	
					Consumables: Toner Only (excludes clear)					Auto-Toner Fulfillment**		
Meter Method: Remote Reporting Agent					Corporate Advantage							
For CUSA USE ONLY:												
Config: E   57355400												





Customer: CITY OF KERRVILLE TEXAS

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Rider A applies (Maintenance for Office Equip/Cut Sheet Production)		Maint Base Charge Section E	Covered Images Included in Maint Base Charge			Excess Per Image Maint Charge(s)					
		See Page 1	See Page 1			See Page 1					
Item Code	Listed Items Description		Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information					
5847C003	IMAGERUNNER ADVANCE DX C259IF		1	Included	Included	Shipping: 620 Hays Street			Delivery Date:		
2368V119	LOW VOLUME CONNECTIVITY UP TO 30PPM		1	Included	Included	Address 2: Park Maintenance - Main					
3826V922	INSTALL PAK IRA DX C357IF / C257IF		1	Included	Included	City: KERRVILLE		County: KERR		State: TX Zip: 78029	
3575BA60	MICARD PLUS CI		1	Included	Included	Contact: Charvy Tork		Ph #: 830-258-1290		Email: charvy.tork@kerrvilletx.gov	
IntSupplies	Pre-Installed Supplies Installed in Machine		1	Included	Included	Mtr Contact:		Ph #:		Email:	
						IT Contact: Charvy Tork		Ph #: 830-258-1290		Email: charvy.tork@kerrvilletx.gov	
						Billing:					
						Address 2:					
						City:		County:		State: Zip:	
						Contact:		Ph #:		Email:	
						Elevator: No		Loading Dock: No		# of Steps: 0 Hrs of Operation:	
						Consumables: Toner Only (excludes clear)				Auto-Toner Fulfillment**	
						Meter Method: Remote Reporting Agent				Corporate Advantage	
						For CUSA USE ONLY:					
						Config: E   57355400					

Rider A applies (Maintenance for Office Equip/Cut Sheet Production)		Maint Base Charge Section E	Covered Images Included in Maint Base Charge			Excess Per Image Maint Charge(s)			
		See Page 1	See Page 1			See Page 1			
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information				
5847C003	IMAGERUNNER ADVANCE DX C259IF	1	Included	Included	Shipping: 365 Clearwater Paseo			Delivery Date:	
2368V119	LOW VOLUME CONNECTIVITY UP TO 30PPM	1	Included	Included	Address 2: Police - Dispatch 01				
3826V922	INSTALL PAK IRA DX C357IF / C257IF	1	Included	Included	City: KERRVILLE		County: KERR	State: TX	Zip: 78029
3575BA60	MICARD PLUS CI	1	Included	Included	Contact: Charvy Tork		Ph #: 830-258-1290	Email: charvy.tork@kerrvilletx.gov	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Mtr Contact:		Ph #:	Email:	
					IT Contact: Charvy Tork		Ph #: 830-258-1290	Email: charvy.tork@kerrvilletx.gov	
					Billing:				
					Address 2:				
					City:		County:	State:	Zip:
					Contact:		Ph #:	Email:	
					Elevator: No	Loading Dock: No	# of Steps: 0	Hrs of Operation:	
					Consumables: Toner Only (excludes clear)			Auto-Toner Fulfillment**	
Meter Method: Remote Reporting Agent			Corporate Advantage						
For CUSA USE ONLY:									
Config: E   57355400									





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Rider A applies (Maintenance for Office Equip/Cut Sheet Production)	Maint Base Charge Section E	Covered Images Included in Maint Base Charge	Excess Per Image Maint Charge(s)
	See Page 1	See Page 1	See Page 1

Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information			
5847C003	IMAGERUNNER ADVANCE DX C259IF LOW VOLUME CONNECTIVITY UP TO 30PPM INSTALL PAK IRA DX C357IF / C257IF MICARD PLUS CI Pre-Installed Supplies Installed in Machine	1	Included	Included	Shipping: 365 Clearwater Paseo		Delivery Date:	
2368V119		1	Included	Included	Address 2: Police - Dispatch 02			
3826V922		1	Included	Included	City: KERRVILLE		County: KERR	State: TX Zip: 78029
3575BA60		1	Included	Included	Contact: Charvy Tork		Ph #: 830-258-1290	Email: charvy.tork@kerrvilletx.gov
IntSupplies		1	Included	Included	Mtr Contact:		Ph #:	Email:
					IT Contact: Charvy Tork Ph #: 830-258-1290 Email: charvy.tork@kerrvilletx.gov			
					Billing:			
					Address 2:			
					City:		County:	State: Zip:
					Contact:		Ph #:	Email:
					Elevator: No Loading Dock: No		# of Steps: 0	Hrs of Operation:
					Consumables: Toner Only (excludes clear) Auto-Toner Fulfillment**			
					Meter Method: Remote Reporting Agent Corporate Advantage			
					For CUSA USE ONLY:			
					Config: E   57355400			

Rider A applies (Maintenance for Office Equip/Cut Sheet Production)	Maint Base Charge Section E	Covered Images Included in Maint Base Charge	Excess Per Image Maint Charge(s)
	See Page 1	See Page 1	See Page 1

Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information			
5847C003	IMAGERUNNER ADVANCE DX C259IF LOW VOLUME CONNECTIVITY UP TO 30PPM INSTALL PAK IRA DX C357IF / C257IF MICARD PLUS CI Pre-Installed Supplies Installed in Machine	1	Included	Included	Shipping: 365 Clearwater Paseo		Delivery Date:	
2368V119		1	Included	Included	Address 2: Police - Crime Scene Techs			
3826V922		1	Included	Included	City: KERRVILLE		County: KERR	State: TX Zip: 78029
3575BA60		1	Included	Included	Contact: Charvy Tork		Ph #: 830-258-1290	Email: charvy.tork@kerrvilletx.gov
IntSupplies		1	Included	Included	Mtr Contact:		Ph #:	Email:
					IT Contact: Charvy Tork Ph #: 830-258-1290 Email: charvy.tork@kerrvilletx.gov			
					Billing:			
					Address 2:			
					City:		County:	State: Zip:
					Contact:		Ph #:	Email:
					Elevator: No Loading Dock: No		# of Steps: 0	Hrs of Operation:
					Consumables: Toner Only (excludes clear) Auto-Toner Fulfillment**			
					Meter Method: Remote Reporting Agent Corporate Advantage			
					For CUSA USE ONLY:			
					Config: E   57355400			



Customer: CITY OF KERRVILLE TEXAS

Agreement #: MA55930

Order Date: 01/10/25 Salesperson: Marcus Christopher Con

Rider A applies (Maintenance for Office Equip/Cut Sheet Production)	Maint Base Charge Section E	Covered Images Included in Maint Base Charge	Excess Per Image Maint Charge(s)
	See Page 1	See Page 1	See Page 1

Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information			
5847C003	IMAGERUNNER ADVANCE DX C259IF LOW VOLUME CONNECTIVITY UP TO 30PPM INSTALL PAK IRA DX C357IF / C257IF MICARD PLUS CI Pre-Installed Supplies Installed in Machine	1	Included	Included	Shipping: 365 Clearwater Paseo		Delivery Date:	
2368V119		1	Included	Included	Address 2: Police - Support Services			
3826V922		1	Included	Included	City: KERRVILLE		County: KERR	State: TX Zip: 78029
3575BA60		1	Included	Included	Contact: Charvy Tork		Ph #: 830-258-1290	Email: charvy.tork@kerrvilletx.gov
IntSupplies		1	Included	Included	Mtr Contact:		Ph #:	Email:
					IT Contact: Charvy Tork Ph #: 830-258-1290 Email: charvy.tork@kerrvilletx.gov			
					Billing:			
					Address 2:			
					City:		County:	State: Zip:
					Contact:		Ph #:	Email:
					Elevator: No Loading Dock: No		# of Steps: 0	Hrs of Operation:
					Consumables: Toner Only (excludes clear) Auto-Toner Fulfillment**			
					Meter Method: Remote Reporting Agent Corporate Advantage			
					For CUSA USE ONLY:			
					Config: E   57355400			

Rider A applies (Maintenance for Office Equip/Cut Sheet Production)	Maint Base Charge Section E	Covered Images Included in Maint Base Charge	Excess Per Image Maint Charge(s)
	See Page 1	See Page 1	See Page 1

Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information			
5847C003	IMAGERUNNER ADVANCE DX C259IF LOW VOLUME CONNECTIVITY UP TO 30PPM INSTALL PAK IRA DX C357IF / C257IF MICARD PLUS CI Pre-Installed Supplies Installed in Machine	1	Included	Included	Shipping: 117 Sweeper Lane		Delivery Date:	
2368V119		1	Included	Included	Address 2: Sports Complex - Main			
3826V922		1	Included	Included	City: KERRVILLE		County: KERR	State: TX Zip: 78029
3575BA60		1	Included	Included	Contact: Charvy Tork		Ph #: 830-258-1290	Email: charvy.tork@kerrvilletx.gov
IntSupplies		1	Included	Included	Mtr Contact:		Ph #:	Email:
					IT Contact: Charvy Tork Ph #: 830-258-1290 Email: charvy.tork@kerrvilletx.gov			
					Billing:			
					Address 2:			
					City:		County:	State: Zip:
					Contact:		Ph #:	Email:
					Elevator: No Loading Dock: No		# of Steps: 0	Hrs of Operation:
					Consumables: Toner Only (excludes clear) Auto-Toner Fulfillment**			
					Meter Method: Remote Reporting Agent Corporate Advantage			
					For CUSA USE ONLY:			
					Config: E   57355400			



Customer: CITY OF KERRVILLE TEXAS

Agreement #: MA55930

Order Date: 01/10/25 Salesperson: Marcus Christopher Con

Rider A applies (Maintenance for Office Equip/Cut Sheet Production)	Maint Base Charge Section E	Covered Images Included in Maint Base Charge	Excess Per Image Maint Charge(s)
	See Page 1	See Page 1	See Page 1

Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information			
5847C003	IMAGERUNNER ADVANCE DX C259IF LOW VOLUME CONNECTIVITY UP TO 30PPM INSTALL PAK IRA DX C357IF / C257IF MICARD PLUS CI Pre-Installed Supplies Installed in Machine	1	Included	Included	Shipping: 620 Hays Street		Delivery Date:	
2368V119		1	Included	Included	Address 2: Streets - Main			
3826V922		1	Included	Included	City: KERRVILLE		County: KERR	State: TX Zip: 78029
3575BA60		1	Included	Included	Contact: Charvy Tork		Ph #: 830-258-1290	Email: charvy.tork@kerrvilletx.gov
IntSupplies		1	Included	Included	Mtr Contact:		Ph #:	Email:
					IT Contact: Charvy Tork Ph #: 830-258-1290 Email: charvy.tork@kerrvilletx.gov			
					Billing:			
					Address 2:			
					City:		County:	State: Zip:
					Contact:		Ph #:	Email:
					Elevator: No Loading Dock: No		# of Steps: 0	Hrs of Operation:
					Consumables: Toner Only (excludes clear) Auto-Toner Fulfillment**			
					Meter Method: Remote Reporting Agent Corporate Advantage			
					For CUSA USE ONLY:			
					Config: E   57355400			

Rider A applies (Maintenance for Office Equip/Cut Sheet Production)	Maint Base Charge Section E	Covered Images Included in Maint Base Charge	Excess Per Image Maint Charge(s)
	See Page 1	See Page 1	See Page 1

Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information			
5847C003	IMAGERUNNER ADVANCE DX C259IF	1	Included	Included	Shipping: 3650 Loop 534		Delivery Date:	
2368V119	LOW VOLUME CONNECTIVITY UP TO 30PPM	1	Included	Included	Address 2: Wastewater Collections - Main			
3826V922	INSTALL PAK IRA DX C357IF / C257IF	1	Included	Included	City: KERRVILLE		County: KERR	State: TX Zip: 78029
3575BA60	MICARD PLUS CI	1	Included	Included	Contact: Charvy Tork		Ph #: 830-258-1290	Email: charvy.tork@kerrvilletx.gov
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Mtr Contact:		Ph #:	Email:
					IT Contact: Charvy Tork		Ph #: 830-258-1290	Email: charvy.tork@kerrvilletx.gov
					Billing:			
					Address 2:			
					City:		County:	State: Zip:
					Contact:		Ph #:	Email:
					Elevator: No	Loading Dock: No	# of Steps: 0	Hrs of Operation:
					Consumables: Toner Only (excludes clear) Auto-Toner Fulfillment**			
					Meter Method: Remote Reporting Agent Corporate Advantage			
					For CUSA USE ONLY:			
					Config: E   57355400			



Customer: CITY OF KERRVILLE TEXAS

Agreement #: MA55930

Order Date: 01/10/25 Salesperson: Marcus Christopher Con

Rider A applies (Maintenance for Office Equip/Cut Sheet Production)	Maint Base Charge Section E	Covered Images Included in Maint Base Charge	Excess Per Image Maint Charge(s)
	See Page 1	See Page 1	See Page 1

Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information			
5847C003	IMAGERUNNER ADVANCE DX C259IF	1	Included	Included	Shipping: 620 Hays Street		Delivery Date:	
2368V119	LOW VOLUME CONNECTIVITY UP TO 30PPM	1	Included	Included	Address 2: Water Distribution - Main			
3826V922	INSTALL PAK IRA DX C357IF / C257IF	1	Included	Included	City: KERRVILLE		County: KERR	State: TX Zip: 78029
3575BA60	MICARD PLUS CI	1	Included	Included	Contact: Charvy Tork		Ph #: 830-258-1290	Email: charvy.tork@kerrvilletx.gov
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Mtr Contact:		Ph #:	Email:
					IT Contact: Charvy Tork Ph #: 830-258-1290 Email: charvy.tork@kerrvilletx.gov			
					Billing:			
					Address 2:			
					City:		County:	State: Zip:
					Contact:		Ph #:	Email:
					Elevator: No Loading Dock: No		# of Steps: 0	Hrs of Operation:
					Consumables: Toner Only (excludes clear) Auto-Toner Fulfillment**			
					Meter Method: Remote Reporting Agent Corporate Advantage			
					For CUSA USE ONLY:			
					Config: E   57355400			

Rider A applies (Maintenance for Office Equip/Cut Sheet Production)	Maint Base Charge Section E	Covered Images Included in Maint Base Charge	Excess Per Image Maint Charge(s)
	See Page 1	See Page 1	See Page 1

Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information			
5847C003	IMAGERUNNER ADVANCE DX C259IF	1	Included	Included	Shipping: 505 Water Street		Delivery Date:	
2368V119	LOW VOLUME CONNECTIVITY UP TO 30PPM	1	Included	Included	Address 2: Public Library - Reference Staff			
3826V922	INSTALL PAK IRA DX C357IF / C257IF	1	Included	Included	City: Kerrville		County: KERR	State: TX Zip: 78028
3575BA60	MICARD PLUS CI	1	Included	Included	Contact: Charvy Tork		Ph #: 830-258-1290	Email: charvy.tork@kerrvilletx.gov
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Mtr Contact:		Ph #:	Email:
					IT Contact: Charvy Tork Ph #: 830-258-1290 Email: charvy.tork@kerrvilletx.gov			
					Billing:			
					Address 2:			
					City:		County:	State: Zip:
					Contact:		Ph #:	Email:
					Elevator: No Loading Dock: No		# of Steps: 0	Hrs of Operation:
					Consumables: Toner Only (excludes clear) Auto-Toner Fulfillment**			
					Meter Method: Remote Reporting Agent Corporate Advantage			
					For CUSA USE ONLY:			
					Config: E   57355400			



Customer: CITY OF KERRVILLE TEXAS

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Order Date: 01/10/25 Salesperson: Marcus Christopher Con

Rider A applies (Maintenance for Office Equip/Cut Sheet Production)	Maint Base Charge Section I	Covered Images Included in Maint Base Charge	Excess Per Image Maint Charge(s)
	See Page 1	See Page 1	See Page 1

Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information				
5846C003	IMAGERUNNER ADVANCE DX C359IF	1	Included	Included	Shipping: 701 Main Street		Delivery Date:		
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	Included	Included	Address 2: City Hall - Second Floor HR				
3826V922	INSTALL PAK IRA DX C357IF / C257IF	1	Included	Included	City: KERRVILLE		County: KERR	State: TX Zip: 78029	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Contact: Charvy Tork		Ph #: 830-258-1290	Email: charvy.tork@kerrvilletx.gov	
					Mtr Contact:		Ph #:	Email:	
					IT Contact: Charvy Tork		Ph #: 830-258-1290	Email: charvy.tork@kerrvilletx.gov	
					Billing:				
					Address 2:				
					City:		County:	State:	Zip:
					Contact:		Ph #:	Email:	
					Elevator: No	Loading Dock: No	# of Steps: 0	Hrs of Operation:	
					Consumables: Toner Only (excludes clear)				Auto-Toner Fulfillment**
Meter Method: Remote Reporting Agent				Corporate Advantage					
For CUSA USE ONLY:									
Config: I   57355422									

Rider A applies (Maintenance for Office Equip/Cut Sheet Production)	Maint Base Charge Section I	Covered Images Included in Maint Base Charge	Excess Per Image Maint Charge(s)
	See Page 1	See Page 1	See Page 1

Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information				
5846C003	IMAGERUNNER ADVANCE DX C359IF	1	Included	Included	Shipping: 701 Main Street		Delivery Date:		
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	Included	Included	Address 2: City Hall - Finance-UB				
3826V922	INSTALL PAK IRA DX C357IF / C257IF	1	Included	Included	City: KERRVILLE		County: KERR	State: TX Zip: 78029	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Contact: Charvy Tork		Ph #: 830-258-1290	Email: charvy.tork@kerrvilletx.gov	
					Mtr Contact:		Ph #:	Email:	
					IT Contact: Charvy Tork		Ph #: 830-258-1290	Email: charvy.tork@kerrvilletx.gov	
					Billing:				
					Address 2:				
					City:		County:	State:	Zip:
					Contact:		Ph #:	Email:	
					Elevator: No	Loading Dock: No	# of Steps: 0	Hrs of Operation:	
					Consumables: Toner Only (excludes clear)				Auto-Toner Fulfillment**
Meter Method: Remote Reporting Agent				Corporate Advantage					
For CUSA USE ONLY:									
Config: I   57355422									



Customer: CITY OF KERRVILLE TEXAS

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Order Date: 01/10/25 Salesperson: Marcus Christopher Con

Rider A applies (Maintenance for Office Equip/Cut Sheet Production)	Maint Base Charge Section I	Covered Images Included in Maint Base Charge	Excess Per Image Maint Charge(s)
	See Page 1	See Page 1	See Page 1

Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information				
5846C003	IMAGERUNNER ADVANCE DX C359IF	1	Included	Included	Shipping: 701 Main Street		Delivery Date:		
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	Included	Included	Address 2: City Hall - Public Works				
3826V922	INSTALL PAK IRA DX C357IF / C257IF	1	Included	Included	City: KERRVILLE		County: KERR	State: TX Zip: 78029	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	Contact: Charvy Tork		Ph #: 830-258-1290	Email: charvy.tork@kerrvilletx.gov	
					Mtr Contact:		Ph #:	Email:	
					IT Contact: Charvy Tork		Ph #: 830-258-1290	Email: charvy.tork@kerrvilletx.gov	
					Billing:				
					Address 2:				
					City:		County:	State:	Zip:
					Contact:		Ph #:	Email:	
					Elevator: No	Loading Dock: No	# of Steps: 0	Hrs of Operation:	
					Consumables: Toner Only (excludes clear)				Auto-Toner Fulfillment**
Meter Method: Remote Reporting Agent				Corporate Advantage					
For CUSA USE ONLY:									
Config: I   57355422									

Rider A applies (Maintenance for Office Equip/Cut Sheet Production)	Maint Base Charge Section J	Covered Images Included in Maint Base Charge	Excess Per Image Maint Charge(s)
	See Page 1	See Page 1	See Page 1

Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information
3826C002	IMAGERUNNER ADVANCE DX C5850I	1	Included	Included	<b>Shipping:</b> 87 Coronado Dr <b>Delivery Date:</b> <b>Address 2:</b> Fire Administration - Main <b>City:</b> KERRVILLE <b>County:</b> KERR <b>State:</b> TX <b>Zip:</b> 78029 <b>Contact:</b> Charvy Tork <b>Ph #:</b> 830-258-1290 <b>Email:</b> charvy.tork@kerrvilletx.gov <b>Mtr Contact:</b> <b>Ph #:</b> <b>Email:</b> <b>IT Contact:</b> Charvy Tork <b>Ph #:</b> 830-258-1290 <b>Email:</b> charvy.tork@kerrvilletx.gov <b>Billing:</b> <b>Address 2:</b> <b>City:</b> <b>County:</b> <b>State:</b> <b>Zip:</b> <b>Contact:</b> <b>Ph #:</b> <b>Email:</b> <b>Elevator:</b> No <b>Loading Dock:</b> No <b># of Steps:</b> 0 <b>Hrs of Operation:</b> Consumables: Toner Only (excludes clear) Auto-Toner Fulfillment** Meter Method: Remote Reporting Agent Corporate Advantage <b>For CUSA USE ONLY:</b> Config: J   57356685
4031C002	HIGH CAPACITY CASSETTE FEEDING UNIT-C1	1	Included	Included	
6598C002	STAPLE FINISHER-AB3	1	Included	Included	
5546C002	BUFFER PASS UNIT-P2	1	Included	Included	
0126C001	2/3 HOLE PUNCHER UNIT-A1	1	Included	Included	
3998C007	SUPER G3 FAX BOARD AX2	1	Included	Included	
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	Included	Included	
3923V843	INSTALL PAK DX C5870I/C5860I/C5850I/C5840I	1	Included	Included	
3575BA60	MICARD PLUS CI	1	Included	Included	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	



Customer: CITY OF KERRVILLE TEXAS

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Order Date: 01/10/25 Salesperson: Marcus Christopher Con

Rider A applies (Maintenance for Office Equip/Cut Sheet Production)	Maint Base Charge Section J	Covered Images Included in Maint Base Charge			Excess Per Image Maint Charge(s)
	See Page 1	See Page 1			See Page 1
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information
3826C002	IMAGERUNNER ADVANCE DX C5850I	1	Included	Included	<b>Shipping:</b> 301 Mcfarland <b>Delivery Date:</b> <b>Address 2:</b> Municipal Court - Main Area <b>City:</b> KERRVILLE <b>County:</b> KERR <b>State:</b> TX <b>Zip:</b> 78029 <b>Contact:</b> Charvy Tork <b>Ph #:</b> 830-258-1290 <b>Email:</b> charvy.tork@kerrvilletx.gov <b>Mtr Contact:</b> <b>Ph #:</b> <b>Email:</b> <b>IT Contact:</b> Charvy Tork <b>Ph #:</b> 830-258-1290 <b>Email:</b> charvy.tork@kerrvilletx.gov <b>Billing:</b> <b>Address 2:</b> <b>City:</b> <b>County:</b> <b>State:</b> <b>Zip:</b> <b>Contact:</b> <b>Ph #:</b> <b>Email:</b> <b>Elevator:</b> No <b>Loading Dock:</b> No <b># of Steps:</b> 0 <b>Hrs of Operation:</b> Consumables: Toner Only (excludes clear) Auto-Toner Fulfillment** Meter Method: Remote Reporting Agent Corporate Advantage <b>For CUSA USE ONLY:</b> Config: J   57356685
4031C002	HIGH CAPACITY CASSETTE FEEDING UNIT-C1	1	Included	Included	
6598C002	STAPLE FINISHER-AB3	1	Included	Included	
5546C002	BUFFER PASS UNIT-P2	1	Included	Included	
0126C001	2/3 HOLE PUNCHER UNIT-A1	1	Included	Included	
3998C007	SUPER G3 FAX BOARD AX2	1	Included	Included	
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	Included	Included	
3923V843	INSTALL PAK DX C5870I/C5860I/C5850I/C5840I	1	Included	Included	
3575BA60	MICARD PLUS CI	1	Included	Included	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	

Rider A applies (Maintenance for Office Equip/Cut Sheet Production)	Maint Base Charge Section J	Covered Images Included in Maint Base Charge			Excess Per Image Maint Charge(s)
	See Page 1	See Page 1			See Page 1
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information
3826C002	IMAGERUNNER ADVANCE DX C5850I	1	Included	Included	<b>Shipping:</b> 429 Sidney Baker <b>Delivery Date:</b> <b>Address 2:</b> Police - Records <b>City:</b> KERRVILLE <b>County:</b> KERR <b>State:</b> TX <b>Zip:</b> 78029 <b>Contact:</b> Charvy Tork <b>Ph #:</b> 830-258-1290 <b>Email:</b> charvy.tork@kerrvilletx.gov <b>Mtr Contact:</b> <b>Ph #:</b> <b>Email:</b> <b>IT Contact:</b> Charvy Tork <b>Ph #:</b> 830-258-1290 <b>Email:</b> charvy.tork@kerrvilletx.gov <b>Billing:</b> <b>Address 2:</b> <b>City:</b> <b>County:</b> <b>State:</b> <b>Zip:</b> <b>Contact:</b> <b>Ph #:</b> <b>Email:</b> <b>Elevator:</b> No <b>Loading Dock:</b> No <b># of Steps:</b> 0 <b>Hrs of Operation:</b> Consumables: Toner Only (excludes clear) Auto-Toner Fulfillment** Meter Method: Remote Reporting Agent Corporate Advantage <b>For CUSA USE ONLY:</b> Config: J   57356685
4031C002	HIGH CAPACITY CASSETTE FEEDING UNIT-C1	1	Included	Included	
6598C002	STAPLE FINISHER-AB3	1	Included	Included	
5546C002	BUFFER PASS UNIT-P2	1	Included	Included	
0126C001	2/3 HOLE PUNCHER UNIT-A1	1	Included	Included	
3998C007	SUPER G3 FAX BOARD AX2	1	Included	Included	
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	Included	Included	
3923V843	INSTALL PAK DX C5870I/C5860I/C5850I/C5840I	1	Included	Included	
3575BA60	MICARD PLUS CI	1	Included	Included	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	





Customer: CITY OF KERRVILLE TEXAS

Agreement #: MA55930

Order Date: 01/10/25 Salesperson: Marcus Christopher Con

Rider A applies (Maintenance for Office Equip/Cut Sheet Production)	Maint Base Charge Section J	Covered Images Included in Maint Base Charge	Excess Per Image Maint Charge(s)
	See Page 1	See Page 1	See Page 1

Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information
3826C002	IMAGERUNNER ADVANCE DX C5850I	1	Included	Included	<b>Shipping:</b> 429 Sidney Baker <b>Delivery Date:</b> <b>Address 2:</b> Police - Admin <b>City:</b> KERRVILLE <b>County:</b> KERR <b>State:</b> TX <b>Zip:</b> 78029 <b>Contact:</b> Charvy Tork <b>Ph #:</b> 830-258-1290 <b>Email:</b> charvy.tork@kerrvilletx.gov <b>Mtr Contact:</b> <b>Ph #:</b> <b>Email:</b> <b>IT Contact:</b> Charvy Tork <b>Ph #:</b> 830-258-1290 <b>Email:</b> charvy.tork@kerrvilletx.gov <b>Billing:</b> <b>Address 2:</b> <b>City:</b> <b>County:</b> <b>State:</b> <b>Zip:</b> <b>Contact:</b> <b>Ph #:</b> <b>Email:</b> <b>Elevator:</b> No <b>Loading Dock:</b> No <b># of Steps:</b> 0 <b>Hrs of Operation:</b> Consumables: Toner Only (excludes clear) Auto-Toner Fulfillment** Meter Method: Remote Reporting Agent Corporate Advantage <b>For CUSA USE ONLY:</b> Config: J   57356685
4031C002	HIGH CAPACITY CASSETTE FEEDING UNIT-C1	1	Included	Included	
6598C002	STAPLE FINISHER-AB3	1	Included	Included	
5546C002	BUFFER PASS UNIT-P2	1	Included	Included	
0126C001	2/3 HOLE PUNCHER UNIT-A1	1	Included	Included	
3998C007	SUPER G3 FAX BOARD AX2	1	Included	Included	
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	Included	Included	
3923V843	INSTALL PAK DX C5870I/C5860I/C5850I/C5840I	1	Included	Included	
3575BA60	MICARD PLUS CI	1	Included	Included	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	

Rider A applies (Maintenance for Office Equip/Cut Sheet Production)	Maint Base Charge Section K	Covered Images Included in Maint Base Charge	Excess Per Image Maint Charge(s)
	See Page 1	See Page 1	See Page 1

Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information
3825C002	IMAGERUNNER ADVANCE DX C5860I	1	Included	Included	<b>Shipping:</b> 701 Main Street <b>Delivery Date:</b> <b>Address 2:</b> City Hall - City Managers Office <b>City:</b> KERRVILLE <b>County:</b> KERR <b>State:</b> TX <b>Zip:</b> 78029 <b>Contact:</b> Charvy Tork <b>Ph #:</b> 830-258-1290 <b>Email:</b> charvy.tork@kerrvilletx.gov <b>Mtr Contact:</b> <b>Ph #:</b> <b>Email:</b> <b>IT Contact:</b> Charvy Tork <b>Ph #:</b> 830-258-1290 <b>Email:</b> charvy.tork@kerrvilletx.gov <b>Billing:</b> <b>Address 2:</b> <b>City:</b> <b>County:</b> <b>State:</b> <b>Zip:</b> <b>Contact:</b> <b>Ph #:</b> <b>Email:</b> <b>Elevator:</b> No <b>Loading Dock:</b> No <b># of Steps:</b> 0 <b>Hrs of Operation:</b> Consumables: Toner Only (excludes clear) Auto-Toner Fulfillment** Meter Method: Remote Reporting Agent Corporate Advantage <b>For CUSA USE ONLY:</b> Config: K   57356689
4031C002	HIGH CAPACITY CASSETTE FEEDING UNIT-C1	1	Included	Included	
6598C002	STAPLE FINISHER-AB3	1	Included	Included	
5546C002	BUFFER PASS UNIT-P2	1	Included	Included	
0126C001	2/3 HOLE PUNCHER UNIT-A1	1	Included	Included	
3998C007	SUPER G3 FAX BOARD AX2	1	Included	Included	
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	Included	Included	
3923V843	INSTALL PAK DX C5870I/C5860I/C5850I/C5840I	1	Included	Included	
3575BA60	MICARD PLUS CI	1	Included	Included	
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Included	Included	



Customer: CITY OF KERRVILLE TEXAS

Agreement #: MA55930

Order Date: 01/10/25 Salesperson: Marcus Christopher Con

Maintenance Declined for this Equipment Configuration		Maint Base Charge Section	Covered Images Included in Maint Base Charge			Excess Per Image Maint Charge(s)
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information	
3128V681	UNIFLOW ONLINE IMPLEMENTATION SERVICES BY LOCAL SYSTEMS ANALYST	25	Included	Included	<b>Shipping:</b> 2250 MEMORIAL BLVD <b>Address 2:</b> <b>City:</b> KERRVILLE <b>County:</b> KERR <b>State:</b> TX <b>Zip:</b> 78029 <b>Contact:</b> Charvy Tork <b>Ph #:</b> 830-258-1290 <b>Email:</b> charvy.tork@kerrvilletx.gov <b>Mtr Contact:</b> <b>Ph #:</b> <b>Email:</b> <b>IT Contact:</b> Charvy Tork <b>Ph #:</b> 830-258-1290 <b>Email:</b> charvy.tork@kerrvilletx.gov <b>Billing:</b> <b>Address 2:</b> <b>City:</b> <b>County:</b> <b>State:</b> <b>Zip:</b> <b>Contact:</b> <b>Ph #:</b> <b>Email:</b> <b>Elevator:</b> No <b>Loading Dock:</b> No <b># of Steps:</b> 0 <b>Hrs of Operation:</b>  <b>For CUSA USE ONLY:</b> Config: B   57355397	
Maintenance Declined for this Equipment Configuration		Maint Base Charge Section	Covered Images Included in Maint Base Charge			Excess Per Image Maint Charge(s)
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information	
3788V326	UNIFLOW ONLINE PROJECT MANAGEMENT SERVICES BY SHARED OPERATIONS TEAM ADD-ON - 4 HOURS	7	Included	Included	<b>Shipping:</b> 2250 MEMORIAL BLVD <b>Address 2:</b> <b>City:</b> KERRVILLE <b>County:</b> KERR <b>State:</b> TX <b>Zip:</b> 78029 <b>Contact:</b> Charvy Tork <b>Ph #:</b> 830-258-1290 <b>Email:</b> charvy.tork@kerrvilletx.gov <b>Mtr Contact:</b> <b>Ph #:</b> <b>Email:</b> <b>IT Contact:</b> Charvy Tork <b>Ph #:</b> 830-258-1290 <b>Email:</b> charvy.tork@kerrvilletx.gov <b>Billing:</b> <b>Address 2:</b> <b>City:</b> <b>County:</b> <b>State:</b> <b>Zip:</b> <b>Contact:</b> <b>Ph #:</b> <b>Email:</b> <b>Elevator:</b> No <b>Loading Dock:</b> No <b># of Steps:</b> 0 <b>Hrs of Operation:</b>  <b>For CUSA USE ONLY:</b> Config: C   57355398	



Customer: CITY OF KERRVILLE TEXAS

Agreement #: MA55930

Order Date: 01/10/25 Salesperson: Marcus Christopher Con

Maintenance Declined for this Equipment Configuration		Maint Base Charge Section	Covered Images Included in Maint Base Charge			Excess Per Image Maint Charge(s)
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information	
4105V311	DIGITAL TRANSFORMATION ASSESSMENT SERVICES DELIVERED BY SENIOR ASSESSOR (HOURLY RATE)	88	Included	Included	<b>Shipping:</b> 2250 MEMORIAL BLVD <b>Address 2:</b> <b>City:</b> KERRVILLE <b>County:</b> KERR <b>State:</b> TX <b>Zip:</b> 78029 <b>Contact:</b> Charvy Tork <b>Ph #:</b> 830-258-1290 <b>Email:</b> charvy.tork@kerrvilletx.gov <b>Mtr Contact:</b> <b>Ph #:</b> <b>Email:</b> <b>IT Contact:</b> Charvy Tork <b>Ph #:</b> 830-258-1290 <b>Email:</b> charvy.tork@kerrvilletx.gov <b>Billing:</b> <b>Address 2:</b> <b>City:</b> <b>County:</b> <b>State:</b> <b>Zip:</b> <b>Contact:</b> <b>Ph #:</b> <b>Email:</b> <b>Elevator:</b> No <b>Loading Dock:</b> No <b># of Steps:</b> 0 <b>Hrs of Operation:</b> <b>For CUSA USE ONLY:</b> Config: F   57355401	

Maintenance Declined for this Equipment Configuration		Maint Base Charge Section	Covered Images Included in Maint Base Charge			Excess Per Image Maint Charge(s)
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information	
6855C017	44 INCH IMAGEPROGRAF TX-4200 MFP Z36 SCANNER W/ BASKET	1	Included	Included	<b>Shipping:</b> 365 Clearwater Paseo <b>Address 2:</b> EOC - Main Area <b>City:</b> KERRVILLE <b>County:</b> KERR <b>State:</b> TX <b>Zip:</b> 78029 <b>Contact:</b> Charvy Tork <b>Ph #:</b> 830-258-1290 <b>Email:</b> charvy.tork@kerrvilletx.gov <b>Mtr Contact:</b> <b>Ph #:</b> <b>Email:</b> <b>IT Contact:</b> Charvy Tork <b>Ph #:</b> 830-258-1290 <b>Email:</b> charvy.tork@kerrvilletx.gov <b>Billing:</b> <b>Address 2:</b> <b>City:</b> <b>County:</b> <b>State:</b> <b>Zip:</b> <b>Contact:</b> <b>Ph #:</b> <b>Email:</b> <b>Elevator:</b> No <b>Loading Dock:</b> No <b># of Steps:</b> 0 <b>Hrs of Operation:</b> <b>For CUSA USE ONLY:</b> Config: G   57355402	
1156C002	MAINTENANCE CARTRIDGE MC-30	1	Included	Included		
2455C003	MULTIFUNCTION ROLL UNIT RU-42	1	Included	Included		
3537V027	CSA IMAGEPROGRAF 44" MFP INSTALL PAK (FOR WTS SERVICE TERRITORIES ONLY)	1	Included	Included		



Customer: CITY OF KERRVILLE TEXAS

Agreement #: MA55930

Order Date: 01/10/25 Salesperson: Marcus Christopher Con

Maintenance Declined for this Equipment Configuration		Maint Base Charge Section	Covered Images Included in Maint Base Charge			Excess Per Image Maint Charge(s)
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information	
3385V835	JAMEX 9557B NETWORK ENABLED MULTI-COPY BILL & COIN TOWER - 401088	1	Included	Included	Shipping: 505 Water Street	
3746V539	JAMEX MOBILE PAY NETPAD - INITIAL MERCHANT SETUP FREEDOMPAY - 202772	1	Included	Included	Address 2: Public Library	
4099V493	MONTHLY PROCESSING ADDITIONAL FREEDOMPAY, 300 TRANSACTIONS/TERMINAL/MONTH - 202837	60	Included	Included	City: Kerrville County: KERR State: TX Zip: 78028	
4244V453	JAMEX MP3000 FOR 9500 SERIES VEND SYSTEMS - 302415	1	Included	Included	Contact: Charvy Tork Ph #: 830-258-1290 Email: charvy.tork@kerrvilletx.gov	
					Mtr Contact: Ph #: Email:	
					IT Contact: Charvy Tork Ph #: 830-258-1290 Email: charvy.tork@kerrvilletx.gov	
					Billing:	
					Address 2:	
					City: County: State: Zip:	
					Contact: Ph #: Email:	
					Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation:	
					For CUSA USE ONLY:	
					Config: H   57355403 SN of device to add accessory to:	

		Maint Base Charge Section	Covered Images Included in Maint Base Charge			Excess Per Image Maint Charge(s)
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information	
					Shipping: Delivery Date:	
					Address 2:	
					City: County: State: Zip:	
					Contact: Ph #: Email:	
					Mtr Contact: Ph #: Email:	
					IT Contact: Ph #: Email:	
					Billing:	
					Address 2:	
					City: County: State: Zip:	
					Contact: Ph #: Email:	
					Elevator: Loading Dock: # of Steps: Hrs of Operation:	
					For CUSA USE ONLY:	



Canon U.S.A, Inc. ("CUSA")  
One Canon Park, Melville, NY 11747  
(800)-613-2228

Software and Cloud Subscriptions Order Schedule ("Schedule") (SLS-915)  
Order Schedule, Rider C of Agreement

Page 1 of 1

**Customer:** CITY OF KERRVILLE TEXAS  
**Agreement #:** MA55930

**Transaction #:** S21146391

**Salesperson:** Marcus Christopher Connolly  
**Order Date:** 1/10/2025

Billing Information	Customer Account:	Payment Terms
<b>Company:</b> CITY OF KERRVILLE TEXAS <b>DBA:</b> <b>Address:</b> 701 MAIN STREET <b>Address 2:</b> <b>City:</b> KERRVILLE <b>County:</b> KERR <b>State:</b> TX <b>Zip:</b> 78029 <b>Primary Contact:</b> Charvy Tork <b>Tech Contact:</b> Charvy Tork <b>Contact Phone:</b> 830-258-1290 <b>Tech Phone:</b> 830-258-1290 <b>Contact Email:</b> charvy.tork@kerrvilletx.gov <b>Tech Email:</b> charvy.tork@kerrvilletx.gov		Charges Invoiced by CUSA Invoice Monthly (Net 30)
		Subscription Details
		New Subscription  Term: 60 Months  Auto Renewal

Software and Software Subscription Licensing and Support (Subject to Rider C of the Agreement)

Item Code	Subscription Name	Qty	Price Per Qty	Periodic Payment	# of Covered Units	Units
3575B807	UNIFLOW ONE PRINT & SCAN-TYPE 1 - 1 DEVICE/1 MONTH (25-49)	43	\$13.33	\$573.19	43	DEVICE/Month

OC: UNIVERSITY OF CALIFORNIA PURCHASING AGREEMENT #2020002755	<b>Software Subscription Subtotal</b>	\$34,391.40
	<b>Sales tax</b>	TBD at invoicing
	<b>Software Subscription Total</b>	\$34,391.40
	<b>Total Periodic Payment</b>	\$573.19

THIS ORDER SCHEDULE IS ENTERED INTO PURSUANT TO, AND INCORPORATES ALL OF THE TERMS OF, THE MASTER SALES AND SERVICES AGREEMENT REFERENCED AS THE AGREEMENT # ABOVE AND THE APPLICABLE RIDER(S) ("AGREEMENT"). BY YOUR SIGNATURE BELOW, YOU AGREE TO TERMS AS SPECIFIED ABOVE, SUBJECT TO THE TERMS AND CONDITIONS OF THE AGREEMENT. CUSTOMER REPRESENTS THAT EXECUTION OF THIS SCHEDULE HAS BEEN DULY AUTHORIZED. YOU REPRESENT THAT YOU ARE AUTHORIZED TO EXECUTE THIS SCHEDULE ON CUSTOMER'S BEHALF. STANDARD TERMS AND CONDITIONS INCORPORATED HEREIN ARE AVAILABLE AT [MK1.USA.CANON.COM/CUSTOMERDOCUMENTS](http://MK1.USA.CANON.COM/CUSTOMERDOCUMENTS), AND SHALL APPLY TO THE EXTENT NOT MODIFIED BY THE AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER SCHEDULE.

Customer's Authorized Signature ☒

Printed Name: ☒

Title: ☒

Date: ☒

This MASTER SALES AND SERVICES AGREEMENT, INCLUDING THE CUSTOMER INFORMATION FACE PAGE, THESE GENERAL TERMS, AND ANY APPLICABLE RIDER(S), SCHEDULES AND ADDENDA (AS DEFINED BELOW) (collectively the "Agreement") is entered into by and between Canon U.S.A., Inc. ("CUSA", "we", "our") and its customer, as named on the Customer Information Face Page ("you" or "Customer"), and You represent and warrant that the name is correct and, in any event, that the entity receiving the Listed Items shall be jointly and severally obligated with you as a customer hereunder for such Listed Items. "Party" shall mean you or CUSA, and "Parties" shall mean you and CUSA. **All notices to CUSA shall be sent as set forth in Section 18. For purposes of clarity, a Rider shall only apply to a given transaction when referenced on a Schedule.**

## GENERAL TERMS

### 1. PURCHASE OR LEASE OF LISTED ITEMS.

1.1 You and CUSA agree that you will purchase or lease, as applicable pursuant to the terms and conditions of this Agreement, the equipment ("Equipment"); Equipment maintenance including supplies under a supply inclusive maintenance plan ("Maintenance") (Rider A); application software licenses ("Software") (Rider C), which excludes software that is stored on a unit of Equipment in order to make it run properly and licensed as part of the Equipment ("Firmware") (Rider A); Software subscriptions ("Software Subscriptions"), Software installation services ("Software Installation Services"), and Software support contracts ("Software Support Contracts") (all in Rider C), subscription support services ("Subscription Support Services") (Rider D), managed print services ("MPS") (Rider E), Large Format Equipment (Rider F); Home Office Print-as-a-Service ("Home Office") (Rider H), and/or other products and services incorporated by a schedule or addendum accepted by CUSA (all collectively, the "Listed Items"), each as described in any rider hereto ("Rider") or any Order Schedule, Return Schedule, MPS Schedule, Lease Schedule or other schedule or order document accepted by CUSA (each a "Schedule"). Each Schedule referring to this Agreement will constitute a separate agreement for the acquisition of the Listed Items described therein and shall incorporate the terms of this Agreement. "NOLI" for purposes of Rider F shall mean non-CUSA Listed Items, which may include hardware, software (and specifically third party software), equipment, supplies, service, warranty, network equipment and other items not listed in CUSA's price list and as designated on the Master Sales and Services Agreement. NOLI products are provided as a convenience to Customers and are not eligible for any warranty or maintenance under this Agreement and accordingly Customer waives any claim it might have against CUSA for any loss, damages or expenses caused by NOLI products. "Products" shall mean Equipment, Software and Software Subscriptions, and any other products incorporated into this Agreement by a Schedule or addendum accepted by CUSA ("Addendum" or "Addenda"). "Services" shall mean Maintenance, Software Installation Services, Subscription Support Services, MPS, Home Office, and any other services incorporated into this Agreement by a Schedule or Addendum.

1.2 "Lease" shall mean the document pursuant to which you lease Listed Items from a "Leasing Company", which shall solely govern as to matters contained therein, and unless otherwise set forth on the Customer Information Face Page or any Addendum, the Leasing Company is Canon Financial Services, Inc. ("CFS") and the Lease is set forth as Rider G. CUSA shall sell the Listed Items subject to the Lease to the Leasing Company. For purposes of clarity, the Leasing Company's obligations are only as set forth in the Lease or Rider G, as applicable). CUSA shall remain liable for the performance under each Lease Schedule of all maintenance, service, and warranty obligations described in this Agreement.

1.3 To the extent the terms of any Rider conflict with these General Terms, the terms of the Rider shall control. Unless specifically or otherwise defined in a Rider or Schedule, the terms shall have the



meaning defined in these General Terms. THE PARTIES MAY AMEND THE TERMS OF THIS AGREEMENT BY USE OF A MUTUALLY AGREEABLE ADDENDUM, EXECUTED BY YOU AND AN AUTHORIZED REPRESENTATIVE OF CUSA, WHICH MAY ONLY BE CHANGED BY THE PARTIES IN WRITING.

2. **TERM.** The initial term during which Services shall be provided, and for the lease of Products, unless earlier terminated as provided in these General Terms or the applicable Rider, is as set forth on the applicable Schedule. That initial term shall be subject to renewal as provided in the applicable Rider.

3. **DELIVERY/INSTALLATION OF EQUIPMENT.** Unless otherwise set forth in a Schedule, delivery and installation of Equipment is at no additional charge, so long as no special rigging is required (in which event CUSA's rates therefor will apply). For purposes of this Agreement, "special rigging" shall include, but not be limited to, the use of cranes, forklifts, or other mechanical devices; and/or the engagement of additional personnel beyond those ordinarily required for CUSA to deliver Equipment via delivery van and maneuver unimpeded into and through the loading dock, hallways, and, if necessary, stairs and/or elements of Customer's facility manually through the use of a hand truck or dolly. Installation of Equipment shall be deemed complete when ready for commercial operation per the manufacturer's published specifications. Risk of loss shall pass to Customer upon delivery to Customer's location. Notwithstanding the foregoing or anything in the Agreement or any Rider to the contrary, if Equipment is designed to be self-installed, the Order Schedule will indicate that delivery will be made via drop shipment, and such Order shall not include installation.

4. **PAYMENT TERMS, CHARGES AND CREDIT CARDS.**

4.1 The total price specified in any Schedule for the Listed Items, including taxes and delivery/installation charges (if any), is due and payable within 30 days of the invoice date unless otherwise stated on the invoice. You expressly acknowledge your obligation to pay CUSA's invoices for Listed Items. Should you request a third party act as your agent for receiving or paying invoices or any other purpose, CUSA may approve such request in its sole discretion, and CUSA's approval is conditioned on: (i) your payment of an administrative charge (including reimbursement of any costs or charges CUSA incurs associated therewith), which shall be considered charges under this Agreement; (ii) no modifications (other than addresses) to the terms and conditions of this Agreement; and (iii) you remain liable for all of your obligations under this Agreement. CUSA may charge, and you agree to pay, a surcharge to cover increases in transportation costs. CUSA reserves the right to adjust pricing (i) in the event Listed Items are not delivered to you within thirty (30) days of an executed Schedule to reflect corresponding increases in the manufacturer's suggested retail price ("MSRP"); or (ii) due to any mistake in pricing or configuration for any of the Listed Items discovered prior to shipment. In the event of such price adjustments, CUSA shall notify you of the mistake in pricing or configuration, or the increase in MSRP, and such notification will constitute the non-acceptance of the applicable Schedule by CUSA with respect to such Listed Items without liability. Additionally, should the model or model number of the Listed Item change prior to shipment, provided any such change does not affect the price, nor materially reduce the functionality of the Listed Item, you agree that CUSA may update the Order to reflect such change and to accept the Listed Item as modified. Should Maintenance or Software support not be purchased at the time of the initial delivery of the Product, or should it terminate or be suspended, additional fees to inspect the Product or otherwise to start or reinstate the Maintenance or Software support shall apply. Applicable taxes shall be added to the charges. Without limiting any of CUSA's rights and remedies under applicable law, if payments are late, CUSA may charge you and you agree to pay a late charge equal to the higher of five percent (5%) of the amount due or \$10.00 as reasonable collection fees, not to exceed the maximum amount permitted by law, and you shall pay the actual and reasonable costs and expenses of collection incurred by CUSA, including the maximum attorney's fees permitted by law. CUSA does not provide refunds or credits for any partial terms, except as expressly stated in the Rider or applicable Schedule.

4.2 To purchase Listed Items, you will need to provide certain information, including payment and shipping details. Should you pay by credit card, the billing name and address must match your Schedule or your Listed Items may be delayed or cancelled. When you place an order for your Listed Items, we may pre-authorize your credit or debit card in the amount of your order, which may have an effect on your available balance or credit line. We may cancel or place holds on your order or any Listed Item included therein, if we suspect the order may be fraudulent. All billing and registration information you provide must be accurate, complete and correct. By confirming your purchase on the Schedule, you agree to accept and pay for all charges incurred via the applicable payment method for Listed Items that you purchased at the price(s) in effect at that time, including any applicable taxes. Receiving an order acknowledgement (either by mail or via email) does not guarantee acceptance of an order for the Listed Items, or that the price or availability of a Listed Item has been confirmed.

- 5. CREDIT.** CUSA reserves the right to withhold shipment of the Listed Items until you (or the Leasing Company, if applicable) make full payment of the total price specified in all Schedules accepted by CUSA, or to revoke any credit extended to you because of your failure to pay any amounts when due pursuant to such Schedules or the applicable CFS Lease, or for any other reason affecting your creditworthiness.

- 6. LIMITED WARRANTIES AND DISCLAIMER.** Canon brand Equipment (except for varioPRINT models and Equipment with printing speeds of 110 pages per minute or greater) is provided with an end user limited warranty from either the manufacturer or developer. CUSA is authorized to provide warranty service pursuant to the limited warranties. Warranties, if any, for other Products and Services are provided according to their terms by the manufacturer or developer at <https://mk1.usa.canon.com/SMA-EULA> or as may also be provided in the applicable Rider or Schedule. The use of Software is at all times subject to and governed by the applicable end user license agreement. In addition to the aforesaid manufacturer or developer warranties, CUSA warrants (the "CUSA Warranty") that on completion of installation of Canon brand Equipment, it will be (1) in material conformance with the manufacturer's published specifications, (2) qualified for CUSA's standard maintenance services and (3) free from material defects in workmanship and materials. All parts replaced under a warranty shall become the property of CUSA or Canon. The CUSA Warranty set forth herein does not apply to used or refurbished Equipment and is conditioned upon Customer giving prompt written notice to CUSA of any discovered defects within twenty (20) days of installation ("CUSA Warranty Period"). CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THE FOREGOING CUSA WARRANTY SHALL BE TO REJECT THE EQUIPMENT AND CANCEL THE AFFECTED EQUIPMENT SCHEDULE DURING THE CUSA WARRANTY PERIOD. IN NO EVENT SHALL A BREACH OF ANY WARRANTY GIVE RISE TO A CLAIM FOR DAMAGES AGAINST CUSA. THE WARRANTIES CONTAINED OR REFERENCED IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE USE OR PERFORMANCE OF THE LISTED ITEMS, AND ALL SUCH OTHER WARRANTIES, INCLUDING ANY RELATING TO THE USE OR PERFORMANCE OF THE LISTED ITEMS OR ANY METER READ COLLECTION METHOD PROVIDED BY CUSA, ARE HEREBY EXPRESSLY DISCLAIMED. YOU EXPRESSLY ACKNOWLEDGE THAT THE FURNISHING OF MAINTENANCE OR SERVICES UNDER THIS AGREEMENT DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE LISTED ITEMS.

**7. LIMITATION OF LIABILITY.**

7.1 CUSA SHALL NOT BE LIABLE (i) FOR BODILY INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE EXCEPT TO THE EXTENT CAUSED BY CUSA'S NEGLIGENCE OR WILLFUL MISCONDUCT, OR (ii) FOR LOSS OF REVENUE OR PROFIT, LOSS OR CORRUPTION OF DATA, OR SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

7.2 EXCEPT AS TO CLAIMS FOR BODILY INJURY (INCLUDING DEATH) OR TANGIBLE PROPERTY DAMAGE TO THE EXTENT CAUSED BY CUSA'S NEGLIGENCE OR WILLFUL MISCONDUCT, CUSA'S LIABILITY ON ANY CLAIM (INCLUDING ANY AND ALL RELATED CLAIMS) FOR DAMAGES SHALL NOT EXCEED IN THE AGGREGATE ALL AMOUNTS PAYABLE BY CUSTOMER FOR THE LISTED ITEMS GIVING RISE TO SUCH DAMAGES (INCLUDING, FOR THIS PURPOSE, APPLICABLE LEASE PAYMENTS) FOR THE SIX (6) MONTHS PRECEDING THE DATE ON WHICH SUCH CLAIM(S) IS MADE. SHOULD CUSTOMER HAVE PREPAID ANY AMOUNT FOR SUCH LISTED ITEMS, FOR PURPOSES OF DETERMINING THE AMOUNT DEEMED PAYABLE FOR SUCH SIX (6) MONTH PERIOD TO CALCULATE SUCH CAP ON CUSA'S LIABILITY, PREPAID AMOUNTS SHALL BE (i) AS TO SERVICES, PRO-RATED OVER THE PERIOD COVERED BY SUCH PREPAYMENT, OR (ii) AS TO EQUIPMENT OR SOFTWARE, AMORTIZED ON A STRAIGHT-LINE BASIS OVER A FIVE-YEAR PERIOD.

7.3 THE LIMITATIONS AND EXCLUSIONS OF LIABILITY ARISING OUT OF THIS AGREEMENT (I) SHALL APPLY TO ANY AND ALL CLAIMS ARISING OUT OF THIS AGREEMENT OR THE PERFORMANCE OR NON-PERFORMANCE OF ANY SERVICES OR THE USE OF OR INABILITY TO USE ANY LISTED ITEMS, REGARDLESS OF THE LEGAL THEORY ON WHICH A CLAIM MAY BE BASED AND EVEN IF CUSA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, BUT (II) SHALL NOT APPLY TO THE EXTENT SUCH LIABILITY MAY NOT BE LIMITED OR EXCLUDED PURSUANT TO APPLICABLE LAW.

8. **DATA.** You acknowledge that the hard drive(s) on the Equipment, may retain images, content or other data that you may store for purposes of normal operation of the Equipment ("HD Data"). You acknowledge that CUSA is not storing HD Data on your behalf and that exposure or access to the HD Data by CUSA, if any, is purely incidental to the services performed by CUSA. You are solely responsible for the HD Data. The Equipment contains various security features that you can utilize. Upon your request, CUSA will work with you to provide information regarding your options and offer services to assist you. Such services may result in additional charges. The terms of this Section shall solely govern as to HD Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between you and CUSA that could be construed to apply to HD Data.
9. **SECURITY.** As security for the payment of all amounts due for the acquisition of the Listed Items, you hereby grant to CUSA a security interest in the Listed Items. To the extent permitted by applicable law, you hereby authorize CUSA to file with the appropriate governmental authorities any and all financing statements necessary to evidence or perfect CUSA's security interest in the Listed Items.
10. **WARRANTY OF BUSINESS PURPOSE.** You represent and warrant that the Listed Items will not be used for personal, family or household purposes.
11. **CUSTOMER DEFAULT.** You shall be in default of this Agreement if you fail to perform any of your obligations under this Agreement, any Rider or Schedule (including making prompt payments of amounts not subject to a good faith dispute) or the CFS Lease. CUSA may suspend providing Listed Items under this Agreement in whole or in part until any delinquent payment is received by CUSA (or CFS as applicable), and You agree that any such suspension shall not in and of itself be deemed a termination of this Agreement. If an overdue payment under this Agreement or any Rider or Schedule is disputed in good faith within thirty (30) days after its due date, you shall pay all undisputed amounts and promptly make a good faith effort to resolve such dispute with CUSA. In the event of your default, CUSA may, without limiting its other rights and remedies available under applicable law and this

Agreement, require you to pay all charges then due but unpaid, including any applicable late charges and liquidated damages.

- 12. CHOICE OF LAW AND FORUM.** THIS AGREEMENT AND ALL CLAIMS, DISPUTES AND CAUSES OF ACTION RELATING THERETO, WHETHER SOUNDING IN CONTRACT, TORT OR STATUTE, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. YOU CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE COUNTY OF NEW YORK UPON SERVICE OF PROCESS MADE IN ACCORDANCE WITH THE APPLICABLE STATUTES AND RULES OF THE STATE OF NEW YORK OR THE UNITED STATES. ANY AND ALL SUITS YOU COMMENCE AGAINST CUSA, WHETHER OR NOT ARISING UNDER THIS AGREEMENT, SHALL BE BROUGHT ONLY IN THE STATE OR FEDERAL COURTS LOCATED WITHIN THE COUNTY OF NEW YORK. YOU HEREBY WAIVE OBJECTIONS AS TO VENUE AND CONVENIENCE OF FORUM.
- 13. LIMITATION OF ACTIONS, CLASS WAIVER AND JURY TRIAL WAIVER.** ANY SUIT, OTHER THAN ONE SEEKING PAYMENT OF AMOUNTS DUE HEREUNDER, SHALL BE COMMENCED, IF AT ALL, WITHIN ONE (1) YEAR OF THE DATE THAT THE CLAIM ACCRUES. CUSTOMER AGREES THAT ANY CLAIM IT ASSERTS AGAINST CUSA OR ITS AFFILIATES SHALL BE ASSERTED ON AN INDIVIDUAL BASIS ONLY. CUSTOMER IRREVOCABLY WAIVES ANY RIGHT TO ASSERT ANY CLAIM AGAINST CUSA AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OR GROUP. THE PARTIES IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUIT BETWEEN THEM UNLESS CUSTOMER RESIDES IN A STATE IN WHICH A WAIVER OF A RIGHT TO A JURY TRIAL IS UNENFORCEABLE AS A MATTER OF THAT STATE'S PUBLIC POLICY.
- 14. ENTIRE AGREEMENT; MASTER AGREEMENT OVERRIDING CONTRACT TERMS AND VOUCHERS.** This Agreement, together with all Riders, Schedules, and Addenda now and hereafter entered into and any related CUSA credit application, constitute the entire agreement between the Parties with respect to the furnishing of the Listed Items and the performance of the Services, superseding all previous proposals and agreements, oral or written; and any default by Customer under any part of this Agreement shall constitute a default of the entire Agreement. If the Customer Information Face Page references a master agreement (which may be a separate master agreement entered into between Customer, or an affiliate of Customer, and CUSA), or if a Schedule references an overriding contract (an "OC" meaning a group purchasing or cooperative or governmental agreement under which Customer is an eligible participant) or a master agreement between you (or one of your affiliates) and CUSA, then the terms of such OC or master agreement shall apply to the extent applicable to the transactions contemplated by this Agreement, and the terms of this Agreement shall apply only to the extent not inconsistent with the terms of such OC or master agreement. Notwithstanding any other provision in this Agreement to the contrary, if the Listed Item you are purchasing is designated as a "Voucher" on your Order Schedule, the following terms shall govern: You have been referred to an independent third party (the "Provider") by CUSA for certain products and services (collectively "Provider Services"). CUSA is authorized and compensated to refer prospective customers to the Provider. Provider Services are not eligible for any warranty or maintenance under this Agreement. You acknowledge and agree that: (i) The Provider will provide the Provider Services to you pursuant to an agreement(s) between you and the Provider ("Provider Agreement"); (ii) CUSA shall have no obligation or liability for the Provider Services or under the Provider Agreement; (iii) You shall look solely to the Provider as to any claim or cause of action arising from the Provider Agreement or the Provider Services; (iv) you waive your rights to bring any such claim or cause of action against CUSA; (v) the Voucher is non-refundable; and (vi) should you desire to enter into a Lease for the Voucher from Canon Financial Services, Inc. ("CFS") the terms of Rider G between you and CFS shall solely govern as to the matters contained therein.

**15. CUSA DEFAULT.** Customer may terminate its use of Products or Services in the event that CUSA materially fails to perform its obligations under this Agreement, provided that any such termination shall only apply to the Products or Services subject to the default, and shall only be effective upon not less than thirty (30) days' prior written notice from Customer to CUSA specifying the default, and provided that CUSA has not materially cured such default or provided Customer reasonable assurance that such default shall be materially cured, prior to the effective date of termination. For the avoidance of doubt, no such termination shall affect Customer's obligations with respect to the Lease.

**16. REPRESENTATIONS AND MODIFICATION OF TERMS.**

16.1 NO REPRESENTATION OR STATEMENT NOT CONTAINED IN THE DOCUMENTS POSTED ON CUSA'S CUSTOMER PORTAL ([HTTPS://MK1.USA.CANON.COM/CUSTOMERDOCUMENTS](https://mk1.usa.canon.com/customerdocuments)) AS OF THE DATE OF A SCHEDULE SHALL BE BINDING UPON CUSA AS A WARRANTY OR OTHERWISE, NOR SHALL THIS AGREEMENT BE MODIFIED OR AMENDED, EXCEPT BY AN ADDENDUM SIGNED BY YOU AND AN AUTHORIZED REPRESENTATIVE OF CUSA.

16.2 NOTWITHSTANDING THE FOREGOING, CUSA MAY, FROM TIME TO TIME, AMEND OR MAKE MODIFICATIONS TO THE TERMS OF THIS AGREEMENT: (A) THAT ARE NOT MATERIAL IN THAT THEY DO NOT INCREASE YOUR OBLIGATIONS OR LIABILITY UNDER THIS AGREEMENT, NOR DECREASE CUSA'S OBLIGATIONS OR LIABILITIES, WITHOUT NOTICE TO YOU AND WHICH SHALL BE DEEMED ACCEPTED BY YOU; OR (B) THAT ARE MATERIAL IN WHICH CASE CUSA SHALL PROVIDE WRITTEN NOTIFICATION OF THE MODIFICATIONS TO YOU AT YOUR EMAIL ADDRESS LISTED ON THE CUSTOMER INFORMATION FACE PAGE (OR AS YOU SUBSEQUENTLY MODIFY IN WRITING), WHICH SHALL BE DEEMED ACCEPTED BY YOU EFFECTIVE THIRTY (30) DAYS AFTER NOTIFICATION (OR SUCH LATER DATE SPECIFIED IN THE NOTIFICATION) (THE "CHANGE DATE"), UNLESS YOU, WITHIN SUCH THIRTY (30) DAY PERIOD, PROVIDE WRITTEN NOTICE THAT YOU OBJECT TO SUCH MODIFICATIONS AND DESCRIBING YOUR OBJECTIONS, IN WHOLE OR IN PART, IN WHICH CASE THE PARTIES SHALL NEGOTIATE ANY SUCH MODIFICATIONS IN GOOD FAITH. THE MODIFIED PROVISIONS SHALL ONLY APPLY TO SCHEDULES ISSUED AFTER THE CHANGE DATE AND SHALL NOT AFFECT ANY ADDENDA SIGNED BY THE PARTIES, WHICH SHALL CONTROL.

**17. MISCELLANEOUS.** This Agreement shall be binding on you upon our receipt of your signature on the Customer Information Face Page and, as to each Schedule, on the date we receive your signature thereon. Each Schedule shall be binding on CUSA upon delivery of the Listed Item or commencement of performance by CUSA under such Schedule. Title to or licensing of (as applicable) any Listed Items shall pass or be granted to you or the Leasing Company only upon full required payment to CUSA therefor. All provisions of this Agreement which by their nature can be construed to survive the expiration or termination of the Agreement shall so survive. You acknowledge that neither CUSA nor any of its agents or representatives has made any promise, representation, or warranty as to the Listed Items, or anything affecting or relating to this Agreement, except as specifically set forth in this Agreement, and you acknowledge that you have not executed or authorized the execution of this Agreement in reliance upon any such promise, representation, or warranty. You expressly disclaim having relied upon any representation or statement concerning the capability, condition, operation, performance or specifications of the Listed Items, except to the extent set forth in this Agreement. No Lease between you and the Leasing Company with respect to any Listed Items shall be binding on CUSA in any respect or affect your rights or CUSA's obligations hereunder. You agree to dispose of all opened consumables and supplies in accordance with applicable law and regulations, and product handling instructions. CUSA is and shall at all times be an independent contractor and shall not be deemed your employee or agent. Nothing in this Agreement shall be deemed to create a partnership or joint venture between the Parties. ANY PURCHASE ORDER UTILIZED BY YOU (WHETHER OR NOT REQUIRED) SHALL BE FOR YOUR ADMINISTRATIVE CONVENIENCE ONLY, AND ANY TERMS THEREIN WHICH CONFLICT WITH,

VARY FROM, OR SUPPLEMENT THE PROVISIONS OF THIS AGREEMENT SHALL BE DEEMED NULL AND VOID. If a court finds any provision of this Agreement (or part thereof) to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. A failure of either Party to exercise any right provided for herein shall not be deemed a waiver of any right under this Agreement. This Agreement shall not be assignable by you without CUSA's prior written consent, and any attempted assignment without such consent shall be void; except that you may assign to your Leasing Company your right to acquire the Listed Items and your warranty rights with respect thereto, but your other rights hereunder are not assignable to the Leasing Company and such assignment shall not relieve you of any of your obligations hereunder (including your obligation to pay for Listed Items). You agree that CUSA may accept an electronic image of this Agreement as an original, and that digital and/or electronic copies of your signature will be treated as an original for all purposes.

- 18. NOTICES.** YOU ACKNOWLEDGE THAT CUSA SHALL SEND NOTICES BY REGULAR MAIL TO THE PHYSICAL ADDRESS, AND/OR BY EMAIL TO THE EMAIL ADDRESS ON THE CUSTOMER INFORMATION FACE PAGE. TO BE EFFECTIVE, ALL NOTICES TO CUSA CONCERNING CANCELLATION, BREACH, DEFAULT, ASSIGNMENT, INDEMNITY, NON-RENEWAL, CHANGE OF YOUR ADDRESS OR EMAIL ADDRESS FOR NOTICES, OR ANY OTHER DEMAND OR CLAIM AGAINST CUSA MUST BE IN WRITING DETAILING ALL SUCH ISSUES, AND SENT TO CUSA VIA COURIER OR CERTIFIED MAIL, TO: 300 COMMERCE SQUARE BLVD., BURLINGTON, NEW JERSEY 08016 ATTN: CUSTOMER SERVICE, OR SENT BY EMAIL TO CUSTOMERSERVICE@CUSA.CANON.COM; WITH A COPY OF ANY NOTICE OF DEFAULT, BREACH, REQUEST FOR INDEMNITY, OR ANY OTHER DEMAND OR CLAIM AGAINST CUSA, SENT TO CUSA VIA COURIER OR CERTIFIED MAIL, TO SENIOR VICE PRESIDENT, LEGAL, CANON U.S.A., INC., ONE CANON PARK, MELVILLE, NEW YORK, 11747, OR SENT BY EMAIL TO LEGAL@CUSA.CANON.COM.
- 19. PRIVACY.** The CUSA Privacy Statement describes the information we collect from you, either online through this website or any of the products, services, solutions, software, websites, subsites, interactive features, forms, mobile and social media pages offered, owned, or operated by CUSA, or your interaction with CUSA agents, contractors or employees or subsites, whether accessed online via computer, tablet, mobile device or any other technology or device now known or hereafter developed, or offline, and how that information will be used. The CUSA Privacy Statement is provided at the link at the bottom of the Customer Contracting Portal, <https://mk1.usa.canon.com/customerdocuments>; and shall govern as to the matters contained therein unless specifically modified by this Agreement.
- 20. FORCE MAJEURE.** Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic (including the COVID-19 pandemic), quarantine, civil commotion, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, or a generalized lack of availability of Products and Services or parts and supplies therefore, raw materials or energy. For the avoidance of doubt, Force Majeure shall not limit your obligation to make payment(s) for delivered Products or performed Services. Once causes for such Force Majeure are rectified and remedied, both Parties agree to resume performance of this Agreement.



## RIDER A

### CANON OFFICE DEVICES AND CUT SHEET PRODUCTION MAINTENANCE TERMS

**THE GENERAL TERMS ARE INCORPORATED HEREIN BY REFERENCE. THE TERMS OF THIS RIDER A SHALL CONTROL OVER THE GENERAL TERMS UNLESS OTHERWISE SPECIFICALLY STATED HEREIN.**

"Equipment" for purposes of this Rider A shall mean Canon branded office devices (and not Large Format equipment covered under Rider F nor printers covered under Rider E). CUSA may provide Maintenance and/or consumables for Non-Canon branded devices if so designated on the Order Schedule or Lease Schedule ("Schedule"), and such devices shall be considered "Equipment" hereunder, otherwise they shall be provided by the manufacturer as set forth in their applicable documentation.

#### **1. MAINTENANCE / TERM / CHARGES.**

a. If Maintenance for Equipment is indicated on the applicable Schedule, it shall mean that CUSA will keep the Equipment in good working order subject to the terms of this Agreement. Maintenance shall include emergency break fix service, routine preventative maintenance, including inspection, adjustment, parts replacement, drums, and cleaning material required for proper Equipment operation. Maintenance shall start on the date (the "Start Date") of installation for newly installed Equipment (inclusive of standard embedded Firmware) with consumables inclusive service. For newly installed Equipment under Equipment warranty and without consumables inclusive service, the Start Date shall be at the end of the relevant Equipment warranty or 90 days from installation, whichever comes first. The Start Date is stated on the Schedule for all previously placed Equipment.

b. The initial term of Maintenance is set forth on the Schedule, and thereafter shall renew for successive 12 month renewal terms unless either Party gives written notice of non-renewal at least 30 days prior to the expiration of the then-current term. The renewal charges shall be reflected on the invoice for the first billing cycle of the renewal period. If you do not agree to the change in renewal charges, you can reject the change by sending notice in accordance with Section 18 of the General Terms. Customer may, without penalty, cancel maintenance during any renewal period upon 30 days advance written notice to CUSA. Once cancelled, CUSA will cease all Maintenance at the end of the Term or renewal term, or the effective date of such cancellation, as applicable. CUSA does not provide refunds or credits for any partial terms, except as expressly stated on the Schedule.

c. Unless otherwise set forth in a Schedule, Service Charges shall start billing and Customer shall start payment upon the completion of installation. Maintenance Base Charge(s) and Per Image Charge(s) as listed on the applicable Schedule (collectively "Service Charges") are billed for full calendar month periods, with Maintenance Base Charge(s) billed in advance and Per Image Charge(s) billed in arrears.

d. The meter shall record a quantity of 1 image for each image printed on media sizes up to 13" x 19", and two images for any larger media. For Long Sheet images, defined as images printed on media longer than 19", there will be an additional Per Image Charge as set forth on the Schedule. If you are making Long Sheet images and there is no such charge on the Schedule, CUSA will invoice you for such charges at our standard rate and you agree to pay same. For Equipment designated as Corporate Advantage, the meter shall record a quantity of 2 images for any image produced on media longer than 14". For devices containing more than 1 meter, you will be invoiced for the total number of images recorded on all meters at the interval (e.g. monthly, quarterly, etc.) and pricing indicated on the Schedule.

e. If the Schedule is for a Fixed Price Plan charges shall not increase during the initial term, and if for a Standard Price Plan charges are subject to an annual increase up to 15% (as determined by CUSA in its sole discretion) either (i) on each anniversary of the start date or (ii) once in each calendar year if you have selected the Aggregate Coverage Plan. Notwithstanding the foregoing and for purposes of clarity, with respect to

transactions where CFS invoices the Maintenance Base Charge, such annual increase shall be applied only to the Excess Per Image Charge and shall exclude the Maintenance Base Charge.

f. Aggregate and Fleet Plans. If Aggregate plan is indicated in the Equipment Maintenance Information Section on a Schedule, the Maintenance Base Charge and the Covered Images listed on the first page of the Schedule apply to all of the Equipment on that Schedule, unless otherwise indicated. When Fleet Plan is indicated in the Equipment Maintenance Information Section on a Schedule, the Maintenance Base Charge and the Covered Images listed on the first page of the Schedule apply to all of the Equipment ordered on the current Schedule and other Schedules referencing Fleet plan for the Equipment.

g. If the Listed Items on a Schedule are added to an existing Fleet Coverage Plan under a previous Schedule or contract between you and CUSA, (i) the fleet shall include the equipment listed under the previous Schedule or contract, and all other Schedules or contracts for which the add to existing fleet option was selected, and (ii) the maintenance term for all Listed Items under this Agreement shall be the same as the maintenance term for all listed items under all such previous Schedules or contracts.

h. If the Listed Items on a Schedule are added to an existing Aggregate Coverage Plan under a previous Schedule or contract between you and CUSA, the Covered Images shall apply to all of the Equipment on the Schedule, unless otherwise indicated, plus the listed items under previous Order Schedule(s) or contract (s), and all other Schedules or contracts for which the add to existing Aggregate Coverage Plan was selected, on an aggregated basis, for so long as the maintenance term for all such listed items continues.

i. If the Per Unit is indicated in the Equipment Maintenance Information Section on a Schedule, the Maintenance Base Charge and the Covered Images listed in each Section of the Schedule shall apply on a per unit basis for the Equipment listed in that Section.

j. Unless otherwise indicated in a Schedule, you authorize CUSA to use networked features of the Equipment and remote reporting software ("Remote Reporting Agent") to obtain meter readings, receive software updates, activate features/new licenses and transmit use and service data accumulated by the Equipment over your network by means of an HTTPS protocol and to store, analyze and use such data for purposes related to servicing the Equipment, providing reports and product improvement. You also authorize CUSA to accept on your behalf, and you agree to comply with, any licenses, terms of use and services, and privacy statements, which, unless otherwise agreed in writing by CUSA, shall solely control as to the matters contained therein, including those pertaining to any personal data you may have shared in connection with the use of the Remote Reporting Agent. For example, CUSA utilizes the Canon Universal Gateway 2 ("UGW2") as a Remote Reporting Agent through the UGW2 website, and the above authorization shall apply to the UGW2 Terms of Use and Terms of Service, and the UGW2 Privacy Statement, which documents are posted at <https://mk1.usa.canon.com/customerdocuments>.

**2. CUSTOMER SATISFACTION POLICY.** If you are not satisfied with the performance of your Equipment, upon your written request, CUSA in its sole discretion will repair or replace the Equipment with a like unit with equivalent capabilities. Prior to replacement, CUSA shall have had the opportunity to return the Equipment to good working order in accordance with the terms of this Agreement. If a replacement unit of Equipment is provided, the replaced unit shall be removed from the Lease and the replacement unit shall be deemed a "Listed Item" under the Lease and for the Lease and all other purposes of this Agreement. This policy shall pertain to Canon Brand Equipment only and shall apply for 3 years from the date of installation or for the initial term of any CFS Lease, if longer, provided you are not in default of this Agreement or the Lease and such Maintenance services have not been canceled or terminated.

**3. HOURS OF OPERATION AND ACCESS TO EQUIPMENT.** Maintenance shall be performed during CUSA's local regular business hours (8:30 A.M. to 5:00 P.M. Monday through Friday, excluding CUSA holidays). Overtime charges, at CUSA's current rates, will be charged for all Maintenance service calls outside normal business hours. You shall give CUSA reasonable and safe access to the Equipment and

CUSA shall provide labor or routine, remedial and preventive Maintenance as well as remedial parts. CUSA may terminate its Maintenance obligations for any Equipment you relocate to a site outside CUSA's service territory.

**4. ITEMS NOT COVERED UNDER MAINTENANCE.** Any work beyond the scope of this Agreement shall be invoiced in accordance with CUSA's then current labor, parts and supply charges. The following items are NOT covered under Maintenance unless otherwise set forth in a Schedule:

- (a) all consumable supply items not provided as part of toner inclusive service, including, without limitation, paper, staples, other media, print heads and puncher dies;
- (b) repairs resulting from factors other than normal use including, without limitation, any willful act, negligence, abuse, accident, disaster (e.g., effects of water, wind, lightning, etc.) or misuse of the Equipment;
- (c) repairs due to the use of parts, supplies or software which are not supplied by CUSA and which cause abnormally frequent service calls or service problems;
- (d) repairs to fix problems resulting from service performed by personnel other than CUSA personnel;
- (e) repairs due to use of the Equipment with non-compatible hardware or software components; electrical power malfunction or heating, cooling or humidity ambient conditions;
- (f) de-installation, re-installation or relocation of Equipment;
- (g) repairs to or realignment of Equipment, and related training, necessitated by changes you made to your system configuration or network environment;
- (h) work which you request to be performed outside of CUSA's regular business hours;
- (i) repair of network/system connection device, except when listed on a Schedule; or
- (j) repairs due to the use of paper/media not in compliance with manufacturer's published specifications.

**5. EXCESSIVE MAINTENANCE REQUIREMENTS.** If, in CUSA's opinion, any Equipment cannot be maintained in good working order through Maintenance, CUSA may, at its option, (i) substitute comparable Equipment or (ii) cancel any balance of the term of Maintenance as to such Equipment and refund the unearned portion of any prepaid charges hereunder.

**6. PARTS.** You disclaim any interest in parts or Equipment replaced or removed by CUSA. Such parts and Equipment shall be replaced on an exchange basis and shall become the property of CUSA.

**7. CONSUMABLE INCLUSIVE (INCLUDING TONER ABUSE).** Consumable Supplies: All consumables are the property of CUSA until used. Consumables Inclusive Maintenance includes replenishment of toner only (unless other consumables are specified on the Schedule and applicable to the unit of Equipment). Toner is supplied for exclusive use with the unit of Equipment for which it is provided. If the Order Schedule indicates General Office Printing, your toner usage will be monitored by color with the understanding that black toner is the primary consumable used for printing on the applicable device(s). If your usage of color toner under General Office Printing exceeds 5% coverage per color, CUSA may adjust your cost per image accordingly. CUSA may terminate the Maintenance under this Agreement if you use the consumables in a different manner. If your use of consumables exceeds the typical use pattern (as determined solely by CUSA) for these items by more than 10% of the published manufacturer specifications for conventional

office image coverage, or should CUSA, in its sole discretion, determine that consumables are being misused in any fashion, CUSA may invoice you for such excess usage and you agree to pay for such improper or excess use. Consumable Inclusive Maintenance is predicated upon deployment of CUSA's Remote Reporting Agent (see Section 1.j above), which may include Auto-Toner Replenishment. CUSA may charge you a Supply Freight Fee to cover the cost of shipping consumables to you. If expiration dates are indicated on your consumable containers, you shall use the oldest container(s) first. You shall bear all risk of loss, theft or damage to unused consumables, which shall remain CUSA's property and shall be returned promptly upon termination of Maintenance for the applicable unit of Equipment.

**8. BILLING / METER COLLECTION.**

a. You agree to provide timely meter readings to CUSA and to comply with the billing procedures designated by CUSA. If CUSA does not receive timely meter readings from you, you agree to pay invoices that reflect CUSA's estimates of meter readings. CUSA reserves the right to verify the accuracy of any meter readings from time to time, and to invoice you for any shortfall in the invoice for the next periodic billing cycle. In accordance CUSA's normal procedures and the meter read option selected.

b. You agree that CUSA shall be entitled to acquire meter readings using CUSA's Remote Reporting Agent, however if it does not communicate with CUSA for any reason, you agree to timely provide manual meter readings.

c. You may also use the MyCanon Business website to provide meter readings, in which case you, your employees or agents shall complete CUSA's registration process governing access to and use of such website, and you agree to be bound by, and comply with its Terms of Use. CUSA may change your meter read options from time to time upon 60 days' notice.

**9. FIRMWARE.** For Equipment covered under Maintenance or an applicable warranty, CUSA shall make available to you from time to time upgrades and bug fixes for the Firmware when provided by the manufacturer or developer. Such upgrades and bug fixes shall be installed remotely as set forth in Section 1.(j), however should the remote installation fail for any reason, or you require assistance from CUSA, additional charges may apply.

**10. APPLICATION SOFTWARE AND SOFTWARE SUPPORT CONTRACTS.** If you have acquired any application Software and/or Software Support Contracts, these Listed Items shall be governed by the terms and conditions of Rider C.

**11. DEFAULT.** In addition to the remedies set forth in the General Terms, should you default in your obligations under this Rider A or cancel Maintenance prior to the end of its initial term, you shall pay an early termination fee equal to three (3) times the average monthly billing to date and any excess toner charges for such Maintenance. You agree that such charges are reasonable liquidated damages for loss of bargain and not a penalty.

**RIDER G**  
**MASTER LEASE TERMS**

CFS -1133 (01/25)

CANON FINANCIAL SERVICES, INC.  
14904 Collections Center Dr.  
Chicago, Illinois 60693  
(800) 220-0200

THESE MASTER LEASE TERMS (the "Lease Terms") apply to any schedule incorporating these Lease Terms by reference whether designated as a "Lease Schedule - Itemized," a "Lease Schedule - Blended" or otherwise (in any case, a "Lease Schedule") entered into by and between Canon Financial Services, Inc. ("CFS") and the customer identified in such Lease Schedule ("Customer") from time to time for the lease or rental, as applicable, to Customer of the Equipment (as defined below) supplied by Canon U.S.A., Inc. ("CUSA") and described in such Lease Schedule. Each Lease Schedule referring to these Lease Terms will constitute a separate agreement for the lease of the equipment described therein and shall incorporate these Lease Terms.

**1. AGREEMENT:** CFS leases to Customer and Customer leases from CFS all the equipment described in any Lease Schedule signed by Customer and accepted by CFS, together with all replacement parts and substitutions for and additions to such equipment (the "Equipment"), and licenses of software, if applicable, ("Listed Software") with such Equipment and Listed Software collectively referred to as (the "Listed Items"), upon the Lease Terms.

**2. TERM OF SCHEDULE:** Each Lease Schedule shall be effective on the date the Equipment is delivered to Customer, provided Customer executes CFS' form of acceptance ("Acceptance Certificate") or otherwise accepts the Equipment as specified herein. Any such acceptance is irrevocable. If Customer has not, within ten (10) days after delivery of such Equipment, delivered to CFS written notice of any non-acceptance, specifying the reasons therefor and specifically referencing the relevant Lease Schedule, Customer shall be deemed to have irrevocably accepted such Equipment. The term of each Lease Schedule begins on the date accepted by CFS or any later date that CFS designates, and shall consist of the payment period specified on such Lease Schedule and any renewal periods. After acceptance of the Equipment covered by any Lease Schedule, Customer shall have no right to revoke such acceptance or cancel such Lease Schedule during the term indicated thereon. The term of any Lease Schedule shall end, unless sooner terminated by CFS, when all amounts required to be paid by Customer under such Lease Schedule have been paid as provided and either (a) Customer has purchased the Equipment in accordance with the terms hereof, or (b) the Equipment has been returned at the end of the scheduled term or renewal term in accordance with the terms thereof. Customer has no right to return the Equipment to CFS prior to the end of the scheduled term of any Lease Schedule for any reason whatsoever, including, without limitation, payment of all amounts due hereunder prior to the end of the scheduled term. As between CFS and Customer only, these Lease Terms shall supersede any Customer purchase order in its entirety, notwithstanding anything to the contrary contained in any such purchase order.

**3. PAYMENTS:** Customer agrees to pay to CFS, as invoiced, during the term of each Lease Schedule, (a) the lease, rental and other payments specified on the respective Lease Schedule, and (b) such other amounts permitted thereunder or in these Lease Terms as invoiced by CFS ("Payments"). The amount of each Payment and the End of Term Purchase Option specified on each Lease Schedule ("Purchase Option") are based on CUSA's best estimate of the cost of the Equipment and any related or optional services and supplies, including any sales and use tax. Customer authorizes CFS to adjust such Payments and Purchase Option prices by up to fifteen percent (15%) if the actual total cost of the Equipment and any related or optional services and supplies, including any sales or use tax, is more or less than originally estimated. Should a Customer's purchase order indicate Payment is a "total cost per copy" or other similar language, it shall mean a "Blended" Payment where both leasing and optional charges for services and supplies are included in the Per Image Charge. CUSA has the right to increase service charges which shall not exceed the amount set forth in separate terms as agreed to by Customer and CUSA in writing. Customer shall remit all Payments hereunder directly to CFS at 14904 Collections Center Drive, Chicago, Illinois 60693, unless otherwise directed by CFS. Customer's obligation to pay all amounts due under a Lease Schedule or these Lease Terms and all other obligations thereunder and hereunder is absolute and unconditional and is not subject to any abatement, set-off, defense, or counterclaim for any reason whatsoever. If Customer fails to pay any sum to be paid by Customer to CFS under any Lease Schedule on or before the due date, Customer shall pay CFS, upon demand, an amount equal to the greater of ten percent (10%) of each such delayed Payment or twenty-five dollars (\$25) for each billing period or portion of a billing period such Payment is delayed, in each case to the extent permitted by applicable law. The amounts specified above shall be paid as liquidated damages and as compensation for CFS' internal operating expenses incurred in connection with such late payment. In addition, Customer shall reimburse CFS for all of its out-of-pocket costs and expenses incurred in exercising any of its rights or remedies under any Lease Schedule or in enforcing any of the Lease Terms or any Lease Schedule, including without limitation reasonable fees and expenses of attorneys and collection agencies, whether or not suit is brought. Customer agrees that CFS may in its sole discretion apply, but shall not be obligated to apply, any amount paid in advance to any amount due or to become due hereunder. In no event shall any amount paid in advance earn interest except where required by applicable law.

**4. NO CFS WARRANTIES:** CUSTOMER ACKNOWLEDGES THAT CFS IS NOT A MANUFACTURER, DEALER, OR SUPPLIER OF THE EQUIPMENT. CUSTOMER AGREES THAT THE EQUIPMENT IS LEASED OR RENTED "AS IS" AND IS OF A SIZE, DESIGN, AND CAPACITY SELECTED BY CUSTOMER. CUSTOMER ACKNOWLEDGES THAT CFS HAS MADE NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE SUITABILITY OR DURABILITY OF THE EQUIPMENT, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS

FOR A PARTICULAR PURPOSE. So long as Customer is not in breach or default of any Lease Schedule, CFS assigns to Customer any warranties (including those agreed to between Customer and the manufacturer, dealer, or supplier) which CFS may have with respect to any item of Equipment; provided that the scope and limitations of any such warranty shall be solely as set out in any agreement between Customer and such manufacturer, dealer, or supplier or as otherwise specified in warranty materials from such manufacturer, dealer, or supplier and shall not include any implied warranties arising solely from CFS' acquisition of the Equipment. CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER THE SUPPLIER NOR ANY DEALER IS AUTHORIZED TO WAIVE OR ALTER ANY LEASE TERM OR ANY LEASE SCHEDULE, OR MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE LEASE TERMS, ANY LEASE SCHEDULE, OR THE EQUIPMENT, ON BEHALF OF CFS.

**5. USE; LOCATION; LIENS; PERSONAL PROPERTY; FINANCING STATEMENTS:** Customer shall comply with all laws and regulations relating to the use and maintenance of the Equipment. Customer shall put the Equipment only to the use contemplated by the manufacturer. The Equipment shall remain personal property regardless of whether it becomes affixed to real property or permanently rests upon any real property or any improvement to real property. Customer shall not move the Equipment from the location specified on the applicable Lease Schedule except with the prior written consent of CFS. Customer shall keep the Equipment free and clear of all claims and liens other than those in favor of CFS. Customer authorizes CFS (and any third party filing service designated by CFS) to execute and file (a) financing statements evidencing the interest of CFS in the Equipment (including forms containing a broader description of the Equipment than the description set forth in the respective Lease Schedule), (b) continuation statements in respect thereof, and (c) amendments thereto, and Customer irrevocably waives any right to notice thereof. Customer's legal name (as set forth in its constituent documents filed with the appropriate governmental office or agency) is as set forth herein. Customer shall provide CFS with written notice at least thirty (30) days prior to any change of its legal name, chief executive office address or jurisdiction of organization).

**6. INDEMNITY:** Customer shall indemnify and defend CFS, its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, injuries, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) caused by the Equipment, including, without limitation, arising from or related to the storage, transmission or destruction of Data. This Section shall survive termination of any and all Lease Schedules.

**7. MAINTENANCE:** Customer shall keep and maintain the Equipment in good working order and shall, at Customer's expense, supply and install all replacement parts and accessories when required to maintain the Equipment in good working condition. Customer may, at its option, engage CUSA to keep the Equipment in good working order subject to the terms of the applicable Rider and this Agreement or as set forth in separate terms as agreed to by Customer and CUSA. Customer shall not, without the prior written consent of CFS, make any changes or substitutions for and to the Equipment. Any and all replacement parts, accessories, authorized changes to and/or substitutions for the Equipment shall become part of the Equipment and subject to the Lease Terms. If a Lease Schedule includes payments for service and supplies, CUSA is responsible for providing the service and supplies described in the Lease Schedule in accordance with CUSA's terms and conditions, of which Customer acknowledges receipt. If Customer has engaged CUSA to provide services and/or supplies, and CUSA does not receive timely meter readings from Customer, Customer shall pay invoices that reflect CUSA's estimates of meter readings. CUSA or CFS may verify the accuracy of any meter readings from time to time and invoice Customer for any shortfall in the next invoice. Customer shall use reasonable care in handling and operation of the Equipment. CUSA shall have the right to substitute equivalent Equipment at any time during the term of a Lease Schedule in connection with any replacement of the Equipment by CUSA. Customer acknowledges that CFS will not be responsible for any service, repairs, or maintenance of the Equipment, whether provided for in the Lease Terms, the applicable Lease Schedule, or in any other agreement between CUSA and Customer, and that if Customer has a dispute regarding the Equipment or the maintenance thereof, Customer shall continue to pay all charges due under the applicable Lease Schedule without deducting or withholding any amounts.

**8. TAXES; OTHER FEES AND CHARGES:** CUSTOMER SHALL PAY AND DISCHARGE WHEN DUE ALL LICENSE AND REGISTRATION FEES, ASSESSMENTS, SALES, USE, PROPERTY AND OTHER TAXES, AND OTHER EXPENSES AND CHARGES, together with any applicable penalties, interest, and administrative fees now or at any time imposed upon any Equipment, the Payments, or Customer's performance or non-performance of its obligations hereunder, whether payable by or assessed to CFS or Customer. If Customer fails to pay any such fees, assessments, taxes, expenses, or charges, as required hereunder, CFS shall have the right but not the obligation to pay those fees, assessments, taxes, expenses, and charges, and Customer shall promptly reimburse CFS, upon demand, for all such payments made plus administrative fees and costs, if any. Customer acknowledges that where required by law, CFS will file any notices and pay personal property taxes levied on the Equipment. Customer shall reimburse CFS for the expense of such personal property taxes as invoiced by CFS and pay CFS a processing fee not to exceed \$50 per year per item of Equipment that is subject to such tax. Customer agrees that CFS has not, and will not, render tax advice to Customer and that the payment of such taxes is an administrative act. For each Lease Schedule commenced incorporating these Lease Terms, Customer shall pay to CFS a documentation fee in the amount of \$85.

**9. LOSS; DAMAGE; INSURANCE:** Customer shall bear the entire risk of loss, theft or damage to the Equipment from any cause whatsoever, effective upon delivery to Customer. No such loss, theft, or damage shall relieve Customer of any obligation under the Lease Terms or any Lease Schedule. In the event of damage to any item of Equipment, Customer shall immediately repair such damage at Customer's expense. If any Equipment is lost, stolen, or damaged beyond repair, Customer, at the option of CFS, will (a) replace the same with like equipment in a condition acceptable to CFS and convey clear title to such equipment to CFS (and such equipment will become "Equipment" and be subject to the Lease Terms), or (b) pay CFS the Remaining Lease Balance. Customer, at its sole cost and expense, shall, during the term hereof obtain and maintain property and liability insurance in form, amount, and with companies



satisfactory to CFS. Each policy of insurance shall name CFS as additional insured and loss payee and provide CFS thirty (30) days written notice before the policy in question shall be materially altered or canceled. The proceeds of such insurance, at the option of CFS, shall be applied to (a) replace or repair the Equipment, or (b) pay CFS the Remaining Lease Balance on the applicable Lease Schedule. The "Remaining Lease Balance" shall be the sum of: (i) all Payments then owed and outstanding; (ii) the present value of all remaining Payments; (iii) the Purchase Option price of the Listed Items indicated on the Lease Schedule plus (iv) any applicable taxes, expenses, charges, and fees. For purposes of determining present value under any Lease Schedule, Payments shall be discounted at three percent (3%) per year. For the purpose of calculating remaining Payments under a Lease Schedule, CFS shall determine in its sole discretion the portion of any Blended Payment applicable to the lease of the Listed Item and shall exclude the portion applicable to services and/or supplies. Customer hereby appoints CFS as Customer's attorney-in-fact solely to make claim for, receive payment of, and execute and endorse all documents, checks, or drafts for any loss or damage under any such insurance policy. If Customer fails to provide proof of insurance, CFS may, but is not required to obtain insurance covering CFS' interests, and charge the Customer for the costs of such insurance, and an administrative fee. CFS and any of its affiliates may make a profit on the foregoing.

**10. DEFAULT:** Any of the following events or conditions shall constitute an Event of Default under all Lease Schedules: (a) Customer defaults in the payment when due of any indebtedness of Customer to CFS, whether or not arising under any Lease Schedule, without notice or demand by CFS; (b) Customer or any guarantor of Customer's obligations hereunder ("Guarantor") ceases doing business as a going concern; (c) Customer or any Guarantor becomes insolvent or makes an assignment for the benefit of creditors; (d) a petition or proceeding is filed by or against Customer or any Guarantor under any bankruptcy or insolvency law; (e) a receiver, trustee, conservator, or liquidator is appointed for Customer, any Guarantor, or any of their property; (f) any statement, representation or warranty made by Customer or any Guarantor to CFS is incorrect in any material respect; or (g) if Customer or any Guarantor who is a natural person dies.

**11. REMEDIES:** Upon the happening of any one or more Events of Default, CFS shall have the right to exercise any one or all of the following remedies (which shall be cumulative), simultaneously, or serially, and in any order: (a) require Customer to immediately pay all unpaid Payments under any Lease Schedule (whether or not then due) and other amounts due under any and all Lease Schedules, with CFS retaining title to the Equipment; (b) to terminate any and all Lease Schedules with Customer; (c) with or without notice, demand or legal process, to enter upon the premises wherever the Equipment may be found, to retake possession of any or all of the Equipment, and (i) retain such Equipment and all Payments and other sums paid under all Lease Schedules, or (ii) sell the Equipment and recover from Customer the amount by which the Remaining Lease Balance exceeds the net amount received by CFS from such sale; or (d) to pursue any other remedy permitted at law or in equity. CFS (A) may dispose of the Equipment in its then present condition or following such preparation and processing as CFS deems commercially reasonable; (B) shall have no duty to prepare or process the Equipment prior to sale; (C) may disclaim warranties of title, possession, quiet enjoyment and the like; and (D) may comply with any applicable state or federal law requirements in connection with a disposition of the Equipment and none of the foregoing actions shall be deemed to adversely affect the commercial reasonableness of the disposition of the Equipment. If the Equipment is not available for sale, Customer shall be liable for the Remaining Lease Balance and any other amounts due under the applicable Lease Schedule. No waiver of any of Customer's obligations, conditions or covenants shall be effective unless contained in a writing signed by CFS. Failure to exercise any remedy that CFS may have shall not constitute a waiver of any obligation with respect to which Customer is in default.

**12. ASSIGNMENT:** CUSTOMER SHALL NOT ASSIGN OR PLEDGE ANY LEASE SCHEDULE IN WHOLE OR IN PART, NOR SHALL CUSTOMER SUBLET OR LEND ANY EQUIPMENT WITHOUT PRIOR WRITTEN CONSENT OF CFS. CFS may pledge or transfer any Lease Schedule. Customer agrees that if CFS transfers any Lease Schedule, the assignee will have the same rights and benefits that CFS has now and will not have to perform any of CFS' obligations which CFS will continue to perform. Customer agrees that the rights of the assignee will not be subject to any claims, defenses, or set-offs that Customer may have against CFS. If Customer is given notice of any such transfer, Customer agrees if so directed therein, to pay directly to the assignee all or any part of the amounts payable hereunder.

**13. RENEWAL; RETURN:** Except in the case of a Lease Schedule containing a \$1.00 Purchase Option, each Lease Schedule automatically renews under the same terms and conditions on a month-to-month basis if Customer fails to give CFS 60 days' prior written notice of its intent to purchase or return the Equipment before the end of any term. Unless a Lease Schedule automatically renews or Customer purchases the Equipment, Customer shall return the Equipment on the day the Lease Schedule terminates in good operating condition, ordinary wear and tear resulting from proper use excepted, at Customer's sole cost and expense to a location specified by CFS, and shall reimburse CFS for any costs incurred to place the Equipment in good operating condition. CFS may charge Customer a return fee equal to the greater of one Payment or \$250 for the processing of returned Equipment.

**14. PURCHASE OPTION:** A) END OF TERM PURCHASE OPTION. At the end of any term, Customer shall give CFS 60 days' irrevocable prior written notice (unless the Purchase Option is \$1.00) that it will purchase all the Equipment at the Purchase Option plus any costs. (B) PRIOR TO MATURITY PURCHASE. Customer may, at any time, upon 60 days' irrevocable prior written notice, purchase all the Equipment at a price equal to the sum of all remaining Payments plus the Fair Market Value plus costs. "Fair Market Value" shall be CFS' retail price when Customer purchases the Equipment. Equipment purchases shall be "AS-IS WHERE-IS" without warranty, except for title.

**15. DATA:** Customer acknowledges that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that Customer may store for purposes of normal operation of the Equipment ("Data"). Customer acknowledges that CFS is not storing Data on behalf of Customer. Neither CFS nor any of its affiliates has an obligation to erase or overwrite Data upon Customer's

return of the Equipment to CFS. Customer is solely responsible for: (A) its compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (B) all decisions related to erasing or overwriting Data. The Equipment contains various security features that Customer may utilize in this regard. Customer should contact CUSA for further information. CUSA will work with you to provide information regarding your options and offer services to assist you. Please note that such services may result in additional charges. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of the Lease Terms or any separate confidentiality or data security or other agreement now or hereafter entered into between Customer, CUSA and CFS applies, or could be construed to apply to Data.

**16. MAXIMUM INTEREST; RECHARACTERIZED AGREEMENT:** No Payment is intended to exceed the maximum amount of interest permitted to be charged or collected by applicable laws, and any such excess Payment will be applied to payments due under the applicable Lease Schedule, in inverse order of maturity, and any excess shall be refunded. If any Lease Schedule is recharacterized as a conditional sale or loan, Customer hereby grants to CFS, its successors and assigns a security interest in the Equipment to secure payment and performance of Customer's obligations under the Lease Terms and such Lease Schedule.

**17. UCC - ARTICLE 2A:** CUSTOMER ACKNOWLEDGES AND AGREES THAT EACH LEASE SCHEDULE IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC 2A"), AND THAT CFS IS ENTITLED TO ALL BENEFITS, PRIVILEGES, AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE. CUSTOMER WAIVES ITS RIGHTS AS A LESSEE UNDER UCC 2A SECTIONS 508-522.

**18. WAIVER OF OFFSET:** The lease created by each Lease Schedule is a net lease. If the Equipment is not properly installed, does not operate as represented or warranted, or is unsatisfactory for any reason, Customer shall make such claim solely against the dealer, supplier, or manufacturer. Customer waives any and all existing and future claims and offsets against any Payments or other charges due under each Lease Schedule and these Lease Terms and unconditionally agrees to pay such Payments and other charges, regardless of any offset or claim which may be asserted by Customer or on its behalf.

**19. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL:** EACH LEASE SCHEDULE SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER EACH LEASE SCHEDULE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN CUSTOMER AND CFS SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT CFS' SOLE OPTION, IN THE STATE WHERE THE CUSTOMER OR THE EQUIPMENT IS LOCATED. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVES OBJECTIONS TO THE JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. CUSTOMER, BY ITS EXECUTION OF ANY LEASE SCHEDULE, AND CFS, BY ITS ACCEPTANCE THEREOF, HEREBY IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS UNLESS CUSTOMER RESIDES IN A STATE IN WHICH A WAIVER OF A RIGHT TO A JURY TRIAL IS UNENFORCEABLE AS A MATTER OF THAT STATE'S PUBLIC POLICY.

**20. MISCELLANEOUS:** All notices required or permitted under the Lease Terms or any Lease Schedule shall be sufficient if delivered personally, sent via electronic transmission, or mailed to such party at the address set forth in an applicable Lease Schedule, or at such other address as such party may designate in writing from time to time. Any notice deposited in the mail shall be effective after it has been received. Customer's representations, warranties, and covenants under each Lease Schedule shall survive the delivery and return of the respective Equipment. Any provision of the Lease Terms which may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of the Lease Terms. No such prohibition or unenforceability in any jurisdiction shall invalidate or render unenforceable such provision in any other jurisdiction. Customer agrees that CFS may insert missing information on a Lease Schedule including the Equipment's description, serial number, and location, and corrections to Customer's legal name; otherwise, each Lease Schedule (incorporating the Lease Terms by reference) contains the entire arrangement between Customer and CFS with respect to such Lease Schedule and no modifications thereof shall be effective unless in writing and signed by the parties. Customer agrees that CFS may accept an electronic transmission of any Lease Schedule or any Acceptance Certificate as an original, and that electronically transmitted copies of Customer's signature will be treated as an original for all purposes. If the Lease Schedule references an existing master agreement between Customer and CFS (the "Existing Master CFS Lease") and to the extent applicable to the transactions contemplated by the Lease Schedule, then the terms of the Existing Master CFS Lease shall control over the Lease Terms for so long as the Existing Master CFS Lease remains in effect.

**21. FISCAL FUNDING (if applicable):** This Section 21 shall only apply if "Fiscal Funding" is designated on the Lease Schedule. Customer warrants that it has funds available to pay Payments payable pursuant to the Lease Schedule until the end of its current appropriation period and warrants that it presently intends to make Payments in each appropriation period from now until the end of the term of Lease Schedule. The officer of Customer responsible for preparation of Customer's annual budget shall request from its legislative body or funding authority funds to be paid to CFS under the Lease Terms and any Lease Schedule. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not appropriate funds to be paid to CFS for the Equipment, Customer may, upon prior written notice to CFS, effective upon the exhaustion of the funding authorized for the then current appropriation period, return the Equipment to CFS, at Customer's expense and in accordance with each Lease Schedule, and thereupon, Customer shall be released of its obligation to make Payments to CFS due thereafter, provided: (1) the Equipment is returned to CFS as provided for in the Lease Schedule; (2) the above

described notice states the failure of the legislative body or funding authority to appropriate the necessary funds as the reason for cancellation; and (3) such notice is accompanied by payment of all amounts then due to CFS under the Lease Schedule. In the event Customer returns the Equipment pursuant to the terms of the Lease Schedule, CFS shall retain all sums paid by Customer. Customer's Payment obligations under each Lease Schedule in any fiscal year shall constitute a current expense of Customer for such fiscal year, and shall not constitute indebtedness or a multiple fiscal year obligation of Customer under Customer's state constitution, state law or home rule charter. Nothing in the Lease Terms shall constitute a pledge by Customer of any taxes or other monies, other than as appropriated for a specific fiscal year for each Lease Schedule and the Equipment.



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

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**CAPTION:** City Council workshop minutes January 14, 2025. (*S McElhannon, City Secretary*)

**AGENDA DATE:** January 28, 2025

**DATE SUBMITTED:** 01/21/2025

**SUBMITTED BY:**

**EXHIBITS:**

1. 20250128 CC workshop minutes 1-14-25

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**Expenditure:**

**Account Number:**

**Payment to/Vendor  
name:**

**Amount Budgeted:**

**Account Balance:**

**Kerrville 2050 Item?**

No

**Key Priority Area:**

**SUMMARY:**

January 14, 2025, 4:00pm, City Council workshop minutes.

**RECOMMENDED ACTION:**

Approve minutes as presented.

**CITY COUNCIL MINUTES  
WORKSHOP**

**KERRVILLE, TEXAS  
JANUARY 14, 2025 4:00 PM**

**CALL TO ORDER:** On January 14, 2025 at 4:00 PM, Mayor Joe Herring, Jr. called the Kerrville City Council workshop to order in City Hall Council Chambers, 701 Main Street.

**COUNCILMEMBERS PRESENT:**

Mayor Joe Herring, Jr  
Councilmember Delayne Sigerman  
Councilmember Jeff Harris  
Councilmember Kent McKinney  
Mayor Pro-Tem Brenda Hughes

**COUNCILMEMBERS ABSENT:**

None

**CITY EXECUTIVE STAFF:**

Dalton Rice, City Manager  
Mike Hayes, City Attorney  
Michael Hornes, Asst City Manager  
Kim Meismer, Asst City Manager

Shelley McElhannon, City Secretary  
Drew Paxton, Director of Planning  
Trina Sanchez, Asst Dir Building Services

**VISITORS PRESENT:** A list of the citizen speakers present during the meeting is on file in the City Secretary's Office for the required retention period.

Jeffery Brown, Executive Director Playhouse 2000

1. **PUBLIC COMMENTS:** No person(s) spoke.

2. **INFORMATION AND DISCUSSION:**

2A. Update regarding the Playhouse 2000 and Cailloux Theater.

Jeffery Brown provided information and responded to questions. Follow up of staff to review and provide ideas for support.

2.B Update regarding the City's proposed Tree Preservation regulations.

Drew Paxton provided information and responded to questions.

2.C Update regarding Ridgeland and Windridge Subdivisions, Lennar Homes LLC.

Michael Hornes provided information and responded to questions.

3. **EXECUTIVE SESSION:** Executive Session was not called nor convened.

4. **ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION, IF ANY.** N/A

**ADJOURN.** The workshop adjourned at 5:30 p.m.

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

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Joe Herring Jr., Mayor

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Shelley McElhannon, City Secretary



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

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**CAPTION:** City Council meeting minutes January 14, 2025. (*S McElhannon, City Secretary*)

**AGENDA DATE:** January 28, 2025

**DATE SUBMITTED:** 01/21/2025

**SUBMITTED BY:**

**EXHIBITS:**

1. 20250128 CC meeting minutes 1-14-25

---

**Expenditure:**  
**Account Number:**  
**Payment to/Vendor**  
**name:**

**Amount Budgeted:**  
**Account Balance:**

**Kerrville 2050 Item?**  
No

**Key Priority Area:**

**SUMMARY:**

January 14, 2025, 6:00pm, City Council meeting minutes.

**RECOMMENDED ACTION:**

Approve minutes as presented.



**CITY COUNCIL MINUTES  
REGULAR MEETING**

**KERRVILLE, TEXAS  
JANUARY 14, 2025 6:00 PM**

On January 14, 2025 at 6:00 PM, Mayor Joe Herring, Jr. called the Kerrville City Council meeting to order in City Hall Council Chambers, 701 Main Street, Kerrville, Texas. Councilmember Brenda Hughes provided the invocation and led the Pledge of Allegiance.

**COUNCILMEMBERS PRESENT:**

Mayor Joe Herring, Jr  
Councilmember Delayne Sigerman  
Councilmember Jeff Harris  
Councilmember Kent McKinney  
Mayor Pro-Tem Brenda Hughes

**COUNCILMEMBERS ABSENT:**

None

**CITY EXECUTIVE STAFF:**

Dalton Rice, City Manager  
Mike Hayes, City Attorney  
Michael Hornes, Asst City Manager  
Kim Meismer, Asst City Manager  
Shelley McElhannon, City Secretary  
Julie Behrens, Director of Finance

Jacob Bogusch, Finance Compliance  
Janelle Chapman, Procurement Coord  
Stuart Cunyus, Public Information Officer  
Chris McCall, Police Chief  
Drew Paxton, Director of Planning

**VISITORS PRESENT:** A list of the citizen speakers present during the meeting is on file in the City Secretary's Office for the required retention period.  
Karen Guerriero, Board President Kerrville Pets Alive!

1. **ANNOUNCEMENTS OF COMMUNITY INTEREST:**

Mayor Herring, Stuart Cunyus, and Councilmember Jeff Harris provided information and public announcements.

2. **PRESENTATIONS:**

2.A Commendation of Recognition: Termed Board members.

Mayor Herring presented commendations of recognition to members serving on City Boards: Marilyne Cizmich and Diana Howard were present, and Wendy Massey Christine Klima were unable to attend.

2.B Kerrville Pets Alive! Update.

Karen Guerriero provided information and responded to questions.

3. **VISITORS/CITIZENS FORUM:**

The following person(s) spoke:

Brent Bates  
Katy Kappel  
George Baroody

4. **CONSENT AGENDA:**

Mayor Herring requested to pull item 4A. Councilmember Harris made a motion to approve Consent Agenda items 4B and 4C, seconded by Councilmember Kent McKinney. The motion passed 5-0.

4.B City Council workshop minutes December 10, 2024.

4.C City Council meeting minutes December 10, 2024.

4.A Resolution No. 03-2025. A Resolution authorizing the acceptance of \$53,250.00 in grant funding from the Office of the Governor and its Edward Byrne Memorial Justice Assistance Grant Program for funding to purchase a motorcycle for the Kerrville Police Department.

Chief McCall provided information and responded to questions.

Councilmember Hughes motioned to approve Resolution No. 03-2025 and authorize the acceptance of funding through the Office of the Governor from The Edward Byrne Memorial Justice Assistance Grant Program to be utilized to purchase a fully equipped Police Motorcycle, seconded by Councilmember McKinney. The motion passed 4-1, with Councilmember Delayne Sigerman, Mayor Herring, Councilmember McKinney, and Councilmember Hughes voting in favor, and Councilmember Harris opposed.

5. **ORDINANCES, FIRST READING:**

5.A Ordinance No. 2025-01. An Ordinance amending Chapter 46 "Environment" of the City's Code of Ordinances by adding a new Article II "Tree Preservation", which adopts regulations for the preservation of trees; providing for penalties not to exceed \$2000.00; ordering publication; providing an effective date; and providing other matters related to the subject.

Shelley McElhannon read Ordinance No. 2025-01 caption into record.

Drew Paxton provided information and responded to questions.

The following person(s) spoke:

Bill Rector

Dalton Rice provided clarification.

Councilmember Sigerman made a motion to approve Ordinance No. 2025-01 on first reading, to include the comments made by Councilmember Hughes in the edited version of unplatted lots or acre or less, seconded by Councilmember Hughes. The motion passed 4-1 with Councilmember Sigerman, Councilmember Harris, Mayor Herring, and Councilmember Hughes voting in favor, and Councilmember McKinney opposed.

5.B Ordinance No. 2025-02. An Ordinance amending Chapter 94 "Taxation", Article III "Occupancy", of the Code of Ordinances of the City of Kerrville, Texas, by amending various sections relating to the imposition of a Hotel Occupancy Tax; by revising the definition of "Consideration" to clarify what costs are subject to the tax and to clarify the process for reports and audits; containing a cumulative clause; containing a savings and severability clause; ordering publication; and providing other matters relating to the subject.

Shelley McElhannon read Ordinance No. 2025-02 caption into record.  
Jacob Bogusch provided information and responded to questions.

Councilmember Hughes made a motion to approve Ordinance No. 2025-02 on first reading, seconded by Councilmember McKinney. The motion passed 5-0.

6. **PUBLIC HEARINGS AND RESOLUTIONS:**

- 6.A Resolution No. 01-2025. A Resolution pursuant to Section 2306.67071, Texas Government Code, with respect to tax-exempt bond applications for housing tax credits; and finding no objection from City Council as to the applicant (Envolve Communities, LLC), its application(s), or the developments, which are known as Heritage Oaks Apartments, the Meadows Apartments, and Paseo de Paz.

Michael Hornes provided information and responded to questions.

Mayor Herring opened the public hearing at 7:05 p.m.

No person(s) spoke.

Mayor Herring closed the public hearing at 7:05 p.m.

Councilmember Harris made a motion to approve Resolution No. 01-2025, seconded by Councilmember Hughes. The motion passed 5-0.

7. **CONSIDERATION AND POSSIBLE ACTION:**

- 7.A Resolution No. 02-2025. A Resolution pursuant to 10 Texas Administrative Code, Section 11.3(c), with respect to tax-exempt bond applications for housing tax credits; finding that the City of Kerrville, Texas has more than twice the State average of units per capita supported by housing tax credits.

Michael Hornes provided information and responded to questions.

Councilmember McKinney made a motion to approve Resolution No. 02-2025, seconded by Councilmember Harris. The motion passed 5-0.

8. **BOARD APPOINTMENTS:**

- 8.A Appointment to the Food Service Advisory Board.

Councilmember Sigerman made a motion to reappoint this member under the name of Laura Dittmar (to reflect the correct name as Rebecca Dittmar), seconded by Councilmember McKinney. The motion passed 5-0.

- 8.B Appointment to the Zoning Board of Adjustment. (Eligible for Executive Session).

Councilmember Hughes made a motion to appoint Jency Carson as a member of the Zoning Board of Adjustment, seconded by Mayor Herring. The motion passed 5-0.

9. **EXECUTIVE SESSION:** Executive Session was not called nor convened.

10. **ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION, IF ANY.** N/A

11. **ITEMS FOR FUTURE AGENDAS:**

Mayor Herring: Water Issues will be discussed in the future.

Councilmember McKinney: Housing issue will be discussed in the future.

**ADJOURN.** Meeting adjourned at 7:09 p.m.

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

APPROVED:

ATTEST:

\_\_\_\_\_  
Joe Herring Jr., Mayor

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



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

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**CAPTION:** Ordinance No. 2025-01, second reading. An Ordinance amending Chapter 46 "Environment" of the City's Code of Ordinances by adding a new Article II "Tree Preservation", which adopts regulations for the preservation of trees; providing for penalties not to exceed \$2000.00; ordering publication; providing an effective date; and providing other matters related to the subject. *(D Paxton, Director of Planning & Development)* (ORDINANCE WAS APPROVED 4-1, ON FIRST READING 1/14/2025).

**AGENDA DATE:** January 28, 2025

**DATE SUBMITTED:** 01/21/2025

**SUBMITTED BY:**

Drew Paxton, Director of Planning and Development

**EXHIBITS:**

1. Table 1 - Tree Preservation list
2. Table 2 - Preservation Rates
3. 20250128\_Ord 2025-01\_Tree Preservation Packet

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**Expenditure:**

**Account Number:**

**Payment to/Vendor  
name:**

**Amount Budgeted:**

**Account Balance:**

**Kerrville 2050 Item?**

Yes

**Key Priority Area:**

C – Community/Neighborhood

**SUMMARY:**

The second reading of the tree preservation ordinance includes the Council's recommended changes. This ordinance aims to strike a balance between tree preservation for future development and private property rights.

**RECOMMENDED ACTION:**

Approve Ordinance No. 2025-01 on second reading.

Large Trees	Scientific/Binomial name	Native/ Adaptive	Usual Height (FT.)	Foliage (1)	Comments	Recommended for Planting
American Elm	<i>Ulmus americana</i>	Native	60-90	D	Grows on well-drained soils along streams and rivers, but also planted widely as a shade tree. High water use.	Wet areas only
Anacua	<i>Ehretia anacua</i>	Native	20-50	S	Ornamental landscape tree. Easy to grow on alkaline soils with good drainage. Disease resistant. Drought tolerant.	Yes
Black Hickory aka Texas Hickory	<i>Carya texana</i>	Native	60-75	D	Grows on well-drained hillsides and sandy uplands with post and blackjack oaks. Produces edible nuts.	Yes
Bodark (Bois-d'Arc)	<i>Maclura pomifera</i>	Native	40-60	D	Spiny, with short often crooked trunk and milky sap. Large fruits on female trees create litter and are not edible.	Yes
Box Elder	<i>Acer negundo</i>	Native	50-75	D	For moist areas. Fast growing, short-lived, brittle wood.	Wet areas only
Carolina Basswood	<i>Tilia americana</i> var. <i>caroliniana</i>	Native	70-100	D	Moist soils. Fast grower. Ornamental shade tree. Late spring flowers favored by honeybees.	Wet areas only
Cedar Elm	<i>Ulmus crassifolia</i>	Native	50-75	D	Hardy, fast-growing shade tree. Tolerates heat, flood, and poor soils. Good substitute for oaks.	Yes
Chinese aka Lacebark Elm	<i>Ulmus parvifolia</i>	Adaptive	40-60	D	Common landscape tree native to Asia. Tolerates drought and alkaline soils.	No
Eastern Cottonwood	<i>Populus deltoides</i>	Native	100+	D	Fast growing, short-lived shade tree. Weak wood, brittle limbs, invasive roots, cottony seeds. High water use.	No
Eastern Persimmon	<i>Diospyros virginiana</i>	Near-Native	20-100	D	Edible fruit. Deep well drained moist soil. Part shade. Usually disease and insect free. Attracts wildlife.	Yes
Escarpment Black Cherry	<i>Prunus serotina</i> ssp. <i>Eximia</i>	Native	25-60+	D	Spring flowers, golden orange fall color. Requires moist well-drained soil. Fruit is edible. Toxic seeds, leaves, and bark.	Yes
Green Ash	<i>Fraxinus pennsylvanica</i>	Native	50-70	D	Common bottomland tree across the eastern third of Texas, as far west as the Guadalupe River. Prefers moist soils. Susceptible to invasive Emerald Ash Borer beetle.	Wet areas only
Hackberry species	<i>Celtis species</i>	Native	40-80	D	Fast growing. Best in moist soils. Good food and shelter tree for wildlife. Birds relish the berries and spread the seeds.	Yes
Honey Mesquite	<i>Prosopis glandulosa</i>	Native	30-40	D	Needs deep watering to become a tree. Thorny, drought tolerant. Spreads by seeds and can invade grasslands.	Yes

Notes:

1) Legend: D = Deciduous, E= Evergreen, S = Semi-Evergreen

Large Trees	Scientific/Binomial name	Native/ Adaptive	Usual Height (FT.)	Foliage (1)	Comments	Recommended for Planting
Honeylocust	<i>Gleditsia triacanthos</i>	Native	30-80	D	Occurs in a wide variety of soil and moisture conditions. Thornless varieties are popular for landscape plantings.	Yes
Mexican Ash	<i>Fraxinus berlandieriana</i>	Near-Native	30-40	D	Native to South Texas, grows along streams. Planted as a fast-growing yard tree in Texas. Often sold as Arizona Ash. Susceptible to invasive Emerald Ash Borer beetle.	Yes
Pecan	<i>Carya illinoensis</i>	Native	70-100+	D	Slow-growing. Needs rich, moist, well-drained deep soil. Nut producing. Native and cultivated varieties.	Yes
Red Mulberry	<i>Morus rubra</i>	Native	50-60	D	Prefers rich, moist soils of river bottoms, often grows in the shade of larger trees. Good tree for wildlife.	Yes
Southern Catalpa	<i>Catalpa bignonioides</i>	Adaptive	25-50	D	Often planted as a fast-growing yard tree. Prefers moist soil; tolerates drier sites. Has naturalized along streams.	Yes
Southern Magnolia	<i>Magnolia grandiflora</i>	Adaptive	60-80	E	Widely cultivated ornamental. Occurs naturally in moist lowlands. Best in slightly acid to slightly alkaline soils.	No
Sweetgum	<i>Liquidambar styraciflua</i>	Near-Native	up to 100	D	Often planted as a landscape tree. Fruits shaped like a spiked ball. Does not do well in alkaline soils.	No
Sycamore species	<i>Platanus species</i>	Native	50-100	D	Fast growing, weak limbs, messy leaves and seed balls. Shedding bark. Invasive roots in yards. High water use. Important large tree in streamside situations.	No
Texas Ash	<i>Fraxinus albicans</i>	Native	30-45	D	Strong, long lived, good shade tree, attractive fall color. Susceptible to invasive Emerald Ash Borer beetle.	Yes
Walnut spp.	<i>Juglans species</i>	Native	30-100	D	Three native species. Usually grow near water source. Nut bearing. Roots inhibit growth of nearby plants.	No
Western Soapberry	<i>Sapindus saponaria var. drummondii</i>	Native	20-50	D	Occurs throughout Texas. Tolerates various conditions. Often suckers to form thickets. Berries toxic to humans.	Yes
Willow species	<i>Salix species</i>	Native / Adaptive	50-100	D	Occur along streams and wet areas; high water needs. Invasive roots. Prone to insects and disease.	No
<b>OAK TREES</b>					<b>All oaks are susceptible to oak wilt.</b>	
Blackjack Oak	<i>Quercus marilandica</i>	Native	30-60	D	Slow growing, long lived. Able to survive on very poor soils. Attractive shade tree.	Yes

Notes:

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Large Trees	Scientific/Binomial name	Native/ Adaptive	Usual Height (FT.)	Foliage (1)	Comments	Recommended for Planting
Bur Oak	<i>Quercus macrocarpa</i>	Native	80-100+	D	Large, slow growing, long lived. Big leaves, huge acorns. Common landscape tree. Sensitive to root disturbance.	Yes
Chinkapin Oak aka Chinquapin	<i>Quercus muehlenbergii</i>	Native	45-70	D	Attractive fast growing shade tree. Medium water use in well drained soil. Good fall color.	Yes
Lacey Oak	<i>Quercus laceyi</i>	Native	45-60	D	Attractive, medium-sized, with blue-gray foliage. Tolerates drought and thin rocky limestone soils.	Yes
Mexican White Oak	<i>Quercus polymorpha</i>	Near-Native	40-80	S	Native to west Texas. Fast growing. More resistant to oak wilt and other diseases. Common landscape tree.	Yes
Plateau Live Oak	<i>Quercus fusiformis</i>	Native	20-55	S	Susceptible to oak wilt and live oak decline when stressed by drought. Protect from injury above and below ground to prevent infection.	Yes
Post Oak	<i>Quercus stellata</i>	Native	40-50+	D	Slow-growing and long-lived. Roots extremely sensitive to disturbance. Not often used in landscape situations.	Yes
Shumard Red Oak	<i>Quercus shumardii</i>	Native	50-90	D	Outstanding red/crimson fall color, drought tolerant. Similar to Texas Red Oak but prefers deeper soils.	Yes
Southern Live Oak	<i>Quercus virginiana</i>	Near-Native	40-50	S	Native to coastal areas. Beautiful branch structure. Best in neutral or slightly acidic soils. Medium water use.	No
Texas Red Oak	<i>Quercus buckleyi</i>	Native	35-70	D	Fast growing. Beautiful fall color, multiple trunks. Tolerates limestone soils. Susceptible to oak wilt.	Yes
Miscellaneous Oaks	<i>Quercus species</i>	Varies	Varies		Additional Near-Native and Adaptive landscape trees occur in the area.	Yes
<b>Conifer Trees</b>						
Arizona Cypress	<i>Cupressus arizonica</i>	Near-Native	30-90	E	Native to canyons in Big Bend National Park. Planted widely in desert landscapes and other well-drained sites.	Yes
Ashe Juniper (Mountain Cedar)	<i>Juniperus ashei</i>	Native	30-40	E	Picturesque. Improves degraded soils. Provides food and shelter for wildlife. Tolerates drought and deer.	Yes
Bald Cypress	<i>Taxodium distichum</i>	Native	50-100	D	For moist areas; fall color. "Knees" develop from roots in poorly drained situations.	Wet areas only
Deodar Cedar	<i>Cedrus deodara</i>	Adaptive	40-60	E	Graceful looking tree with a pendulous growth habit. Very sensitive to cold temperatures.	No

Notes:

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Large Trees	Scientific/Binomial name	Native/ Adaptive	Usual Height (FT.)	Foliage (1)	Comments	Recommended for Planting
Montezuma Cypress	<i>Taxodium mucronatum</i>	Near-Native	100+	S	Faster growing than Bald Cypress. Could suffer winter damage. Small "knees" may project from submerged roots.	No
Pinyon Pine species	<i>Pinus edulis</i> / <i>P. remota</i> / <i>P. cembroides</i>	Near-Native	30-40	E	Slow-growing, forms a dense compact crown. Grows naturally on dry rocky slopes and hillsides in SW Texas.	Yes
Miscellaneous Conifers	<i>Pinaceae family</i>	Varies	Varies	E	Generally grow poorly in limestone-based soils.	No

Notes:  
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Small Trees	Scientific/binomial name	Native/ Adaptive	Deer Resistant	Usual Height (FT.)	Foliage	Comments	Recommended for Planting
American Smoketree	<i>Cotinus obovatus</i>	Native	No	8-15	D	Outstanding ornamental. Likes north or east facing rocky slope or protected side of Ashe Juniper. Slow growing. Well-drained soil/low water use.	Yes
American Witch-hazel	<i>Hamamelis virginiana</i>	Native	No	12-15	D	Large shrub/small tree. Occurs on moist soils along streams and forest edges. Yellow fringed flowers persist long after leaves drop. Full sun to part shade.	Wet areas only
Anacacho Orchid	<i>Bauhinia lunarioides</i>	Native	Yes	8-12	D	Grows in rocky limestone canyons. Needs well-drained soil. White or pink flowers. Plant it facing south in a protected area.	Yes
Arroyo Sweetwood	<i>Myrosporum sousanum</i>	Near-Native	No	15-25	S	Vanilla-scented white flowers/flat bean type fruit. Nearly thornless. Fern like leaves. Xeric. Drought and cold tolerant, full sun.	Yes
Bigtooth Maple	<i>Acer grandidentatum</i>	Native	No	15-20	D	Grows best when protected from west sun. Fall colors. Needs extra water until established.	Yes
Brazilian Bluewood	<i>Condalia hookeri</i>	Native	Yes	6-15	E-S	Thorny. Grows in dry limestone soil or along waterways. Small green flowers turn to seed that attracts birds.	Yes
Buckeye species	<i>Aesculus species</i>	Native	Yes	10-15	D	4 species/varieties of true buckeyes occur in the area. Deep red to yellow tube shaped flower. Best in shade near streams. Seed capsules highly poisonous.	Yes
Buttonbush	<i>Cephalanthus occidentalis</i>	Native	No	5-12	D	Grows in moist to wet soil. Fragrant white spherical flowers early to mid-summer. Full sun. Not drought tolerant. Very low maintenance.	Wet areas only
Carolina Buckthorn	<i>Frangula caroliniana</i>	Native	No	15-30	D	Prefers alkaline well drained moist soils. Part shade. Greenish white flowers, pink to red to black berries. No thorns. Medium low water use.	Yes
Carolina Laurelcherry aka Cherry-Laurel	<i>Prunus caroliniana</i>	Native	Yes	15-40	E	Usually found on rich, moist, well-drained bottom lands. Showy white flowers attract birds; leaves poisonous.	Yes
Crape Myrtle	<i>Lagerstroemia species</i>	Adaptive	No	10-40	D	Smooth bark, summer flowers, various sizes and colors, tolerates hot dry conditions.	Yes

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Small Trees	Scientific/binomial name	Native/ Adaptive	Deer Resistant	Usual Height (FT.)	Foliage	Comments	Recommended for Planting
Desert Willow	<i>Chilopsis linearis</i>	Native	Yes	20-25	D	Pink or burgundy orchid-like flowers in summer. Full sun / drought tolerant. Spreads via seeds.	Yes
Evergreen Sumac	<i>Rhus virens</i>	Native	Yes	10-20	E	Creamy white flowers in late summer attract bees and butterflies. Red berries in fall attract birds. Fast-growing, disease free, drought tolerant.	Yes
Eve's Necklace	<i>Styphnolobium affine</i> <i>/Sophora affinis</i>	Native	Yes	15-35	D	Wisteria-like rosy-pink flowers, seed pods like black string of beads. Grows in full sun to shade. Low water use, well-drained site, heat tolerant.	Yes
Goldenball Leadtree	<i>Leucaena retusa</i>	Near-Native	No	15-25	D	Bright golden-yellow globe-shaped flowers from spring to fall followed by seed pods. Heat and drought tolerant.	Yes
Guajillo aka Thornless Acacia	<i>Senegalia berlandieri</i>	Near-Native	Yes	8-15	S	Showy ornamental, fragrant flowers. Great honey plant. Drought hardy. Low water use.	Yes
Hawthorn spp.	<i>Crataegus spp.</i>	Native / Adaptive	No	15-35	D	30+ species, usually small trees or shrubs with small white flowers, thorny branches, small red seeds. Different species are adapted to different sites.	Yes
Huisache / Sweet Acacia	<i>Acacia farnesiana</i>	Near-Native	Yes	20-30	D	Often a multi-trunked clump. Thorny. Feathery leaves, fragrant flowers, small seed pods. Aggressive. Tolerates heat, drought, poor soil. Cold sensitive.	Yes
Loquat	<i>Eriobotrya japonica</i>	Adaptive	Yes	15-20	E	Dark green foliage, edible fruit, seeds poisonous. Drought tolerant. Dies in sub 27 F temperatures.	No
Mexican Buckeye	<i>Ungnadia speciosa</i>	Native	Yes	15-25	D	Outstanding specimen tree. Bright pink flowers in spring. Seed pods hold mildly poisonous, glossy, dark-brown seeds. Multi trunk can be trained into a small tree. Drought tolerant. Low water use.	Yes
Mexican Plum	<i>Prunus mexicana</i>	Native	No	20-25	D	Fragrant white blooms in spring, edible fruit. Needs supplemental water in drought. Full sun, part shade. Non-suckering showy accent tree.	Yes

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Small Trees	Scientific/binomial name	Native/ Adaptive	Deer Resistant	Usual Height (FT.)	Foliage	Comments	Recommended for Planting
Mexican Silktassel	<i>Garrya ovata</i>	Native	No	10-20	E	Rocky well drained soils. Fast growing. Disease free. Drought, heat, and cold tolerant.	Yes
Possumhaw	<i>Ilex decidua</i>	Native	Yes	7-15	D	Alkaline, well drained soil. Red berries grow in clusters, a favorite of birds in fall and winter. Full sun or partial shade, drought and heat tolerant.	Yes
Prairie Flameleaf Sumac	<i>Rhus lanceolata</i>	Native	Yes	10-15	D	Red fall color. Tight spike of white flowers at ends of branches in spring. Alkaline soil. Spreads by suckers to form a small colony. Full sun, drought tolerant.	Yes
Retama aka Paloverde	<i>Parkinsonia aculeata</i>	Near- Native	Yes	15-20	D	Green bark, showy yellow flowers, seed pods attract birds. Fast growing, neutral to alkaline well drained soil. Drought tolerant. Multi trunked.	Yes
Roughleaf Dogwood	<i>Cornus drummondii</i>	Native	No	10-20	D	Showy clusters of small white flowers. White fruits eaten by birds. Adaptable, best in moist soil, tolerates dry. Part shade. Spreads by suckers. Good for erosion control.	Yes
Rusty Blackhaw	<i>Viburnum rufidulum</i>	Native	No	10-20	D	White flowers, blue/black fruit. Understory tree. Fall color. Requires well drained soil. Drought tolerant.	Yes
Shantung Maple	<i>Acer truncatum</i>	Adaptive	No	20-25	D	A Texas Superstar™ heat and drought tolerant. Grows in average well-drained soils in full sun to partial shade. Yellow to red fall color.	Yes
Texas Crabapple	<i>Malus ioensis var. texana</i>	Native	No	12-30	D	Ornamental, thorny. Thicket forming via underground rhizomes. Heat and cold tolerant. Low water needs.	Yes
Texas Kidneywood	<i>Eysenhardtia texana</i>	Native	Yes	8-12	D	Attractive wispy form. Easy to grow. Blooms after summer rain. Well drained soil. Low water use.	Yes
Texas Madrone	<i>Arbutus xalapensis</i>	Native	No	20-30	E	Multitrunked, understory, slow growth. Prefers north facing slope, grows best near Ashe Juniper. Drought tolerant. Exfoliating reddish bark, deep taproot.	Yes

## Notes:

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Small Trees	Scientific/binomial name	Native/ Adaptive	Deer Resistant	Usual Height (FT.)	Foliage	Comments	Recommended for Planting
Texas Mountain Laurel	<i>Sophora secundiflora</i>	Native	Yes	15-25	E	Purple flowers similar to wisteria. Slow grower. Heat, drought, cold tolerant. Seeds poisonous.	Yes
Texas Persimmon	<i>Diospyros texana</i>	Native	Yes	10-20	D	Smooth peeling bark, small black edible fruit. Can be an aggressive spreader. Tolerates heat/drought.	Yes
Texas Pistache	<i>Pistacia mexicana</i>	Near- Native	Yes	10-30	E	Alkaline soil, full sun. Tolerates heat, drought. Needs good drainage. Red berries in fall attract birds.	Yes
Texas Redbud	<i>Cercis canadensis ssp. texensis</i>	Native	Yes	15-20	D	Pink to magenta flowers in spring. Grows on thin, calcareous well-drained soils. Sun to partial sun. Heat tolerant, medium drought tolerance.	Yes
Texas Prickly Ash aka Toothache Tree	<i>Zanthoxylum hirsutum</i>	Native	Yes	10-15	D	Birds love summer fruit. Prickly branches, leaves smell like citrus. Low water use, well drained soil.	Yes
Vasey Oak	<i>Quercus vaseyana</i>	Native	No	25-40	S	Good specimen tree for small areas. Heat/drought tolerant. Alkaline soil. Forms thickets.	Yes
Wafer Ash / Hop Tree	<i>Ptelea trifoliata</i>	Native	Yes	10-25	D	Outstanding tree resistant to pests and diseases. Prefers moist deep soil but tolerates dry.	Yes
Wax Myrtle	<i>Morella cerifera</i>	Adaptive	Yes	12-20	E	Dense leaves. Frequently used as a hedge. Purple seeds on female. Attracts birds. Slightly acidic moist soil. Tolerates drought.	Yes
Weeping Yaupon	<i>Ilex vomitoria 'Pendula'</i>	Hybrid of Native	Yes	15-30	E	Grows best in acidic moist soil, tolerates dry. Red berries in fall attract birds. Full sun to partial shade.	Yes
White Shin Oak	<i>Quercus sinuata var. breviloba</i>	Native	No	12-40	D	Grows single trunk in hard limestone soil; thicket forming in light soil or if roots disturbed. Pale gray, shaggy bark on older trees. Heat / drought tolerant.	Yes
Yaupon	<i>Ilex vomitoria</i>	Native	Yes	15-20	E	Grows well in poor soil. Bushy but can be pruned into small tree. Red berries in fall attract birds. Drought and heat tolerant.	Yes
Misc. Acacias	<i>Acacia species</i>	Varies	Yes	Varies	D	Thorny. Drought tolerant. Cold sensitive.	Yes

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Small Trees	Scientific/binomial name	Native/ Adaptive	Deer Resistant	Usual Height (FT.)	Foliage	Comments	Recommended for Planting
Misc. Conifers	<i>Pinaceae family</i>	Varies	Yes	15-50	E	8 native conifer species in Texas. Typically narrow habit, aromatic scale-like leaves, small cones. Most grow poorly in limestone-based soils.	Local natives only
Misc. Maples / Other	Various	Native / Adaptive	No	Varies	D	Additional Near-Native and Adaptive landscape trees occur in the area.	No
Misc. Oaks	<i>Quercus species</i>	Varies	No	Varies		Additional Near-Native and Adaptive landscape trees occur in the area.	No
Palm species	<i>Arecaceae family</i>	Native / Adaptive	Yes	Varies	E	Texas Sabal, south Texas native, planted in Kerrville. Non-natives planted. Sensitive to extended freeze.	No

Notes:  
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Common Invasives	Scientific/binomial name	Usual Height (FT.)	Foliage	Comments - These are all listed on the <a href="https://www.texasinvasives.org">TexasInvasives.org</a> website.	Recommended for Planting
Callery Pear	<i>Pyrus calleryana</i>	20-50	D	The parent rootstock of the "Bradford" / "Aristocrat" and other cultivars. Cultivars can cross-pollinate with other cultivars, produce viable seeds, and escape to invade disturbed areas. Native to Asia, cultivars widely planted in Texas, especially in small spaces and on commercial development sites due to price, availability, tolerance of a wide range of soils, conditions, drought.	No
Chinaberry	<i>Melia azedarach</i>	40	D	A common shade tree of old homesteads and unmaintained areas. Has naturalized throughout central Texas, especially along river bottoms and streams. One of the top ten invasive exotic species in Texas.	No
Chinese Parasoltree	<i>Firmiana simplex</i>	35-50	D	Prolific seed production, quick growth and aggressive competition. Prefers moist areas. Often found growing along roadsides and other disturbed areas.	No
Chinese Pistache	<i>Pistacia chinensis</i>	25-35	D	Has been invading natural areas in Central Texas, including ranchland and forested/riparian areas. It will replace native plants, thereby altering the habitat for native animals and plants. Widely planted as an urban street tree.	No
Chinese Privet and other privets	<i>Ligustrum sinense and others</i>	8-20	E	Aggressive and troublesome invasives, often forming dense thickets, particularly in bottom-land forests and along fencerows. Colonize by root sprouts and spread widely by abundant bird- and animal-dispersed seeds.	No
Chinese Tallow	<i>Triadica sebifera</i>	20-50	D	Alters light availability for other plant species. Toxins in fallen leaves create unfavorable soil conditions for native plant species. Outcompetes native plants, reducing habitat for wildlife and forage areas for livestock.	No
Golden Rain Tree	<i>Koelreuteria paniculata</i>	30-40	D	Introduced from China as an ornamental tree. It is a fast grower and has great seed viability.	No
Mimosa aka Silk Tree	<i>Albizia julibrissin</i>	20-40	D	Because it can grow in a variety of soils, produce large seed crops, and resprout when damaged, it is a strong competitor to native trees and shrubs. Occurs on dry-to-wet sites and spreads along stream banks. Prefers open conditions but also persists in shade.	No

Notes:

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Common Invasives	Scientific/binomial name	Usual Height (FT.)	Foliage	Comments - These are all listed on the <a href="https://www.texasinvasives.org">TexasInvasives.org</a> website.	Recommended for Planting
Paper Mulberry	<i>Broussonetia papyrifera</i>	30-60	D	May be confused with exotic white mulberry and native red mulberry, basswood, and white poplar. Shallow root system makes it susceptible to blow over in high winds. Spreads by seeds and new plants from it's roots.	No
Princess Tree	<i>Paulonia tomentosa</i>	30-60	D	Common around old homes, on roadsides, riparian areas, and forest margins in infested areas. Spreads by wind- and water- dispersed seeds. Invades after fire, harvesting, and other disturbances. Forms colonies from root sprouts.	No
Siberian Elm	<i>Ulmus pumila</i>	50-70	D	Looks similar to other elms. Thickets of fast growing seedlings quickly overtake native vegetation. Wind carries seed. Prairies and stream banks are vulnerable. Fast growing, short-lived, and disease prone.	No
Tree-of-Heaven	<i>Ailanthus altissima</i>	60-80	D	A prolific seed producer, grows rapidly, can overrun native vegetation and form an impenetrable thicket. Produces toxins that prevent the establishment of other plant species. Root system is aggressive enough to cause damage to sewers and foundations. The invasive Spotted Lanternfly is an insect that uses this tree in its native range; having wild populations of the tree is concerning. The tree can create a 'host plant superhighway' allowing Spotted Lanternfly to spread throughout the country.	No
Vitex aka Chaste Tree	<i>Vitex agnus-castus</i>	10-20	D	Texas Superstar plant sold as a landscape tree in nurseries. Native to Europe and Asia. Has been found in limestone outcrops and dry creek beds throughout Central Texas. Outcompetes native vegetation.	No
White Mulberry	<i>Morus alba</i>	30-50	D	The "fruitless" mulberry planted in many Texas landscapes. Native to Asia. Displaces native species, possibly hybridizing with and transmitting a root disease to the native red mulberry.	No

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**TABLE 2.0**  
**TREE PRESERVATION CATEGORIES AND PRESERVATION RATES**

	"Large Tree Species"	"Small Tree Species"	Preservation Requirement
<b>Standard Category</b>	Large Tree Species that are: 8" to 24" caliper	Small Tree Species that are: 6" to 8" caliper	40% of the total protected inches or area, if alternative tree stand option used
<b>Heritage Category</b>	Large Tree Species that are: Greater than 24" caliper	Any Small Tree Species that are: Greater than 8" caliper	60% of the total protected inches or area, if alternative tree stand option used
<b>100 Year Floodplain Category</b>	All Protected and Heritage Category Trees	All Protected and Heritage Category Trees	80% of the total protected inches or area, if alternative tree delineation stand option used

## **COVER PAGE**

**“Tree Ordinance” – Ord. No. 2025-01**

**Attached:**

- 1) Draft of Ordinance – revisions made in conformance with Council’s review and motion at previous meeting**
- 2) Pages from previous draft provided to Council – changes redlined**

# DRAFT 1/23/25

## CITY OF KERRVILLE, TEXAS ORDINANCE NO. 2025-01

AN ORDINANCE AMENDING CHAPTER 46 “ENVIRONMENT” OF THE CITY’S CODE OF ORDINANCES BY ADDING A NEW ARTICLE II “TREE PRESERVATION”, WHICH ADOPTS REGULATIONS FOR THE PRESERVATION OF TREES; PROVIDING FOR PENALTIES NOT TO EXCEED \$2000.00; ORDERING PUBLICATION; PROVIDING AN EFFECTIVE DATE; AND PROVIDING OTHER MATTERS RELATED TO THE SUBJECT

**WHEREAS**, the City of Kerrville (City) is located within the scenic Texas hill country with its abundance of wildlife, scenic views, and natural beauty; and

**WHEREAS**, City Council of the City (City Council) recognizes the value that trees add to the community as beautiful iconic backdrops to the scenery, shady respites from the Texas heat, and ecological benefits that improve air quality while providing food and shelter for wildlife; and

**WHEREAS**, City Council seeks to promote the public health, safety, and general welfare of the City and the safe, orderly, and healthful development of the City, by prioritizing the preservation of trees; and

**WHEREAS**, pursuant to the City’s Comprehensive Plan (*Kerrville 2050*), Kerrville citizens and community members “voiced” their collective opinion that areas trees, particularly those considered significant specimen or heritage trees, should be valued, celebrated, and protected; and

**WHEREAS**, in addition, *Kerrville 2050* specifically provides that trees dotting the landscape of Kerrville and the surrounding Hill Country are an important community asset; contribute to the beauty of the surrounding landscape, reduce pollution and runoff, and enhance property values; and that trees can be cut down and cleared quickly, but they cannot be easily replaced; and

**WHEREAS**, with these views in mind, *Kerrville 2050* stated that a tree preservation strategy and a planting plan for City-owned property and public spaces should be considered; and

**WHEREAS**, *Kerrville 2050* also provided that the City should consider tree preservation in order to encourage limited tree removal as a way to ensure any removal is done thoughtfully and responsibly, thereby protecting property values and the natural beauty of the community; and



**WHEREAS**, on October 22, 2022, City Council adopted Resolution No. 67-2022, which adopted a *Tree Preservation Policy* for the City; and

**WHEREAS**, City Council finds that removing all or most of the trees on any property is not beneficial to the hill country environment; and

**WHEREAS**, City Council finds that regulating the removal of trees helps preserve the hill country landscape and water resources; and

**WHEREAS**, City Council has determined that reasonable rules and regulations governing tree preservation are necessary to maintain water quality, protect the region's livability, preserve property values, and reinforce Kerrville's significance within the Hill Country; and

**WHEREAS**, pursuant to Texas Local Government Code Section 51.001, the City has general authority to adopt an ordinance or police regulation that is for the good government, peace, or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

**WHEREAS**, City Council finds that it is necessary and proper for the good government, peace, or order of the City to adopt an ordinance regulating the removal of specified trees;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KERRVILLE, KERR COUNTY, TEXAS:**

**SECTION ONE.** The facts, recitations, and findings contained in the preamble of this Ordinance are found to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

**SECTION TWO.** Chapter 46 "Environment" of the Code of Ordinances of the City of Kerrville, Texas, is amended by adding a new Article II "Tree Preservation", as provided for in **Exhibit A**, which is attached and hereby adopted.

**SECTION THREE.** The City Secretary is authorized and directed to submit this Ordinance to the publisher of the City's Code of Ordinances and the publisher is authorized to amend said Code to reflect the provisions adopted herein, to correct typographical errors, and to index, format, number, and letter paragraphs to the existing Code as appropriate.

**SECTION FOUR.** The provisions of this Ordinance repeal and replace all previous ordinances concerning the subject matter provided herein.

**SECTION FIVE.** It is officially found and determined that the meetings at which this Ordinance is passed were open to the public as required and that

public notice of the time, place, and purpose of said meetings was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

**SECTION SIX.** If any section, subsection, sentence, clause, or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this Ordinance. City Council declares that it would have passed this Ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

**SECTION SEVEN.** The penalty for violation of this Ordinance shall be in accordance with the general penalty provisions contained in Section 1-7 of the Code of Ordinances of the City of Kerrville, Texas and specifically a fine not exceeding TWO THOUSAND AND XX/100 DOLLARS (\$2000.00) per day for each violation hereof.

**SECTION EIGHT.** Pursuant to Texas Local Government Code §52.013(a) and Section 3.07 of the City's Charter, the City Secretary is authorized and directed to publish the descriptive caption of this Ordinance in a newspaper of general circulation and in the manner and for the length of time prescribed by the law as an alternative method of publication.

**SECTION NINE.** This Ordinance shall become effective immediately upon the expiration of ten days following publication, as provided for by Section 3.07 of the City Charter.

**SECTION TEN.** City Council directs the City Manager to report back to Council on or before the expiration of 180 days of the Effective Date of this Ordinance as to its implementation and whether any amendments need to be made.

PASSED AND APPROVED ON FIRST READING, this the 14<sup>th</sup> day of January A.D., 2025.

PASSED AND APPROVED ON SECOND AND FINAL READING, this the \_\_\_\_ day of \_\_\_\_\_, A.D., 2025.



\_\_\_\_\_  
Joe Herring Jr., Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Michael C. Hayes, City Attorney

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

## EXHIBIT A

### “CHAPTER 46 ENVIRONMENT

#### ARTICLE II. – TREE PRESERVATION

##### Sec. 104-1. - Purpose.

This article implements the following provisions of the Kerrville Comprehensive Plan (Kerrville 2050) and includes these goals as its purposes:

- (1) Preserve the neighborhood character of Kerrville;
- (2) Improve the quality of living for Kerrville citizens;
- (3) Preserve and enhance the rural atmosphere of Kerrville;
- (4) Responsibly protect the natural environmental resources of Kerrville;
- (5) Preserve the rugged beauty and natural environment that defines the Hill Country character of Kerrville and makes it a unique and desirable community; and
- (6) Prevent the clear-cutting of land as provided within this article.

##### Sec. 104-2. Definitions.

Caliper inch means the diameter, or width, of a tree measured at a height 4.5 feet above the natural grade.

City means the City of Kerrville, Texas.

City Council means the City Council of the City of Kerrville, Texas.

City Manager means the City's City Manager or designee.

Development means any development activity occurring on property subject to this article, to include construction activities and/or clearing, grading, excavating, or filling of land, or any other site work that may damage or destroy a protected tree.

Development Services means the City department designated by the City Manager for applying and enforcing these regulations.

*Dripline* means the area of ground surrounding the trunk of a tree considered essential to protecting the root structure of a tree. The dripline is calculated at 1 foot for every 1 caliper inch.

*Heritage tree* means any i) large tree species with a width greater than 24 caliper inches; or, ii) small tree species with a width greater than 8 caliper inches, such species as designated in **Table 1**.

*Preservation rate* means the caliper inches or area of trees to be preserved on a property as calculated for each tree preservation category, such rates found in **Table 2**. Examples are as follows:

*Example:* Preservation rate for “Large Tree Species” (see **Table 1**) where the caliper inches onsite = 10,000”; Preservation rate = 40% of total protected inches →  $10,000 \text{ inches} \times 40\% = 4,000$  caliper inches of this tree type shall be preserved.

*Example:* Preservation rate for “Small Tree Species” (see **Table 1**) where the caliper inches onsite = 1,000”; Preservation rate = 40% of total protected inches →  $1,000 \text{ inches} \times 40\% = 400$  caliper inches of this tree type shall be preserved.

*Example:* Preservation rate for “Heritage trees” (see **Table 1**) where the caliper inches onsite = 1,000”; Preservation rate = 60% of total protected inches →  $1,000 \text{ inches} \times 60\% = 600$  caliper inches of this tree type shall be preserved.

*Example:* Preservation rate for protected trees located within the 100 year floodplain = 80% of total protected inches.

*Protected tree* means the following trees that by virtue of species and size are protected by this article and which are listed in **Table 1**, to be periodically reviewed by the City Manager:

(1) Standard tree;

(2) Heritage tree.

*Standard tree* means any i) large tree species with a width equal to or greater than 8.0 caliper inches but less than 24.0 caliper inches; or, ii) small tree species with a width equal to or greater than 6.0 caliper inches but less than 8.0 caliper inches, such species as designated in **Table 1**.



Tree survey means a plan or drawing to scale that identifies the exact size, location, condition (healthy, dead, or declining), and species of protected trees and the disposition of each protected tree during development. The plan shall indicate whether each protected tree is to be preserved or removed to comply with the preservation rate as described in Table 2. The plan shall indicate the location and types of treatments to be utilized to protect trees during development such as fencing, mulching, root pruning, and other measures.

#### **TABLE 1\* TREE PRESERVATION LIST**

#### **TABLE 2\* PROTECTED TREES AND TREE PRESERVATION RATES**

*(\* NOTE: Tables are attached and will be included within Code of Ordinances.)*

#### **Sec. 104-3. Applicability.**

All new development within the City occurring on unplatted property greater than 1.0 acre, is subject to this article.

#### **Sec. 104-4. Exceptions.**

The following situations and actions are exempt from the provisions of this article:

- (1) Existing platted lots, whether developed or not, prior to the effective date of this article.
- (2) Regular maintenance of trees to include trimming and pruning, especially as it relates to oak wilt and other diseases or strategies to address pest control.
- (3) During the period of or following a significant weather event, such as a tornado, storm, flood, or other act of God, City Council may waive the requirements of this article for an affected area or areas and for a specified period.
- (4) Utility companies franchised or otherwise authorized to provide utility service may remove protected trees that endanger public health, safety, and welfare by interfering with utility service, provided that any removal is the minimum necessary for the utilities to function properly and no other alternative is available.
- (5) Mowing, clearing, and grubbing of brush located within or under the drip lines of protected trees is allowed, provided such mowing, clearing,

or grubbing is not conducted by use of bulldozers, loaders, or other construction or earth-moving equipment.

(6) Areas contained within public and private rights-of-way or utility or drainage easements, provided that any removal is necessary for the rights-of-way and easements to function properly.

(7) All governmental functions and activities of the City and other governmental entities.

#### **Sec. 104-5. Permit for tree removal.**

(a) *Applicability.* An owner of property subject to this article shall submit a tree removal permit application and any associated permit application fees established by the City to Development Services in conformance with the requirements of this section. A permit is required even where an owner or applicant believes no protected trees exist on the subject property. The permit and the tree survey shall thereafter apply to a property.

(b) *Permit information.* Development Services shall maintain applications for a tree removal permit, such application to require the submission of a tree survey.

(c) *Protection of property.* An applicant shall not attempt to circumvent the preservation rate through the filing of multiple applications; and toward this end, the City may require an owner to protect trees located on the property through restrictive covenants, conservation easements, or equivalent methods.

#### **Sec. 104-6. Protected trees: removal, replacement, and mitigation.**

(a) *Removal of protected trees.* It is unlawful for any person, directly or indirectly, to cut down, destroy, remove, or perform any other action which effectively destroys through damaging, any protected tree within the City without first obtaining a tree removal permit from Development Services.

(b) *Replacement Trees.* **Table 2** specifies the required preservation rate that property owners shall maintain for the protection of trees. Should an owner seek a lower preservation rate than what this article requires based upon proposed development and construction plans, the tree removal permit shall require the owner to plant a replacement tree(s) as follows:



- (1) Standard tree(s) replacement having a caliper inch equal to that of the tree(s) to be removed (1:1 replacement) at least equal to the preservation rate.
  - (2) Heritage tree having a caliper inch equal to three times that of the tree(s) to be removed (3:1 replacement) at least equal to the preservation rate.
  - (3) Such replacement trees must have a minimum caliper inch of two inches and a minimum height of at least 8.0 feet when planted. In addition, no more than 30 percent of replacement trees may be of the same species.
  - (4) All replacement trees shall be planted and cared for to maintain a healthy growing condition and for which the tree(s) shall live for at least one year.
  - (5) After planting a replacement tree, a property owner shall replace such tree with another tree if the replacement tree dies within one year from the date of its planting and a new one year warranty period shall start for that tree.
  - (6) The City Manager may assess the value of established smaller trees or clumps of trees which individually do not meet the caliper inches applicable to a protected tree, but that taken together, meet the intent of this article so that the addition of replacement trees may not be required.
  - (7) Only those trees indicated in **Table 1**, as periodically and consistently reviewed and approved by the City Manager, shall satisfy the tree replanting requirements contained herein.
- (c) *Mitigation fee in lieu of replacement.* A person may pay a mitigation fee to the City instead of providing replacement trees required by this article as follows:
- (1) This provision is limited to 50 percent of the required protected tree replacement.
  - (2) The per-caliper-inch cash value for replacement trees and planting is set out in the City's fee schedule and applied per caliper inch. City Council will consider the appropriate fee amount during its adoption of the City's Fee Schedule.

- (3) The City shall deposit payments for the tree mitigation fee into its tree replacement fund, which the City will restrict to pay for replacement trees within City parks and other public spaces or the acquisition of land, to include easements, for conservation.

#### **Sec. 104-7 Tree Preservation Incentives.**

A person may apply for incentives for tree preservation as follows:

- (1) *Parking Space Reduction.* Upon application and verification by Development Services, an individual shall be entitled to a reduction in the minimum parking requirements to help meet the tree preservation rate. For the purpose of providing an incentive, the City Manager may reduce minimum parking requirements by 1 parking space for every 4 caliper inches of trees that have been protected or mitigated on a site. However, the City Manager may not waive more than 15 percent of required spaces.
- (2) *Sidewalks.* Upon application, the City's Planning and Zoning Commission may determine that preservation of trees warrants the elimination, reduction in width, alternative routing, or modification to the sidewalk and curb requirements in accordance with the tree preservation rates.

#### **Sec. 104-8. Tree protection measures.**

The following tree protection measures are required for a property subject to this article for which development is planned:

- (1) the property owner shall establish and maintain a root protection zone and install four-foot high plastic (or equivalent) safety fencing outside the drip line of protected trees for the duration of development. It is unlawful to prune any tree to reduce the root protection zone.
- (2) the property owner shall prohibit the cleaning of equipment or materials and/or the disposal of any waste material, including paint, oil, solvents, asphalt, concrete, mortar, and similar products under the canopy or within the drip line of any protected tree.
- (3) It is unlawful to attach any attachments or wires of any kind, other than those of a protective nature, to any protected tree during development.



- (4) Where major grade changes of 6 inches or greater results from placement of fill material, the property owner shall construct a retaining wall or tree well of rock, brick, landscape timbers, or other approved materials around a protected tree no closer than 6 feet from the trunk of the trees. The top of the retaining wall or tree well will be considered the new finished grade.
- (5) Unless otherwise approved by the City Manager, no development shall occur within the drip line of any protected tree.
- (6) Any trees removed shall be chipped or hauled off-site within 30 days of the time the trees were removed.

#### **Sec. 104-9. Penalty upon failure to comply.**

- (a) Any person violating or failing to comply with any provision of this article shall be fined a minimum of \$250.00 and a maximum of \$2000.00. Each tree illegally removed or damaged in violation of this article shall constitute a separate offense.
- (b) Failure of any person to follow the procedures of this article shall constitute grounds for the City withholding or revoking site plan approval, building permits, occupancy permits, or any other approvals necessary to continue development. Such sanctions may be instituted immediately at the direction of the City Manager. In the case of emergency to prevent the unauthorized removal of a protected tree(s), the City Attorney may petition a court of competent jurisdiction for injunctive relief seeking compliance with this subsection.
- (c) In addition to any other remedies or penalties contained herein, the City may enforce the provisions of this article pursuant to the applicable provisions of Chapter 54 of the Texas Local Government Code, which chapter provides for the enforcement of municipal ordinances.

#### **Sec. 104-10. Jurisdiction.**

- (a) To ensure compatibility with the City's comprehensive plan and this article, the City Manager has the authority to review and act on all tree removal permits for commercial and residential developments within the City. Plans shall be approved, approved with conditions, or denied. The City Manager shall provide comments to the property owner or designated representative as to the disposition of each tree removal permit application.

(b) Any applicant or party aggrieved by a decision of the City Manager may appeal such decision to the City's Planning and Zoning Commission. Such notice of appeal must be filed with the Development Services within ten working days of the decision in question. Such appeal shall stay the issuance of a building permit. Following a decision by the Planning and Zoning Commission, the applicant may appeal this decision to the City Council.

#### **Sec. 104-11. Enforcement.**

The City Manager is authorized to enforce this article and may serve notice to any person in violation thereof or institute legal proceedings, as may be required.

#### **Sec. 104-12. Variances.**

(a) Variances to the terms of this article may be granted by the City's Planning and Zoning Commission where a literal enforcement of the provisions of this article will result in unnecessary hardship. A variance request must be submitted to Development Services in writing setting out the basis for the request. No variance shall be granted unless:

(1) a variance will not be contrary to public interest;

(2) a variance will be in harmony with the spirit and purposes of this article;

(3) the plight of the owner of the property for which the variance is sought is due to unique circumstances existing on the property, and the unique circumstances were not created by the owner of the property and are not merely financial; and

(4) a variance will not substantially weaken the general purposes of this article.

(b) After review of the variance request, Planning and Zoning Commission may:

(1) approve the variance;

(2) deny the variance; or

(3) grant the variance with such conditions as may be necessary for the furtherance of the purposes of municipal tree preservation in keeping with the spirit and intent of the ordinance.



(c) An applicant may appeal a decision by the Planning and Zoning commission to City Council.

**Sec. 104-13. Liability.**

Nothing in this article shall be deemed to impose any liability for damages or a duty of care and maintenance upon the City or upon any of its officers or employees. The person in possession of public property or the owner of any private property shall have a duty to keep the trees and landscaping upon the property and under their control in a safe, healthy condition. Any person who feels a tree located on property possessed, owned, or controlled by them is a danger to the safety of themselves, others, or structural improvements on-site or off-site shall have an obligation to secure the area around the tree or support the tree, as appropriate to safeguard both persons and improvements from harm.”



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

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**CAPTION:** Resolution No. 05-2025 Adopting the City of Kerrville "City Walls Program", a City effort to help curate and exhibit quality art within City buildings, such as City Hall, the library, the Cailloux Theater, and Public Safety Facility; the City will at times partner with other organizations, such as the Kerrville Convention and Visitors Bureau, to showcase artists' works; and authorizing the City Manager to act as the authorized representative in all matters pertaining to the program. (*M Hornes, Assistant City Manager/ Katharine Boyette, Community Arts Program Director*)

**AGENDA DATE:** January 28, 2025

**DATE SUBMITTED:** 01/03/2025

**SUBMITTED BY:**

Michael Hornes, Assistant City Manager

**EXHIBITS:**

1. 20150128\_Reso No 05-2025\_Public Art

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**Expenditure:**

**Account Number:**

**Payment to/Vendor  
name:**

**Amount Budgeted:**

**Account Balance:**

**Kerrville 2050 Item?**

Yes

**Key Priority Area:**

C – Community/Neighborhood

**SUMMARY:**

City of Kerrville, through its City Walls Program presents a program that curates and exhibits quality art in City owned buildings. This showcase of art, rotating exhibition, features artwork by local artists. The program, the Kerrville CVB, presents Kerr-County based artists' paintings, prints, photographs, and mixed-media works, which depict the people, places and feelings that make the area special, through the lenses of diverse artists. The art will be managed by the Kerrville CVB and located at City facilities. Many of the pieces are available for purchase. In order to promote broad public access to the collection, an on-line database is available for viewing. The program will start in City Hall and expand to other facilities such as the library and Cailloux Theater.

**RECOMMENDED ACTION:**

Approve Resolution No. 05-2025 for public art in City facilities.



**CITY OF KERRVILLE, TEXAS  
RESOLUTION NO. 05-2025**

**A RESOLUTION ADOPTING THE CITY OF KERRVILLE “CITY WALLS PROGRAM”, A CITY EFFORT TO HELP CURATE AND EXHIBIT QUALITY ART WITHIN CITY BUILDINGS, SUCH AS CITY HALL, THE LIBRARY, THE CAILLOUX THEATER, AND PUBLIC SAFETY FACILITY; THE CITY WILL AT TIMES PARTNER WITH OTHER ORGANIZATIONS, SUCH AS THE KERRVILLE CONVENTION AND VISITORS BUREAU, TO SHOWCASE ARTISTS’ WORKS; AND AUTHORIZING THE CITY MANAGER TO ACT AS THE AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE PROGRAM**

**WHEREAS**, the City of Kerrville, pursuant to the vision statement and strategies toward Community and Neighborhood Character/Placemaking found within the City’s Comprehensive Plan (*Kerrville 2050*), desires to develop and enhance the local art community; and

**WHEREAS**, the City finds that one way of furthering this goal is for the City to allow for the use of various City-owned properties to display artworks from local artists; and

**WHEREAS**, the City recognizes the importance of local partners in pursuing this goal and as such, will initially work with the Kerrville Convention and Visitors Bureau (KCVB) to showcase art and rotate exhibitions; and

**WHEREAS**, the City and KCVB anticipate the display of artworks such as paintings, prints, photographs, and mixed-media works, which will depict the people, places, and feelings that make the Kerrville area special; and

**WHEREAS**, City staff and the CVB worked to develop the *City Walls Program* (Program), as attached, which will guide the submission, display, and use of art work, and recommend that the City Council adopt this Program; and

**WHEREAS**, City Council finds it to be in the public interest adopt the Program as presented and to authorize the City Manager to act as the City’s authorized representative in all matters pursuant to the Program;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF  
THE CITY OF KERRVILLE, KERR COUNTY, TEXAS:**

**SECTION ONE.** City Council adopts the *City Walls Program*, see **Exhibit A**.

**SECTION TWO.** City Council authorizes the City to partner with the Kerrville Convention and Visitors Bureau in the implementation and management of the Program.

**SECTION THREE.** The City Manager is designated as the City's representative for the Program and as such, may act in all matters in connection with the Program, to include developing and approving an artist entry form and loan agreement and making changes to the Program, to include adding or removing partners, adding or removing City buildings, and making other changes to improve the efficiency and effectiveness of the Program.

PASSED AND APPROVED on this the \_\_\_\_ day of \_\_\_\_\_, A.D., 2025.

\_\_\_\_\_  
Joe Herring, Jr., Mayor

ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Michael C. Hayes, City Attorney



## **EXHIBIT A**

### **CITY WALLS PROGRAM**

#### **Overview**

The City of Kerrville (City), through this City Walls Program (Program), presents a program that curates and exhibits quality art in City-owned buildings. This showcase of art, as a rotating exhibition, features artwork by local artists.

The Program presents Kerr County-based artists' paintings, prints, photographs, and mixed-media works; the artwork depicts the people, places, and feelings that make the area special, through the lenses of various artists and their mediums.

The art will be located at City venues and many of the pieces are available for purchase. In order to promote broad public access to the collection, an on-line database is available for viewing. Neither Kerrville City Hall nor any other City-owned building is a traditional gallery-style venue.

#### **Policy**

1. The City respects the freedom of expression of visual art. However, Kerrville City Hall and any other City buildings where art is displayed do not function as a traditional art gallery or museum.
2. The City reserves the right to allow the installation and display of artwork and to remove or relocate artwork at its sole discretion.
3. The display of artwork in City Hall and any other City building does not create a public forum.
4. Artwork displayed within City Hall and the City's other buildings must be appropriate to an office setting and for viewing by public officials, City employees, and citizens, including children, who are working within or visiting City Hall and the other buildings in an effort to transact business.
5. The City Manager, or designee (Program Manager), shall review each proposal and shall provide written notice to the applicant as to acceptance, modification, or rejection of the proposal. The Program Manager may designate a selection panel to assist in such evaluations.

#### **Eligibility Requirements**

The Program is open to all citizens, artists, and artist teams, including high school and university students who work, reside, or attend school in Kerr County. Artists who are new to the field of civic art are especially encouraged to apply. All applicants, without regard to race, sex, religion, nationality, origin, sexual orientation, or disability will be considered.



## **Terms of Loan and Loan Agreement**

The artwork will be on loan to the City by the artist or organization (Lender) at no cost to the City. The Lender is responsible for the cost of delivery and installation of the artwork. Installation must conform to plans approved by the Program Manager. The Program Manager shall decide the placement or arrangement of pieces. Each Lender shall submit an executed loan agreement provided by the City. The terms of this Program are incorporated into that agreement. The City will consider any artwork not removed and picked up by the loan agreement's end date as abandoned property.

## **Removal and Relocation of Artwork**

The City respects freedom of expression in visual art. However, the Kerrville City Hall and other City-owned buildings do not function as an art gallery or museum. These buildings are frequented by citizens and visitors with diverse opinions and backgrounds who come to conduct business with the City. The Program Manager will select artwork that is suitable and appropriate in theme, quality, and to the functions of City Hall or other buildings. If the Program Manager receives a complaint about a particular work of art as being derisive, vulgar, gruesome, or otherwise offensive, the Program Manager shall review the complaint and make a determination. The Program Manager retains sole discretion on whether to remove or relocate artwork subject to a complaint.

## **Insurance**

The City provides insurance for artwork loaned to the City for exhibition. However, the City disclaims liability up to the policy's deductible and in excess of the policy limits. The City will take every reasonable precaution to secure the safety of artwork on loan to the City but is not responsible for damage or theft except as covered under its insurance policy. The Lender assumes all uncovered risks.

## **How to Submit Entries**

Please submit the following for consideration:

- Completed Artist Entry Form.
- Artists may submit up to five different artworks to be considered (jpeg format).
- Entries may be submitted via email, mail, and/or in person to: Katharine Boyette at [arts@kerrvilletexascvb.com](mailto:arts@kerrvilletexascvb.com), or 2108 Sidney Baker St. Kerrville, TX 78028 or to anyone else designated by the Program Manager.
- Incomplete submissions will not be considered.

## **Design Guidelines**

- Only 2D artwork will be considered; the City cannot accommodate artists who exhibit artwork that requires the use of special equipment (computers, projectors, multimedia devices, etc.).
- Artwork must not contain copyrighted or trademarked material, corporate or organizational branding, or obscene references/imagery.
- For 2D artwork, the size cannot exceed 6 X 6 feet.
- Please upload/submit high-resolution digital images in JPEG or PDF format.



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

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**CAPTION:** Resolution No. 04-2025. A Resolution approving an amendment to the Kerrville River Trail Master Plan. (*Shane Heffernan, Interim Director of Parks & Recreation*)

**AGENDA DATE:** January 28, 2025

**DATE SUBMITTED:** 12/17/2024

**SUBMITTED BY:**

Ashlea Boyle, Director of Parks & Recreation

**EXHIBITS:**

1. 20250128\_ Reso No 04-2025 River Trail Master Plan Update

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**Expenditure:** N/A

**Amount Budgeted:** N/A

**Account Number:** N/A

**Account Balance:** N/A

**Payment to/Vendor name:** N/A

**Kerrville 2050 Item?**

Yes

**Key Priority Area:**

P – Parks/Open Space/River Corridor

**SUMMARY:**

In July 2019, the Kerrville City Council adopted Resolution No. 27-2019, which amended the Kerrville River Trail Master Plan. Since then, progress has been made in planning and development, including adopting the updated Parks and Recreation Master Plan in 2022 and the Singing Wind Park Master Plan shortly thereafter. These subsequent plans reflect evolving priorities, community needs, and new opportunities for growth within Kerrville's parks and recreation system.

Given the changes and advancements since 2019, the Kerrville River Trail Master Plan requires an update to align with these master plans. Updating the River Trail Master Plan ensures consistency with the city's long-term vision and plans, addresses current trends and opportunities, and provides a clear plan for expanding and enhancing the River Trail system pursuant to funding and easement acquisitions. It's important to remember that this is a master plan, not a design or construction plan. This means it serves as a guiding framework for future development rather than a definitive plan for implementation.

The amended master plan includes several key updates to improve connectivity and

address feasibility challenges. The map reflects the downtown extension outlined in the previously adopted plan (previously shown as proposed) and incorporates newly constructed connections to Flat Rock Park and the Veterans Affairs facility. The Singing Wind connection between East Main Street and Olympic Drive has also been added to enhance trail accessibility, pursuant to the master plans. It is consistent with the Kerrville Urban Trail System (KUTS) plan.

The Southbank extension from Granger MacDonald Park to the Francisco Lemos area has been removed from the master plan due to findings in the River Trail West (Nimitz Lake) Concept Study prepared by Hewitt Engineering. The study identified significant challenges, including steep slopes requiring multiple switchbacks, safety and emergency access concerns, regulatory constraints around the Water Treatment Facility, and high construction costs. Based on these findings, staff recommends concluding the trail at Granger MacDonald Park as the most cost-effective and practical solution.

The Parks and Recreation Advisory Board unanimously approved the Kerrville River Trail Master Plan Amendment at their regular meeting on December 12, 2024.

Staff recommends the adoption of the resolution amending the Kerrville River Trail Master Plan as presented.

**RECOMMENDED ACTION:**

Approve Resolution No. 04-2025.

**CITY OF KERRVILLE, TEXAS  
RESOLUTION NO. 04-2025**

**A RESOLUTION APPROVING AN AMENDMENT TO  
THE KERRVILLE RIVER TRAIL MASTER PLAN**

**WHEREAS**, the City owns and maintains a number of parks and recreational areas that are intended to be used by and to benefit the public; and

**WHEREAS**, in September 2008, City Council adopted Resolution 74-2008, which adopted the *Kerrville Parks, Recreation, and Open Spaces Master Plan*, which included the *Kerrville River Trail Master Plan*; and

**WHEREAS**, in 2011, City Council approved funding for the construction of a six mile river trail to be created and maintained by the city as part of the City's parks; and

**WHEREAS**, in 2019 City Council adopted Resolution 27-019, which adopted an updated *Kerrville River Trail Master Plan*; and

**WHEREAS**, in September 2022, City Council adopted Resolution 56-2022 approving the *Singing Wind Park Master Plan*, which included extensions of the Kerrville River Trail; and

**WHEREAS**, the Kerrville River Trail currently consists of approximately six miles of concrete trail; and

**WHEREAS**, City staff recently updated the Kerrville River Trail Master Plan by amending it to remove the proposed section of the river trail from the Riverside Nature Center to Granger MacDonald Park and adding several extensions; and

**WHEREAS**, on December 12, 2024, the City's Parks and Recreation Advisory Board reviewed and approved the update to the Kerrville River Trail Master Plan and recommended its adoption by City Council; and

**WHEREAS**, the City Council finds it to be in the public interest to adopt the *Kerrville River Trail Master Plan*, as amended;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KERRVILLE, KERR COUNTY, TEXAS:**

**SECTION ONE.** City Council adopts the document titled the *Kerrville River Trail Master Plan*, which is attached as **Exhibit A**, and amends the existing plan.

**SECTION TWO.** City Council hereby repeals Resolution No. 27-2019.


PASSED AND APPROVED ON this the \_\_\_\_\_ day of \_\_\_\_\_,  
A.D., 2025.

\_\_\_\_\_  
Joe Herring Jr., Mayor

ATTEST:

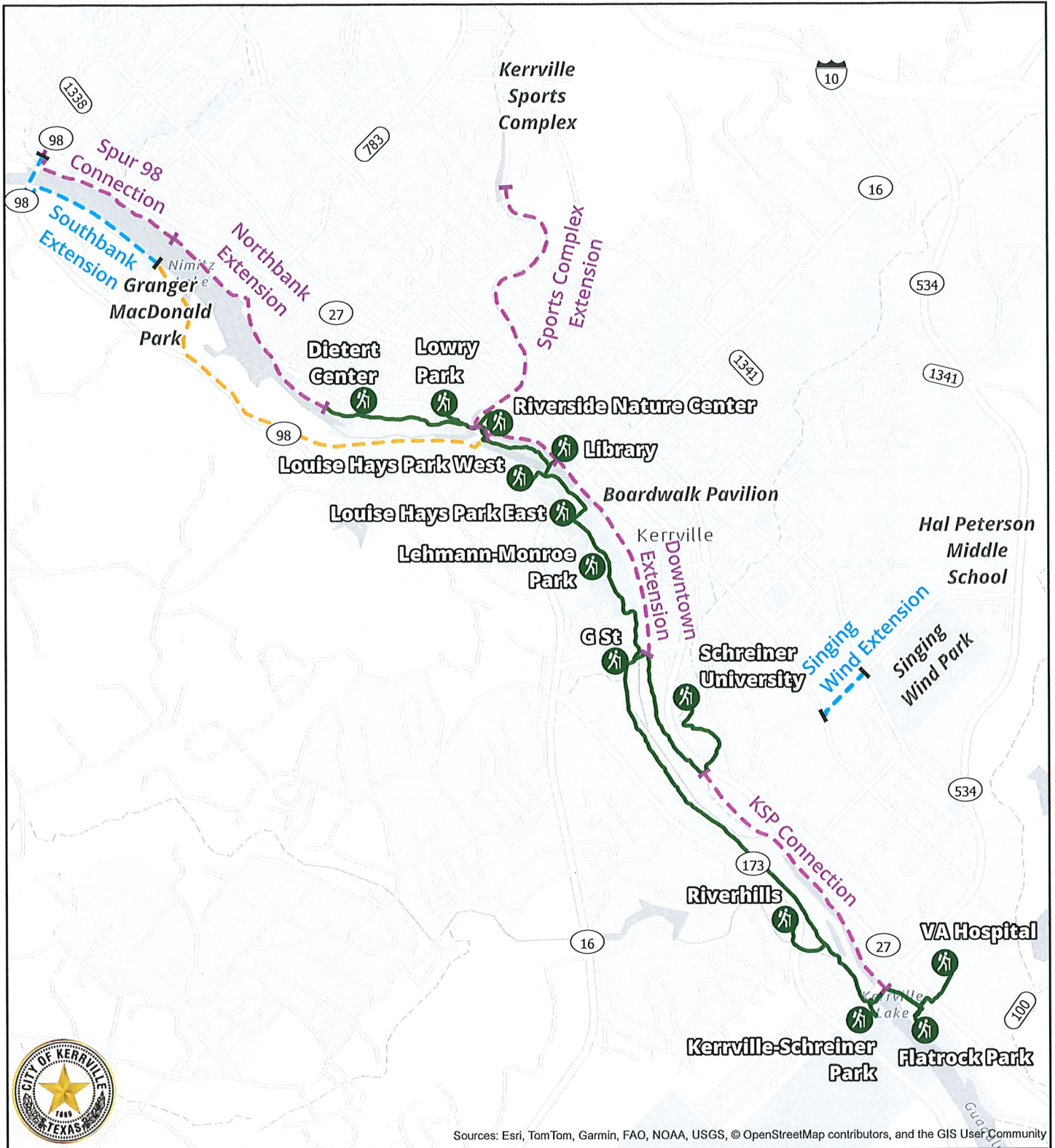
\_\_\_\_\_  
Shelley McElhannon, City Secretary






APPROVED AS TO FORM:

  
\_\_\_\_\_  
William L. Tatsch, Asst. City Attorney



# River Trail Master Plan



-  Existing Trailhead
-  Existing River Trail
-  Master Plan Extension
-  Proposed Master Plan Amendment
-  Removed From Master Plan



12/17/2024 08:49 AM

joyoung

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only approximate relative locations.



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

---

**CAPTION:** Change Order for the Kerrville Public Safety Facility project in the amount of \$402,572.00. (*M Hornes, Asst City Manager*)

**AGENDA DATE:** January 28, 2025

**DATE SUBMITTED:** 12/16/2024

**SUBMITTED BY:**

**EXHIBITS:**

1. PSF Change Order- 01 DRAFT 01725

---

<b>Expenditure:</b>	\$402,572.00	<b>Amount Budgeted:</b>	\$45,000,000.00
<b>Account Number:</b>	Project #70-22005	<b>Account Balance:</b>	\$21,619,754.49
<b>Payment to/Vendor name:</b>	Thos. A. Byrne Construction		

**Kerrville 2050 Item?**

Yes

**Key Priority Area:**

F – Public Facilities/Services

**SUMMARY:**

Attached you will find the first change order we will see for the Public Safety Facility.

This change order will allow Byrne to include the Guardian Plaza and the Covered Parking into their scope of work and begin their procurement of the necessary sub-contractors.

Guardian Plaza:

Efforts are being undertaken for the reimbursement of the Guardian Plaza, by a private philanthropy group, which will also include a separate art feature (not in this scope).

However, we need to include this work into Byrne's scope in order for us to complete the project and have a usable entrance space. The scope of work that will be undertaken by Byrne for the Guardian Plaza includes: 6 Added Tree wells, Trees and Landscaping, Limestone Benches for seating Areas, Lighting for Security in Landscaping Areas, Power in Landscaping Areas for Convenience Receptacles, Architectural Features in Concrete and Additional Flatwork and Foundations and Footings for Benches and Statues.

Covered Parking:

Covered Parking can now be included through our owner's contingency funds. The project was generated with an Owner's Construction contingency of \$600,000.00 to cover owner initiated scope revisions, such as alternates for covered parking, bioretention basins, etc. Given how far we are in the project we feel comfortable drawing down this portion of the budget to account for this scope addition. The scope of work for the covered parking includes: Footings, Steel, and Painting for 58 parking spots for PD Cruisers.

**RECOMMENDED ACTION:**

Authorize the City Manager to execute the change order for the Public Safety Facility.



DRAFT

# AIA® Document G741™ - 2015

## Change Order for a Design-Build Project

**PROJECT** (Name and address):

Kerrville Public Safety Facility  
365 Clearwater Paseo  
Kerrville, TX 78028

**CHANGE ORDER NUMBER:** 001

**DATE:** 1/28/2025

**OWNER:** ☒

**DESIGN-BUILDER:** ☐

**ARCHITECT:** ☐

**FIELD:** ☐

**OTHER:** ☐

**TO DESIGN-BUILDER** (Name and address):

Byrne Construction Service  
5851 Sebastian Place  
San Antonio, TX 78249

**OWNER'S PROJECT NUMBER:**

**DESIGN-BUILD CONTRACT DATE:** May 16, 2023

**DESIGN-BUILD CONTRACT FOR:** City of Kerrville,  
TX ("Owner"), 701 Main Street, Kerrville, TX  
78028

**THE DESIGN-BUILD CONTRACT IS CHANGED AS FOLLOWS:**

(Include, where applicable, any undisputed amount attributable to previously executed Change Directives)

PR 02 - Guardian Plaza (see attached Exhibit A for description).

Alternate 02 - Covered Parking (see attached Exhibit B for description)

2024 Weather Days - 11 days (see attached Exhibit C for chart)

The original Contract Sum was

The net change by previously authorized Change Orders

The Contract Sum prior to this Change Order was

The Contract Sum will be increased by this Change Order in the amount of

The new Contract Sum including this Change Order will be

\$	39,565,359.00
\$	0.00
\$	39,565,359.00
\$	\$402,572.00
\$	39,967,931.00

The Contract Time will be increased by Twenty-Five (25) days.

The date of Substantial Completion as of the date of this Change Order therefore is June 24<sup>th</sup>, 2025. 11 days have been added to account for weather beyond what was initially considered and 14 days added on PCO #PR 2, Guardian Plaza (see Exhibit A).

**NOTE:** This Change Order does not include changes in the Design-Builder's compensation, Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Change Directive until the cost and time have been agreed upon by both the Owner and Design-Builder, in which case a Change Order is executed to supersede the Change Directive.

*When executing this Change Order, the Design-Builder represents that all changes to Project design implemented by this Change Order have been reviewed and approved in writing by the Architect or other licensed design professional(s) of record for the Project.*

**NOT VALID UNTIL SIGNED BY THE DESIGN-BUILDER AND OWNER.**

Byrne Construction Services

**DESIGN-BUILDER** (Firm name)

5851 Sebastian Place  
San Antonio, TX 78249

**ADDRESS**

City of Kerrville

**OWNER** (Firm name)

701 Main Street  
Kerrville, TX 78028

**ADDRESS**

**BY** (Signature)

Tony Battle

(Typed name)

**BY** (Signature)

Dalton Rice

(Typed name)

**DATE**

**DATE**

Byrne Construction Services

5851 Sebastian Place

San Antonio, Texas 78249

Phone: +12104023335

Project: 1672 - Kerrville Public Safety

Clearwater Paseo Dr

Kerrville, Texas 78208

Prime Contract Potential Change Order #PR 02: Guardian Plaza

TO:	City of Kerrville, Texas 701 Main St. Kerrville Texas, 78028	FROM:	THOS. S. BYRNE INC. 551 E BERRY STREET FORT WORTH Texas, 76110
PCO NUMBER/REVISION:	PR 02 / 0	CONTRACT:	1672 - Kerrville Public Safety
REQUEST RECEIVED FROM:		CREATED BY:	Josh Holcomb (THOS. S. BYRNE INC.)
STATUS:	Approved	CREATED DATE:	12/20 /2024
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:	14 days	PAID IN FULL:	No
		TOTAL AMOUNT:	\$172,278.00

POTENTIAL CHANGE ORDER TITLE: Guardian Plaza

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

CE #PR 02 - Guardian Plaza

Landscaping

- Added Tree wells, shrubbery, limestone benches, and irrigation for plaza.

Concrete

- Added Flatwork, control joints, planter beds and footings for limestone benches and statues.

Electrical

- Added Receptacles, fixtures, lighting, and pedestal includes underground raceways and weather proof boxes at planter beds.

Added bronze plaque at building exterior

Added Bollards at building entrances

ATTACHMENTS:

#	SubJob	Cost Code	Description	Type	Amount
1	03-Kerrville - Cost of Work	030-0330-001 - Cast in Place (CIP) Concrete	Guardian Plaza	Sub Contract	\$ 56,530.00
2	03-Kerrville - Cost of Work	260-2600-001 - Electrical	Guardian Plaza	Sub Contract	\$ 67,027.00
3	03-Kerrville - Cost of Work	320-3270-220 - Ornamental Fence	Bollard	Sub Contract	\$ 14,986.00
4	03-Kerrville - Cost of Work	100-1000-001 - Miscellaneous Specialties	Bronze Plaque	Sub Contract	\$ 4,557.00
5	02-KerrvilleGeneral Conditions	017-0170-500 - Performance and Payment Bonds		Other Costs	\$ 3,695.00
6	02-KerrvilleGeneral Conditions	017-0170-015 - General Liability		Other Costs	\$ 1,342.00

	02-Kerrville General Conditions	017-01 0-600 - Builder's Risk		Other Costs	\$ 140.00
8	02-Kerrville General Conditions	999-0999-100 - Job Fee		Fee	\$ 5,096.00
9	03-Kerrville - Cost of Work	320-3280-100 - Landscape and Irrigation		Sub Contract	\$ 18,905.00
					<b>Subtotal:</b> \$172,278.00
					<b>Grand Total:</b> \$172,278.00

**Approval Needed By: Tuesday, January 23, 2024**

☒ We are waiting your approval prior to proceeding with this work. In order to prevent any delay, this change must be approved by the date shown above.

☐ We are proceeding with this work. Please provide written notice immediately if we are to stopwork associated with this change and await further direction. Please provide approval of this change by the date shown above.

☐ This work is complete. Please provide approval of this change by the date shown above.

**Funding Source:**

☒ This proposed change will be funded by City of Kerrville, Texas via a future Change Order increasing or decreasing the Contract per the amount listed above.

☐ This proposed change will be funded by the Owner's Contingency within the GMP and GMP amount will not change.

☐ This proposed change will be funded by the Contractor's Contingency within the GMP and GMP amount will not change.

☐ This proposed change will be funded by an Allowance Expenditure within the GMP and GMP amount will not change.

Our breakdown is attached for your review and approval. Please return one signed copy of this Proposed Change approving the associated costs, time extensions, and funding source indicated herein.

**City of Kerrville, Texas**  
701 Main St.  
Kerrville Texas 78028

**THOS. S. BYRNE INC.**  
551 E BERRY STREET  
FORT WORTH Texas 76110

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

Byrne Construction Services  
5851 Sebastian Place  
San Antonio, Texas 78249  
Phone: +12104023335

Project: 1672 - Kerrville Public Safety  
Clearwater Paseo Dr  
Kerrville, Texas 78208

## Prime Contract Potential Change Order #Alternate 2: Covered Parking

TO:	City of Kerrville, Texas 701 Main St. Kerrville Texas, 78028	FROM:	THOS. S. BYRNE INC. 551 E BERRY STREET FORT WORTH Texas, 76110
PCO NUMBER/REVISION:	Alternate 2 / 0	CONTRACT:	1672 - Kerrville Public Safety
REQUEST RECEIVED FROM:		CREATED BY:	Josh Holcomb (THOS. S. BYRNE INC.)
STATUS:	Approved	CREATED DATE:	9/9 /2024
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
		TOTAL AMOUNT:	\$230,294.00

POTENTIAL CHANGE ORDER TITLE: Covered Parking

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

### CE #009 - Covered Parking

Include the engineering, fabrication and installation of covered parking structures, including the following:

- Includes covered parking structures for approximately 58 ea., back to back, parking spaces. Reference the areas highlighted in green on the attached site plan.
- Includes foundations for parking structures.
- Canopy structure materials to include the following:
  - 10"x3" columns
  - 10"x2" C-P rlin roof framing
  - 26 gauge R Panel roofing in Galvalume color
  - 2"x2"x2" head trim
  - Structural members to be field painted. Color TBD.

### ATTACHMENTS:

#	SubJob	Cost Code	Description	Type	Amount
1	03-Kerrville - Cost of Work	100-1071-001 - Parking Shade Structure	Parking shelters for 58 ea, back to back Parking Spaces	Sub Contract	\$ 148,708.00

	03-Kerrville - Cost of Work	100-1071-001 - Parking Shade Structure	Foundation Allowance	Allowances	54,000.00
3	03-Kerrville - Cost of Work	100-1071-001 - Parking Shade Structure	Painting	Sub Contract	\$ 13,920.00
4	02-Kerrville General Conditions	017-0170-015 - General Liability	CGL & Umbrella Insurance	Other Costs	\$ 2,407.00
5	02-Kerrville General Conditions	017-0170-600 - Builder's Risk	Builder's Risk	Other Costs	\$ 411.00
6	02-Kerrville General Conditions	017-0170-500 - Performance and Payment Bonds	Payment & Performance Bond	Other Costs	\$ 4,249.00
7	02-Kerrville General Conditions	999-0999-100 - Job Fee	Design Builder's Fee	Fee	\$ 6,599.00
Subtotal:					\$230,294.00
Grand Total:					\$230,294.00

### Approval Needed By: Friday, October 11, 2024

☒ We are awaiting your approval prior to proceeding with this work. In order to prevent any delay, this change must be approved by the date shown above.

☐ We are proceeding with this work. Please provide written notice immediately if we are to stopwork associated with this change and await further direction. Please provide approval of this change by the date shown above.

☐ This work is complete. Please provide approval of this change by the date shown above.

### Funding Source:

☒ This proposed change will be funded by City of Kerrville, Texas via a future Change Order increasing or decreasing the Contract per the amount listed above.

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Our breakdown is attached for your review and approval. Please return one signed copy of this Proposed Change approving the associated costs, time extension, and funding source indicated herein.

City of Kerrville, Texas  
701 Main St.  
Kerrville Texas 78028

THOS. S. BYRNE INC.  
551 E BERRY STREET  
FORT WORTH Texas 76110

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

## EXHIBIT C

**CITY OF KERRVILLE  
PUBLIC SAFETY FACILITY  
MONTHLY ANTICIPATED ADVERSE WEATHER DAYS BASED ON CALENDAR DAY CONTRACT**

2024													
MONTH	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	
ANTICIPATED	1	2	2	2	5	2	2	2	4	3	1	1	
ACTUAL	0	0	0	0	5	6	5	0	0	0	0	0	
OVERAGE	0	0	0	0	0	4	3	0	0	0	0	0	

2025													
MONTH	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	
ANTICIPATED	1	2	2	2	5	2	2	2	4	3	1	1	
ACTUAL	0	0	0	0	0	0	0	0	0	0	0	0	
OVERAGE	0	0	0	0	0	0	0	0	0	0	0	0	

MONTH OF REPORT:	APRIL THRU DECEMBER 2024
YEAR OF REPORT:	2024


DATE	EVENT	IMPACT

WEATHER WORK DAY IMPACT BEYOND ANTICIPATED:	7
CALENDAR DAY IMPACT:	11

CONTRACTOR

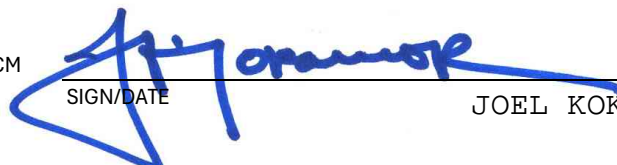
  
SIGN/DATE

CITY

  
SIGN/DATE

12/31/2024

OWNER REP / CM

  
SIGN/DATE

12/31/2024

JOEL KOKEMOR - FNI CM



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

---

**CAPTION:** Financial Report for period ending 12-31-2024. (*J Behrens, Director of Finance*)

**AGENDA DATE:** January 28, 2025

**DATE SUBMITTED:** 12/02/2024

**SUBMITTED BY:**

JULIE BEHRENS, Director of Finance

**EXHIBITS:**

1. Financial Report FY2025 Q1

---

**Expenditure:**

**Account Number:**

**Payment to/Vendor  
name:**

**Amount Budgeted:**

**Account Balance:**

**Kerrville 2050 Item?**

**Key Priority Area:**

**SUMMARY:**

Financial update for period ending 12-31-2024

**RECOMMENDED ACTION:**



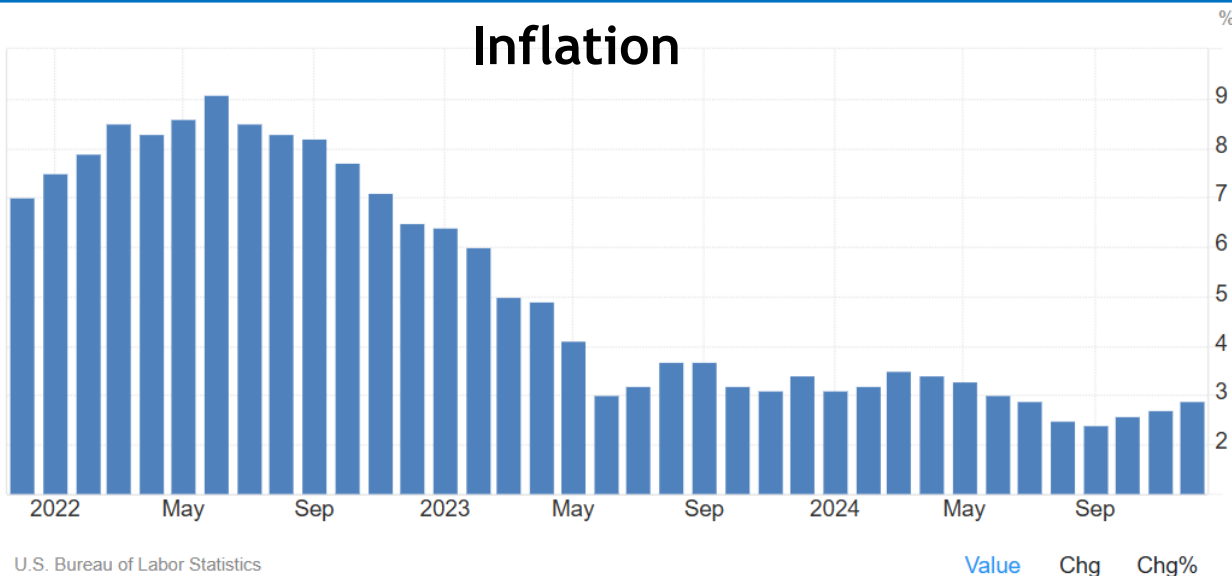
# Financial Update FY2025 First Quarter

City Council Meeting  
January 14, 2025



# Economic Trends

Inflation



- FED cut rates by 100 basis points in 2024
- Next FED meeting on 1/29
- Varying opinions on expectations but likely see smaller cuts in 2025 to continue to reduce inflation
- Rose slightly in December ending at 2.9%
- Down from 3.4% in December 2023 & 6.5% in December 2022
- Still feeling impacts of high inflation especially in Personnel expenses (salaries / insurance)
- Supplies & maintenance increases leveling but not decreasing

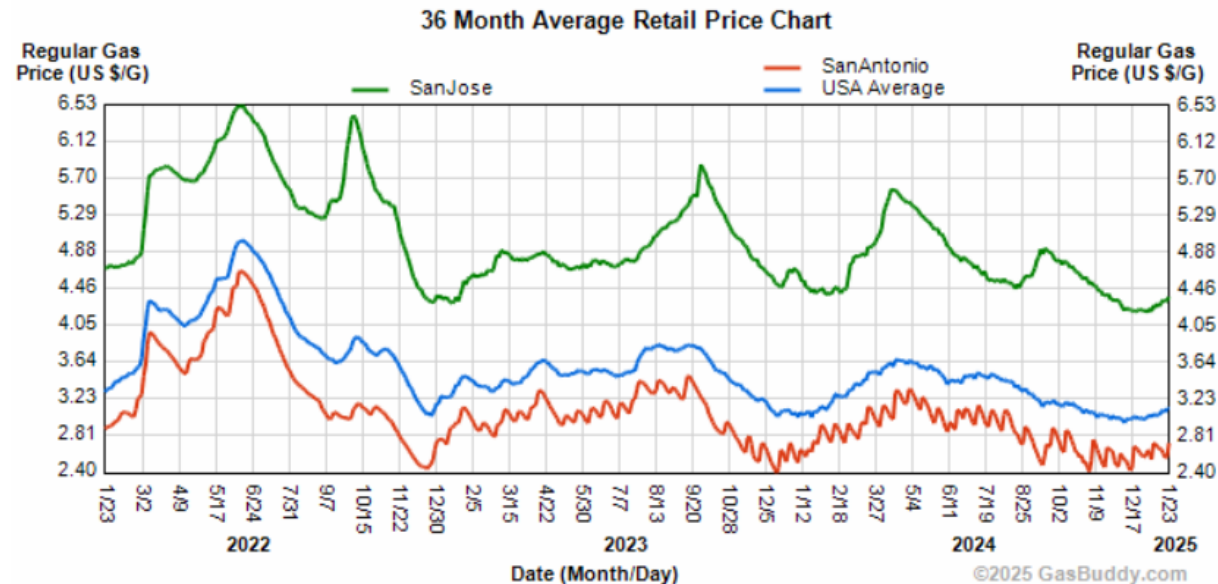
Fuel is often a driver in overall supply pricing

- Gas
- Pipe
- Chemicals
- Paving materials

California Gas Prices

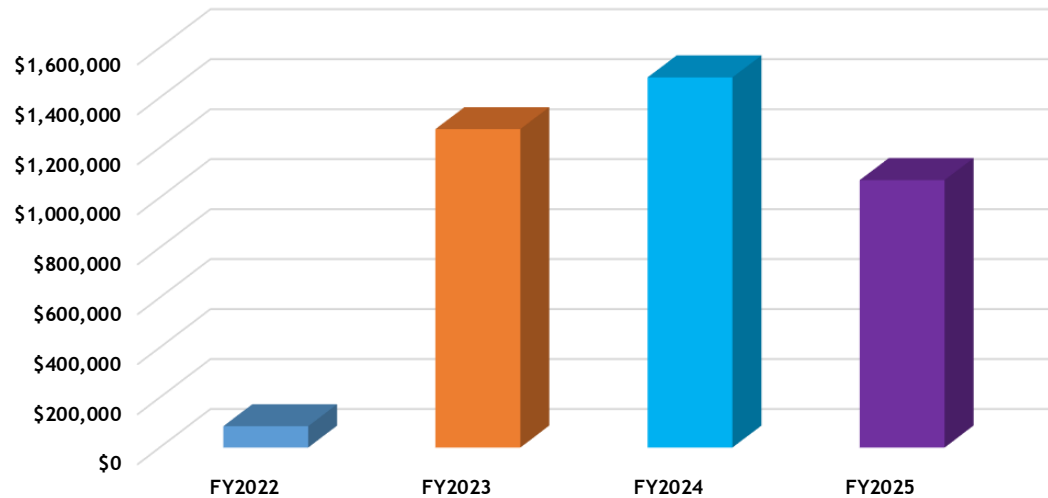
National Avg. Gas Prices

San Antonio Gas Prices

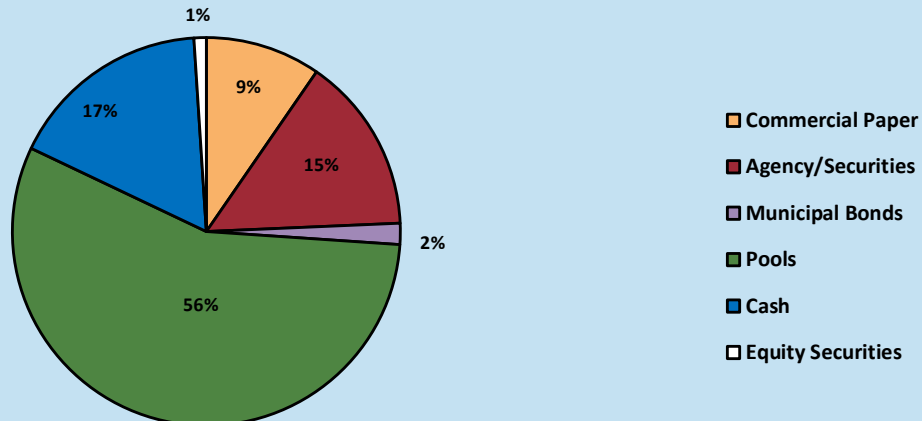


# Interest Revenue

Citywide Interest Revenue as of December 31



TOTAL PORTFOLIO DIVERSIFICATION



- Capitalize on periods of high interest and heavier cash flow due to bond issuances
- Pooled cash methodology on all funds, except bonds
- Bond funds invested and recorded separately to account for potential arbitrage fee
- Investment priorities:
  - Safety
  - Liquidity
  - Diversification
  - Yield
- Government pools hold most investment cash - 100% liquid
  - December 2024 rate: 4.6%
  - December 2023 rate: 5.6%
  - December 2022 rate: 4.2%
  - December 2021 rate: .09%
  - December 2020 rate: .14%
- Other investments:
  - Overnight sweep
  - Commercial paper
  - Agency / Securities
  - Municipal bonds

# General Fund

GENERAL FUND						
Period Ended December 31, 2024						
	FY2025 Budget	FY2025 YTD BUDGET ESTIMATE	FY2025 YTD ACTUAL	FY2025 Estimated Better/Worse than Budget	FY2024 YTD Actual	Change from FY2024
REVENUES						
Property Tax	12,978,331	6,294,490	6,575,243	280,753	6,146,497	428,746
Sales Tax	10,210,111	2,419,796	2,382,638	(37,158)	2,461,287	(78,649)
Franchise Fees	2,094,800	236,712	221,460	(15,252)	190,791	30,669
<b>Total Taxes</b>	<b>25,283,242</b>	<b>8,950,999</b>	<b>9,179,342</b>	<b>228,343</b>	<b>8,798,575</b>	<b>380,766</b>
Permits and Fees	197,300	46,957	48,440	1,483	46,749	1,692
Intergovernmental Revenue	1,986,967	826,545	958,545	132,000	792,647	165,897
Service Revenue	6,153,594	1,415,327	1,881,608	466,281	1,222,666	658,942
Recreation Revenue	1,120,016	313,604	305,750	(7,855)	330,556	(24,806)
Fines and Forfeitures	369,359	86,061	50,653	(35,408)	81,618	(30,966)
Grant & Donation Revenue	44,800	6,406	6,600	193	3,728	2,872
Interest and Miscellaneous	961,350	184,579	172,455	(12,124)	225,500	(53,045)
Operating Transfer In	3,294,126	1,222,170	1,222,170	-	602,964	619,205
<b>TOTAL REVENUES</b>	<b>\$ 39,410,754</b>	<b>\$ 13,052,648</b>	<b>\$ 13,825,561</b>	<b>\$ 772,913</b>	<b>\$ 12,105,004</b>	<b>\$ 1,720,558</b>
EXPENDITURES						
Personnel	28,686,083	6,597,799	6,478,110	119,689	6,284,998	193,112
Supplies	1,698,847	390,735	345,140	45,594	392,476	(47,336)
Maintenance	4,229,961	951,741	680,094	271,647	953,385	(273,291)
Services	2,998,287	1,082,382	1,150,352	(67,971)	1,116,359	33,994
Other Expenses	741,304	288,367	133,613	154,754	101,960	31,653
Capital Outlay	-	-	45,331	(45,331)	-	45,331
Operating Transfers Out	1,056,271	264,068	264,068	-	412,096	(148,028)
<b>TOTAL EXPENDITURES</b>	<b>\$ 39,410,754</b>	<b>\$ 9,575,092</b>	<b>\$ 9,096,709</b>	<b>\$ 478,383</b>	<b>\$ 9,261,274</b>	<b>\$ (164,566)</b>

## Revenues:

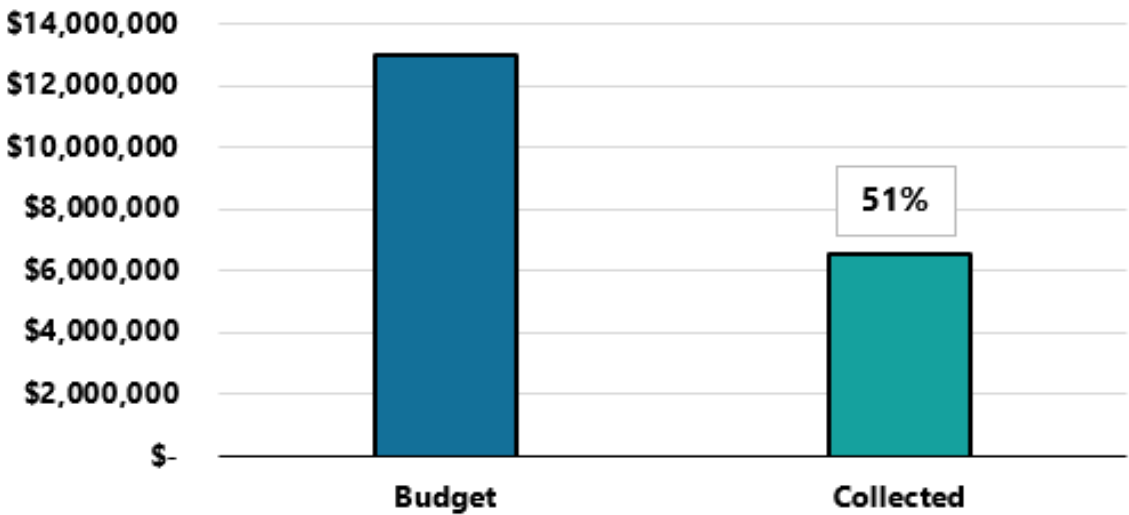
- Property Tax: Better than YTD estimate due to timing of collections
  - Most collections occur between November and January
  - More information in coming slides
- Sales Tax slightly behind YTD estimate
  - More information in coming slides
- Intergovernmental Revenue: Better than YTD estimate due to pre-payment from Kerr County for the Fire-EMS Contract
- Service Revenues: Better than budget estimate due to EMS

## Expenses:

- Personnel: Better than estimate (this includes salaries, benefits, training)
- Maintenance: Better than budget estimate and behind FY2024 primary due to the timing of paving
  - Streets maintenance is largest expense in this category

# M&O Property Tax

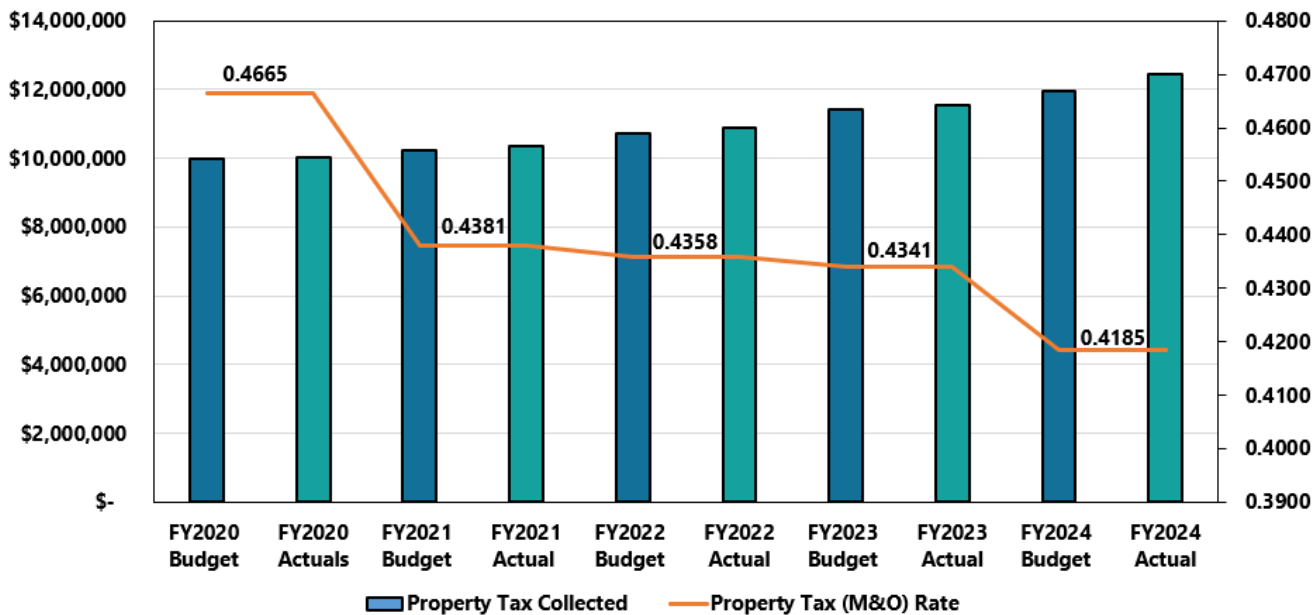
Property Tax Collections Through December



- Average property tax collections (5 year history) 45% through December
- Current collections 51%
- Timing of payments can vary but tracking close to budget estimate

- Revenue & rate history in graph to right
- Lower tax rates have generated higher revenues
  - Due to growth in valuation & number of properties

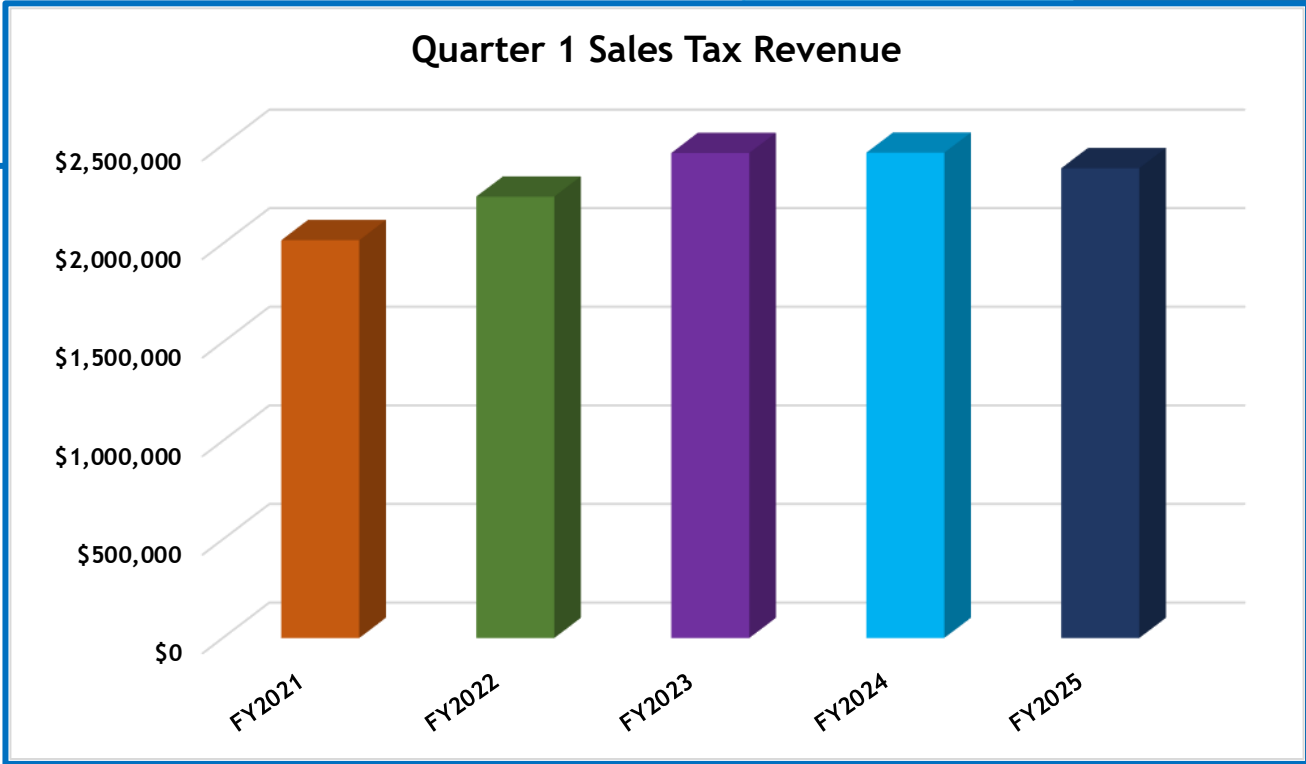
Historical View of Property Tax Collected



# Sales Tax

FY2025 Q1 Recap :

- FY2025 Budget 3% lower than FY2024 Budget
- \$79K less than Quarter 1 FY2024
- \$37K Behind FY2025 Budget Estimate
  - October was 18% behind last year
  - November up 8%
  - December up 4%
  - January (not included in graph) up 4%



FY2024 Q1 Top Four Sales Tax Categories	
#1 Retail	#2 Food Service
53%	12%
#3 Manufacturing	#4 Wholesale
10%	5%



FY2025 Q1 Top Four Sales Tax Categories	
#1 Retail	#2 Food Service
52%	13%
#3 Manufacturing	#4 Information
9%	5%



# Water Fund

## WATER FUND - BUDGET SUMMARY FY2025

Period Ended December 31, 2024

	FY2025 Budget	FY2025 YTD BUDGET ESTIMATE	FY2025 YTD ACTUAL	FY2025 Estimated Better/Worse than Budget	FY2024 YTD Actual	Change from FY2024
<b>REVENUES</b>						
Water	7,816,830	1,922,940	1,948,906	25,966	1,445,164	503,742
Sewer	7,783,678	1,907,001	1,884,760	(22,241)	1,684,591	200,169
Reuse	175,000	52,500	68,555	16,055	53,691	14,864
Waste Disposal	319,000	76,560	69,254	(7,306)	75,511	(6,257)
Interest & Misc	238,917	65,941	116,278	50,337	91,785	24,493
Taps & Meters / Other Fees	493,540	101,669	101,340	(330)	128,232	(26,892)
<b>Total Revenue</b>	<b>\$ 16,826,965</b>	<b>\$ 4,126,612</b>	<b>\$ 4,189,092</b>	<b>\$ 62,480</b>	<b>\$ 3,478,973</b>	<b>\$ 710,119</b>
<b>EXPENDITURES</b>						
Personnel	4,600,157	1,108,638	1,071,087	37,551	1,024,618	46,468
Supplies	982,713	184,750	165,425	19,325	188,066	(22,642)
Maintenance	1,163,809	265,348	177,488	87,860	142,790	34,699
Services	1,184,295	343,446	366,591	(23,146)	312,520	54,071
Other Expenses	386,354	103,929	63,528	40,401	60,720	2,808
Capital	149,980	25,347	11,444	13,902	54,778	(43,333)
Operating Transfers Out	8,360,657	2,529,221	2,529,221	-	2,101,782	427,439
<b>Total Expenditures</b>	<b>\$ 16,826,965</b>	<b>\$ 4,560,679</b>	<b>\$ 4,384,784</b>	<b>\$ 175,894</b>	<b>\$ 4,384,784</b>	<b>\$ 499,511</b>

### Revenues:

- Water: \$26K better than YTD estimate and better than FY2024
- Sewer \$46K behind YTD estimate but better than FY2024

### Expenses:

- Maintenance \$87K better than YTD estimate
- Transfer out higher than FY2024 due to increase in sustainability transfers to CIP future projects & Asset Replacement, increase in Debt Service

# Development Services

DEVELOPMENT SERVICES FUND						
Period Ended December 31, 2024						
	FY2025 Budget	FY2025 YTD BUDGET ESTIMATE	FY2025 YTD ACTUAL	FY2025 Estimated Better/Worse than Budget	FY2024 YTD Actual	Change from FY2024
<b>REVENUES</b>						
Permits & Fees	756,605	189,151	153,260	(35,891)	149,829	3,431
Interest & Misc	1,000	250	4,381	4,131	80	4,301
Transfers-In	382,839	95,710	95,710	-	61,995	33,715
<b>Total Revenue</b>	<b>\$ 1,140,444</b>	<b>\$ 285,111</b>	<b>\$ 253,350</b>	<b>\$ (31,761)</b>	<b>\$ 211,904</b>	<b>\$ 41,447</b>
<b>EXPENDITURES</b>						
Personnel	1,015,191	243,646	245,906	(2,260)	252,989	7,083
Supplies	11,134	2,561	1,932	628	3,602	1,670
Maintenance	39,282	8,838	6,383	2,456	6,356	(27)
Services	71,235	25,716	31,292	(5,576)	27,325	(3,967)
Other Expenses	3,601	1,401	137	1,264	335	198
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,140,442</b>	<b>\$ 282,162</b>	<b>\$ 285,649</b>	<b>\$ (3,487)</b>	<b>\$ 290,606</b>	<b>4,957</b>

# Hotel Occupancy Tax

HOTEL OCCUPANCY TAX FUND						
Period Ended December 31, 2024						
	FY2025 Budget	FY2025 YTD BUDGET ESTIMATE	FY2025 YTD ACTUAL	FY2025 Estimated Better/Worse than Budget	FY2024 YTD Actual	Change from FY2024
<b>REVENUES</b>						
Taxes	1,684,651	\$ 370,623	343,338	(27,285)	\$ 339,648	3,689
CAP Grant	100,000	100,000	100,000	-	150,000	(50,000)
Interest & Misc	104,768	24,097	20,812	(3,285)	58,411	(37,600)
Total Revenue	\$ 1,889,419	\$ 494,720	\$ 464,150	\$ (30,570)	\$ 548,060	\$ (83,910)
<b>EXPENDITURES</b>						
Maintenance	3,118	3,118	3,118	-	2,969	148
Services (including CVB)	1,599,757	409,000	409,328	(328)	519,213	(109,885)
Other (including events)	265,000	50,000	50,000	-	40,213	9,787
Transfers Out to General Fund	112,000	28,000	28,000	-	21,250	6,750
Transfers Out to Library Memorial (HHHC Transfer)	1,000,000	-	-	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>\$ 2,979,875</b>	<b>\$ 490,118</b>	<b>\$ 490,445</b>	<b>\$ (328)</b>	<b>\$ 583,645</b>	<b>\$ (93,200)</b>

## Revenues:

- \$27K behind YTD estimate but up compared to FY2024
- Year 2 of 3 for Community Art Program (KCVB)
  - Partially funded by a grant from the Community Foundation of the Texas Hill Country

## Expenses:

- In line with budget
- Transfer to HHHC will be completed as cash is needed for project

## Finance Tentative Schedule of Activities

January-February Preliminary FY2026 budget work

February Completion of FY2024 Audit / ACFR

March Presentation of FY2024 Audit / ACFR

Departments complete operational budget requests

April Balancing Act FY2026

Departments present budgets to Budget Committee

Receive preliminary roll from KCAD

April-May Tentative Council Budget Workshop

June 17 City Council Budget Workshop

July 15 City Council Budget Workshop

August 6 City Council Budget Workshop

August 13th Presentation of Proposed Budget

Resolution to set proposed tax rate

September 9th First reading of proposed budget & tax rate

September 23rd Second reading of proposed budget & tax rate

# QUESTIONS / FEEDBACK