

City of Kingsville, Texas

AGENDA CITY COMMISSION

MONDAY, APRIL 8, 2024

REGULAR MEETING

CITY HALL

HELEN KLEBERG GROVES COMMUNITY ROOM

400 WEST KING AVENUE

5:00 P.M.

Live Videostream: <https://www.facebook.com/cityofkingsvilletx>

I. Preliminary Proceedings.

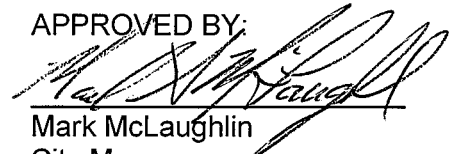
OPEN MEETING

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

MINUTES OF PREVIOUS MEETING(S)

Regular Meeting – March 25, 2024

APPROVED BY:



Mark McLaughlin
City Manager

II. Public Hearing - (Required by Law).¹

1. None.

III. Reports from Commission & Staff.²

“At this time, the City Commission and Staff will report/update on all committee assignments which may include but is not limited to the following: Planning & Zoning Commission, Zoning Board of Adjustments, Historical Board, Housing Authority Board, Library Board, Health Board, Tourism, Chamber of Commerce, Coastal Bend Council of Governments, Conner Museum, Keep Kingsville Beautiful, and Texas Municipal League. Staff reports include the following: Building & Development, Code Enforcement, Proposed Development Report; Accounting & Finance – Financial Services - Information, Investment Report, Quarterly Budget Report, Monthly Financial Reports; Police & Fire Department – Grant Update, Police & Fire Reports; Street Updates; Public Works-Building Maintenance, Construction Updates; Park Services - grant(s) update, miscellaneous park projects, Administration –Workshop Schedule, Interlocal Agreements, Public Information, Hotel Occupancy Report, Quiet Zone, Proclamations, Health Plan Update, Tax Increment Zone Presentation, Main Street Downtown, Chapter 59 project, Financial Advisor, Water And Wastewater Rate Study Presentation. No formal action can be taken on these items at this time.”

IV. Public Comment on Agenda Items.³

1. Comments on all agenda and non-agenda items.

V.

Consent Agenda

Notice to the Public

The following items are of a routine or administrative nature. The Commission has been furnished with background and support material on each item, and/or it has been

discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Commission Member in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.

CONSENT MOTIONS, RESOLUTIONS, ORDINANCES AND ORDINANCES FROM PREVIOUS MEETINGS:

(At this point the Commission will vote on all motions, resolutions, and ordinances not removed for individual consideration)

1. Motion to approve final passage of an ordinance amending the Fiscal Year 2023-2024 Budget to accept and expend Law Enforcement Officer Standards & Education (LEOSE) Grant funds for training costs. (Police Chief).
2. Motion to approve a resolution authorizing the Police Chief to enter into a Memorandum of Understanding and a Partner Agency Working Protocol Agreement between the Children's Advocacy Center of the Coastal Bend and the Kingsville Police Department relating to protocols for reports of abuse and neglect of children. (Police Chief).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

3. Consider approval of design for Fire Station No. 3 as per staff recommendation. (City Manager/ Fire Chief).
4. Consider introduction of an ordinance amending the Fiscal Year 2023-2024 Budget to appropriate funding for Fire Department ladder truck repairs. (Fire Chief).
5. Consider a resolution authorizing the City Manager to execute a Letter of Engagement between Water Finance Exchange and the City of Kingsville. (City Engineer).
6. Consider awarding bid for RFP#24-06 for Hot Mix Asphalt Overlay Services to JN Sanford and Son as per staff recommendation. (Purchasing Manager).
7. Consider awarding RFP#24-07 for Hot Mix Asphalt Services to Berry Contracting LP, dba Bay LTD, as per staff recommendation. (Purchasing Manager).
8. Consider a resolution authorizing the City Manager to enter into a Professional Services Agreement between Hanson Professional Services, Inc. and the City of Kingsville for the Landfill. (Landfill MSW Type I Drainage Improvements, Access Road Alignment, Construction, and Permitting Engineering Services RFQ#23-06) (Purchasing Manager).
9. Consider a resolution authorizing the Chief of Police to enter into a Memorandum of Understanding with Houston High Intensity Drug Trafficking Area (HIDTA) for Law Enforcement Data Sharing. (Police Chief).
10. Consider a resolution authorizing the City Manager to enter an Intergovernmental Support Agreement between Naval Air Station Kingsville and the City of Kingsville for road maintenance and repair, lift station maintenance and repair, and solid waste services. (City Manager/City Attorney).
11. Consider accepting proposal to lease 45 new Electric Golf Carts and 1 Utility Vehicle (for the driving range) from E-Z-GO Division Textron Inc., via Buy Board Purchasing Cooperative for the L.E. Ramey Golf Course, as per staff recommendation; and, a resolution authorizing the City Manager to enter into lease agreements and related

documents with Wells Fargo Leasing, Inc. for Golf Course Carts and a Utility Vehicle for the L.E. Ramey Golf Course. (Purchasing Manager).

VII. Adjournment.

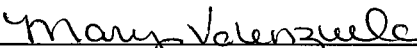
1. No person's comments shall exceed 5 minutes. Cannot be extended by Commission.
2. No person's comments shall exceed 5 minutes without permission of majority of Commission.
3. Comments are limited to 3 minutes per person. May be extended or permitted at other times in the meeting only with 5 affirmative Commission votes. The speaker must identify himself by name and address.
4. Items being considered by the Commission for action except citizen's comments to the Mayor and Commission, no comment at this point without 5 affirmative votes of the Commission.

NOTICE

This City of Kingsville and Commission Chambers are wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at 361/595-8002 or FAX 361/595-8024 or E-Mail mvalenzuela@cityofkingsville.com for further information. Braille Is Not Available. The City Commission reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Government Code, Section 551-071 (Consultation with Attorney), 551-072 (Deliberations about Real Property), 551-073 (Deliberations about Gifts and Donations), 551-074 (Personnel Matters), 551-076 (Deliberations about Security Devices), 551-086 (Certain Public Power Utilities: Competitive Matters), and 551-087 (Economic Development).

I, the undersigned authority do hereby certify that the Notice of Meeting was posted on the bulletin board at City Hall, City of Kingsville, 400 West King Avenue, Kingsville, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time:

April 4, 2024, at 9:30 A.M. and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.



Mary Valenzuela, TRMC, City Secretary
City of Kingsville, Texas

This public notice was removed from the official posting board at the Kingsville City Hall on the following date and time: _____

By: _____
City Secretary's Office
City of Kingsville, Texas

**MINUTES OF PREVIOUS
MEETING(S)**

MARCH 25, 2024

A REGULAR MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON MONDAY, MARCH 25, 2024, IN THE HELEN KLEBERG GROVES COMMUNITY ROOM, 400 WEST KING AVENUE, KINGSVILLE, TEXAS AT 5:00 P.M.

CITY COMMISSION PRESENT:

Sam R. Fugate, Mayor
Hector Hinojosa, Commissioner
Edna Lopez, Commissioner
Ann Marie Torres, Commissioner

CITY COMMISSION ABSENT:

Norma N. Alvarez, Commissioner

CITY STAFF PRESENT:

Mary Valenzuela, City Secretary
Courtney Alvarez, City Attorney
Kyle Benson, Director of Information & Technology
Derek Williams, IT
Bill Donnell, Public Works Director
Kwabena Agyekum, Senior Planner/HPO
Rudy Mora, Engineer
Susan Ivy, Parks Director
Emilio Garcia, Health Director
Deborah Balli, Finance Director
Janine Reyes, Tourism Director
John Blair, Chief of Police
Diana Gonzalez, Human Resources Director
Erik Spitzer, Director of Planning & Development Services
Mike Mora, Capital Improvement Manager

I. Preliminary Proceedings.

OPEN MEETING

Mayor Fugate opened the meeting at 5:00 P.M. with four commission members present. Commissioner Alvarez was absent.

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

The invocation was delivered by Ms. Courtney Alvarez, City Attorney, followed by the Pledge of Allegiance and the Texas Pledge.

MINUTES OF PREVIOUS MEETING(S)

Regular Meeting – March 11, 2024

Motion made by Commissioner Lopez to approve the minutes of March 11, 2024 as presented, seconded by Commissioner Hinojosa. The motion was passed and approved by the following vote: Hinojosa, Lopez, Torres, Fugate voting “FOR”.

II. Public Hearing - (Required by Law).¹

1. Public Hearing on City's intent to submit a Texas Community Development Block Grant program application for a Main Street Grant for the installation of ADA compliant sidewalks and lighting activity; renovation to include curb and gutter related drainage, demolition and clearance activity on East Kleberg Avenue between North 6th and North 7th Streets. (Director of Planning and Development Services).

Mr. Erik Spitzer, Director of Planning and Development Services stated that the City of Kingsville Planning Department intends to submit a Texas Community Development Block Grant Program grant application for a Main Street grant request of \$500,000 for the installation of ADA compliant sidewalks and lighting activity in the area of East Kleberg

Avenue, between North 6th and North 7th streets. The Planning Department is seeking approval from the City Commission to proceed with this request. Mr. Spitzer further stated that the city is continuing its efforts to revitalize downtown Kingsville. A key to this effort is improved sidewalks along Kleberg Avenue. The city has previously submitted and received funding from this grant program for the same type of sidewalk and lighting improvements in other blocks of the downtown area. If the grant is awarded, the city shall fund a 3.5% grant match, which equates to \$17,500. This match will be funded through a budget amendment in the FY 2024-2025 budget.

Mayor Fugate opened this public hearing at 5:02 p.m. He further announced that this is a public hearing and if anyone would like to speak on behalf of this item they may do so now with a five-minute limit. Additional time cannot be extended by the City Commission.

There being no comments or further discussion, Mayor Fugate closed this public hearing at 5:05 p.m.

III. Reports from Commission & Staff.²

"At this time, the City Commission and Staff will report/update on all committee assignments which may include but is not limited to the following: Planning & Zoning Commission, Zoning Board of Adjustments, Historical Board, Housing Authority Board, Library Board, Health Board, Tourism, Chamber of Commerce, Coastal Bend Council of Governments, Conner Museum, Keep Kingsville Beautiful and Texas Municipal League. Staff reports include the following: Building & Development, Code Enforcement, Proposed Development Report; Accounting & Finance – Financial Services - Information, Investment Report, Quarterly Budget Report, Monthly Financial Reports; Police & Fire Department – Grant Update, Police & Fire Reports; Street Updates; Public Works-Building Maintenance, Construction Updates; Park Services - grant(s) update, miscellaneous park projects, Administration –Workshop Schedule, Interlocal Agreements, Public Information, Hotel Occupancy Report, Quiet Zone, Proclamations, Health Plan Update, Tax Increment Zone Presentation, Main Street Downtown, Chapter 59 project, Financial Advisor, Water And Wastewater Rate Study Presentation. No formal action can be taken on these items at this time."

Mr. Mark McLaughlin, City Manager gave an update on Kleberg Avenue project. He further reported that staff is working on a date, time, and location for a goal-setting workshop with City Commission.

Ms. Courtney Alvarez, City Attorney reported that the next city commission meeting is scheduled for April 8, 2024. The deadline for staff to submit agenda items for that meeting is Thursday, March 28, 2024. She further stated that city offices will be closed on Friday, March 29, 2024, for Good Friday. Ms. Alvarez stated that agenda item #6 is no longer needed, therefore, no discussion or action is needed for that agenda item.

IV. Public Comment on Agenda Items.³

1. Comments on all agenda and non-agenda items.

No public comments were made at this time.

V.

Consent Agenda

Notice to the Public

The following items are of a routine or administrative nature. The Commission has been furnished with background and support material on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Commission Member in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence

after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.

CONSENT MOTIONS, RESOLUTIONS, ORDINANCES AND ORDINANCES FROM PREVIOUS MEETINGS:

(At this point the Commission will vote on all motions, resolutions, and ordinances not removed for individual consideration)

Motion made by Commissioner Lopez to approve the consent agenda as presented, seconded by Commissioner Hinojosa. The motion was passed and approved by the following vote: Lopez, Torres, Hinojosa, Fugate voting "FOR".

1. Motion to approve final passage of an ordinance amending the City of Kingsville Code of Ordinances Chapter VII, Article 5, Traffic Schedules, amending the location of speed limit zones on West King Avenue and reducing the speed limit to 45 mph; providing for appropriate penalties, fines, and fees regarding the regulation thereof. (per TxDOT Feb. 2024 request, updates 10/10/23 ordinance). (City Engineer).

2. Motion to approve final passage of an ordinance amending the City of Kingsville Code of Ordinances Chapter VII, Article 5, Traffic Schedules, providing for a revised school zone for the Santa Gertrudis Independent School District's Elementary and Intermediate School on King Street. (per TxDOT Feb. 2024 request; updates 10/10/23 ordinance). (City Engineer).

3. Motion to approve a resolution authorizing the Mayor to execute the Permission and Indemnity Agreement with the King Ranch, Inc. for the 19th Annual Ride on Wild Side Charity Bike Event. (City Attorney).

4. Motion to approve a resolution authorizing the Mayor to enter into First Addendum to Amendment No.1 of the Emergency Disaster Response Agreement between the City of Kingsville and Garner Environmental Services, Inc. for emergency disaster response services. (one-year extension; no other changes). (City Attorney).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

5. Consider a resolution authoring the submission of a Texas Community Development Block Grant Program application to the Texas Department of Agriculture for the Main Street Fund, and authorizing the Mayor and City Manager to act as the City's authorized representatives in all matters pertaining to the City's participation in the Texas Community Development Block Grant Program. (Director of Planning and Development Services).

Motion made by Commissioner Lopez to approve the resolution authoring the submission of a Texas Community Development Block Grant Program application to the Texas Department of Agriculture for the Main Street Fund, and authorizing the Mayor and City Manager to act as the City's authorized representatives in all matters pertaining to the City's participation in the Texas Community Development Block Grant Program, seconded by Commissioner Torres. The motion was passed and approved by the following vote: Lopez, Torres, Hinojosa, Fugate voting "FOR".

6. Consider out-of-state travel for the Fire Chief to attend the Metropolitan Fire Chiefs Conference in Tulsa, Oklahoma from May 19-24, 2024. (Fire Chief).

No discussion or action taken on this item.

7. Consider a resolution authorizing the City to submit an application to the FEMA Assistance to Firefighters Grant requesting grant funding for SCBA respirator units,

masks, air cylinders, and a stationary cascade air compressor system on behalf of the Kingsville Fire Department with an anticipated cash match. (Fire Chief).

Mr. J.J. Adame, Fire Chief stated that the Kingsville Fire Department is requesting approval to apply for the 2023 Assistance to Firefighters Grants, which would allow us to replace the aging self-contained breathing apparatus if awarded. This would replace 30 units, 33 masks, and 60 air cylinders. The total grant request is for \$507,367.30. The city will be responsible for a cost-share match when the grant is awarded and fulfilled.

Motion made by Commissioner Lopez to approve the resolution authorizing the City to submit an application to the FEMA Assistance to Firefighters Grant requesting grant funding for SCBA respirator units, masks, air cylinders, and a stationary cascade air compressor system on behalf of the Kingsville Fire Department with an anticipated cash match, seconded by Commissioner Torres. The motion was passed and approved by the following vote: Hinojosa, Lopez, Torres, Fugate voting "FOR".

8. Consider a resolution authorizing the City to submit an application to the Ed Rachel Foundation for grant funds for equipment for the Kingsville Police Department. (Police Chief).

Mr. John Blair, Chief of Police stated that this is a request to apply for the Ed Rachal Foundation for equipment. Critical gear for the tactical team will be purchased with this funding.

Motion made by Commissioner Lopez to approve the resolution accepting award of Law Enforcement Officer Standards and Education funds from Texas Comptroller of Public Accounts; authorizing the Chief of Police to act on the City's behalf with such program, seconded by Commissioner Torres. Them motion was passed and approved by the following vote: Torres, Hinojosa, Lopez, Fugate voting "FOR".

9. Consider a resolution accepting award of Law Enforcement Officer Standards and Education funds from Texas Comptroller of Public Accounts; authorizing the Chief of Police to act on the City's behalf with such program. (Police Chief).

Chief Blair stated that the police department is requesting approval for acceptance of funds from the Texas Comptroller of Public Accounts and a budget amendment to place the funds in Fund 009 for training.

Motion made by Commissioner Torres to approve the resolution accepting award of Law Enforcement Officer Standards and Education funds from Texas Comptroller of Public Accounts; authorizing the Chief of Police to act on the City's behalf with such program, seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Hinojosa, Lopez, Torres, Fugate voting "FOR".

10. Consider introduction of an ordinance amending the Fiscal Year 2023-2024 Budget to accept and expend Law Enforcement Officer Standards & Education (LEOSE) Grant funds for training costs. (Police Chief).

Introduction item.

11. Consider a resolution authorizing the City Manager to execute the Construction Contract with PM Construction & Rehab LLC for the GLO CDBG-MIT Contract 22-082-016-D218 Project 5: E. Lott Ave. Sanitary Sewer Improvements Project. (bid awarded 3/11/24) (City Engineer).

Mr. Rudy Mora, City Engineer stated that Bid 24-04 for the GLO CDBG-MIT Project 5 was awarded at the March 11, 2024 City Commission meeting to PM Construction & Rehab LLC. Staff is requesting the construction contract with the vendor be awarded in the amount of \$409,934.00 and allow the City Manager to sign the contract.

Motion made by Commissioner Torres to approve the resolution authorizing the City Manager to execute the Construction Contract with PM Construction & Rehab LLC for the GLO CDBG-MIT Contract 22-082-016-D218 Project 5: E. Lott Ave. Sanitary Sewer Improvements Project. (bid awarded 3/11/24), seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Hinojosa, Lopez, Torres, Fugate voting "FOR".

12. Consider a resolution authorizing the City Manager to execute the Construction Contract with Texas Pride Utilities, LLC for the GLO CDBG-MIT Contract 22-082-016-D218 Project 6: 10th Street Sanitary Sewer Improvements Project. (bid awarded 3/11/24) (City Engineer).

Mr. Mora stated that Bid 24-04 for GLO CDBG-MIT Project 6 was awarded at the March 11, 2024, City Commissioner meeting to Texas Pride Utilities LLC. Staff is requesting the construction contract with the vendor be approved in the amount of \$714,814.00 and allow the City Manager to sign the contract.

Motion made by Commissioner Lopez to approve the resolution authorizing the City Manager to execute the Construction Contract with Texas Pride Utilities, LLC for the GLO CDBG-MIT Contract 22-082-016-D218 Project 6: 10th Street Sanitary Sewer Improvements Project. (bid awarded 3/11/24), seconded by Commissioner Torres. The motion was passed and approved by the following vote: Lopez, Torres, Hinojosa, Fugate voting "FOR".

13. Consider a resolution authorizing the City Manager to execute the Interlocal Cooperation Contract with the Texas Department of Public Safety for the Failure to Appear Program. (City Attorney).

Ms. Alvarez explained that the city needs assistance in locating and prosecuting violators who receive a citation and fail to appear in court to resolve the citation. Since 2010, the city has participated in a program that denies the renewal of an individual's driver's license if they have an outstanding citation. The DPS desires to update the existing agreement to clean up some language and to include indigency language due to recent state legislature changes.

Motion made by Commissioner Torres to approve the resolution authorizing the City Manager to execute the Interlocal Cooperation Contract with the Texas Department of Public Safety for the Failure to Appear Program, seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Lopez, Torres, Hinojosa, Fugate voting "FOR".

14. Consider out-of-state travel for Commissioner Torres to Tempe, Arizona for NALEO Policy Institute: Tackling the Housing Crisis taking place from April 21-25, 2024. (Commissioner Torres).

Commissioner Torres stated that NALEO is a National Association of Latino Elected Officials. This is an educational fund and the nation-leading 501(3)(c) non-profit/non-partisan organization that facilitates full Latino participation in the American political process from citizenship to public service. She stated that they had sent her this information as well as a grant to attend this conference. She applied and submitted her grant and was awarded the grant. Commissioner Torres stated that this would not cost the city any funds for this travel. She will be attending the conference as a city commissioner to the leadership training and tackling the housing problems that the city has and in the nation. She further stated that this is a great conference to attend as the City of Kingsville also has a housing crisis and it is good to learn and obtain information and possibly see if there are other grants that she may bring back to the city.

Mayor Fugate asked if this would cost the City of Kingsville any funds for this trip. Commissioner Torres responded no, as the grant is paying for the flight, hotel, and registration for her. She further stated that she had submitted all the information to the City Secretary, and she would only be attending in name for the community.

Commissioner Lopez asked who would pay for the travelers per-diem.

Mayor Fugate and Mr. McLaughlin both asked who pays for the travel to and from the airport.

Commissioner Torres responded that the city would not have to pay for that as the conference grant would pay it.

Mr. McLaughlin asked if the conference would be paying the per-diem and meals as well.

Commissioner Torres responded that the per-diem and meals and everything. She further stated that the only thing she has to pay for is the drive from the airport to the hotel.

Mayor Fugate asked if she was asking for those funds. Commissioner Torres responded that she was not asking for that.

Commissioner Hinojosa stated that he had seen in the information provided that there was a figure of \$204.16 that the city would pay for and further asked what that was for.

Commissioner Torres commented that there were no funds that were being asked for therefore she is not sure why there would be any funds being requested.

Mr. McLaughlin stated that this could be from staff doing its due diligence as any time someone travels, the City Secretary goes down a checklist to determine costs for transportation to and from the airport and any per diem rates. Mr. McLaughlin further asked the City Secretary if the \$204 being asked about was the per diem rate that was calculated.

Mrs. Mary Valenzuela, City Secretary responded that the dollar amount of \$204 that Commissioner Hinojosa is asking about could be the cost for the hotel room, as per the conference rate. She further stated that in the information she had not seen anything talking about per-diem rates. Mrs. Valenzuela stated that when one of the commissioner's travels, she automatically calculates the per diem rate for that particular travel unless the traveler states that they are not requesting per diem.

Mayor Fugate commented that because it is so close to the general election, but if she would like to attend this conference and approval from the Commission is needed and it will not cost the city any funds for this travel, he doesn't see any problems with that.

Commissioner Hinojosa stated that there will not be any other meetings after she returns from this travel, as it would be a week before the election takes place. He further stated that this was one of his concerns but if this travel will not cost the city any funds he has no problem with it.

Motion made by Commissioner Torres to approve the out-of-state travel for Commissioner Torres to Tempe, Arizona for NALEO Policy Institute: Tackling the Housing Crisis taking place from April 21-25, 2024.

Commissioner Hinojosa stated that he would second the motion so long as it would not cost the city any money for this travel. Commissioner Torres responded that it would not.

Motion was seconded by Commissioner Hinojosa. The motion was passed and approved by the following vote: Hinojosa, Lopez, Torres, Fugate voting "FOR".

VI. Adjournment.

There being no further business to come before the City Commission, the meeting was adjourned at 5:26 P.M.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

CONSENT AGENDA

AGENDA ITEM #1

Budget Am

**City of Kingsville
Police Department**

TO: Mayor and City Commissioners
CC: Mark McLaughlin, City Manager
FROM: John Blair, Chief of Police
DATE: March 8, 2024
SUBJECT: Receipt of the Law Enforcement Officer Standards and Education (LEOSE) Funds from Texas Comptroller of Public Accounts

Summary:

The police department is requesting approval for acceptance of funds from the Texas Comptroller of Public Accounts and a budget amendment to place the funds in Fund 009 for training.

Background:

A direct deposit was made into the City of Kingsville account from the Law Enforcement Officer Standards and Education (LEOSE) account. This payment is necessary to ensure the continuing education of persons licensed under Chapter 1701, Occupations Code, or to provide necessary training, as determined by the agency head, to full-time, fully paid law enforcement support personnel in our agency.

The Comptroller is directed by the Occupations Code, Section 1701.157 to make an annual allocation from the LEOSE account to qualified law enforcement agencies for expenses related to the continuing education of persons licensed under Chapter 1701, Occupations Code. Of the account, 20 percent is allocated equally among the qualified agencies. The remaining 80 percent is allocated on the basis of the number of eligible law enforcement positions each agency has as of January 1 of the preceding calendar year.

Financial Impact:

A total of \$6,705.88 was received for use for training of City of Kingsville Police personnel.

Recommendation:

We request that the City Commission authorize the receipt and expenditure of these funds in the manner for which they were provided by the Texas Comptroller of Public Accounts.





TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

P.O.Box 13528 • Austin, TX 78711-3528

February 15, 2024

CITY OF KINGSVILLE POLICE DEPARTMENT
1700 E KING AVE
KINGSVILLE TX 78363-5928

Vendor number: 17460015138-009

A direct deposit was made into your account from the Law Enforcement Officer Standards and Education (LEOSE) account in the amount of \$ 3,017.72.

This payment must be used as necessary to ensure the continuing education of persons licensed under Chapter 1701, Occupations Code, or to provide necessary training, as determined by the agency head, to full-time, fully paid law enforcement support personnel in your agency.

Your agency must maintain a complete and detailed record of all money received and spent. All money received is subject to audit by the Comptroller of Public Accounts and all money spent is subject to audit by the State Auditor.

The Comptroller is directed by the Occupations Code, Section 1701.157 to make an annual allocation from the LEOSE account to qualified law enforcement agencies for expenses related to the continuing education of persons licensed under Chapter 1701, Occupations Code. Of the account, 20 percent is allocated equally among the qualified agencies. The remaining 80 percent is allocated on the basis of the number of eligible law enforcement positions each agency had as of January 1 of the preceding calendar year.

An eligible law enforcement position is defined as one held by a person licensed under Chapter 1701, Occupations Code, who works as a peace officer, licensed jailer or telecommunicator on the average of at least 32 hours a week, is compensated by a political subdivision of the state at the minimum wage rate or higher, and is entitled to all employee benefits offered to a peace officer.

To receive your agency's share of the LEOSE account in 2025, you must complete and return the enclosed Law Enforcement Officer Standards and Education Account 2025 Allocation Basis form to us no later than October 31, 2024. The information provided in this report must be accurate and returned timely to our office to ensure the correct allocation of the LEOSE account.

Please call us at 800-531-5441, ext. 3-4530, or 512-463-4530 if you have any questions or if we can be of assistance.

Enclosures

RESOLUTION #2024-_____

A RESOLUTION ACCEPTING AWARD OF LAW ENFORCEMENT OFFICER STANDARDS AND EDUCATION FUNDS FROM TEXAS COMPTROLLER OF PUBLIC ACCOUNTS; AUTHORIZING THE CHIEF OF POLICE TO ACT ON THE CITY'S BEHALF WITH SUCH PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Kingsville Police Department was recently notified that the Texas Comptroller of Public Accounts deposited \$6,705.88 of funds into the Department's Law Enforcement Officer Standards and Education (LEOSE) fund for training; and

WHEREAS, the Comptroller did this under the authority found in the Texas Occupations Code, Section 1701.157; and

WHEREAS, there is no cash match tied to the use of these funds;

WHEREAS, the use of the funds for law enforcement training is a benefit to the citizens of this City as well as the department.

NOW, THEREFORE BE IT RESOLVED by the City Commission of the City of Kingsville, Texas:

I.

THAT the City accepts the \$6,705.88 award from the Texas Comptroller of Public Accounts for Law Enforcement Officer Standards and Education funds to be used for training of Kingsville Police Department personnel and authorizes the Chief of Police of Kingsville Police Department to act on the City's behalf with such funds.

II.

THAT this Resolution shall be and become effective on or after adoption.

PASSED AND APPROVED by a majority vote of the City Commission on the 25th day of March, 2024.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

ORDINANCE NO. 2024-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2023-2024 BUDGET TO ACCEPT AND EXPEND LAW ENFORCEMENT OFFICER STANDARDS & EDUCATION (LEOSE) GRANT FUNDS FOR TRAINING COSTS.

WHEREAS, it was unforeseen when the budget was adopted that there would be a need for funding for these expenditures this fiscal year.

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2023-2024 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#28

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 009 – LEOSE GRANT					
<u>Revenues - 4</u>					
2100	Police	State Grants	72010	\$6,705.88	
<u>Expenditures – 5</u>					
2100	Police	Training & Travel	31600	\$6,705.88	

[To amend the City of Kingsville FY 23-24 budget to accept and expend Law Enforcement Officer Standards and Education (LEOSE) grant funds for training. Funding will come from the grant funds received for the stated purpose.]

II.

THAT all Ordinances or parts of Ordinances in conflict with this Ordinance are repealed to the extent of such conflict only.

III.

THAT if for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this ordinance, for it is the definite intent of this City Commission that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

IV.

THAT this Ordinance shall not be codified but shall become effective on and after adoption and publication as required by law.

INTRODUCED on this the 25th day of March 2024.

PASSED AND APPROVED on this the 8th day of April, 2024.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #2

**City of Kingsville
Police Department**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: John Blair, Chief of Police

DATE: 3/26/2024

SUBJECT: Request for Resolution for re-execution of MOU and Working Protocol Agreement between the Kingsville Police Department and Children's Advocacy Center

Summary:

The Police Department respectfully requests the City Commission to consider a resolution allowing for the Kingsville Police Department to enter into an MOU and Working Protocol Agreements with the Children's Advocacy Center of the Coastal Bend.

Background:

This collaborative effort will aid in minimizing the re-victimization of children, disabled adults, and proactive family members as they navigate the investigation, assessment, intervention and prosecution process and to maintain a cooperative, team approach to facilitate successful outcomes in both the criminal and child protection systems through shared fact finding and strong, collaborative case development.

Financial Impact:

No cost is associated with the "MOU's" or the "Working Agreements. "

Recommendation:

We request a resolution to enter into the MOU's and Working Agreements for the continued cooperation of KPD and CACCB.



RESOLUTION #2024-_____

A RESOLUTION AUTHORIZING THE POLICE CHIEF TO ENTER INTO A MEMORANDUM OF UNDERSTANDING AND A PARTNER AGENCY WORKING PROTOCOL AGREEMENT BETWEEN THE CHILDREN'S ADVOCACY CENTER OF THE COASTAL BEND AND THE KINGSVILLE POLICE DEPARTMENT RELATING TO PROTOCOLS FOR REPORTS OF ABUSE AND NEGLECT OF CHILDREN; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville Police Department investigates cases of child abuse and neglect which results in a need to work closely with the Children's Advocacy Center of the Coastal Bend (CACCB);

WHEREAS, the CACCB assists agencies in a ten-county area that includes Kleberg County in an effort to work collaboratively with agencies in its area to minimize the re-victimization of children and protective family members as they go through the investigation, assessment, intervention, and prosecution process and to ensure successful outcomes;

WHEREAS, cooperating agencies like the Kingsville Police Department are asked to execute a Memorandum of Understanding with CACCB and Partner Agency Working Protocol Agreements;

WHEREAS, the City previously approved the Police Chief to execute similar agreements on January 13, 2014 via Resolution #2014-05 and on December 12, 2022 via Resolution #2022- 66;

WHEREAS, due to a change in authorized partner agency signatories (there is a new Chief of Police), both agreements need to be re-executed;

BE IT RESOLVED by the City Commission of the City of Kingsville, Texas:

I.

THAT the Kingsville Chief of Police is authorized and directed as an act of the City of Kingsville, Texas to enter into a Memorandum of Understanding and a Partner Agency Working Protocol Agreement Between the Children's Advocacy Center of the Coastal Bend and the Kingsville Police Department relating to protocols for reports of abuse and neglect of children in accordance with Exhibit A hereto attached and made a part hereof.

II.

THAT all resolutions or parts of resolutions in conflict with this resolution are repealed to the extent of such conflict only.

III.

THAT this Resolution shall be and become effective on and after adoption.

PASSED AND APPROVED by a majority vote of the City Commission on the 8th day of April, 2024.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

Children's Advocacy Center of the Coastal Bend

Memorandum of Understanding (MOU)

We, the undersigned agencies, by and through our supervisory heads and through our designated representatives, do hereby agree to support the concept and the philosophy of the Children's Advocacy Center of the Coastal Bend and to active involvement in the implementation of its coordinated, multidisciplinary response to the investigation, intervention, and prosecution of child abuse, neglect, or exploitation cases as well as cases where an adult had been diagnosed with an intellectual disability.

We recognize that this collaborative approach, core to the children's advocacy center model, has a well-documented record of improving outcomes for (1) child abuse cases in both the criminal and child protection systems; and (2) the lives of children and families impacted by abuse. Therefore, the undersigned agencies hereby agree to work collaboratively:

- To minimize the re-victimization of children, disabled adults, and protective family members as they go through the investigation, assessment, intervention, and prosecution process; and
- To maintain a cooperative, team approach to facilitate successful outcomes in both the criminal and child protection systems through shared fact finding and strong, collaborative case development.

It is expressly understood that each agency will work within its own, unique department mandates and policies. Nothing contained in the investigative protocol supersedes the statutes, rules and regulations, or policies of each individual agency.

The MOU must be reviewed, revised as needed, and re-executed, at a minimum, every three years, upon significant changes to the document, or upon a change of authorized partner agency signatories.

All State and Federal confidentiality laws will be followed in connection with this agreement.

This agreement can be terminated by any party without cause by giving written notice to the other parties.

We, the undersigned, have reviewed and hereby accept and endorse the Children's Advocacy Center of the Coastal Bend's MOU.

John Blair
Chief of Police
Kingsville Police Department

Date

Clarissa Mora 2/21/2024
Clarissa Mora Date
Executive Director
Children's Advocacy Center of the Coastal Bend

Partner Agency Working Protocol

I, the undersigned, hereby acknowledge that I have read and reviewed the Partner Agency Working Protocols. As a member of the Children's Advocacy Center of the Coastal Bend (CACCB) Multidisciplinary Team and a partner agency represented on the CACCB Interagency Agreement, I hereby commit, on behalf of my respective agency, to ensure these policies and procedures are followed in all child abuse investigative and prosecutorial efforts, striving to provide coordinated, joint investigations that will minimize re-victimization of child and disabled adult victims and their supportive family members and facilitate prosecution of perpetrators through objective fact finding and strong case development.

It is expressly understood that each agency will work within its own, unique department mandates and policies. Nothing contained in the investigative protocol supersedes the statutes, rules and regulations, or policies of each individual agency.

The Working Protocols must be reviewed, revised as needed, and re-executed, at a minimum, every three years, upon significant changes to the document, or upon a change of authorized partner agency signatories.

All State and Federal confidentiality laws will be followed in connection with this agreement.

This agreement can be terminated by any party without cause by giving written notice to the other parties.

John Blair
Chief of Police
Kingsville Police Department

Date

REGULAR AGENDA

AGENDA ITEM #3

KINGSVILLE FIRE STATION #3

SCHEMATIC DESIGN

03/19/24



SUMMARY OF SPACES

ROOM NAME	QUANTITY	DIMENSIONS	SQ FT	TOTAL SQ FT	ACTUAL SQ FT	FUNCTION	ADJACENCY	SPECIAL REQUIREMENTS / NOTES
Lobby	1	14 x 14	196	196	148	Reception for guests	Public Restroom, Training Room	Chairs, water fountain
Public Restroom	1	7 x 9	63	63	63	Handicap accessible restroom for guests	Lobby, Training Room	ADA
Treatment Room	1	7 x 9	63	63	73	Allows for quick treatment	Lobby/Vestibule	

SUB TOTAL 428

Admin Assistant Office	1	10 x 12	120	120	119	Reception for guests	Main Corridor, Lobby	Desk w/ plenty of file storage
File Storage	1	10 x 10	100	100	99	File Storage	Admin Assistant Office	Adjustable wire racks
Chief's Office	1	12 x 15	180	180	235	Office for Chief Adams	Chief's Dorm	Desk w/ credenza, meeting area (small table or separate room)
Chief's Sleeping	1	8 x 12	96	96	68	Sleeping for Chief Adams	Chief's Office	Murphy bed in office possibly to save space
Administrative Captain's Office	1	10 x 12	120	120	119	Office Space for single occupant	File Storage, Admin Assistant Office	desk w/ file storage
Conference Room	1	14 x 18	252	252	293	Room for meetings for up to 10 people	Admin Wing	One large conference table with enough seating for one shift.

SUB TOTAL 1,019

Kitchen/Dining/Pantry	1	20 x 30	600	600	1,021	Kitchen, seating area, food storage	Dayroom, Patio	Full Commercial Hood, 6 Burner Stove, Undercounter Ice Machine, Water Filtration for Ice Machine & Refrigerators, Island / Bar Seating for 6-8
Dry Room	1	16 x 25	400	400	435	TV/Entertainment room	Main Corridor, Kitchen/Dining	Recliners for 6, 65 in TV
Exercise Room	1	16 x 35	560	560	499	Workout and exercise room	Living Quarters, Exterior	Treadmill, Stair Stepper, Free Weights, Access to Outside
Watch Room	1	13 x 16	208	208	161	Shared office space to write reports	Apparatus Bay and Lobby (visual)	2-3 workstations for reports
Company Officer Office	1	10 x 12	120	120	119	Office Space	Company Officer's Dorm	Shared by three shifts
Company Officer Sleeping	1	8 x 12	96	96	103	Private sleeping quarter for the company officer	Company Officer's Office	Bed, small desk/desk, USB outlet, lockers in bedroom
Living Qtrs Restroom	-	-	-	-	78			

SUB TOTAL 2,117

Individual Bedroom	7	9 x 12	108	756	721	Private sleeping quarters for the firefighters	Corridor, Private Bathrooms	Three lockers in room, small desk if necessary
Private Bathroom	4	10 x 11	110	440	350	Private bathroom for the firefighters	Corridor, Individual Bedroom	oil including a 3x5 alternate roll-in shower

SUB TOTAL 1,071

Apparatus Bays	2	80 x 18	1,440	2,880	2,857	Storage for Apparatus (2 pull-through bays)	Support Spaces	Four-fold doors (as alternate) at front of station, sectional doors in back, plumbed direct capture, trench drains, hose racks located somewhere in the apparatus or support
Shop	1	17 x 13	221	221	163	Shop, SCBA fill station, SCBA bottle storage	Apparatus Bay	Tool bench, air compressor, tool storage
Locker Room (24 Lockers)	1	17 x 16	272	272	328	Gear storage	Apparatus Bay	Exhaust fan, Gear lockers, LED lighting
Extractor Room	1	12 x 16	192	192	246	Dedicated washroom for gear	Apparatus Bay and Locker Gear	Extractor, utility sink, gear dryer, washer & dryer
Decontamination	2	8 x 14	112	224	164	Dedicated decontamination shower room	Apparatus Bay & Airlocks	sink, shower with lockers for fresh clothes
EAS Storage	1	10 x 10	100	100	56	Storage for EAS	Apparatus Bay	Racks with bins, no refrigeration necessary, narcotics will be on ambulance

SUB TOTAL 1,812

Electrical/Comm. Room	1	10 x 12	120	120	163	Electrical equipment, Communications	Communications Room	Dedicated cooling, UPS, Server, data, lighting protection
Fire Sprinkler Elev	1	5 x 5	25	25	25	Sprinkler Elev	Apparatus Bay	On exterior wall, dedicated heater
Stair/Locker	1	4 x 8	32	32	410			
Stair (2nd Floor)	-	-	-	-	150			
Storage	1	10 x 10	100	100	118	Storage of Miscellaneous items	Corridor, Lobby	
Janitor	1	7 x 8	56	56	91	Janitor Closets	Corridor, Storage	Map Box, Floor Drains for Draining Mops
Utility Room	1	9 x 12	108	108	91	Washing & drying non-bunker gear	Living Quarters	Washer & Dryer, Ice Maker, Off Yearbook
Mechanical Storage	1	14 x 18	252	252	449			
Mechanical Maintenance	1	14 x 16	224	224	297	Space for indoor AHU's		
Elevator	-	-	-	-	48			

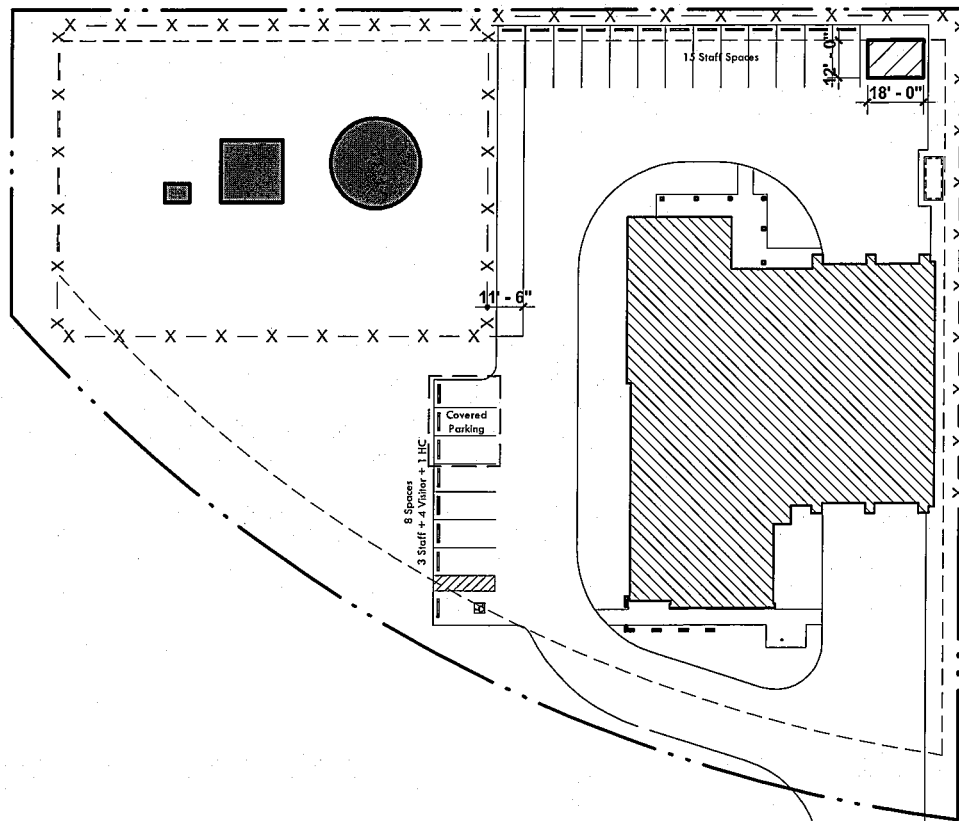
SUB TOTAL 901

SUB-TOTAL GROUND FLOOR AREA	9,163	
STRUCTURE + CIRCULATION (25% OF SUB-NET)	2,291	2,418 (Approx. 21%)
TOTAL AREA	11,454	12,839

MARCH 19, 2024



S 6th St.



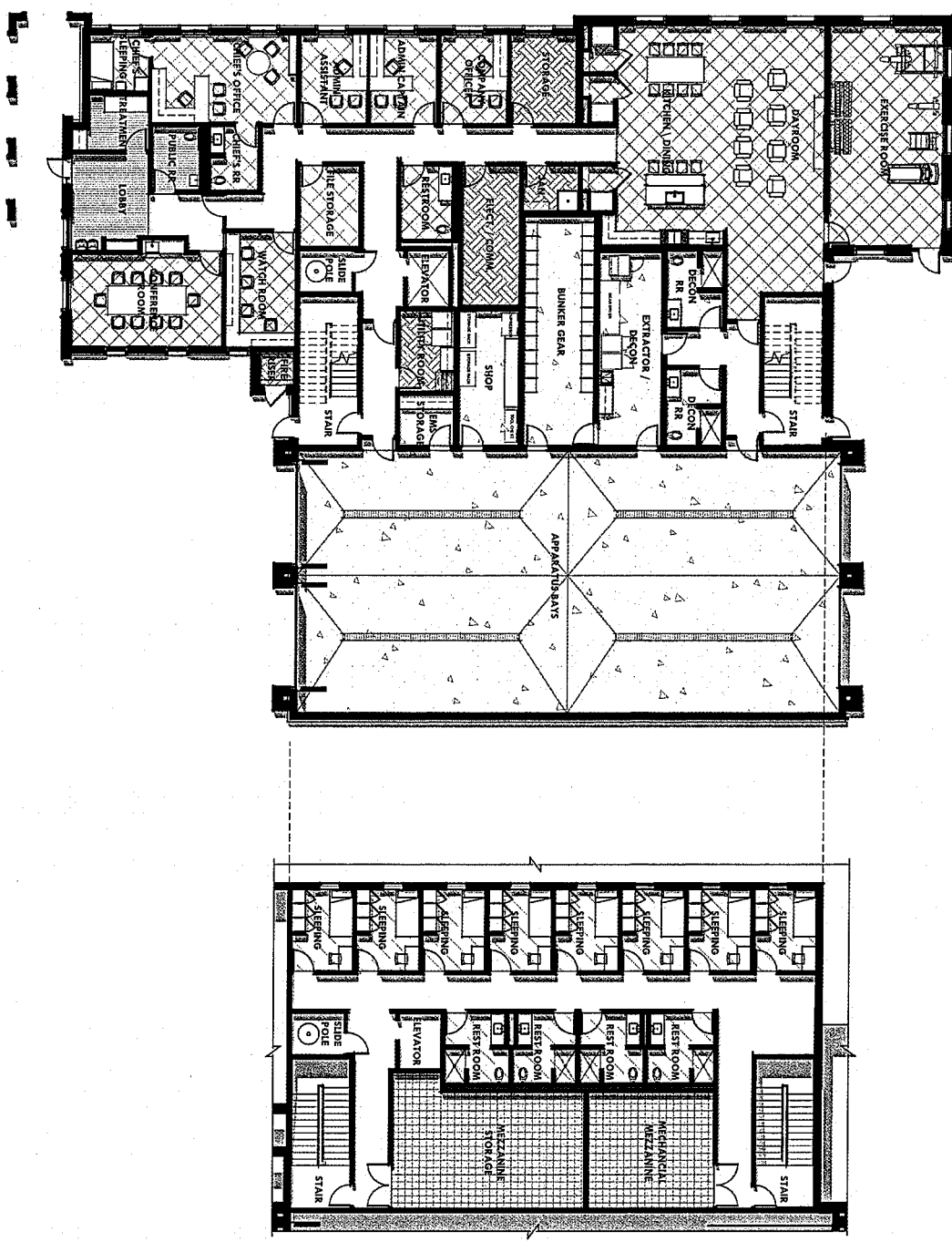
E General Cavazos Blvd

MARCH 19, 2024

KINGSVILLE FIRE STATION #3
SITE PLAN

INTERIM REVIEW DOCUMENTS
NOT FOR REGULATORY APPROVAL,
PERMITTING, OR CONSTRUCTION
RAY W. HOLLIDAY
TX REG. NO. 18854



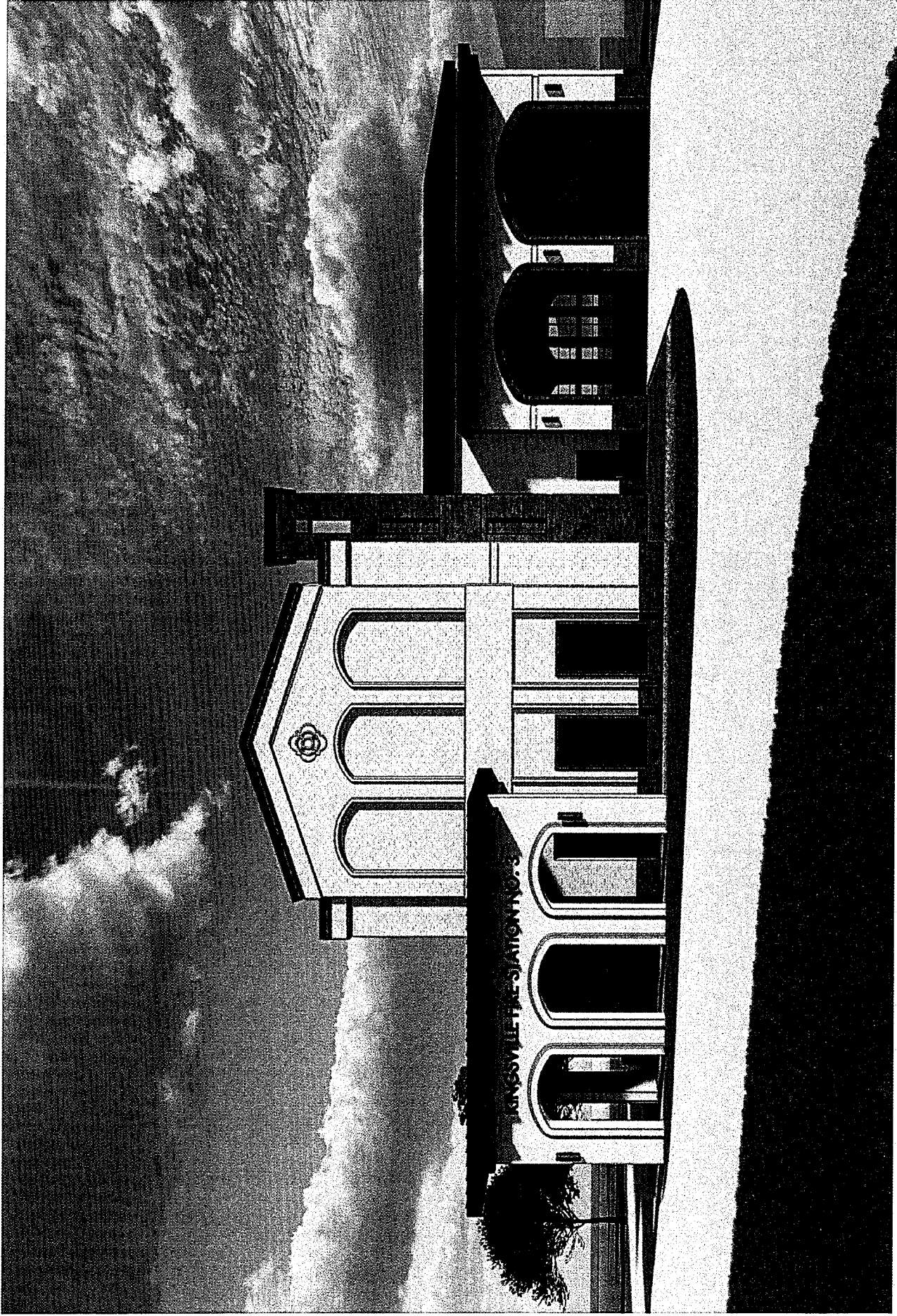


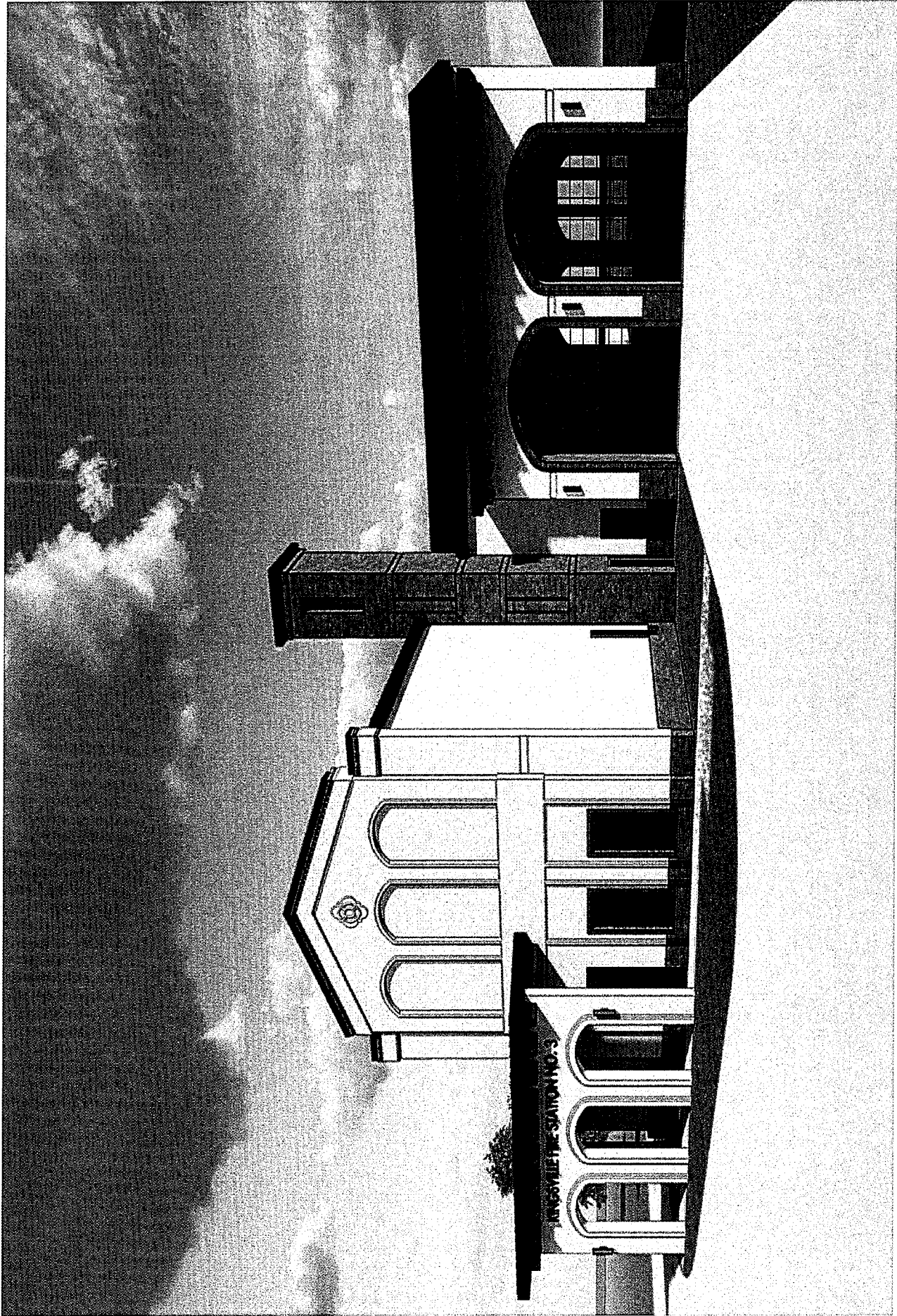
MARCH 19, 2024

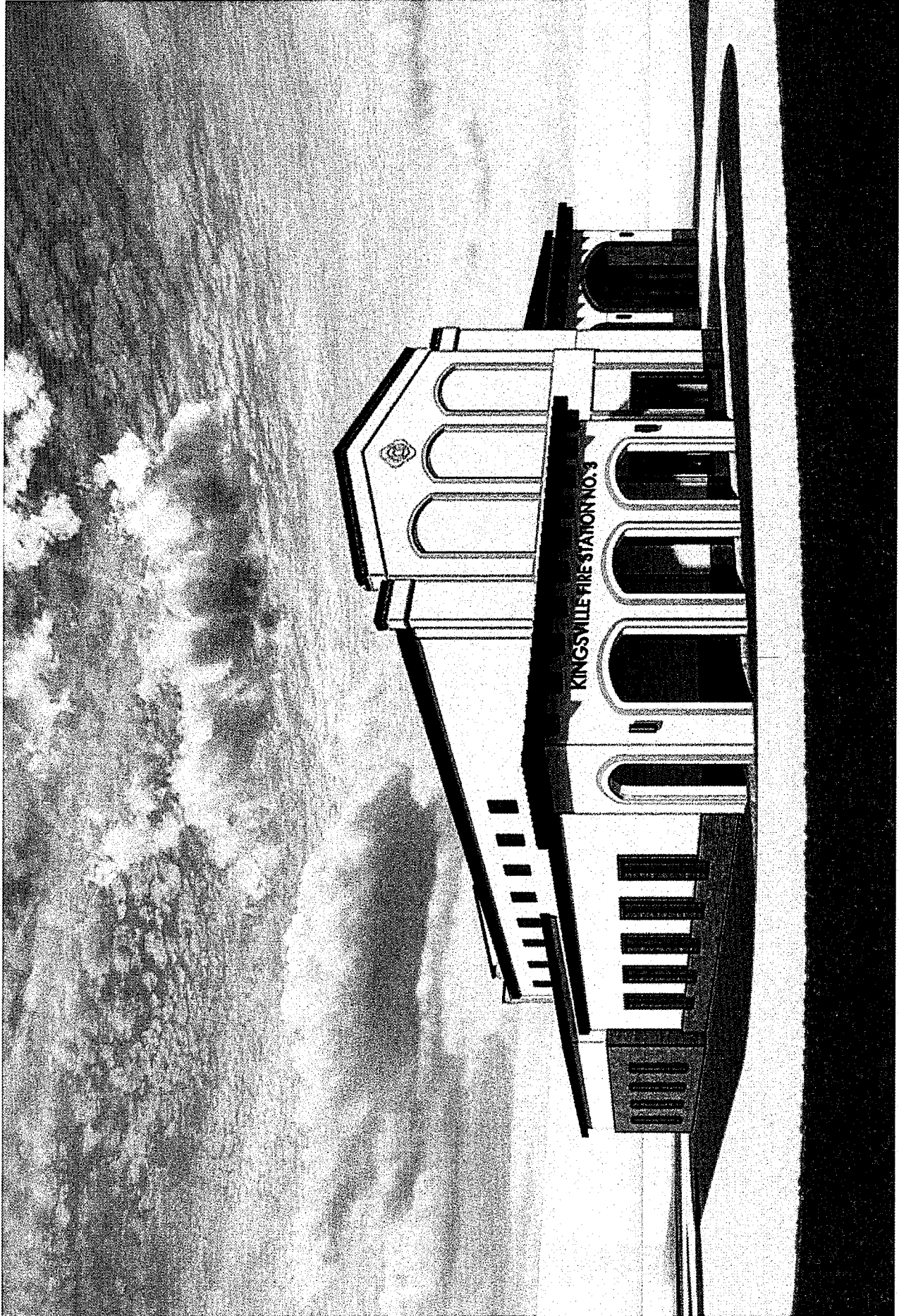
**KINGSVILLE FIRE STATION #3
FLOOR PLAN**

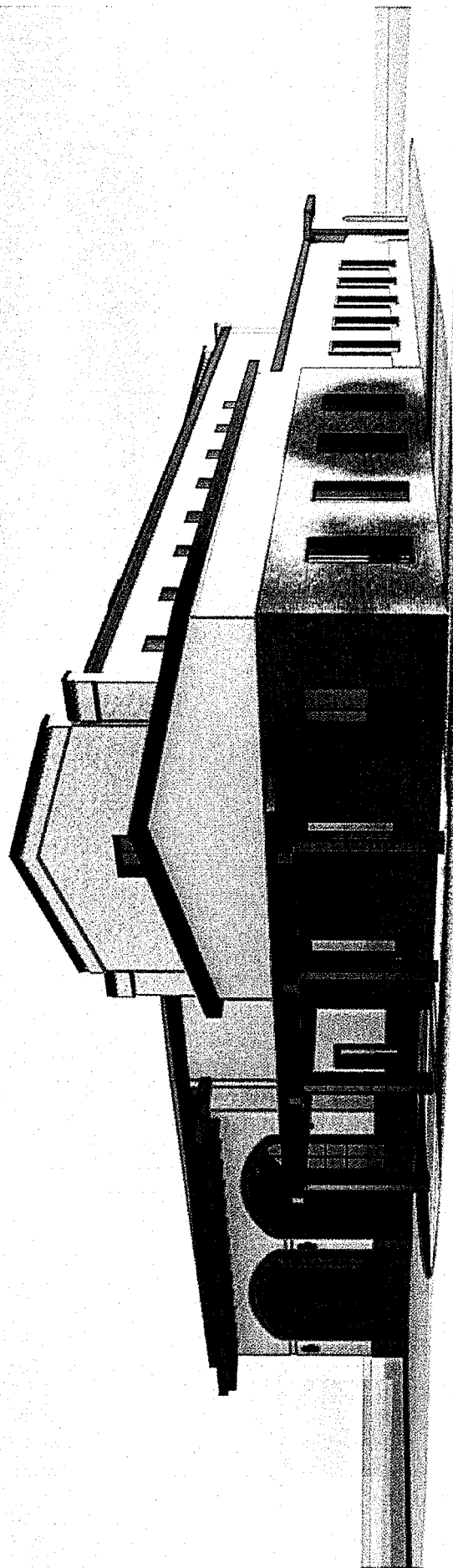
INTERIM REVIEW DOCUMENTS
NOT FOR REGULATORY APPROVAL,
PERMITTING, OR CONSTRUCTION
RAY W. HOLLIDAY
TX REG. NO. 18834

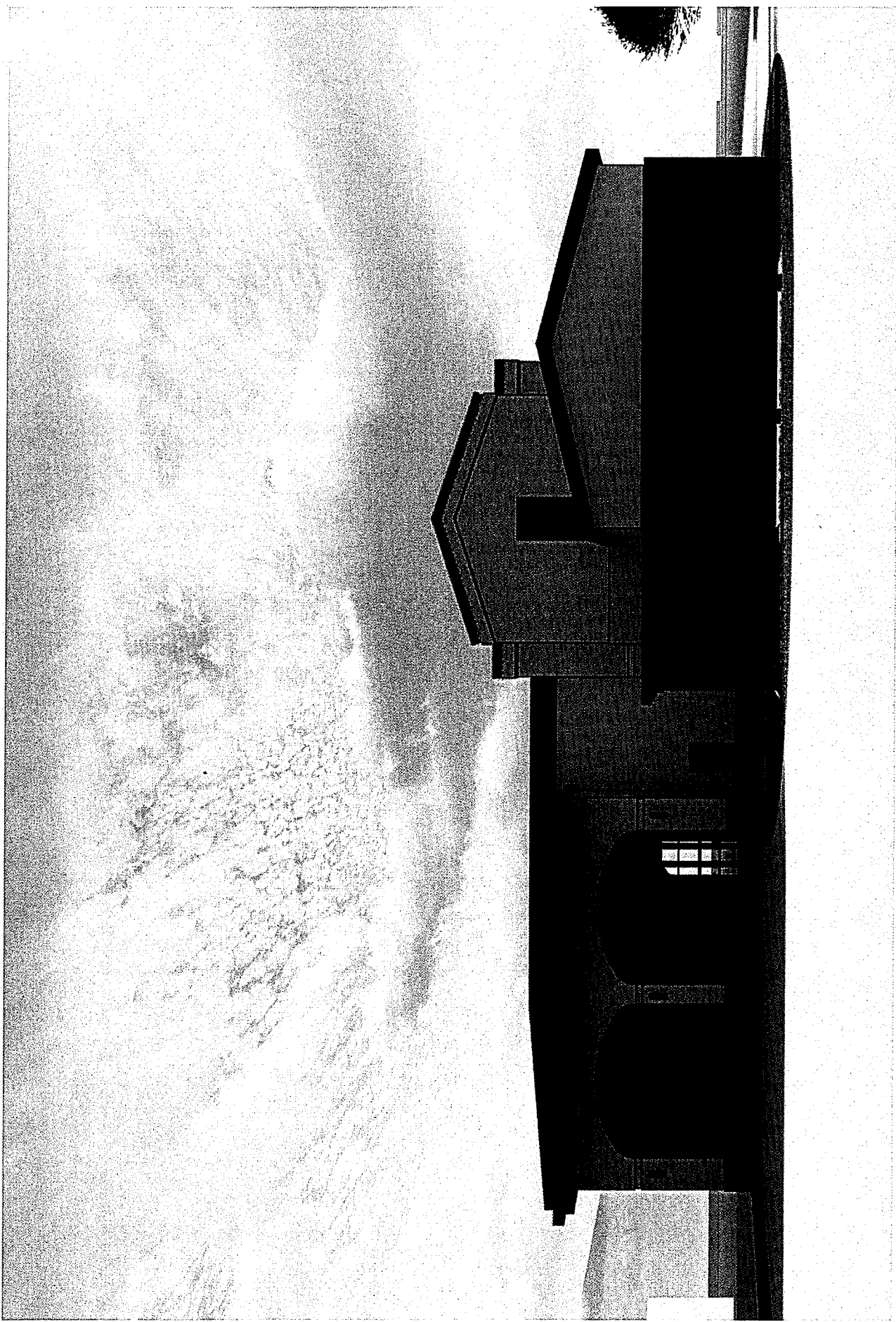












AGENDA ITEM #4

**City of Kingsville
Department Name**

TO: Mayor and City Commissioners
CC: Mark McLaughlin, City Manager
FROM: Juan J. Adame, Fire Chief
DATE: April 18, 2022
SUBJECT: Fire Department Budget Amendment

Summary:

The Kingsville Fire Department has experienced numerous equipment problems with the department's ladder truck Unit #111. The latest mechanical issues have resulted in a repair cost of \$46,619.69. These problems included electrical and hydraulic problems, replacing of complete exhaust system and lighting problems.

Background:

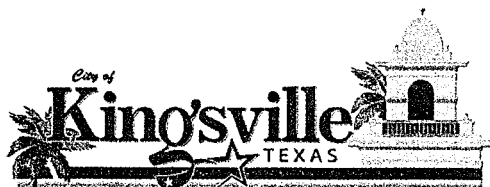
This year the fire department budgeted \$46,000 for vehicle maintenance. Additional funding is requested to cover the repairs for Unit #111. Additional funding is requested to cover vehicle repair costs for the remainder of the budget year.

Financial Impact:

The fire department is requesting a budget amendment in the amount of \$68,000 to cover the necessary repairs for unit. Funds will come from fund 097 Vehicle Replacement Fund.

Recommendation:

The fire department recommends a budget transfer in the amount of \$68,000.00.



ORDINANCE NO. 2024-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2023-2024 BUDGET TO APPROPRIATE FUNDING FOR FIRE DEPARTMENT LADDER TRUCK REPAIRS.

WHEREAS, it was unforeseen when the budget was adopted that there would be a need for funding for these expenditures this fiscal year.

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2023-2024 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#29

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 097 – Vehicle Replacement Fund-Fire					
<u>Expenditures – 5</u>					
2200	Fire	Vehicle Maintenance	41100	\$68,000	

[To amend the City of Kingsville FY 23-24 budget to appropriate funding for the Fire Department ladder truck repairs along with additional funds needed to finish the fiscal year. Funding will come from the unappropriated fund balance for Fund 097.]

II.

THAT all Ordinances or parts of Ordinances in conflict with this Ordinance are repealed to the extent of such conflict only.

III.

THAT if for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this ordinance, for it is the definite intent of this City Commission that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

IV.

THAT this Ordinance shall not be codified but shall become effective on and after adoption and publication as required by law.

INTRODUCED on this the 8th day of April 2024.

PASSED AND APPROVED on this the _____ day of _____, 2024.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #5

**City of Kingsville
Engineering Dept.**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Rutilio P. Mora Jr, P.E., City Engineer

DATE: April 8, 2024

SUBJECT: Consider Approving Letter of Engagement between the Water Finance Exchange and the City of Kingsville.

Summary:

Approving the letter of engagement will help the City in pursuing funds for water, wastewater, and flood infrastructure projects. The Engineering Department is currently pursuing funding with the Texas Water Development Board for Wastewater Treatment Plant improvements. Step 1 of the application process was submitted in March 2024. If invited to apply, then Step 2 of the application would be submitted. Other projects being pursued are included in Exhibit A in the letter of engagement for flood infrastructure projects.

Background:

Water Finance Exchange ("WFX") is a 501(c)(3) non-profit organization. WFX is also eligible under various state and federal funding programs, e.g. the State Revolving Funds, to receive technical assistance (TA) funding to support their efforts to help communities with water and wastewater infrastructure needs. These technical assistance funds are a separate source of funding from the grant funding for which the City may be eligible and, therefore, will not affect or reduce the availability of grant funds to the City. As such, WFX requests the City work collaboratively with WFX to identify and seek potential TA funding to help the City and to offset, in part, WFX's expenses associated with assisting the City. WFX agrees the City will not be directly responsible for any fees or costs associated with their services and that any such fees or costs would be paid solely through grants or loans for which the City would qualify and receive.

Financial Impact:

No financial impact.



**City of Kingsville
Engineering Dept.**

Recommendation:

Staff recommendations.

1. Approving the letter of engagement between Water Finance Exchange and the City of Kingsville.
2. Authoring the City Manager to sign the letter of engagement.

Attachments:

Letter of Engagement

Exhibit A

Water Finance Exchange presentation



WFX Staff Bios

Rogelio Rodriguez, Director, Texas Infrastructure Fund: Rogelio initiates and executes projects for WFX in Texas and throughout the United States by engaging communities and understanding their needs from an infrastructure and financial aspect. Rogelio facilitates federal, state, and philanthropic funding opportunities into a long-term strategy of sustainable systems.

Mr. Rodriguez brings a 25-year career in public finance having served several communities in addressing infrastructure needs and financial planning. Recently, Rogelio served as Managing Director for Oppenheimer & Co and Senior Vice President and Head of the Texas Quantitative Group for FHN Financial Capital Markets. Where he executed financings for Cities, utility systems, large infrastructure, and governmental projects. He brings a history of credit analysis and financial modeling for utility systems where has introduced opportunities for non-public funding and grants.

Mr. Rodriguez is active in his community having served as board member to the Judson Education Foundation, North East Educational Foundation the Southside Education Foundation, the YMCA Child and Family Services, and Bexar County Detention Ministries. Rogelio has served as an advocate for local government as committee member for the Academic Achievement Distinction Committee (Appointed by Texas House Speaker Joe Straus) and as an expert witness for the Texas Legislature. Rogelio received a B.A. in Economics from Texas A&M University and holds a CFA in ESG Investing.

Lia Clark, Community Engagement Manager: Ms. Clark has experience as a water resource engineer on both domestic and international community-centered water, wastewater, and stormwater projects. She has conducted sustainable water resource management projects with Indigenous communities in Peru and rural communities in El Salvador. Most recently she worked with over 50 communities in the United States at Community Engineering Corps, connecting community leaders with the tools and expertise they needed to receive vital infrastructure funding. In addition to her technical background, she brings a decade of experience in participatory research, communications, and public outreach on the necessity of water, sanitation, and hygiene infrastructure for all.

Carlos Rubinstein, Senior Advisor: Carlos provides strategic support and expertise to the organization, focusing on all aspects of WFX's efforts in Texas. Mr. Rubinstein is the Principal member of RSAH2O, LLC – an environmental consulting firm with strong emphasis on water issues.

Rubinstein has served as an expert witness on various environmental cases and has published several peer-reviewed articles on Texas water policy. Rubinstein, appointed by Governor Rick Perry, served as chairman of the Texas Water Development Board from 2013-2015. During his tenure, he oversaw the implementation of the \$2 billion State Water Infrastructure Fund for Texas. He also served as the Texas representative to the Western States Water Council, and the Border Governors' Conference Sustainable Development worktable.

Mr. Rubinstein served as a commissioner of the Texas Commission on Environmental Quality (TCEQ) from 2009–2013. He has also served as deputy executive director of TCEQ and as Rio Grande Watermaster. Rubinstein is the Chairman of the Texas Water Foundation and a Board Member of Texas Water Trade. Rubinstein is a former member of the Texas Environmental Flows Advisory Group, the Governmental Advisory Committee, which advises the EPA Administrator on environmental concerns regarding NAFTA, the North American Agreement on Environmental Cooperation; and the Commission for Environmental Cooperation and of the Good Neighbor Environmental Board. He is a former city manager for the City of Brownsville. Mr. Rubinstein received a bachelor's degree in biology from Pan American University.

Hank Habicht, Managing Co-Founder: Hank oversees all activities of WFX, including partnership-building, developing the investment pipeline, and establishing the governance and investment process.

Mr. Habicht also serves as a Principal at Global Water 2020 and as Managing Director of the U.S. Water Partnership. His career has included leadership positions at the U.S. Department of Justice as Assistant Attorney General in charge of the Environment and Natural Resources Division, and at the U.S. EPA as Chief Operating Officer. At the U.S. EPA, he oversaw the development of new air and water programs to prevent pollution, including the development of the Energy Star program and implementation of market-based trading programs under the 1990 Clean Air Act amendments.

Mr. Habicht has served as Managing Partner of SAIL Capital Partners and Senior Vice President in charge of acquisitions and other divisions of Safety-Kleen, a billion-dollar environmental service company. He has also held positions and started ventures in the for-profit environmental arena, including VP of William D. Ruckelshaus Associates, which co-managed the successful Environmental Venture Fund. As Co-Founder of Capital E, LLC, a strategic consultancy for emerging renewable energy products and technologies, he advised Fortune 100 and early stage ventures on sustainable growth strategies. He is also served on numerous Boards, including as Chair of the Board of WaterHealth International. He serves on the Board of the U.S. Water Alliance and the U.S. Water Partnership, as head of Strategy for SunToWater, LLC, and serves on the Advisory Boards of the National Renewable Energy Laboratory and the Pacific Northwest National Laboratory. In 1991, the U.S. EPA awarded him with the Total Quality Leadership Award, and in 2009 he received the national Richard Mellon Award for Environmental Stewardship. Mr. Habicht holds a BA with High Honors from Princeton University and a JD from the University of Virginia.

Walter “Buzz” Pishkur, Senior Advisor: Buzz provides technical assistance to communities, while providing expertise and input into WFX's internal operations.

Mr. Pishkur is currently the director emeritus of water utilities for the City of Arlington, Texas, a municipal water and wastewater system covering 99.7 square miles and serving 400,000 customers, which he managed from 2012 until his retirement in 2018. He is also chairman of Public Water Solutions, a start-up marketing organization, and serves on the boards of RedZone

Robotics, Akron Global Water Alliance, and the Water Finance Exchange. He published his first book on organizational leadership and innovation in the public utility sector in December 2019. From 2010 through 2012, Buzz served as Midwest director of business development for the United Water Company, a leader in the water services industry. Aqua Ohio, Inc., the largest water company in the state of Ohio, named Buzz as president in 1992. He also had responsibility for the Western Pennsylvania operations of Aqua Pennsylvania. He retired from Aqua in October of 2008 to become president and CEO of Forum Health. In 1992 he completed his executive MBA degree, with honors, from the University of Illinois. He holds a Class III Water Operator License in the State of Ohio, a Class A Operator License in the State of Illinois, and a Class A Operator License in the State of Texas.

Josh Clement, Director of Programs and Development: Josh supports the day-to-day operations of the organization, leads fundraising and communication efforts, and provides project management support.

Mr. Clement began working in the water sector during graduate school, supporting published research on U.S. Water Policy, as well as economic and social analysis of water valuation. He has an extensive background in non-profit fundraising and financing, communications and civic engagement, program evaluation, and research and policy development. Mr. Clement's career has been spent in the non-profit sector, working primarily in Baltimore and South Africa with a variety of organizations that have focused on community organizing, housing and economic development, and social enterprises. He has significant federal and state grants management experience, helping manage programmatic and capital funding from the Department of Labor and the Department of Housing and Urban Development.

He holds a Masters in Public Policy from the Humphrey School of Public Policy at the University of Minnesota and a Bachelors of Arts in Sociology from Muhlenberg College.

RESOLUTION #2024-_____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LETTER OF ENGAGEMENT BETWEEN WATER FINANCE EXCHANGE AND THE CITY OF KINGSVILLE; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is currently pursuing funding with the Texas Water Development Board (TWDB) for wastewater treatment plant project funding and has some stormwater infrastructure projects that also need funding;

WHEREAS, Water Finance Exchange (WFX) is a 501(c)(3) non-profit organization that is eligible under various state and federal funding programs for moneys to assist communities with their efforts on water and wastewater infrastructure needs;

WHEREAS, the services of WFX would not cost the City any direct expenses as WFX only gets paid from grant funds if they successfully obtain funding for the City;

NOW, THEREFOR, BE IT RESOLVED by the City Commission of the City of Kingsville, Texas:

I.

THAT the City Manager is authorized and directed as an act of the City of Kingsville, Texas to enter into a Master Agreement between SCS Engineering and Client- City of Kingsville- for Professional Services relating to the Landfill in accordance with Exhibit A hereto attached and made a part hereof.

II.

THAT all resolutions or parts of resolutions in conflict with this resolution are repealed to the extent of such conflict only.

III.

THAT this Resolution shall be and become effective on and after adoption.

PASSED AND APPROVED by a majority vote of the City Commission on the _____ 8th day of _____ April _____, 2024.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney



April 1, 2024

Mr. Mark McLaughlin
City Manager
City of Kingsville
400 W. King Avenue
Kingsville, Texas 78363

**Re: Engagement with the City of Kingsville
to Support Water and Wastewater Infrastructure**

Dear Mark:

The Water Finance Exchange (“WFX”) is pleased to support the City of Kingsville (“Kingsville”) as it considers its options and pursues funding for water, wastewater, and flood infrastructure projects. We believe WFX can provide valuable support to “Kingsville as it considers the various funding options and strategic decisions.

This engagement letter sets forth our agreement for the provision of technical assistance services, which will involve working with “Kingsville to advise on the various sources of funding, and operational and financial decisions associated with “Kingsville drinking water, wastewater, and flood control system (the Scope). WFX will provide technical assistance services to “Kingsville to support some or all of the following activities:

- Conduct a technical review of projects and problems, building initial capital improvement plans and related funding opportunities and financing plans
- Support managerial and/or governance reviews for system sustainability
- Regionalization and collaborative opportunity review
- Assist efforts to procure additional professional service as needed, such as with engineering services
- Completion of funding and financing applications to state and federal agencies for water, wastewater, and flood control infrastructure
- Assist with regulatory and/or compliance challenges, including interacting with state regulatory agencies
- If requested, assist in the development of sustainable financial management practices, including the provision of WFX's rate impact model for water rate analysis.

These services are intended to be comprehensive and can be amended based upon the needs and requirements of “Kingsville. We would be happy to discuss expanding the scope of services at any time should “Kingsville desire and would provide an amended engagement letter at that time.

The WFX project team will be led by Rogelio Rodriguez and supported by other WFX professionals on an as-needed basis. Attached are biographies of the core WFX team available to support "Kingsville. Rogelio Rodriguez will serve as your primary contact. We understand that "Kingsville may be working in partnership with other organizations in the implementation of water, wastewater, and flood control infrastructure. Kingsville authorizes WFX and its representatives to communicate and coordinate directly with other organizations and agencies only regarding the new projects proposed by Kingsville as listed in the attached Exhibit A to this engagement letter.

As mentioned previously, WFX's services being extended to "Kingsville are supported in part by our philanthropic funders. As a 501(c)(3) non-profit organization, WFX is also eligible under various state and federal funding programs, e.g. the State Revolving Funds, to receive technical assistance (TA) funding to support our efforts to help communities with their water and wastewater infrastructure needs. These technical assistance funds are a separate source of funding from the grant funding for which "Kingsville may be eligible and, therefore, will not affect or reduce the availability of grant funds to "Kingsville. As such, we would request "Kingsville work collaboratively with WFX to identify and seek potential TA funding to help offset, in part, our expenses associated with assisting Kingsville. WFX agrees that "Kingsville will not be directly responsible for any fees or costs associated with our services and that any such fees or costs would be paid solely through grants or loans for which the "Kingsville would qualify and receive.

"Kingsville or WFX may terminate this engagement upon 14 days written notice to the other. [WFX may receive notice at: Rogelio Rodriguez, Director, WFX, 1455 Pennsylvania Ave. NW, Suite 400, Washington, DC 20004; or via email at: rrodriguez@waterfx.org. Kingsville may receive notice at: City Manager, City of Kingsville, P.O. Box 1458, Kingsville, TX 78364; or via email at: citymanager@cityofkingsville.com.]

WFX often includes success stories of its clients in its marketing materials. As such, after the first successful awarding of funds to Kingsville, WFX would ask "Kingsville to authorize WFX to reference our work with "Kingsville, including identifying "Kingsville as its client, in WFX's marketing materials intended to be provided to WFX funders and the general public for the purpose of describing the WFX's role in supporting "Kingsville. Kingsville will need to provide written consent prior to WFX using Kingsville's name in any marketing materials.

We are very excited to be working with you on this matter. If the terms of this engagement letter are acceptable to you, please sign below and return to me or signify your acceptance by sending me an email to that effect.

Sincerely,



Rogelio Rodriguez
Water Finance Exchange

Agreed:

City of Kingsville

Mr. Mark McLaughlin

Date: _____

G-17 Notice: The Water Finance Exchange is acting as a technical assistance provider and not as a municipal advisor, financial advisor or fiduciary to the Issuer or any other person or entity in connection with the issuance of municipal securities by the Issuer. The information provided is not intended to be and should not be construed as "advice" within the meaning of Section 15B of the Securities Exchange Act of 1934. The Issuer should consult with its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate. If the Issuer would like a municipal advisor that has legal fiduciary duties to the Issuer, then the Issuer is free to engage a municipal advisor to serve in that capacity.

EXHIBIT A

Here are the six projects WFX will be providing assistance to the City of Kingsville and International Engineering Consultants on that are due to the TWDB by their 4/15/2024 deadline:

PROJ. NO.	OTHER-FME ID	Project Description TWDB Upstream (Stormwater)	Funding Source Applied For? / Status?
C2	131000188	Location 2 19th St. from E. Lott Ave. to Maple St. Drainage Improvements <i>(part of Master Drainage Plan)</i>	NO / Working, due 4/15/2024
C5	131000189	Location 5 Caesar Place Subdivision Drainage Improvements <i>(part of Master Drainage Plan)</i>	NO / Working, due 4/15/2024
C9	130000190	Location 9 N. 17th St. and Corral Ave. Intersection Drainage Improvements <i>(part of Master Drainage Plan)</i>	NO / Working, due 4/15/2024
C10	131000191	Location 15 Carriage Park 2 Subdivision Drainage Improvements	NO / Working, due 4/15/2024
C11	131000111	Location 16 FM1356 Channel Improvements	NO / Working, due 4/15/2024
C12	131000112	Location 17 Paulson Falls Subdivision Detention Pond Improvements	NO / Working, due 4/15/2024

EXHIBIT A Cont'd

Here are seven other projects whose grant applications were submitted to the TWDB CWSRF Grant Program by the 2/29/2024 deadline and are currently in review by TWDB. WFX will be providing feedback on these should we receive RFI's during the review process:

PROJ. NO.	OTHER OLA#/PIF#	TWDB CWSRF North & South Waste Water Treatment Plant (NWWTP & SWWTP) Projects (Waste Water)	Funding Source Applied For? / Status?
UF02a	1939852 / 15673	Location 02a NWWTP Headworks Improvements	YES / App. In review
UF02d	1944825 / 15690	Location 02d NWWTP Plantwide Structural Rehabilitation	YES / App. In review
UF03a	1944845 / 15691	Location 03a SWWTP Headworks Improvements	YES / App. In review
UF03e	1950959 / 15695	Location 03e SWWTP Power and Electrical	YES / App. In review
UF03i	1954291 / 15696	Location 03i SWWTP Performance Upgrades	YES / App. In review
UF03j	1954294 / 15697	Location 03j SWWTP 0.5 MGD Expansion	YES / App. In review
UF02e	1965693 / 5874	Location 02e NWWTP New Blowers, Power & SCADA Upgrades	YES / App. In review

AGENDA ITEM #6

City of Kingsville
Purchasing Department

TO: Mayor and City Commissioners
CC: Mark McLaughlin, City Manager
FROM: Charlie Sosa Purchasing Manager
DATE: March 27, 2024
SUBJECT: Annual Hot Mix Asphalt Overlay Service Contract

Summary:

This item authorizes the City to enter into a contract with JN Sanford and Son of Kingsville, Texas 78363 for the Annual Hot Mix Overlay Asphalt Services Contract for the City of Kingsville.

Background:

We published a Request for Proposals #24-06 in the newspaper on February 8, 2024, and February 15, 2024. Request for Proposals were accepted until 2:00 PM on February 27, 2024. One response was received from JN Sanford and Son of Kingsville, Texas 78363. Staff reviewed RFP #24-06 and found the information received to be responsive for JN Sanford and Son of Kingsville, Texas 78363.

Financial Impact:

None at this time.

Recommendation:

It is recommendation the City enter into a contract with JN Sanford and Son of Kingsville, Texas 78363, for the Hot Mix Asphalt Overlay Services Contract for the City of Kingsville, as per staff recommendation.



PROPOSAL OF BIDDERS

The following bid is made for furnishing the LABOR AND EQUIPMENT/services for the City of Kingsville, Texas.

The undersigned declares that the amount and nature of the labor and equipment/services to be furnished is understood and that the nature of this bid is in strict accordance with the conditions set forth and is a part of this bid, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened.

The undersigned, in submitting this bid, represents that they are an equal opportunity employer, and will not discriminate with regard to race, religion, color, national origin, age or sex in the performance of this contract.

The undersigned hereby proposes to furnish the items on, F.O.B. Kingsville, Texas, freight pre-paid at the unit prices bid herein after notice of bid award.

The undersigned affirms that they are duly authorized to execute this contract document that this company, corporation, firm, partnership or individual and has not prepared this bid in collusion with any other bidders, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this type of business prior to the official opening of this bid.

HMAC ASPHALT OVERLAY SERVICES

24-06

Respectfully Submitted,

PLEASE SUBMIT A COPY OF YOUR COMPANY'S W-9

Janie Sanford
SIGNATURE

2/25/24
DATE

Janie Sanford
PRINTED NAME

owner
TITLE

J N Sanford & Son
COMPANY NAME

Janie Sanford
CONTACT PERSON (Must have knowledge of bid)

4119 S. Brahma *Kingsville* *Tx* *78363*
BILLING ADDRESS STREET CITY STATE ZIP

" " " "
MAILING ADDRESS STREET CITY STATE ZIP

361-720-0420 *n/a* *JNSANFORD_Son@hotmail.com*
PHONE NUMBER (metro/toll free) FAX NUMBER E-MAIL ADDRESS

NO BID: If response is not received in the form of a "Bid" or "No Bid," No bidders will not be removed from bid list unless indicated below. Please give a specific reason as to why you are unable to bid, i.e.: we do not sell the required product/service.

No bids may be faxed to: 361-595-8035

24-06 HMAC Asphalt Overlay Services

Variations from the aforementioned Specifications may be acceptable provided such differences are noted on the bid and are deemed to be advantageous to the City. Any substitutions from brand names mentioned must be proved to be equal and may be considered for award by the Purchasing Manager and requesting department if so proven.

Invoices must be detailed – charges must be itemized and quantity of hours per person must be detailed

1. Labor and Equipment Charge for Square Yard Overlay HMAC \$ 10.⁸⁰ /SY

INSURANCE REQUIREMENT AFFIDAVIT

TO BE COMPLETED BY APPROPRIATE INSURANCE AGENT.

I, the undersigned agent, certify that the insurance requirements contained in this bid document have been reviewed by me with the vendor identified below. If the vendor identified below is awarded this contract by the City of Kingsville, I will be able, within ten (10) working days after being notified of such award, to furnish a valid insurance certificate to the CITY meeting all of the requirements contained in this bid.

Mary Mora
Agent Signature

Mary Mora
Printed Name

Penn. America Ins. Co.
Name of Insurance Carrier

608 S. 13th Kingsville TX 78363
Address of Agency City State Zip

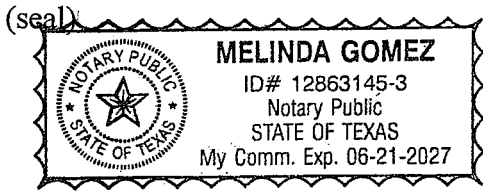
361-592-8650 361-592-8650 morainsurance17@gmail.com
Phone # Fax # Email Address

James Sanford dba JN Sanford & Sons
Vendor / Contractor Name

Acknowledgement

Subscribed and Sworn before me by the above named Mary Mora

On this 23 day of February, ~~2017~~ 2024



Melinda Gomez
Notary Public in and for the State of TX

NOTICE TO THE AGENT

If this time requirement is not met, the City has the right to declare this vendor non-responsible and award the contract to the next lowest/responsible bidders meeting the specifications. If you have any questions concerning these requirements, please contact Charlie Sosa, City of Kingsville Purchasing Manager at 361-595-8025.

AGENDA ITEM #7

City of Kingsville
Purchasing Department

TO: Mayor and City Commissioners
CC: Mark McLaughlin, City Manager
FROM: Charlie Sosa Purchasing Manager
DATE: March 27, 2024
SUBJECT: Annual Hot Mix Asphalt Services Contract

Summary:

This item authorizes the City to enter into a contract with Berry Contracting LP, dba Bay LTD for the Annual Hot Mix Asphalt Services Contract for the City of Kingsville.

Background:

We published a Request for Proposals #24-07 in the newspaper on March 7, 2024, and March 14, 2024. Request for Proposals were accepted until 2:00 PM on March 26, 2024. One response was received from Berry Contracting LP, dba Bay LTD of Corpus Christi, Texas. Staff reviewed RFP #24-07 and found the information received to be responsive for Berry Contracting LP, dba Bay LTD.

Financial Impact:

None at this time.

Recommendation:

It is recommendation the City enter into a contract with Berry Contracting LP, dba Bay LTD of Corpus Christ Texas, for the Hot Mix Asphalt Services Contract for the City of Kingsville, as per staff recommendation.



**ATTACHMENT A:
REFERENCE SHEET**

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: 24-07

BIDDER'S NAME: Berry Contracting LP, dba Bay Ltd. **DATE:** 03/26/2024

Provide the name, address, telephone number and **E-MAIL** of at least three (3) valid Municipal Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Kingsville references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.

1. Company's Name CITY OF CORPUS CHRISTI
 Name of Contact JEFFREY EDMONDS, P.E.
 Title of Contact DIRECTOR OF ENGINEERING SERVICES
 E-Mail Address JeffreyE@cctexas.com
 Present Address 1201 LEOPARD ST
 City, State, Zip Code CORPUS CHRISTI, TX 78401
 Telephone Number 361-826-3500

TEXAS DEPARTMENT OF TRANSPORTATION

2. Company's Name VALENTE OLIVAREZ, JR., P.E.
 Name of Contact DISTRICT ENGINEER
 Title of Contact Valente.Olivarez@txdot.gov
 E-Mail Address 1701 SOUTH PADRE ISLAND DRIVE
 Present Address CORPUS CHRISTI, TX 78416
 City, State, Zip Code 361-808-2660
 Telephone Number

3. Company's Name PORT OF CORPUS CHRISTI
 Name of Contact EDUARDO BELMAREZ
 Title of Contact DIRECTOR OF PROCUREMENT SERVICES
 E-Mail Address ebelmarez@pocca.com
 Present Address 400 CHARLES ZAHN, JR. DRIVE
 City, State, Zip Code CORPUS CHRISTI, TX 78401
 Telephone Number 361-882-5633

ATTACHMENTS C:

**CITY OF KINGSVILLE
BID FORM**

This form must be completed and returned as part of your bid.

Do not include Federal Tax or State Sales Tax. The necessary exemption certificates will be issued upon request.

BY SUBMITTING THIS BID, THE BIDDER CONFIRMS THAT HE/SHE HAS READ THE ENTIRE BID PACKAGE AND ACCEPTS ALL TERMS AND CONDITIONS OF THE BID PACKAGE.

In accordance with the terms of your Invitation to Bid, your conditions, and with full knowledge of the terms of your contract, we agree to furnish and deliver to the City of Kingsville TxDOT TYPE D HMAC for the period commencing upon award and through September 30, 2030 and renewable annually. We also understand that amounts shown are estimated and may vary, more or less, during the contract period.

ITEM	QUANTITY	DESCRIPTION	TOTAL UNIT PRICE F. O. B. KINGSVILLE, TX
1.	3,000 TONS	Tx DOT Item 340 Type D, HMAC DELIVERED BY TRUCK	\$ <u>\$113.20</u>
		PICKED UP AT YOUR PLANT	\$ <u>\$101.30</u>

TIME NEEDED FOR DELIVERY: 3 DAY DAYS (TRUCK)

HOW MUCH NOTICE DO YOU NEED IF CITY PICKS UP MATERIALS AT YOUR PLANT?
1 DAY

PLEASE STATE DEMURRAGE TIME AND AMOUNT, IF ANY:

AMOUNT \$ 95.00/HRS. AFTER 1st 1/2 HR.

TIME _____

**ADDITIONAL CHARGES \$ _____

**LIST TYPE OF CHARGES _____

ADDRESS AND LOCATION OF YOUR PLANT:

6101 HOPKINS ROAD CORPUS CHRISTI, TX 78409

****CHARGES NOT CLEARLY STATED WILL NOT BE HONORED AFTER BID IS AWARDED!****

Bid Form

Pg. 2

I certify that I understand the specifications, have read the document in its entirety and that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. I further certify and agree to furnish any or all products/services at the price offered, and upon conditions contained in the specifications of the Invitation to Bid.

DATED THIS 26 DAY OF March, 2024.

Berry Contracting, LP dba Bay Ltd.

BIDDING FIRM

BY: Matthew R. Beal

PRINT NAME

Matthew R. Beal

(SIGNATURE)

ADDRESS: 1414 Valero Way

Corpus Christi, TX 78408

TELEPHONE: 361-693-2100

FAX: 361-289-2304

E-MAIL: bealm@bayltd.com

BERRY OPERATING COMPANY, LLC
SPECIAL MEETING OF MANAGERS

Berry Operating Company, LLC, general partner of Berry Contracting, LP, dba Bay Ltd. held a special meeting this 13th day of February 2024. Robert Powers, President, presided as Chairman of the meeting and M.G. Berry served as Secretary. All managers were present and waived notice of call and purpose of meeting. Mr. Powers said the purpose of the meeting was to name the individuals authorized to act for and on behalf of Bay Ltd., Highway Division in connection with matters relating to the Texas Department of Transportation and other state, municipal, federal, quasi-governmental entities and private bodies.

RESOLVED that the following named individuals be empowered to act for and on behalf of Bay Ltd. as to the making and signing of contracts, bonds, bids, offers or other arrangements and revisions, changes or modification of same as the needs of the company may require.

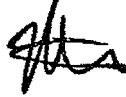
Robert Powers	President
D. W. Berry	Vice President
M. G. Berry	Vice President
A. L. Berry	Vice President
Glen Whittington	Vice President
Kevin Stone	Vice President
Jim Klein	Vice President, Treasurer & CFO
Mike Hummell	Vice President & General Counsel

FURTHER RESOLVED that Mr. Kevin Stone and Matthew Beal are empowered to sign contracts, bonds, bids, offers, or arrangements and revisions, changes or modification of same as the needs of the Highway Division of Bay Ltd. may require, hereby ratifying and affirming all such acts.

FURTHER RESOLVED that Kevin Stone and Matthew Beal are specifically empowered to act for and on behalf of Bay Ltd. to sign "Proposal to the Texas Department of Transportation".

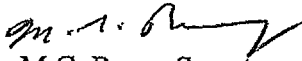
FURTHER RESOLVED that the Secretary be and is herein authorized and directed to furnish a certified copy hereof to any interested parties with the knowledge that such parties will rely upon same until actual receipt of written notice of change, deletion, modification, or revocation of such authority.

Approved Correct:



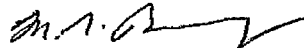
Robert Powers, President

Attest:


M.G. Berry, Secretary

Certification

I, M.G. Berry, Assistant Secretary of Berry Operating Company, LLC certify that the above are minutes of a special meeting of the Managers of Berry Operating Company, LLC general partner of Berry Contracting LP, dba Bay Ltd., held on the date shown above and that such resolution was validly adopted at the Managers meeting at which a quorum was present and such resolution is a continuing resolution and is presently valid and in full force and effect this February 13, 2024 to which witness my hand.



M.G. Berry, Assistant Secretary

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An Offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

N/A

2

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

N/A

3 Name each employee or contractor of the local government entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.

N/A

4 Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.

N/A

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

Page 2

For vendor or other person doing business with local governmental entity

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

N/A

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

N/A

Yes

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government Officer named in this section AND the taxable income is not from the local governmental entity?

N/A

Yes

No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves As an officer or director, or holds an ownership of 10 percent or more?

N/A

Yes

No

D. Describe each affiliation or business relationship.

N/A

6

Matthew R Beal

Signature of person doing business with the governmental entity

3/26/2024

Date

BERRY OPERATING COMPANY, LLC
SPECIAL MEETING OF MANAGERS

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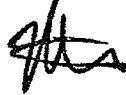
Robert Powers	President
D. W. Berry	Vice President
M. G. Berry	Vice President
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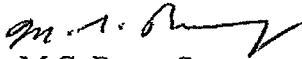
FURTHER RESOLVED that the Secretary be and is herein authorized and directed to furnish a certified copy hereof to any interested parties with the knowledge that such parties will rely upon same until actual receipt of written notice of change, deletion, modification, or revocation of such authority.

Approved Correct:



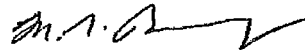
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M.G. Berry, Secretary

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M.G. Berry, Assistant Secretary

PART III SPECIFICATIONS

1. **Purpose:** The City of Kingsville, Texas herein after "City", is soliciting bids for dense-graded hot-mix asphalt, Type D, for pick-up on an as needed basis for street repairs.
2. **Delivery/Pick-Up Requirements:** The City of Kingsville – Street Department will be responsible for pick-up of all dense-graded hot-mix asphalt orders from Contractor's location.
3. **Requirements:** Dense-graded, Type D, hot-mix asphalt must meet the minimum specifications in accordance with Texas Department of Transportation Specification Item No. 340 for dense-graded hot-mix asphalt, pages 1 – 16. Please refer to dense-graded,

Dense-Graded, Hot-Mix Asphalt, Type D
1. Hot-Mix Asphalt, Dense Graded, Type D, RAP 20%, SAC-B or Better, Reference: TxDOT - Item No. 340 or buyers approved equal

**ATTACHMENT C
BID SHEET**

1. **ATTACHMENT C – BID SHEET** is posted in solicitation documents for IFB No. 24-07 – Hot-Mix Asphalt <https://www.cityofkingsville/purchasing/2024>
 - 1.1 In order to be considered responsive Attachment C- Bid Sheet must be completed, signed by an authorized representative and returned by the deadline for submission of response indicated in Part I Section 5 – Schedule of Events. No unauthorized changes to the bid sheet are permitted.
 - 1.2 The Bidder, by submitting and signing Attachment C – Bid Sheet, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.
 - 1.3 By the signature affixed on Attachment C-Bid Sheet, the Bidder hereby certifies that neither the Bidder nor the entity represented by the Bidder, or anyone acting for such entity has violated the antitrust laws of this State, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, the response made to any competitor or any other person engaged in such line of business.
 - 1.4 The Bidder agrees, if this Bid is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and the amounts shown on bid sheet.

BERRY OPERATING COMPANY, LLC
SPECIAL MEETING OF MANAGERS

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M. G. Berry	Vice President
A. L. Berry	Vice President
Glen Whittington	Vice President
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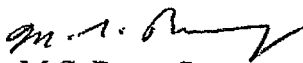
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Approved Correct:




Robert Powers, President

Attest:


M.G. Berry, Secretary

Certification

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M.G. Berry, Assistant Secretary

BERRY OPERATING COMPANY, LLC

SPECIAL MEETING OF MANAGERS

Berry Operating Company, LLC, general partner of Berry Contracting, LP, dba Bay Ltd. held a special meeting this 13th day of February 2024. Robert Powers, President, presided as Chairman of the meeting and M.G. Berry served as Secretary. All managers were present and waived notice of call and purpose of meeting. Mr. Powers said the purpose of the meeting was to name the individuals authorized to act for and on behalf of Bay Ltd., Highway Division in connection with matters relating to the Texas Department of Transportation and other state, municipal, federal, quasi-governmental entities and private bodies.

RESOLVED that the following named individuals be empowered to act for and on behalf of Bay Ltd. as to the making and signing of contracts, bonds, bids, offers or other arrangements and revisions, changes or modification of same as the needs of the company may require.

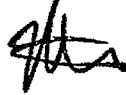
Robert Powers	President
D. W. Berry	Vice President
M. G. Berry	Vice President
A. L. Berry	Vice President
Glen Whittington	Vice President
Kevin Stone	Vice President
Jim Klein	Vice President, Treasurer & CFO
Mike Hummell	Vice President & General Counsel

FURTHER RESOLVED that Mr. Kevin Stone and Matthew Beal are empowered to sign contracts, bonds, bids, offers, or arrangements and revisions, changes or modification of same as the needs of the Highway Division of Bay Ltd. may require, hereby ratifying and affirming all such acts.

FURTHER RESOLVED that Kevin Stone and Matthew Beal are specifically empowered to act for and on behalf of Bay Ltd. to sign "Proposal to the Texas Department of Transportation".

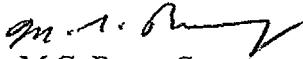
FURTHER RESOLVED that the Secretary be and is herein authorized and directed to furnish a certified copy hereof to any interested parties with the knowledge that such parties will rely upon same until actual receipt of written notice of change, deletion, modification, or revocation of such authority.

Approved Correct:



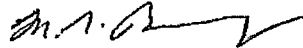
Robert Powers, President

Attest:


M.G. Berry, Secretary

Certification

I, M.G. Berry, Assistant Secretary of Berry Operating Company, LLC certify that the above are minutes of a special meeting of the Managers of Berry Operating Company, LLC general partner of Berry Contracting LP, dba Bay Ltd., held on the date shown above and that such resolution was validly adopted at the Managers meeting at which a quorum was present and such resolution is a continuing resolution and is presently valid and in full force and effect this February 13, 2024 to which witness my hand.



M.G. Berry, Assistant Secretary

AGENDA ITEM #8

City of Kingsville
Purchasing Department

TO: Mayor and City Commissioners
CC: Mark McLaughlin, City Manager
FROM: Charlie Sosa Purchasing Manager
DATE: March 28, 2024
SUBJECT: Landfill MSW Type I Drainage Improvements, Access Road Alignment, Construction, and Permitting Engineering Services (RFQ#23-06)

Summary:

This item authorizes the city to enter into a Professional Service Agreement with Hanson Engineering, for Landfill MSW Type I Drainage Improvements, Access Road Alignment, Construction, and Permitting Engineering Services for the City of Kingsville.

Background:

We published a Request for Qualifications #23-06 in the newspaper on June 1, 2023, and June 8, 2023. Responses were accepted until 2:00 PM on June 27, 2023. Three responses were received from: Hanson Engineering, CEC Engineering, and Mendez Engineering. Staff reviewed the responses received and found the information received to be responsive. The Selection Review Committee scored the three firms based on Experience, Capacity to Perform, and familiarity with Landfill Drainage Projects. The Selection Committee selected Hanson Engineering of 4501 Gollihar Road, Corpus Christi, Texas, 78411, as they were determined to be the most highly qualified firm for the project. The Selection Committee consisted of Bill Donnell Public Works Director; Darrell Mills, Sanitation Supervisor; and Charlie Sosa, Purchasing Manager.

Financial Impact:

The total amount of \$99,761.00 will be funded through FY22-23 Budgeted Landfill Closure Fund 090-5-1703-31400 in which \$479,085.00 funds are available.

Recommendation:

It is recommended that the City Commission: authorizes staff to enter into a Professional Service Agreement with Hanson Engineering of 4501 Gollihar Road, Corpus Christi, Texas, 78411, for the RFQ #23-06, Landfill MSW Type I Drainage Improvements, Access Road Alignment, Construction, and Permitting Engineering Services.



RESOLUTION #2024-_____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT BETWEEN HANSON PROFESSIONAL SERVICES INC. AND THE CITY OF KINGSVILLE FOR THE LANDFILL; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City need engineering services for work to be done at the City's Landfill, so the City advertised RFQ #23-06 in the local newspaper on June 1st & 8th, 2023 and three Statement of Qualification (SOQ) were received in response to the RFQ by the June 27, 2023 deadline; and

WHEREAS, the City Selection Review Committee (Public Works Director, Purchasing Manager, and Sanitation Supervisor) each reviewed the SOQ and recommended the RFQ be awarded to Hanson Professional Services Inc. (Hanson) as the most qualified firm for the project;

WHEREAS, the City Commission officially selected Hanson as the engineering firm on July 24, 2023, and staff has negotiated a contract for a fair and reasonable price under the Professional Services Procurement Act with the firm and now brings the contract back before City Commission for approval;

BE IT RESOLVED by the City Commission of the City of Kingsville, Texas:

I.

THAT the City Manager is authorized and directed as an act of the City of Kingsville, Texas to enter into a Professional Services Agreement between Hanson Professional Services Inc. and the City of Kingsville for Professional Services relating to the Landfill in accordance with Exhibit A hereto attached and made a part hereof.

II.

THAT all resolutions or parts of resolutions in conflict with this resolution are repealed to the extent of such conflict only.

III.

THAT this Resolution shall be and become effective on and after adoption.

PASSED AND APPROVED by a majority vote of the City Commission on the _____ 8th day of _____ April _____, 2024.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

Hanson Professional Services Inc.
Professional Services Agreement (PSA)
LEGL0200-23L0090

THIS PROFESSIONAL SERVICES AGREEMENT (PSA) is made this 24th day of August, 2023, between The City of Kingsville, subsequently referred to as "Client," and Hanson Professional Services Inc., subsequently referred to as "Hanson."

By joining in this PSA, Client retains Hanson to provide professional services in connection with The City of Kingsville Landfill East Drainage Infrastructure on the property located at 348 East C.R. 2130, Kingsville, Texas, subsequently referred to as "Project."

By this PSA, the scope of Hanson's services on Project is limited to that described in Attachment A.

The attached LEGL0252 Rev 2 - General Conditions (ES) are incorporated into and made a part of this PSA.

Client agrees to compensate Hanson for providing the above services in the manner described in Attachment B.

Client and Hanson hereby agree to and accept the terms and conditions stated above, including terms and conditions stated in the attached General Conditions, the receipt of which is acknowledged.

Hanson Professional Services Inc.

The City of Kingsville

By: Will R

By: _____

Title: Vice President

Title: _____

Date: August 24, 2023

Date: _____

Attachment A – Scope of Services

LEGL0200-23L0090

Effective Date: 8/24/2023

Project Description:

The City of Kingsville Landfill East Drainage Infrastructure; provide design and bidding phase services for this segment on the property located at 348 East C.R. 2130, Kingsville, Texas.

Services:

The Scope of Services to be provided is limited to the following:

1. Design of the east drainage infrastructure to include design of stormwater channels, box culverts, post inlets, roadway, and the remainder of Pond B retention pond and drainage chutes in accordance with the permit documents in Permit MSW 256-C. Attend a preliminary design meeting with the City to verify the scope of the project. Perform a topographic survey within the project limits to identify current ground surface elevations. Prepare 60% design documents for review and have a design review meeting. Incorporate comments from 60% review and prepare 90% design documents and attend a design review meeting. Incorporate comments from 90% review and finalize documents for bidding. Drawings will be developed in electronic format (AutoCAD Civil 3D) and set up as 11" x 17" sheets. Final drawings will be archived as Adobe Acrobat Portable Document Format (.pdf). Contract documents and specifications will be prepared in Microsoft Word and will be archived as .pdf. Two (2) hard copies of the final documents will be provided to the City.
2. Bid Phase. Coordinate advertisement with City. City to pay cost of advertising. Post project for bid on CivcastUSA website. Attend pre-bid meeting, respond to bidder's questions through Civcast and issue addenda, if necessary, through Civcast (up to two addendums). Attend bid opening, evaluate bids, and make recommendation of award.

Attachment B – Charges for Services

LEGL0200-23L0090

Effective Date: 8/24/2023

Basis of Charges:

Charges for professional services performed by our firm for all services listed in the Scope of Services will be made on the basis of a \$99,761.00 lump sum. Billings will be issued at least monthly, and will be based on the estimated percentage of the total Scope of Services that has been completed.

Hanson Professional Services Inc.
General Conditions (ES)

Hanson Agreement: LEGL0220- 23L0090

Agreement Date: August 24, 2023

Project Name: The City of Kingsville Landfill East Drainage Infrastructure

1. Invoices: Charges for services will be billed at least as frequently as monthly, and at the completion of the Project. CLIENT shall compensate HANSON for any sales or value added taxes which apply to the services rendered under this agreement or any addendum thereto. CLIENT shall reimburse HANSON for the amount of such taxes in addition to the compensation due for services. Payment of invoices shall not be subject to any discounts or set-offs by the CLIENT unless agreed to in writing by HANSON. Invoices are delinquent if payment has not been received within 30 days from date of invoice. There will be an additional charge of 1 1/2 percent per month compounded on amounts outstanding more than 30 days. All time spent and expenses incurred (including attorney's fees) in connection with collection of any delinquent amount will be paid by CLIENT to HANSON per HANSON's current fee schedules.

2. Termination: This Agreement may be terminated by either party upon written notice. Any termination shall only be for good cause such as legal, unavailability of adequate financing or major changes in the scope of services. In the event of any termination, HANSON will be paid for all services and expenses rendered to the date of termination on a basis of payroll cost times a multiplier of 3.0 (if not previously provided for) plus reimbursable expenses, plus reasonable termination expenses, including the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

3. Reuse of Documents: All documents including reports, drawings, specifications, and electronic media furnished by HANSON pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of this project, or on any other project. Any reuse without specific written verification or adaptation by HANSON will be at CLIENT's sole risk, and without liability to HANSON, and CLIENT shall indemnify and hold

harmless HANSON from all claims, damages, losses and expenses including court costs and attorney's fees arising out of or resulting there from. Any such verification or adaptation will entitle HANSON to further compensation at rates to be agreed upon by CLIENT and HANSON.

4. Standard of Care: Services performed by HANSON under this Agreement will be conducted in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party. HANSON is not acting as a municipal advisor to CLIENT as defined by the Securities and Exchange Commission.

5. Resilient Design: CLIENT agrees that estimating and projecting future weather, climate, rainfall, flood, tidal, ocean and on-shore conditions and their impacts upon existing or contemplated developments, infrastructure or resources is difficult, complex and based on variable assumptions that are impacted by factors beyond HANSON's ability to predict or control.

Accordingly, any estimates, forecasts, studies, reviews, conclusions, recommendations, or assessments provided as part of HANSON's services are presented solely on the basis of data currently available and current design standards and may no longer be valid if the available data or design standards materially change.

CLIENT further agrees and understands that weather, climate, rainfall, flood, tidal, ocean and on-shore conditions are predicted based on probability,

and extreme events can and will occur and may cause damage regardless of mitigation measures.

HANSON and CLIENT have discussed the risks and benefits of resilient design alternatives. If CLIENT decides to proceed with a course of action against advice of HANSON where HANSON's advice is intended to reduce the risk or damage in the event of highly likely or certain natural or manmade events, CLIENT hereby agrees to release, hold harmless, defend, and indemnify HANSON from any and all claims, damages, losses, or costs associated with or arising out of CLIENT's decision to proceed against HANSON's advice.

6. General Liability Insurance and Limitation:

HANSON is covered by general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with limits which HANSON considers reasonable, and Workers' Compensation for its employees compliant with state law. Certificates of insurance shall be provided to CLIENT upon request in writing. HANSON shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. HANSON shall not be responsible for any loss, damage or liability arising from any act or omission by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which HANSON has no supervision or control.

7. Suspension of Services: If CLIENT fails to make payments when due or otherwise is in breach of this Agreement, HANSON may suspend performance of services upon five (5) calendar days' notice to CLIENT. HANSON shall have no liability whatsoever to CLIENT, and CLIENT agrees to make no claim for any delay or damage as a result of such suspension.

8. Delays: The CLIENT agrees that HANSON is not responsible for damages arising directly or indirectly from any delays for causes beyond HANSON's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, epidemics, pandemics, war or other emergencies; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by HANSON to perform its services in an orderly and efficient manner, HANSON shall be entitled to negotiate a reasonable adjustment in schedule and compensation, or, if encountering severe disruptions or emergencies, shall be entitled to terminate services.

9. Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor HANSON, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to this Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict and implied warranty. Both CLIENT and HANSON shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project.

10. Contingency Fund: The CLIENT and HANSON acknowledge that changes may be required during construction because of possible omissions, ambiguities or inconsistencies in the plans and specifications and, therefore, that the costs of the project may exceed the construction contract sum. The CLIENT agrees to set aside a reserve in the amount of Five Percent (5%) of the actual project construction costs as a contingency reserve to be used, as required, to pay for any such increased project costs. The CLIENT further agrees to make no claim by way of direct or third-party action against HANSON or sub-contractors and subconsultants with respect to any payments within the limit of the contingency reserve made to the construction contractors because of such changes or because of any claims made by the construction contractors relating to such changes.

11. Additional Limitation: In recognition of the relative risks and benefits of the Project to both the CLIENT and HANSON, the risks have been allocated such that the CLIENT agrees that for the compensation herein provided (or if a Master Professional Services Agreement (MPSA) is used,

the compensation provided in a Task Order), HANSON cannot expose itself to damages disproportionate to the nature and scope of HANSON's services or the compensation payable to it hereunder or under an MPSA Task Order. Therefore, the CLIENT agrees to limit its remedies against HANSON arising from HANSON's professional acts, errors or omissions, in any action based on strict liability, breach of contract, negligence or any other cause of action, such that the total aggregate amount of the CLIENT's damages shall not exceed \$50,000 or HANSON's total net fee for services rendered on the Project (or if an MPSA is used, the total net fee under an individual Task Order), whichever is greater. This limitation pertains to HANSON and to its subcontractors and subconsultants, and applies as a single aggregate amount to all work performed under the Agreement, including all work performed under an amendment or modification. If CLIENT desires a limit greater than that provided above, CLIENT and HANSON shall include in this Agreement the amount of such limit and the additional compensation to be paid to HANSON for assumption of such additional risk. CLIENT must notify HANSON in writing, before HANSON commences any services, of CLIENT's intention to negotiate a greater limitation of remedies against HANSON and its associated impact on services, schedules, and compensation. Absent CLIENT's written notification to the contrary, HANSON will proceed on the basis that the total remedies against HANSON is limited as set forth above.

12. Personal Liability: It is intended by the parties to this Agreement that HANSON's services in connection with the Project shall not subject HANSON's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against HANSON, a Delaware corporation, and not against any of HANSON's individual employees, officers or directors.

13. Assignment: Neither party to this Agreement shall transfer, sublet, or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may become due, without the written consent of the other party. Subcontracting to subconsultants, normally contemplated by HANSON as generally accepted

business practice, shall not be considered an assignment for purposes of this Agreement.

14. Statutes of Repose and Limitation: All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion for projects including construction documents or construction phase services, or the date of the completion of professional services if there is no associated construction. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date HANSON's services are completed or terminated.

15. Dispute Resolution: In an effort to resolve any conflicts that arise during the design and construction of this Project or following completion of this Project, the CLIENT and HANSON agree that all disputes between them arising out of or relating to this Agreement or this Project shall be submitted to nonbinding mediation.

16. Information Provided by Others: CLIENT shall furnish, at CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. HANSON may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. HANSON shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided for HANSON's use by CLIENT and/or CLIENT's consultants and contractors.

17. Authority and Responsibility: HANSON shall not guarantee the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids.

18. Right of Entry: CLIENT shall provide for HANSON's right to enter property owned by CLIENT and/or others in order for HANSON to fulfill the scope of services for this Project.

19. Utilities: CLIENT shall be responsible for designating the location of all utility lines and subterranean structures within the property line of the Project. CLIENT agrees to waive any claim against HANSON, and to defend, indemnify and hold harmless from any claim or liability for injury or loss arising from HANSON or other persons encountering utilities or other man-made objects that were not called to HANSON's attention or which were not properly located on plans furnished to HANSON. CLIENT further agrees to compensate HANSON for any time or expenses incurred by HANSON in defense of any such claim, in accordance with HANSON's prevailing fee schedule and expense reimbursement policy.

20. Job Site: Services performed by HANSON during construction will be limited to providing assistance in quality control and to deal with questions by the CLIENT's representative concerning conformance with drawings and specifications. This activity is not to be interpreted as an inspection service, a construction supervision service, or guaranteeing the Contractor's performance. HANSON will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs. HANSON will not be responsible for the Contractor's obligation to carry out the work in accordance with the Contract Documents. HANSON will not be considered an agent of the owner and will not have authority to direct the Contractor's work or to stop work.

21. Opinions of Cost: Since HANSON has no control over the cost of labor, materials or equipment or over a Contractor's method of determining prices, or over competitive bidding or market conditions, its opinions of probable Project cost or construction cost for this Project will be based solely upon its own experience with construction, but HANSON cannot and does not guarantee that proposals, bids or the construction cost will not vary from its opinions of probable costs. If the CLIENT wishes greater assurance as to the construction cost, the CLIENT shall employ an independent cost estimator.

22. Confidentiality: Each party shall retain as confidential, all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission, and are obtained or acquired by the receiving party in connection with this Agreement, and said party shall not disclose such information to any third party.

23. Samples: All samples of any type (soil, rock, water, manufactured materials, biological, etc.) will be discarded sixty (60) days after submittal of project deliverables. Upon CLIENT's authorization, samples will be either delivered in accordance with CLIENT's instructions or stored for an agreed charge.

24. Third-Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or HANSON. HANSON's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against HANSON because of this Agreement or the performance or nonperformance of services hereunder. CLIENT and HANSON agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

25. Severability: If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

26. Survival: Notwithstanding completion or termination of the Agreement for any reason, all rights, duties, obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

27. Entire Agreement: This Agreement is the entire Agreement between the CLIENT and HANSON. It supersedes all prior communications, understandings and agreements, whether written or oral. Both parties have participated fully in the preparation and revision of this Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of this Agreement, including any Section Headings or Captions. Amendments to this Agreement must be in writing and signed by both CLIENT and HANSON.

28. Modification to the Agreement: CLIENT or HANSON may, from time to time, request modifications or changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of HANSON's

compensation, to which CLIENT and HANSON mutually agree shall be incorporated in this Agreement by a written amendment to the Agreement.

29. Governing Law: This Agreement shall be governed by and interpreted pursuant to the laws of the State of Texas.

30. Construction Phase Services without Design: If HANSON is undertaking a nontraditional service on CLIENT's behalf to provide Construction Contract Administration Services but not the design of the Project, CLIENT acknowledges that this arrangement, while suitable for the Project, creates additional risk for HANSON.

In consideration of the risks and rewards involved in this Project, CLIENT agrees, to the maximum extent permitted by law, to indemnify and hold harmless HANSON from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from any negligent acts, errors or omissions by any other consultant employed by CLIENT on this Project and from any claims of copyright or patent infringement by HANSON arising from the use or reuse of any documents prepared or provided by CLIENT or any other consultants of CLIENT. CLIENT warrants that any documents provided to HANSON by CLIENT or by any other consultants may be relied upon as to their accuracy and completeness without independent investigation by HANSON and that CLIENT has the right to provide such documents to HANSON free of any claims of copyright or patent infringement or violation of any other party's rights in intellectual property.

AGENDA ITEM #9

**City of Kingsville
Police Department**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: John Blair, Chief of Police

DATE: 4/01/2024

SUBJECT: Request for Resolution for the execution of an MOU between the Kingsville Police Department and the Houston High Intensity Drug Trafficking Area (HIDTA)

Summary:

The Police Department respectfully requests the City Commission to consider a resolution allowing for the Kingsville Police Department to enter into an MOU with the Houston High Intensity Drug Trafficking Area (HIDTA).

Background:

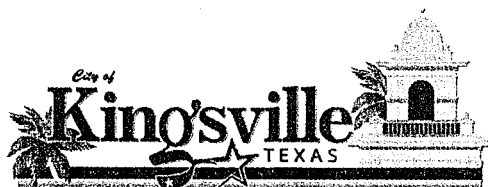
The collaborative effort between the KPD and the Houston HIDTA will assist our Officers with various types of criminal investigations that include but are not limited to the trafficking of illegal narcotics, the identification, and the dismantling of Drug Trafficking Organizations and/or Money Laundering Organizations and the prosecution of those cases. As a member agency, KPD could secure access to numerous databases which will assist in its endeavor to make Kingsville a safer place. These databases may include Records Management Systems, Computer Aided Dispatch Systems, Automated License Plate Readers, Intelligence Management Systems, Jail Management Systems, and other Law Enforcement Data Sharing Systems.

Financial Impact:

No cost is associated with the MOU with Houston HIDTA.

Recommendation:

We request a resolution to enter into an MOU with the Houston HIDTA.



RESOLUTION 2024-_____

A RESOLUTION AUTHORIZING THE CHIEF OF POLICE TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH HOUSTON HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) FOR LAW ENFORCEMENT DATA SHARING; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Houston HIDTA has proposed a Memorandum of Understanding for law enforcement data sharing; and

WHEREAS, the City of Kingsville has previously participated in similar programs with other law enforcement entities and is seeking authorization to participate in this one, which has no out of pocket cost to the City;

NOW, THEREFORE BE IT RESOLVED by the City Commission of the City of Kingsville, Texas:

I.

THAT the City authorizes submission of and participation in the Memorandum of Understanding with Houston HIDTA and the Kingsville Police Department for law enforcement data sharing.

II.

THAT the Chief of Police is hereby authorized and directed to act on the City's behalf in all matters pertaining to this memorandum of understanding and that the Chief of Police will administer the program and execute and submit all certifications, reports, or contracts necessary for the administration of the agreement.

III.

THAT all resolutions or parts of resolutions in conflict with this resolution are repealed to the extent of such conflict only.

IV.

THAT this Resolution shall be and become effective on or after adoption.

PASSED AND APPROVED by a majority vote of the City Commission on the 8th day of April, 2024.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney



Memorandum of Understanding

Houston High Intensity Drug Trafficking Area

F. Mike McDaniel
Director
Houston High Intensity Drug Trafficking Area (HIDTA)

HOUSTON HIGH INTENSITY DRUG TRAFFICKING AREA

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter "MOU" or "Agreement") is made and entered into on this _____ day of _____ 2024 by and between the parties below and all future signers of this agreement, known collectively as "Member Agencies" or individually as a "Member Agency."

WHEREAS, the Member Agencies provide Public Safety services within their jurisdictions; and

WHEREAS, the Member Agencies have found it to be of mutual benefit to provide for the most efficient utilization of their resources and services in the application to Public Safety efforts within their jurisdictions; and

WHEREAS, the Member Agencies are committed to complete cooperation and coordination in providing the highest level of public safety services to the public, guided by the principle that performing cooperatively is in the best interest of the public; and

WHEREAS, the Member Agencies desire to facilitate the sharing of information contained within their electronic data systems, including but not limited to: Records Management Systems, Computer Aided Dispatch Systems, Automated License Plate Readers, Intelligence Management Systems, Jail Management Systems, and Law Enforcement Data Sharing Systems - which may include aggregated information collected from multiple individual or regional sources - into commercially available and custom developed data integration systems; and

WHEREAS, the Member Agencies desire to share data owned, aggregated, or collected by the Member Agencies under the conditions set forth in this MOU;

The agencies are collectively known as the "Member Agencies":

SEE ATTACHMENT "A"

Mission

The Houston High Intensity Drug Trafficking Area (HHIDTA) is a multi-jurisdictional public safety program that was established to reduce drug trafficking and production in the United States. The HHIDTA is managed under an Executive Board. The HHIDTA Executive Board is comprised of twenty area law enforcement leaders, with half representing federal agencies, and the other half representing state/local agencies. Their direction and policies are administered on a daily basis by the HHIDTA Director.

The HHIDTA LPR Database was formed in support of this mission, under the leadership of the HHIDTA, its Executive Board, and regional stakeholders, to develop, establish, and maintain an integrated system of information technology that maximizes the sharing of data and communication between Member Agencies in support of law enforcement and public safety, while maintaining the confidentiality of privileged or otherwise protected information shared through the system, and protecting privacy and civil liberties in accordance with applicable law.

Member Agencies agree to work together in a variety of ways to facilitate sharing data in an effort to promote and improve the data sharing capabilities of the respective Member Agencies and the HHIDTA LPR Database.

Purpose

This agreement outlines the duties and responsibilities of each Member Agency, defines the working relationships and lines of authority for Member Agencies within the HHIDTA LPR Database, and provides for the addition of other eligible entities in the data-sharing program created by this MOU.

Therefore, the Member Agencies hereby agree to the following:

1) Definitions

- 1.1 The HHIDTA LPR Database Information Sharing System is a collective group of law and justice agencies sharing data into one or more data aggregation systems, of which are represented on this or other information sharing agreements.
- 1.2 **Authorized Users:** personnel from the Member Agencies that have the appropriate clearance and authority to use and access shared data as a function of their employment and who are criminal justice practitioners.
- 1.3 **Data:** electronic facts, records, analysis, images, or other information provided and shared by a Member Agency.
- 1.4 **Data Set:** a specific grouping, categorization, or subset of data included in a Member Agency system. For example, data sets in a law enforcement records

management system may include crime reports, field investigations, citations, and calls for service, or data from automated license plate readers.

1.5 Data Record: a unique individual record or document associated with an incident or person, which may include a variety of associated information.

1.6 Host: the entity providing the facilities, labor, and expertise used to maintain, operate, and manage a core component of the HHIDTA LPR Database, such as software which aggregates data from multiple sources or provides unified access to disparate systems.

1.7 Member Agency: a law enforcement or public safety organization whose leadership has signed this agreement and the agency actively participates in information sharing with other Member Agencies.

1.8 Member Agency LPR Administrator: The Member Agency's designee who is responsible for the management and oversight of the Member Agency's Authorized Users and Member Agency Data submitted to the HHIDTA LPR server.

2) Member Agency Rights, Powers and Authority

Each Member Agency expressly retains all rights and powers to finance, plan, develop, construct, maintain, repair, manage, operate, and control equipment, facilities, properties, projects, and information that it deems in its sole discretion to be necessary or desirable for its own information system needs, and that are authorized by the laws governing it. This agreement shall not be interpreted, and the HHIDTA LPR Database shall not have any authority, to impair or control any of the Member Agency's respective rights, powers, or title to such equipment, facilities, properties, information, and projects, nor shall any Member Agency be required to provide additional personnel, equipment, or services to the HHIDTA, which are not already a part of the Member Agency's current operational costs, nor shall they be required to modify their non-HHIDTA LPR Database systems or services, without their consent.

Nothing in this Agreement shall be construed to require a Member Agency:

- 1) To disclose any information that the Member Agency determines, in its sole discretion, it does not have the ability or authority to disclose; OR
- 2) To perform any act that the Member Agency determines, in its sole discretion, is contrary to law or public/agency policy.

Member Agencies are not required to seek approval from the HHIDTA to purchase, install, or modify their own LPR Database equipment, services, or work performed in conjunction with any legislative mandate/authority granted to or required of Member Agencies in order to carry out their respective responsibilities.

Furthermore, the HHIDTA has no power or authority to control, interfere with, or inhibit Member Agencies from conducting their own internal business and/or providing their own resources or services to other entities, which may or may not be members of or served by the HHIDTA LPR Database.

Participation in the HHIDTA LPR Database and any associated data interfaces or other customizations shall not prevent the Member Agency from operating systems independent of the HHIDTA LPR Database.

Notwithstanding anything to the contrary herein, a Member Agency shall have no obligation to seek approval from the HHIDTA for any modification to that Member Agency's internal systems or processes that is mandated by the state in which the Member Agency is located, or by any law or regulation governing the affected member Agency.

In gathering and sharing information, and in all other respects in performing acts related to this Agreement, the parties will comply with all applicable laws, rules, and regulations.

3) Effective Date and Term of MOU

The effective date of this Agreement is the date noted above and/or the date each subsequent Member Agency executes this agreement. This agreement shall remain in effect and shall be reviewed every five years. The agreement can only be terminated as provided herein.

4) Data Sharing

All Member Agencies agree to promote comprehensive, timely, and accurate data sharing with other Member Agencies via the HHIDTA system. HHIDTA data shall only be shared with Member Agencies, and only to Authorized Users of those agencies who possess a "need to know" and "right to know" the shared data in fulfillment of assigned law enforcement or public safety duties.

Member Agencies are not required to contribute data to the HHIDTA system.

Any data shared by a Member Agency to the HHIDTA system that the Member Agency later declares should not be shared, shall be withdrawn by all Hosts from all HHIDTA data within 48 hours, including deletion of any replications of the data.

Each Member Agency shall determine, within its sole discretion, which Data Records are to be shared with the HHIDTA system and shall maintain the databases or other sources that contain the applicable information.

5) Data Access

Data exchange and user access shall be achieved using secure networks, including encrypted virtual private networks, or other reasonably secure configurations that follow current best practices for information technology and are acceptable to both the Member Agency sharing data and the Host receiving data or providing user access.

The information residing in the Data Repositories shall generally be available at all times. Member Agencies agree to inform other Member Agencies in advance, whenever possible, of scheduled down times of specific data feeds. All Member Agencies will be required to sign this MOU prior to gaining access.

6) Information Ownership, Release and Accuracy

6.1 Ownership and Release Constraints

Member Agencies shall retain control of, and remain the official custodian of, all information they contribute to the HHIDTA LPR Database. All requests for information will be referred to the Member Agency that is the owner of the requested data, and that Member Agency will be responsible for responding to the request for information.

6.2 Information Accuracy

Member Agencies and Authorized Users acknowledge that data maintained in the HHIDTA LPR Database consists of information that may or may not be accurate. Neither party warrants nor may rely upon the accuracy of such information. Each party understands and agrees to convey that fact to anyone they authorize to access shared information. It shall be the responsibility of the person or entity requesting or using the data to confirm the accuracy of the information with the agency that authored or originated the information before taking any enforcement-related action.

6.3 Audit

An Audit log will be maintained for a period of no less than twelve months to record user access to shared data, including the date and time when the data was accessed.

6.4 Criminal Discovery

Prior to releasing any data in furtherance of its statutory and constitutional obligations relating to the criminal discovery process, a member prosecuting agency shall seek express permission from the originating agency. In order to aid in the release of data, it is recommended that each contributing agency designate a Criminal Discovery Coordinator or equivalent contact person to receive, evaluate and promptly reply to such requests.

In any instance where an originating agency declines to grant such disclosure permission, the originating agency and the prosecuting agency shall confer to reach agreement on possible limitations on disclosure (including the seeking of judicial protective orders) in an attempt to protect the originating agency's specific concerns while allowing the prosecuting agency to meet its statutory and constitutional criminal discovery obligations.

7) User Access

Each Member Agency is responsible for management of user accounts within that agency. Each agency agrees that all Authorized Users shall be current employees in good standing and be authorized to review criminal data for legitimate purposes. If for any reason a user is no longer eligible for such access, or ends his/her employment with the agency, the agency will make necessary contacts to ensure access is removed accordingly and in a timely manner.

Each user agrees that the HHIDTA LPR Database systems and the information contained therein are to be used solely for purposes consistent with the law. Authorized Users shall not use or share the information for any unethical, illegal, or criminal purpose.

Authorized Users may not access any of the HHIDTA LPR Database by using a name or password that was assigned to another user. Passwords may not be shared with other persons, including other Authorized Users, for access to the system.

The various Member Agencies agree to use information shared in the HHIDTA LPR Database information systems as a pointer system and not as the source of probable cause for law enforcement actions.

8) Security Requirements

Member Agencies agree to maintain and enforce security requirements for the system. Each Member Agency is responsible for the internal security of their records and any technical support necessary to ensure proper security. All Member Agencies

and the HHIDTA agree to enforce and maintain security, retention, and purge requirements for the information shared as specified in the Information Practices Act, the Public Records Act, 28 Code of Federal Regulations (CFR) Part 23, and any other laws or regulations governing applicable data types.

9) Member Agency LPR Administrator

All agencies submitting data to the HHLPR server and/or querying the HHLPR server must have a LPR Administrator. The LPR Administrator will be the agency's "gatekeeper" to assure all LPR data and inquiries submitted to the HHLPR server complies with federal, state, and local law.

Member Agencies agree to provide the HHIDTA LPR Program Administrator with up-to-date contact information for the LPR Administrator, and will designate an interim LPR Administrator during any personnel transition periods. *Failure to have an active Member Agency LPR Administrator can result in the loss of access to the HHIDTA LPR server.*

Duties of the Member Agency LPR Administrator include:

- Adding new user accounts to the agency domain
 - Assuring User accounts are linked to official Member Agency email accounts
- Assisting Authorized Users with password resets
- Conducting monthly audits of the Authorized Users to assure user accounts and access levels are accurate and actively being used
- Approving and auditing all agency Hotlists
- Notifying the LPR Program Administrator whenever LPR cameras are added or removed from the HHIDTA LPR server
- Assuring Authorized Users comply with HHIDTA LPR training requirements

In the event of any perceived non-compliance with this MOU and/or the HHIDTA Policies, Procedures and Privacy, the Member Agency LPR Administrator will serve as the POC to discuss any remedies required. *In order to protect the integrity of the HHIDTA LPR server system for all law enforcement agencies participating in the program, HHIDTA reserves the right to disconnect individual user accounts and/or agency access for violations of this MOU or the HHIDTA Policies.*

10) Connecting with other data sources and analysis platforms

HHIDTA will continually work to expand the connectivity of the HHIDTA LPR Database and will actively pursue opportunities to sign MOU agreements with new

public agencies and other information sharing systems under the guidelines outlined in this Agreement. HHIDTA will also seek to acquire new analysis systems, and enhance the capabilities of existing platforms, as to provide optimal value for data shared by HHIDTA LPR Database members.

Member Agencies agree to grant authority to the HHIDTA for the sole purpose of executing information sharing agreements to join new member agencies or information sharing systems into the HHIDTA LPR Database, if approved by the legal counsel representing HHIDTA. Such agreements will not require further review or approval by Member Agencies. Such agreements shall have no material changes or provisions that would adversely affect or contradict the policies of this MOU.

A steering committee comprised of HHIDTA leadership and regional stakeholders shall be formed to ensure future expansion of the HHIDTA LPR Database, data and membership, maturation of the HHIDTA LPR Database, analytic capabilities, and follows the desires and expectations of the HHIDTA LPR Database Member Agencies.

11) Admission and Withdrawal of Member Agencies

Additional public agencies, or similar regional or statewide sharing systems, may become Member Agencies of the HHIDTA LPR Database upon such terms and conditions as are determined by HHIDTA, and by execution of a written amendment to this agreement by the proper authority of the new Member Agency.

Existing and future Member Agencies have the right to withdraw from the HHIDTA LPR Database MOU provided by written notice to HHIDTA, or may be involuntarily removed upon any breach of this agreement.

12) Liability and Indemnification

Each Member Agency takes legal and financial responsibility for the actions of their employees, officers, agents, representatives and volunteers. Each agency shall bear the proportionate cost of any damage attributable to the fault of that particular agency, its governing body, officers, agents, employees and volunteers. It is the intention of the Member Agencies that, where fault is determined to have been contributory, principles of comparative fault will be followed.

Any contract with a non-member public agency receiving services pursuant to this agreement shall include a mutual indemnification provision.

The contract shall also provide:

- 1) That the indemnity obligation shall exist with respect to any claim, loss, liability, damage, lawsuit, cost, or expense that arises out of, or is in any way related to, the performance of services pursuant to the contract; and

2) The obligation of the non-Member Agency and the HHIDTA LPR database pursuant to the indemnification provision will extend, without limitation, to an injury, death, loss, or damage which occurs in the performance of the contract and that is sustained by any third party, any agent, or contractor of the non-Member Agency or the HHIDTA LPR Database.

13) Signatories Not Agents

Parties to this Agreement shall have no authority, either express or implied, to act on behalf of any signatory in any capacity whatsoever, as an agent. The Member Agency parties shall have no authority, express or implied, pursuant to this Agreement, to bind each other to any obligation whatsoever.

14) Assignment Prohibited

Parties to this Agreement may not assign any rights or obligations pursuant to this Agreement. Any attempted or purported assignment of any rights or obligations pursuant to this Agreement shall be void and of no legal effect whatsoever.

When a person with access is no longer employed or otherwise no longer eligible for access, the Member Agency is responsible for removing all related passwords and security authorizations from the system.

No person shall release any information contained in the HHIDTA LPR Database either by Court Order or in response to a Public Records Act request, unless they are the originating agency or official custodian of such data.

15) Costs

Unless separate agreements are made, each party shall be responsible for their own costs associated with establishing, maintaining, or terminating their access to, or participation with, the HHIDTA LPR Database. Nothing in this agreement shall be construed to mean that Member Agency parties are subject to incurring new costs. Any applicable user licenses, renewal fees, maintenance costs, or similar outlays must be determined in a separate contract or agreement to be added as an addendum to this Agreement.

16) Data Collection, Retention, and Dissemination

16.1 The LPR data collected by the various Member Agencies participating in the HHIDTA LPR program will be transmitted to the HHIDTA Operations Center via a

fiber optic line or through an encrypted Virtual Private Network (VPN). The data will be maintained on the Operation Center server independent of any other law enforcement databases housed at the HHIDTA Operations Center.

16.2 All LPR system data provided to HHIDTA will be stored on the Operations Center server for a period mandated by the Member Agency's state law. If the Member Agency's state law does not specify a retainment period, all LPR system data provided to HHIDTA will be stored on the Operations Center server for a period not to exceed two years. After the two-year period, the data will be purged unless it has become, or it is reasonable to believe that it will become, evidence, including evidence that tends to inculcate or exculpate a suspect, in a specific criminal or other law enforcement investigation or action. Should data be determined to have evidentiary value, the following paragraph applies:

In those circumstances when data is identified as having evidentiary value, the LPR Program Administrator, or designee, will review the facts of the specific case and determine if the data should be saved. If the LPR Program Administrator determines it is reasonable to believe the data has evidentiary value, the Program Administrator will authorize the transfer of the applicable data from the LPR Program server to a form of digital storage media (CD, DVD, etc.) or other portable storage devices.

16.3 Agencies requiring data to be retained by HHIDTA beyond the established retention period may make a formal request to the HHIDTA to extend retention. Each request must specify the need for extended retention, the circumstances surrounding the request, the requesting agency's case number, and a specific point of contact within the requesting agency. HHIDTA reserves the right to grant or deny agency requests based on the information provided.

16.4 The following methods shall be used when disseminating LPR information: The "need to know" and "right to know", as defined in the HHIDTA Privacy Protection Policy of a potential recipient must be verified and documented prior to dissemination of LPR information.

16.5 Requests for Service (RFS) for License Plate Reader data will be processed in accordance with the HHIDTA Standard Operating Procedures for Processing Requests for Information and Requests for Service Guidelines.

16.6 A Law Enforcement Agency's request to query the LPR data shall be processed provided the agency has a legitimate law enforcement purpose. Mandatory requirements are in place in order to satisfactorily justify the request. These requirements include the purpose of the request, the agency's incident or report number (physical record number), the requestor's name, the requestor's agency and requestor's contact information.

16.7 The primary method of dissemination shall be via email, in an electronic format that employs a reasonable level of security to guard against alteration, or fax.

16.8 If access to secure email accounts is not practical, the information may be provided to the requestor via digital storage media or paper copy, as determined by HHIDTA staff.

16.9 Reports and other investigative information received and disseminated by HHIDTA shall be retained within internal electronic HHIDTA files. After disseminating LPR information deemed to have evidentiary value, the completed report containing the data will be entered into a searchable database for future exploitation and auditing purposes in accordance with the HHIDTA Privacy Protection Policy.

17) Miscellaneous

17.1 Amendments

This Agreement may be amended with the unanimous approval of all Member Agencies; provided, however, that no amendment may be made that would adversely affect the interests of the owners of bonds, letters of credit, or other financial obligations of the HHIDTA.

17.2 Notices

Any notice or instrument required to be given or delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to the Member Agencies, shall be deemed to have been received by the Member Agency to whom the same is addressed at the expiration of five (5) days after deposit of the same in the United States Post Office for transmission by registered or certified mail as aforesaid.

17.3 Conflicts of Interest

No official, officer, or employee of the HHIDTA or any Member Agency shall have any financial interest, direct or indirect, in the HHIDTA LPR Database. Nor shall any such officer or employee participate in any decision that affects his or her financial interests or those of a corporation, partnership, or association in which he or she is directly or indirectly interested, in violation of any State law or regulation.

17.4 Mediation

Any controversy or claim between any Member Agencies, or between any such Member Agency or Member Agencies and the HHIDTA, with respect to the HHIDTA LPR Database's operations, or to any claims, disputes, demands, differences, controversies, or misunderstandings arising under, out of, or in relation to this Agreement, shall be submitted to and determined by mediation.

The Member Agency desiring to initiate mediation shall give notice of its intention to every other Member Agency and HHIDTA. Such notice shall designate such other Member Agencies as the initiating Member Agency intends to have bound by any award made therein.

Each Member Agency involved in the mediation shall bear its own legal costs, including attorney fees.

17.5 Partial Invalidity

If any one or more of the terms, provisions, sections, promises, covenants, or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, or void for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, sections, promises, covenants and conditions of this agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

17.6 Successors

This Agreement shall be binding upon and shall inure to the benefit of the successors of the Member Agencies hereto.

17.7 Execution

The Governing Authorities of the Member Agencies enumerated herein have each authorized execution of this agreement, as evidenced by the authorized signatures below.

17.8 Entire Agreement

This agreement supersedes any and all other agreements, whether oral or written, between the parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to said matter, and each party to this Agreement acknowledges that no representations,

inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement or modification of this agreement shall be effective only if executed in writing and signed by all current Member Agencies.

The parties hereto execute this MOU as of the Effective Date:

(Agency Name, State)

*** (JURISDICTION) ***

(Name)
(Title)
(Department/Agency)

Date

F. Mike McDaniel
Director
Houston HIDTA

Date

AGENDA ITEM #10

RESOLUTION #2024-_____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER AN INTERGOVERNMENTAL SUPPORT AGREEMENT BETWEEN NAVAL AIR STATION KINGSVILLE AND THE CITY OF KINGSVILLE FOR ROAD MAINTENANCE AND REPAIR, LIFT STATION MAINTENANCE AND REPAIR, AND SOLID WASTE SERVICES; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Naval Air Station-Kingsville (“NASK”) is located on the southeast side of the City in the extra-territorial jurisdiction of the City;

WHEREAS, the City of Kingsville (“City”) and NASK assist each other when able to do so;

WHEREAS, the City and NASK currently have Memorandums of Understanding to assist one another with Fire and Police protection, and the City provides NASK with water through a separate agreement;

WHEREAS, the Texas Legislature approved Texas Government Code Chapter 793-Intergovernmental Support Agreement (“IGSA”) that allows local governments, like the City, to provide installation support services to a military installation located in this state;

WHEREAS, pursuant to that authority, the City and NASK have prepared this IGSA for road maintenance and repair, lift station maintenance and repair, and solid waste services to NASK;

WHEREAS, the IGSA has a ten-year term but renews annually subject to annual appropriation and the parties’ consent and has been reviewed by both parties and is ready for approval;

NOW THEREFORE, BE IT RESOLVED by the City Commission of the City of Kingsville, Texas:

I.

THAT the Kingsville City Manager is authorized and directed as an act of the City of Kingsville, Texas to enter an Intergovernmental Support Agreement between Naval Air Station Kingsville and the City of Kingsville for road maintenance and repair, lift station maintenance and repair, and solid waste services in accordance with Exhibit A hereto attached and made a part hereof.

II.

THAT all resolutions or parts of resolutions in conflict with this resolution are repealed to the extent of such conflict only.

III.

THAT this Resolution shall be and become effective on and after adoption.

PASSED AND APPROVED by a majority vote of the City Commission on the 8th day of April, 2024.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

INTERGOVERNMENTAL SUPPORT AGREEMENT
BETWEEN
NAVAL AIR STATION KINGSVILLE
AND
THE CITY OF KINGSVILLE
FOR
ROAD MAINTENANCE AND REPAIR, LIFT STATION MAINTENANCE AND
REPAIR, AND SOLID WASTE SERVICES

IGSA NUMBER: N6024124GTC15028

This is an Intergovernmental Support Agreement (IGSA) between the Department of the Navy, a federal agency, as represented by NAS Kingsville (NASK), and the City of Kingsville ("the City"). NASK and the City are individually referred to as "NASK" or "City" and collectively referred to as the "Parties."

1. **BACKGROUND:** The Parties enter into this IGSA so that the City can provide minor road maintenance and repair (M&R) (e.g., pothole and patchwork; parking lot resurfacing; paint striping, lift station M&R, and solid waste services to NASK.

2. **AUTHORITIES:** This IGSA is entered into by NASK, pursuant to 10 U.S.C. § 2679 and by the City pursuant to Texas Government Code § 793.002.
 - a. 10 U.S.C. § 2679 permits the Navy to enter into an IGSA on a sole source basis with a State or local government provided the IGSA will serve the best interest of the Navy by enhancing mission effectiveness or creating efficiencies or economies of scale, including reducing costs, and when the State or local government providing the installation services already provides such services for its own use. This IGSA serves the best interests of the Department of the Navy by creating efficiencies and economies of scale that will reduce cost for road M&R, lift station M&R, and solid waste services for NASK. The City already provides these services across the city of Kingsville. This IGSA will streamline and make more efficient award and execution of routine and recurring projects, in addition to cost savings achieved through economies of scale. The City would manage and execute numerous road M&R and lift station M&R projects, as well as solid waste services on NASK.

 - b. Texas Government Code § 793.002 permits the City to enter into this agreement to provide the Department of the Navy with installation-support services. The City is a local government, and the Department of the Navy is a branch of the armed services of the United States.

3. **PURPOSE:** This IGSA is made by and between the Parties to provide road M&R, lift station M&R, and solid waste services on NASK using City personnel and contracts executed by the City as mutually agreed upon. The purpose of this IGSA is to outline the roles and responsibilities of the Parties, identify the services to be furnished by the City, the estimated

prices to be paid by the United States, and the appropriate reimbursement, indemnification, and liability procedures.

a. The Parties see this IGSA as an opportunity to further grow and strengthen their relationship. This IGSA allows the City to assist NASK more efficiently and economically to meet mission requirements.

b. This IGSA is the result of the Parties' mutual efforts to reduce costs, create efficiencies and enhance mission effectiveness.

4. RESPONSIBILITIES OF THE PARTIES: Responsibilities of the Parties in the execution of this IGSA for road M&R, lift station M&R, and solid waste services to NASK are provided below:

a. NASK is responsible for:

(1) Identifying requirements and jointly, with the City, developing a requirements package for a prospective task order. Requirements include:

(a) Road M&R

(b) Lift station M&R

(c) Solid waste services

(2) Issuing a request for proposal for a prospective task order and performing a technical evaluation on a prospective task order.

(3) Accepting or declining proposals from the City and issuing a written task order to the City for services if terms and conditions of the task order are agreeable to all involved Parties.

(4) Processing NASK access for requisite City personnel.

(5) Participating in a kickoff meeting prior to executing the services under an issued task order.

(6) Providing any repair parts needed for lift station repairs.

(7) Notifying any affected tenants and Public Affairs Office of planned project.

(8) Conducting a meeting with the City to review project objectives and final accounting of each executed task order.

(9) Performing final acceptance of work for issued and completed task orders.

b. The City is responsible for:

(1) Developing a proposal with cost estimates for requested services, including both organic and contracted costs. The City is responsible for providing proposals for services to be submitted on an as needed basis, as requested by NAS Kingsville.

(2) Issuing a request for proposal for services pursued through competitive bidding, as well as reviewing and analyzing bids received from competitive bidding.

(3) Providing and submitting the cost estimate from competitive bidding to NASK.

(4) Providing a recommendation to NASK on repair parts needed to complete necessary lift station maintenance and repair services.

(5) Performing and managing the services (to include quality assurance and quality control) as agreed upon in an issued task order through either organic in-house capability or a competitively awarded contract.

(6) Notifying NASK if any issues, change orders, or unforeseen conditions are encountered during the execution of the assigned task order.

(7) Conducting a meeting to review project objectives and final accounting of each executed task order.

(8) Providing final project accounting to NASK upon completion of an assigned task order project or services performed.

c. Both Parties are responsible for:

(1) The City will conduct a site visit to NASK to better understand the requested work and requirements as defined in the SOW.

(2) Meeting monthly to discuss any performance or any other issues they may have under this IGSA and any issued task orders.

(3) Ensuring compliance with all applicable Federal and State standards, laws, and regulations.

(4) Performing inspections in the performance of work execution to deliver the services associated with a task order, pursuant to the standards set forth therein. As stated previously in Section 4 (a)(9), the Navy will perform final acceptance of services performed and provided by the City.

(5) Following the IGSA Standard Operating Procedures.

5. PUBLIC DISCLOSURE: To the extent permitted by the laws governing each Party, the Parties shall protect personal information and maintain the confidentiality of other exchanged information when requested to do so by the providing Party.

a. The Parties will comply with public requests for information related to this IGSA pursuant to the Freedom of Information Act, 5 U.S.C. §552 and the Texas Public Information Act, Texas Government Code Chapter 552, as applicable to each Party.

b. If the City receives a request for information about this IGSA made under either the Freedom of Information Act or Texas Public Information Act, Texas Government Code Chapter 552, the City will notify NASK points of contact (POC) designated in this IGSA within five (5) business days. If NASK receives a request for information about this IGSA under Freedom of Information Act, the installation will notify the City POCs designated in this IGSA within five (5) business days.

c. Nothing herein shall require either Party to obtain the consent of the other Party prior to complying with a request for information to the extent such compliance is required by law. If either Party receives a request for information that the other Party believes is either exempt from production or confidential under applicable law, the Party claiming that such information is confidential or exempt from production shall have five (5) business days to inform the other Party of its intent to seek a protective order preventing disclosure of the information. Failure to notify the other Party of such intent shall be construed as consent for the release of the information.

6. RELATIONSHIP OF THE PARTIES: In exercising their respective rights, powers, and obligations under this IGSA, each Party acts in an independent capacity. No Party shall represent itself as the agent, officer, or employee of any other Party. Each Party is responsible for all costs of its personnel and contractors, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel. Neither Party shall provide, without the prior written consent of the other Party, any contractor or employee with a release that waives or purports to waive any right a Party may have to seek relief or redress against that contractor or employee.

7. GENERAL PROVISIONS:

a. ADMINISTRATION: This IGSA shall be mutually administered by the Parties. The IGSA administrators will identify personnel at the City and at NASK to coordinate and manage the provision of services and the payment for services provided by the City under this IGSA and any subsequent task orders issued pursuant to this IGSA.

b. CORRESPONDENCE AND POINTS OF CONTACT: The following points of contact (POC) will be used by the Parties to communicate in the implementation of this IGSA. Each Party may change its POC and will provide e-mail notice to all POCs when a POC is changed. All correspondence to be sent and notices given pursuant to this IGSA will be addressed to the requisite POC. E-mail will be the primary form of correspondence.

(1) For NASK:
LCDR Deniqua Freddie
NASK Public Works Officer
E- mail: Deniqua.s.freddie.mil@us.navy.mil

(2) For the City:
Mark McLaughlin
City Manager
City of Kingsville
E-mail: citymanager@cityofkingsville.com

c. ADDITIONAL CORRESPONDENCE: Should e-mail addresses be insufficient to reach the requisite POC, the following mailing addresses and phone numbers are to be used as secondary and tertiary means of communication.

(1) If to NASK, to:
ATTN: NAS Kingsville Public Works Officer
201 Nimitz Avenue, Bldg. 4711
Kingsville, TX 78363
Phone: (361) 779-5310

(2) And, if to the City, to:
ATTN: Mark McLaughlin
City Manager, City of Kingsville
P.O. Box 1458, Kingsville, TX 78364
Phone: (361) 595-8002

d. RECORDS: The Parties shall follow established cost principles and procedures in determining allowable costs and payments under this IGSA and shall maintain books, records, documents, or other evidence pertaining to costs and expenses under this IGSA for a minimum of three years after the expiration or termination of the IGSA. To the extent permitted under applicable laws and regulations, the Parties shall each allow the other to inspect such books, records, documents, or other evidence. Each Party shall maintain records of each task order and all payments made therefore in accordance with its governing record retention rules.

8. FINANCIAL DETAILS:

a. COSTS: As of the effective date of this IGSA, the costs for all efforts to be ordered hereunder are estimated to be at an annual cost of eight-hundred and four thousand, one-hundred and eighty-one dollars and forty-five cents (\$804,181.45). This amount is not intended to represent the total financial responsibilities nor the actual needs of NASK in a given year. Actual requirements for a given year will be reflected in task orders and dependent upon the availability of funds.

b. ADMINISTRATIVE FEE: For any services rendered by the City, as documented

in issued task orders, NASK agrees to pay the City an administrative fee equal to ten percent (10%) of each invoice, or the agreed upon price for the service, submitted through the billing and payment process.

c. **AVAILABILITY OF FUNDS:** This IGSA does not document any obligation of funds between the Parties. The obligation of funds by the Parties, resulting from this IGSA, is subject to the availability of funds pursuant to the DoD Financial Management Regulation.

d. **NO LIMITATION:** Nothing in this IGSA shall limit or prohibit the ability of either Party from contracting with other persons or entities for the provision of the same or similar services.

e. **BILLING AND PAYMENT:** NASK will pay the City for road and lift station M&R, and solid waste services executed under issued task orders and pursuant to this IGSA. The City will bill NASK, through the DoD's Procurement Integrated Enterprise Environment (PIEE) Wide Area Workflow (WAWF) application, as services are completed. Progress payments will be processed monthly through WAWF.

9. **PAYMENT:** Payment for services shall be based on services provided as set forth in this Agreement and individual task orders. Pursuant to the Office of Management and Budget 2 CFR Part 200, Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, taxes that City is legally required to pay are allowable, except for self-assessed taxes that disproportionately affect federal programs. NASK shall not reimburse the City for any taxes in which the legal incidence of the tax falls on the Navy. The obligation of funds by NASK is subject to the availability of appropriated funds and will be documented in an issued task order.

10. **REVIEW OF IGSA:** This IGSA will be reviewed annually on or around the anniversary of its Effective Date for financial impacts and to ensure the IGSA remains mutually beneficial for the Parties.

11. **TERM OF IGSA:** This IGSA is being entered into for a total term not to exceed ten (10) years from the Effective Date. This IGSA automatically terminates after 10 years from the Effective Date. A new IGSA may be executed for subsequent periods not to exceed ten years.

12. **MODIFICATION OF IGSA:** This IGSA may only be modified by the written agreement of the Parties which must be duly signed by their authorized representatives.

13. **SUSPENSION OF IGSA:** The United States reserves the right to suspend performance of the agreement in event of emergencies, mobilizations, national security reasons, or for other reasons outside the control of the United States. In the event of a suspension, compensation for the City will continue subject to availability of funds and work not affected by the suspension. The City reserves the right to suspend performance of the agreement in the event of emergencies, for major events, or for other reasons

outside the control of the City.

14. TERMINATION:

a. **MUTUAL.** The IGSA may be terminated by mutual written agreement at any time. In the event of mutual termination, no rights, responsibilities, benefits, or liabilities shall accrue to either Party.

b. **UNILATERAL.** Each Party reserves the right to unilaterally terminate this agreement for its convenience upon 60 calendar days written notice to the POCs designated in this IGSA. When notified by the other Party of the termination, the Parties shall immediately negotiate a separate Termination Agreement and Schedule to define the roles and responsibilities and to mitigate impacts and all costs caused by the termination. The Parties recognize that the obligations and debts under this IGSA are part of a task order, and they are incurred as services are provided. Any obligations or debts incurred hereunder prior to termination shall become immediately due and payable by the withdrawing Party upon termination. The withdrawing Party shall not be entitled to a refund or credit for any sums paid or incurred under this IGSA prior to termination.

15. APPLICABLE LAW:

a. The Parties shall comply with all applicable federal, state, and local laws, federal executive orders, and federal rules and regulations applicable to its performance under this IGSA. If any federal statute expressly prescribes policies or requirements that differ from the terms and conditions of this IGSA, the provisions of the federal statute shall govern. If there is a conflict between federal and state law or any municipal laws, federal law will control.

b. This IGSA is not governed by standard acquisition contracting methods of competitive bidding as delineated in the Federal Acquisition Regulation and supplements thereto. The City may provide services hereunder organically, in-house. However, where the City shall provide services through a contract, the contract must be awarded through competitive procedures.

16. DISPUTES:

a. If the Parties are unable to agree about interpreting or applying a material term of either this IGSA or a task order, the Parties agree to engage in an effort to reach mutual agreement in the proper interpretation of this IGSA or the task order, including amendment or termination of this IGSA or the task order, as necessary, or by escalating the dispute within their respective organizations.

b. As a condition precedent to a Party bringing any action for breach of this IGSA, that Party must first notify the other Party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the Parties cannot

resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the Parties. Each Party must pay an equal share of any costs incurred by the use of a third party.

c. If any third-party dispute or litigation relates to, or potentially affects a Party's ability to perform under this IGSA, the Parties agree to promptly notify each other of such dispute or litigation. The existence of such a dispute or litigation shall not excuse the Parties from performance pursuant to this IGSA.

d. If any dispute between the Parties arising out of this IGSA requires consideration of the law, the rights and obligations of the Parties shall be interpreted and determined according to the federal substantive and procedural laws of the United States of America.

e. Any inconsistency in the IGSA or task order shall be resolved by giving precedence in the following order: (1) the IGSA; (2) the task order.

17. **LIABILITY:** Each Party is responsible for the action of its agents, officers, and employees. Nothing in this IGSA is intended to modify the immunity held by either the United States Navy or the City. Furthermore, nothing in this IGSA is intended, nor may it be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever, in any third person not a party to this IGSA.

18. **COOPERATION OF PARTIES:** The Parties recognize that it is essential to cooperate fully concerning the handling of information and provision of services contemplated by this IGSA. In connection with this IGSA, the Parties therefore agree to provide any data, information, and documentation reasonably necessary for the other Party to perform its responsibilities under the terms of this IGSA.

19. **SUCCESSORS AND ASSIGNS:** The terms, covenants, and conditions contained herein shall apply to and bind the successors and assigns of the Parties.

20. **WAIVER:** No waiver of the breach of any of the covenants, terms, restrictions, or conditions of this IGSA by either Party shall be construed to be a waiver of any succeeding breach of the same or other covenants, terms, restrictions, or conditions of this IGSA. No delay or omission of either Party in exercising any right, power, or remedy herein provided in the event of default shall be construed as a waiver thereof or acquiescence therein or be construed as a waiver of a variation of any of the terms of this IGSA.

21. **SEVERABILITY PROVISION:** If any term or portion of this IGSA is held to be invalid, illegal, void, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this IGSA shall continue in full force and effect.

22. **SIGNATURE IN COUNTERPARTS:** This IGSA may be executed in counterparts by each of the Parties. For purposes of enforcement, true copies of signatures shall be

deemed to be original signatures.

23. ENTIRE IGSA: With the exception of task orders, invoices, or payment documentation, which may be subsequently executed, it is understood and agreed that this IGSA document embodies the entire IGSA between the Parties.

24. REVIEW FOR LEGAL ADEQUACY: Each Party to this IGSA acknowledges and agrees that this IGSA has been reviewed by each Party's respective legal counsel for legal adequacy.

25. EFFECTIVE DATE: This IGSA takes effect on the day after the last Party signs.

IN WITNESS WHEREOF, the Parties have signed this IGSA as of the dates stated below.

NAS Kingsville:

Signed: _____
CAPT Eric Bromley
Commanding Officer
NAS Kingsville

Date: _____

City of Kingsville:

Signed: _____
Mark McLaughlin
City Manager
City of Kingsville

Date: _____

AGENDA ITEM #11

**City of Kingsville
Finance Department**

TO: Mayor and City Commissioners
CC: Mark McLoughlin, City Manager
FROM: Charlie Sosa Purchasing Manager
DATE: March 27, 2024
SUBJECT: Lease of 45 New Yamaha Golf Carts and One (1) Service Cart

Summary:

This item authorizes the lease of 45 New Electric Golf Carts and one (1) service cart for the driving range from E-Z-GO Division of Textron Inc., through Buy Board Purchasing Cooperative Contract # 706-23 for the L.E. Ramey Golf Course.

Background:

The existing golf carts are at the last year of the end of lease and need of replacement. The new 45 E-Z-GO Golf Carts 66-month lease and 1 utility cart 5 -month lease come with a 5-year warranty on the chassis and the mechanical components with a 10-year battery warranty will replace the existing gasoline golf carts which have been waiting for parts and service. The existing golf carts have met the lifespan of the lease equipment for the golf course. Due to the rise in fuel costs and mechanical components of existing gasoline carts the golf manager recommended changing to electric carts. The existing golf cart barn is set up for electric carts. Buy Board is a member of the Purchasing Cooperative which meets Local government code 271 Subchapter F allows for the use of a cooperative purchasing program, specifically 271.102 (c), states, "A local government that purchases good and service under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of goods and service." Therefore, competitive bidding statutes have been met.

Financial Impact:

Total annual expected for the lease of 45 golf carts and 1 utility cart is \$69,474.24. The 5-month lease for the remainder of the budget year is \$28,947.60, Funds are available through 001-5-4502-64100 current Capital Lease, of which \$22,127.50 are budgeted this fiscal year, (May-September) remaining funds to cover lease will be transferred from 001-5-4505-21500 Motor Oil and Gas (\$4,000.00) and from 001-5-4502-59100 Grounds and Permanent Fixtures (\$2,820.10).

Monthly Lease Term	\$5,789.52 x 5 Months =	\$28,947.60
Current Capital Lease	=	\$22,127.50
Motor Oil and Gas	=	\$ 4,000.00
Grounds and Perm Fixtures	=	\$ 2,820.10

Recommendation:

It is recommended the City Lease the 45 Yamaha Golf Carts and one (1) service cart through E-Z-GO Division of Textron Inc., through Buy Board Purchasing Cooperative Contract #706-23.





12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • buyboard.com

ASSIGNMENT OF BUYBOARD CONTRACT

Re: E-Z-GO Division of Textron, Contract #706-23, Grounds Maintenance Equipment, Parts, and Supplies

The Local Government Purchasing Cooperative d/b/a BuyBoard® (Texas Cooperative) awarded E-Z-GO Division of Textron, 1451 Marvin Griffin Road, Augusta, GA 30906 (Awarded Vendor) the above referenced contract (Contract) to sell the products and/or services specified in the attached Exhibit A to Texas Cooperative members and the National Purchasing Cooperative extended that award to other states.

By virtue of a transfer to a new legal entity within Textron, effective January 1, 2024, all of Awarded Vendor's rights and obligations under the Contract are transferred to and assumed by the undersigned vendor (Assignee).

Assignee is bound by all terms and conditions of such contract, which the BuyBoard is providing to Assignee as part of the documentation related to this assignment, and shall fulfill all obligations to the Texas Cooperative and National Cooperative and their members thereunder, including without limitation providing the subject products and/or services to their members at a pricing discount and structure at least as good as that required under Awarded Vendor's contract and paying all service fees due the BuyBoard on purchase orders for such products or services.

By signature below of its authorized representative, Assignee confirms the facts and acknowledges and agrees to its obligations under the Contract as set out above.

Acknowledged and Accepted By Assignee:

Textron E-Z-GO LLC, 1451 Marvin Griffin Rd, Augusta, GA 30906

Authorized Signature: Maryellen Williams

Printed Name: Maryellen Williams Title: Contracts Administrator

Texas Regions Served: All

Other States Served: All

Approved:

BuyBoard Administrator: Connie W Burkett Date: 20 Dec 2023



12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • buyboard.com

Exhibit A
BuyBoard Contract 706-23
Grounds Maintenance Equipment, Parts, Supplies

As Awarded to:
E-Z-GO Division of Textron Inc

Line Item	Description	Discount	Catalog/Pricelist	Price
3	Discount (%) off Catalog / Pricelist for Front Mowers, Equipment, Supplies, Accessories	26%	Jacobsen	
4	Discount (%) off Catalog / Pricelist for Wide Area Mowers, Equipment, Supplies, Accessories	26%	Jacobsen	
7	Discount (%) off Catalog / Pricelist for Golf & Turf Carts, Equipment, Supplies, Accessories	10%	Cushman	
7	Discount (%) off Catalog / Pricelist for Golf & Turf Carts, Equipment, Supplies, Accessories	10%	E-Z-GO	
8	Discount (%) off Catalog / Pricelist for All (Utility) Terrain Vehicles, Equipment, Supplies, Accessories	10%	Cushman	
8	Discount (%) off Catalog / Pricelist for All (Utility) Terrain Vehicles, Equipment, Supplies, Accessories	10%	E-Z-GO	
20	Discount (%) off Catalog / Pricelist for Grounds Maintenance Equipment Repair Parts	10%	E-Z-GO	



Change of Company Name/Entity Change

To: All customers and Vendors

This letter is to inform you that our company is changing our business name from "TK Sales" and "Avlet/ALBRITE Services" to **TK SALES, INC.** The change comes into effect Jan 1, 2024.

Please note that there has been no change in management and/or in the range of products/ services we offer. Nevertheless, this name change shall not impact our ongoing cooperation or agreed terms. The name change is the consequence of an entity change only.

Attached is the new company W9 form for TK Sales, Inc.

Our physical address and remittal address is the same with no changes needed.

Physical address:
TK SALES, INC
180 MARINO ROAD
BRYAN, TX 77808

979-778-8555

Email: telva@tksales.net

Please contact us if you have any questions or need any additional information.

We look forward to continued services of your Facility maintenance and Jantiorial supply and equipment needs. Thank you for your support.

Telva and Mark Kesler

The Best Will Always Have Our
Name On It.



PREPARED FOR:

L.E. Ramey G.C.

EZGO[®]

CUSHMAN[®]

Partner with the Industry Leader



ELITE
LITHIUM

EX1

ADVANCED
INTELLIBRAKE™
TECHNOLOGY

March 28, 2024

Charlie Sosa
L.E. Ramey G.C.
2522 E. Escondido Rd.
Kingsville, 78363

Dear Charlie Sosa,

E-Z-GO® is honored to prepare this exclusive proposal for L.E. Ramey G.C. and its members. Since 1954, E-Z-GO has been at the forefront of innovation, reliability and service for the last 70 years. We are committed to providing our customers with vehicle solutions that exceed expectations and perform to the demands of your facilities.

E-Z-GO and Cushman® vehicles are manufactured with purpose in mind. We have taken the golf car industry by storm with technologies such as the Samsung Powered ELITE Lithium batteries, a first-of-its-kind EX1 gas engine, and our Textron Pace systems. These technologies, paired with our reliable fleet and utility vehicle options, provide an experience refined to elevate and improve any course to a premium caliber.

The E-Z-GO and Cushman advantage goes far beyond our products. You'll gain access to a level of service and support unsurpassed in the industry, through the largest fleet of factory direct service technicians, our strong network of factory-owned branch locations and authorized distributors.

Through highly reputable regional sponsorships, professional golfers and industry partners, we are dedicated to advancing the game of golf and the industry that fuels it.

Our constant pursuit for innovation, performance and customer service elevated our name to the premium provider in the industry. We're committed to the game and will never stop looking for what's next. Never settling has put our products on the most prestigious courses and facilities in the world so if you're looking for the best, E-Z-GO and Cushman have you covered.

As you review the enclosed materials, please do not hesitate to contact me with additional questions. I look forward to hearing from you soon, and to serving you at L.E. Ramey G.C..

With sincere appreciation,

Evan Hughes
Territory Sales Mgr
ehughes@textron.com

EZGO®

CUSHMAN®

Proposal

L.E. Ramey G.C.

March 28, 2024

RXV ELITE

STANDARD FEATURES

5-YEAR BATTERY WARRANTY	ZERO MAINTENANCE BATTERIES	ADVANCED INTELLIBRAKE TECHNOLOGY
SAMSUNG SDI LITHIUM BATTERIES	UNBEATABLE ENERGY EFFICIENCY	LOWEST COST OF OPERATIONS

ACCESSORIES

2024 Model Year	45
Body Color White	45
Standard Seat Gray	45
Hole-in-One 18 x 8.50 - 8 (4 Ply Rated) - (Set of 4)	45
Light World Charger, ELITE (3 m [10 ft] Cord)	45
USB Port	45
Sun Canopy, 54" Black	45
Windshield, Fold Down	45
Custom Logo/Decals	45
Parts Package	0
Miscellaneous Accessory (TX Buy-Board)	1
Freight	45



Proposal

L.E. Ramey G.C.

March 28, 2024

HAULER 1200X GAS

STANDARD FEATURES

13.5-HP EFI GAS ENGINE	900-LB VEHICLE LOAD CAPACITY	1,200-LB TOWING CAPACITY
12-CU-FT CARGO BED	FUNCTIONAL DASHBOARD WITH STORAGE	LIFTED SUSPENSION

ACCESSORIES

Side Decals Matte Black (no decal)	1
K500 20 x 8-10, 6 Ply Rated, Black Wheel	1
Contoured Seat Gray	1
Body Color Forest Green	1
Four Wheel Mechanical Brakes	1
Brush Guard	1
Halogen Headlights	1
12 Volt Heavy Duty Battery	1
Plastic Bed Box (Manual Lift): 39" x 44" x 12" - 12 cu ft	1
2 in (5 cm) Receiver (Rear)	1
Ball Cage - ROPS Certified	1
Easy Picker Range Picker Adapter (* Brushguard not included when adapter or ball cage is picked)	1
Freight	1



Proposal

L.E. Ramey G.C.

March 28, 2024

FAIR MARKET VALUE LEASE 2

✓	YEAR	MODEL	QTY	TERM	CAR/MONTH	TOTAL MONTHLY PRICE
	2024	Hauler 1200X Gas	1	54 Month	\$256.73	\$256.73
					MONTHLY AMOUNT	\$256.73

FAIR MARKET VALUE LEASE 3

✓	YEAR	MODEL	QTY	TERM	CAR/MONTH	TOTAL MONTHLY PRICE
	2024	RXV ELITE	45	66 Month	\$122.95	\$5,532.79
					MONTHLY AMOUNT	\$5,532.79

PROGRAM DETAILS

NUMBER OF PAYMENTS PER YEAR	PAYMENT MONTHS	DELIVERY	FIRST PAYMENT
12	All	May	Month After Delivery

SPECIAL CONSIDERATIONS

While it is our intent to honor the quoted pricing, the final pricing may change due to factors beyond the control of E-Z-GO. Final interest rates, pricing, and trade values will be determined 90 days prior to delivery. Trades must be in working condition and free from major cosmetic or mechanical damage, at time of pickup, to receive full trade value.

Based on the structure of the above proposed deal, the following documentation will be required for all deals, to establish creditworthiness:

LEASED NEEDS:

- Signed Credit Application
- Last Two Full years of Audited Financial Statements (Income Statement, Balance Sheet)
- YTD Financial Statements (Income Statement, Balance Sheet)

CASH PURCHASE NEEDS:

- Bank Letter (Proof of Funds at 90 days prior to delivery) OR Financials (Income Statement, Balance Sheet) to establish a Credit Limit with E-Z-GO.

While it's our intent to hold this pricing, this pricing is subject to change due to factors that are beyond the control of E-Z-GO. Final interest rates, trade values, and pricing will be determined 90 days prior to delivery.



Proposal

L.E. Ramey G.C.

March 28, 2024

NOTE: All goods ordered in error by the Customer or goods the Customer wishes to return are subject to a restock fee. The restock fee is 3% of the original invoice value of the goods. Prices quoted above are those currently in effect and are guaranteed subject to acceptance within 30 days of the date of this proposal. Applicable state taxes, local taxes, and insurance are not included. Lease rates may change if alternate financing is required. Payment schedule(s) does not include any finance, documentation, or initiation fees that may be included with the first payment. All lease cars and trades must be in running condition and a fleet inspection will be performed prior to pick up. It is the club's responsibility to either repair damages noted or pay for the repairs to be completed. All electric cars must have a working charger. All pricing and trade values are contingent upon management approval. Any change to the accessory list must be obtained in writing at least 30 days prior to production date.

L.E. Ramey G.C.

E-Z-GO

Accepted by: _____

Accepted by: _____

Title: _____

Title: _____

Date: _____

Date: _____



Limited Warranty Terms and Conditions – RXV ELITE Fleet Vehicles

Textron Specialized Vehicles Inc. ("Company") provides that any new Model Year 2024 E-Z-GO RXV Fleet Elite electric vehicle (Vehicles factory equipped with a lithium battery pack) (the "Vehicles") and/or the battery charger for the Vehicle's lithium battery pack purchased from the Company, a Company affiliate, or an authorized Company dealer or distributor, or leased from a leasing company approved by the Company, shall be free from defects in material or workmanship under normal use and service (the "Limited Warranty"). This Limited Warranty with respect only to parts and labor is extended to the Original Retail Purchaser or the Original Retail Lessee ("Purchaser") for defects reported to the Company no later than the following warranty periods for the Vehicle parts and components set forth below (the "Warranty Period"):

Part or Component	Warranty Period
FRAME - WORKMANSHIP	LIFETIME
SUSPENSION - Steering Gearbox, steering column, shocks and leaf springs	4 Years
MAJOR ELECTRONICS – Electric motor, solid state speed controller	4 Years
LITHIUM BATTERY SYSTEM – Battery pack, battery management system, battery charger, and charger receptacle	5 Years
PEDAL GROUP - Pedal assemblies, and motor brake	4 Years
SEATS - Seat bottom, seat back and hip restraints	3 Years
CANOPY SYSTEM - Canopy and canopy struts	4 Years
POWERTRAIN – Electric axle	3 Years
BODY GROUP – Front and rear cowls, side panels and instrument panel	3 Years
OTHER ELECTRICAL COMPONENTS – Solenoid, limit switches, DC/DC converter, F&R switch, charger cord, wiring harness	3 Years
ALL REMAINING COMPONENTS - All options and accessories supplied by E-Z-GO at time of delivery, and all components not specified elsewhere	2 Years
INITIAL ADJUSTMENTS – Initial alignment, adjustments, fastener tightening	90 days
ALL PACE SCREENS supplied by Company at time of purchase	5 Years
ALL OTHER PACE COMPONENTS supplied by Company at time of purchase	3 Years

The Warranty Period for all parts and components of the Vehicle other than Lithium Batteries shall commence on the date of delivery to the Purchaser's location or the date on which the Vehicle is placed in Purchaser-requested storage. The Warranty Period for Lithium Batteries shall commence on the earliest of the following dates:

- of Vehicle delivery to the Purchaser's location,
- on which the Vehicle is placed in Purchaser-requested storage or
- that is sixty (60) days from the date of sale or lease of the Vehicle by the Company to an authorized Company dealer or distributor.

Parts repaired or replaced under this Limited Warranty are warranted for the remainder of the length of the original Warranty Period. This Limited Warranty applies only to the Purchaser and not to any subsequent purchaser or lessee without the prior written approval from the Director of the Company's Customer Care / Warranty Department.

EXCLUSIONS: Specifically **EXCLUDED** from this Limited Warranty are:

- routine maintenance items, normal wear and tear, cosmetic deterioration or electrical components damaged as a result of fluctuations in electric current;
- damage to or deterioration of a Vehicle, part or battery charger resulting from an accident or collision, or from the neglect, abuse, or inadequate maintenance of the Vehicles;
- damage resulting from installation or use of parts or accessories not approved by Company, including but not limited to subsequent failures of the Vehicle, other parts or the battery charger due to the installation and/or use of parts and accessories not approved by Company;
- warranty repairs performed by someone other than a Company branch or an authorized and qualified Dealer designee. Warranty repairs performed by someone other than a Company branch or an authorized and qualified Dealer or designee shall void the Limited Warranty;
- damage or loss resulting from acts of nature, vandalism, theft, war or other events over which Company has no control;
- any and all expenses incurred in transporting the Vehicle to and from the Company or an authorized and qualified Dealer, distributor or designee for warranty service or in performing field warranty service; and
- any and all expenses, fees or duties incurred relative to inbound freight, importation, or customs.

THIS LIMITED WARRANTY MAY BE VOIDED OR LIMITED AT THE SOLE DISCRETION OF COMPANY IF THE VEHICLE AND/OR BATTERY CHARGER:

- shows indications that routine maintenance was not performed in accordance with the Owner's Manual provided with the Vehicle, including but not limited to rotation of fleet, proper tire inflation, and lack of charging.
- shows indications that non-recommended lubricants were applied to the Vehicle and any part thereof;
- shows indications that the speed governor was adjusted or modified to permit the Vehicle to operate beyond Company specifications;
- shows indications that it has been altered or modified in any way from Company specifications, including but not limited to alterations to the speed braking system, electrical system, passenger capacity or seating;
- has been altered to be used or operated outside of Company approved applications, specified environments or performance conditions;
- is equipped with tires not expressly approved by Company for use with the Vehicles;
- lacks an adequate number of operating battery chargers, or uses unapproved battery chargers for the Vehicle or uses extension cords with battery chargers;
- shows indication that the battery charger has been modified to charged vehicles not approved for the charger;
- has electrical accessories that are not manufactured or sold by the Company for use with the Vehicle or any electrical energy consuming devices installed directly to the battery pack;
- shows indications that the battery pack was disassembled, opened, or tampered with in any way;
- shows indications that attempts may have been made to intentionally reduce the battery pack life;
- contain lithium battery packs that are not paired with the battery management system as supplied by the Company;



Storage and Operation Limitations Condition	Time Allowed
STORAGE BETWEEN CHARGE CYCLES	3 months
STORAGE BETWEEN -22°F (-30°C) AND -4°F (-20°C) STORAGE ONLY – NO CHARGING OR DISCHARGING OF BATTERY PACK	1 month
OPERATION OF VEHICLE BELOW -4°F (-20°C) OR ABOVE 140°F (60°C)	NOT ALLOWED

USE OF NON-APPROVED PARTS AND ACCESSORIES: THIS LIMITED WARRANTY SHALL NOT APPLY TO ANY PROPERTY DAMAGE OR ADDITIONAL ENERGY CONSUMPTION ARISING FROM OR RELATED TO PARTS OR ACCESSORIES NOT MANUFACTURED OR EXPRESSLY AUTHORIZED BY THE COMPANY, OR WHICH WERE NOT INSTALLED BY THE COMPANY, ITS DEALERS OR DISTRIBUTORS, INCLUDING BUT NOT LIMITED TO GPS SYSTEMS, COOLING AND HEATING SYSTEMS, COMMUNICATION SYSTEMS, INFORMATION SYSTEMS, OR OTHER FORMS OF ENERGY CONSUMING DEVICES WIRED DIRECTLY OR INDIRECTLY TO THE VEHICLE BATTERIES.

REMEDY: Purchaser's sole and exclusive remedy under this Limited Warranty in the event of a defect in material or workmanship in the Vehicle, any part or component, or battery charger during the applicable Warranty Period is that Company will, at its sole option, repair or replace any defective parts. For such warranty repairs or replacements, the Company may, at its discretion, provide factory reconditioned parts or new components from alternate suppliers. All replaced parts become the sole property of the Company. This exclusive remedy will not be deemed to have failed of its essential purpose so long as the Company has made reasonable efforts to repair or replace the defective parts.

DISCLAIMER: THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED FOR THE VEHICLES AND BATTERY CHARGER AND IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL SUCH OTHER WARRANTIES BEING EXPLICITLY DISCLAIMED.

LIABILITY LIMITATIONS: IN NO CASE SHALL THE COMPANY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DEATH, PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM OR RELATED TO ANY ALLEGED FAILURE IN A VEHICLE OR BATTERY CHARGER, OR ANY DAMAGE OR LOSS TO THE PURCHASER OR ANY THIRD PARTY FOR LOST TIME, INCONVENIENCE OR ANY ECONOMIC LOSS, WHETHER OR NOT THE COMPANY WAS APPRISED OF THE FORSEEABILITY OF SUCH DAMAGES OR LOSSES. ANY LEGAL CLAIM OR ACTION ARISING THAT ALLEGES BREACH OF WARRANTY MUST BE BROUGHT WITHIN THREE (3) MONTHS FROM THE DATE THE WARRANTY CLAIM ARISES. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL DAMAGES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU

WARNING: ANY MODIFICATION OR CHANGE TO THE VEHICLE OR BATTERY CHARGER WHICH ALTERS THE WEIGHT DISTRIBUTION OR STABILITY OF THE VEHICLE, INCREASES THE VEHICLE'S SPEED, OR ALTERS THE OUTPUT OF THE BATTERY CHARGER BEYOND FACTORY SPECIFICATIONS, CAN RESULT IN PROPERTY DAMAGE, PERSONAL INJURY OR DEATH. DONOTMAKEANYSUCHMODIFICATIONSORCHANGES. SUCH MODIFICATIONS OR CHANGES WILL VOID THIS LIMITED WARRANTY. THE COMPANY DISCLAIMS RESPONSIBILITY FOR ANY SUCH MODIFICATIONS, CHANGES OR ALTERATIONS WHICH WOULD ADVERSELY IMPACT THE SAFE OPERATION OF THE VEHICLE OR BATTERY CHARGER.

LITHIUM BATTERY WARRANTY LIMITATIONS, CONDITIONS AND EXCEPTIONS:

- Claims for battery replacement require specific testing, as specified by Company's Customer Care / Warranty Department. The Company, or an authorized Company dealer or distributor, should be contacted to obtain a copy of the required tests.
- **IF IT IS DETERMINED THAT PARTS OR ACCESSORIES WERE INSTALLED DIRECTLY TO THE VEHICLE'S BATTERY PACK WITHOUT THE COMPANY'S**

EXPRESS WRITTEN APPROVAL, THEN THE WARRANTY FOR THE BATTERY PACK AND THE BATTERY MANAGEMENT SYSTEM SHALL BE VOID.

- **ALL NON-FACTORY INSTALLED ACCESSORIES REQUIRE THE INSTALLATION AND USE OF A COMPANY APPROVED DC TO DC CONVERTER THAT USES ENERGY FROM ALL BATTERIES.**
- **Electric Vehicle storage facilities must provide the following:**
 - ample electrical power to charge all Vehicles and allow the charger to shut off automatically;
 - battery chargers must each have an independent dedicated 15 amp circuit;
 - each battery charger must be connected to its circuit with at minimum a NEMA 15-5R three-pin receptacle;
 - one (1) functional charger for each Vehicle in the fleet with a proper electrical supply as specified above; and
 - **BATTERY CHARGERS MUST BE THE COMPANY APPROVED CHARGERS FOR LITHIUM BATTERY PACK VEHICLES.**

OTHER COMPANY RIGHTS:

- Company may perform semi-annual vehicle inspections (directly or through assigned Company representatives) through the term of any fleet lease.
- Company may improve, modify or change the design of any Company vehicle, part or battery charger without being responsible to modify previously manufactured vehicles, parts or battery chargers.
- Company may audit and inspect the Purchaser's facility, maintenance records and its Vehicles prior to approving any warranty claim; furthermore, Company may use a third party to perform such audit or inspection of the Purchaser's storage facilities, and/or batteries.
- **THE WARRANTY FOR ALL VEHICLES IN A FLEET SHALL BE VOIDED IF DATA SUBMITTED FOR AN INDIVIDUAL VEHICLE WARRANTY CLAIM CONTAINS FALSE OR MISLEADING INFORMATION.**

AUTHORITY: No Company employee, dealer, distributor or representative, or any other person, has any authority to bind Company to any modifications of the terms and conditions of this Limited Warranty without the express written approval from the Director of the Company's Customer Care / Warranty Department

FOR FURTHER INFORMATION, CALL 1-800-774-3946, GO TO TSV.COM, OR WRITE TO TEXTRON SPECIALIZED VEHICLES INC., ATTENTION: TSV CUSTOMER CARE / WARRANTY DEPARTMENT, 1451 MARVIN GRIFFIN ROAD, AUGUSTA, GEORGIA 30906 USA.

TSV P/N 657284G24



Limited Warranty Terms and Conditions – TSV Commercial / Turf Vehicles

The Textron Specialized Vehicles (TSV) Division of Textron Inc. ("Company") provides that any new Model Year 2024 Cushman Commercial / Turf vehicle (the "Vehicle") and/or battery charger purchased from Company, a Company affiliate, or an authorized Company dealer or distributor, or leased from a leasing company approved by Company, shall be free from defects in material or workmanship under normal use and service (the "Limited Warranty"). This Limited Warranty with respect only to parts and labor is extended to the Original Retail Purchaser or the Original Retail Lessee ("Purchaser") for defects reported to the Company no later than the following warranty periods for the Vehicle parts and components set forth below (the "Warranty Period"):

Vehicle	Warranty Period
Cushman Commercial/Turf Vehicles (Refresher, Shuttle, Hauler): - Frame - workmanship - All other parts and components unless otherwise noted	Lifetime 2 years
INITIAL ADJUSTMENTS – Initial alignment, adjustments, fastener retightening	90 days
Lead Acid Deep Cycle Batteries	Earlier of 2 years or 23,000 amp hours*
ALL PACE SCREENS supplied by Company at time of purchase	5 Years
ALL OTHER PACE COMPONENTS supplied by Company at time of purchase	3 Years
* Added electrical components not part of original Vehicle drive system equipment that consume equal to or more than .4 amps shall reduce the amp hour battery warranty by fifteen percent (15%). Added electrical components not part of original Vehicle drive system equipment that consume less than .4 amps shall reduce the amp hour battery warranty by ten percent (10%). See reverse for other battery warranty limitations, conditions and exceptions.	

The Warranty Period for all parts and components of the Vehicle other than Lead Acid Deep Cycle Batteries shall commence on the date of delivery to the Purchaser's location or the date on which the Vehicle is placed in Purchaser-requested storage.

The Warranty Period for Lead Acid Deep Cycle Batteries shall commence on the earliest of the date:

- of Vehicle delivery to the Purchaser's location,
- on which the Vehicle is placed in Purchaser-requested storage or
- that is one (1) year from the date of sale or lease of the Vehicle by the Company to an authorized company dealer or distributor.

Parts repaired or replaced under this Limited Warranty are warranted for the remainder of the length of the Warranty Period. This Limited Warranty applies only to the Purchaser and not to any subsequent purchaser or lessee without the prior written approval of the Customer Care / Warranty Department.

EXCLUSIONS: Specifically **EXCLUDED** from this Limited Warranty are:

- routine maintenance items, normal wear and tear, cosmetic deterioration or electrical components damaged as a result of fluctuations in electric current;
- damage to or deterioration of a Vehicle, part or battery charger resulting from inadequate maintenance, neglect, abuse, accident or collision;
- damage resulting from installation or use of parts or accessories not approved by Company, including but not limited to subsequent failures of the Vehicle, other parts or the battery charger due to the installation and/or use of parts and accessories not approved by Company;
- warranty repairs made by other than a Company branch or an authorized and qualified Dealer designee. Warranty repairs by other than a Company branch or an authorized and qualified Dealer or designee shall void the Limited Warranty;
- damage or loss resulting from acts of nature, vandalism, theft, war or other events over which Company has no control;
- any and all expenses incurred in transporting the Vehicle to and from the Company or an authorized and qualified Dealer, distributor or designee for warranty service or in performing field warranty service; and
- any and all expenses, fees or duties incurred relative to inbound freight, importation, or customs.

THIS LIMITED WARRANTY MAY BE VOIDED OR LIMITED AT THE SOLE DISCRETION OF COMPANY IF THE VEHICLE AND/OR BATTERY CHARGER:

- shows indications that routine maintenance was not performed per the Owner's Manual, including but not limited to proper tire inflation, lack of charging, inadequate Lead Acid battery watering, use of contaminated water, loose battery hold downs, corroded battery cables and loose battery terminals;
- lacks an adequate number of operating battery chargers, uses unapproved battery chargers for the vehicle or uses extension cords with battery chargers;
- gasoline powered Vehicles fueled with unleaded gasoline containing more than 10% ethanol, E85 ethanol fuel or other non-recommended fuels, contaminated gasoline or other non-recommended lubricants;
- shows indications that the speed governor was adjusted or modified to permit the Vehicle to operate beyond Company specifications;
- shows indications it has been altered or modified in any way from Company specifications, including but not limited to alterations to the speed braking system, electrical system, passenger capacity or seating;
- has non-Company approved electrical accessories or electrical energy consuming devices installed on a gasoline Vehicle without installation of a heavy duty 12V battery;
- has non-Company approved electrical accessories or electrical energy consuming devices installed on an electric powered Vehicle without installation of an adequately sized DC to DC converter to draw energy from the entire battery pack;
- adjustments are made to the injection pump fuel delivery system or CVT system; or
- is equipped with non-standard tires not approved by the Company.

USE OF NON-APPROVED COMPANY PARTS AND ACCESSORIES: THIS LIMITED WARRANTY IS VOID WITH RESPECT TO ANY PROPERTY DAMAGE OR ADDITIONAL ENERGY CONSUMPTION ARISING FROM OR RELATED TO PARTS OR ACCESSORIES NOT MANUFACTURED OR AUTHORIZED BY COMPANY, OR WHICH WERE NOT INSTALLED BY COMPANY, ITS DEALERS OR DISTRIBUTORS, INCLUDING BUT NOT LIMITED TO GPS SYSTEMS, COOLING AND HEATING SYSTEMS, COMMUNICATION SYSTEMS, INFORMATION SYSTEMS, OR OTHER FORMS OF ENERGY CONSUMING DEVICES WIRED DIRECTLY OR INDIRECTLY TO THE VEHICLE BATTERIES.

REMEDY: Purchaser's sole and exclusive remedy under this Limited Warranty in the event of a defect in material or workmanship in the Vehicle, any part or component, or battery charger during the applicable Warranty Period is that Company will, at its sole option, repair or replace any defective parts. If Company elects to repair or replace a defective part, Company may at its discretion provide a factory reconditioned part or new component from an alternate supplier. All replaced parts become the sole property of Company. This exclusive remedy will not be deemed to have failed of its essential purpose so long as Company has made reasonable efforts to repair



or replace the defective parts.

DISCLAIMER: THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED FOR THE VEHICLES AND BATTERY CHARGER AND IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL SUCH OTHER WARRANTIES BEING EXPLICITLY DISCLAIMED.

LIABILITY LIMITATIONS: IN NO CASE SHALL COMPANY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DEATH, PERSONAL INJURY OR PROPERTY DAMAGE, ARISING FROM OR RELATED TO ANY ALLEGED FAILURE IN A VEHICLE OR BATTERY CHARGER, OR ANY DAMAGE OR LOSS TO THE PURCHASER OR ANY THIRD PARTY FOR LOST TIME, INCONVENIENCE OR ANY ECONOMIC LOSS, WHETHER OR NOT COMPANY WAS APPRISED OF THE FORSEEABILITY OF SUCH DAMAGES OR LOSSES. THE RIGHT OF PURCHASER TO RECOVER DAMAGES WITHIN THE LIMITATIONS SET FORTH IN THIS SECTION IS PURCHASER'S EXCLUSIVE ALTERNATIVE REMEDY IF THE LIMITED REMEDY OF REPAIR OR REPLACEMENT OF THE VEHICLE FAILS OF ITS ESSENTIAL PURPOSE. THE PARTIES AGREE THAT THIS ALTERNATIVE REMEDY WILL BE ENFORCEABLE EVEN IF THE LIMITED REMEDY OF REPAIR OR REPLACEMENT FAILS OF ITS ESSENTIAL PURPOSE. ANY LEGAL CLAIM OR ACTION ARISING THAT ALLEGES BREACH OF WARRANTY MUST BE BROUGHT WITHIN THREE (3) MONTHS FROM THE DATE THE WARRANTY CLAIM ARISES. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL DAMAGES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU

WARNING: ANY MODIFICATION OR CHANGE TO THE VEHICLE OR BATTERY CHARGER WHICH ALTERS THE WEIGHT DISTRIBUTION OR STABILITY OF THE VEHICLE, INCREASES THE VEHICLE'S SPEED, OR ALTERS THE OUTPUT OF THE BATTERY CHARGER BEYOND FACTORY SPECIFICATIONS, CAN RESULT IN PROPERTY DAMAGE, PERSONAL INJURY OR DEATH. DO NOT MAKE ANY SUCH MODIFICATIONS OR CHANGES. SUCH MODIFICATIONS OR CHANGES WILL VOID THE LIMITED WARRANTY. COMPANY DISCLAIMS RESPONSIBILITY FOR ANY SUCH MODIFICATIONS, CHANGES OR ALTERATIONS WHICH WOULD ADVERSELY IMPACT THE SAFE OPERATION OF THE VEHICLE OR BATTERY CHARGER.

LEAD ACID DEEP CYCLE BATTERY WARRANTY LIMITATIONS, CONDITIONS AND EXCEPTIONS:

- Claims for battery warranty replacement require specific testing, as specified by the Customer Care / Warranty Department. Company, or an authorized Company dealer or distributor, should be contacted to obtain a copy of the required tests, which must be performed and corrected for temperature, based upon BCI (Battery Council International) recommendations.
- **NON-FACTORY INSTALLED PARTS OR ACCESSORIES INSTALLED DIRECTLY TO LESS THAN THE COMPLETE VEHICLE BATTERY PACK WILL VOID THE WARRANTY FOR THE ENTIRE BATTERY PACK.**
- **ALL NON-FACTORY INSTALLED ACCESSORIES REQUIRE THE INSTALLATION AND USE OF A COMPANY APPROVED DC TO DC CONVERTER THAT USES ENERGY FROM ALL BATTERIES.**
- Electric Vehicle storage facilities must provide the following:
 - ample electrical power to charge all Vehicles and allow the charger to shut off automatically;
 - battery chargers must each have an independent dedicated 15 amp circuit;
 - each battery charger must be connected to its circuit with at minimum a NEMA 15-5R three-pin receptacle;
 - five (5) air exchanges per hour in the charging facility; and
 - one (1) functional charger for each Vehicle in the fleet with a proper electrical supply as specified above.

OTHER COMPANY RIGHTS:

- Company may improve, modify or change the design of any TSV vehicle, part or battery charger without being responsible to modify previously manufactured vehicles, parts or battery chargers.
- Company may audit and inspect the Purchaser's facility, maintenance records and its Vehicles by Company representatives prior to approving a warranty claim and may contract with a third party to evaluate the Purchaser's storage facilities, fuel storage tanks and/or batteries.

AUTHORITY: No Company employee, dealer, distributor or representative, or any other person, has any authority to bind Company beyond the terms of this Limited Warranty without the express written approval of the Customer Care / Warranty Department.

EMISSIONS CONTROL WARRANTY: The Vehicle may also be subject to an emissions control warranty, as required by the U.S. Environmental Protection Agency and California Air Resources Board, which is provided with the Vehicle.

FOR FURTHER INFORMATION, CALL 1-800-774-3946, GO TO TXTSV.COM, OR WRITE TO TSV DIVISION OF TEXTRON INC., ATTENTION: TSV CUSTOMER CARE / WARRANTY DEPARTMENT, 1451 MARVIN GRIFFIN ROAD, AUGUSTA, GEORGIA 30906 USA.

TSV P/N 646529G24



RESOLUTION #2024-_____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO LEASE AGREEMENTS AND RELATED DOCUMENTS WITH WELLS FARGO FINACIAL LEASING, INC. FOR GOLF CARTS AND A UTILITY VEHICLE FOR THE L.E. RAMEY GOLF COURSE; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville ("City") took over management of the L.E. Ramey Golf Course from Kleberg County in October 2014 and the golf carts and utility vehicle obtained by the City after that time have met their lifespan and replacements are needed for the proper operation of the course; and

WHEREAS, the City is a BuyBoard member and has located pricing under Contract #706-23 through E-Z-GO Division of Textron that will meet the Golf Course's golf cart and utility vehicle needs for the next several years through: 1) a Wells Fargo Financial Lease for sixty-six month for 45 electric golf carts at a total price of \$5,5,32.79/month, and 2) a Wells Fargo Financial Lease for fifty-four months for one utility vehicle at a total price of \$256.73 per month; and

WHEREAS, state laws allows governing bodies, like the City, to enter into agreements like this one to provide for the procurement of items and services in conformance with state laws; and

WHEREAS, it is mutually deemed sound, desirable, practicable, and beneficial for the parties to enter into the agreement attached hereto.

NOW THEREFOR, BE IT RESOLVED by the City Commission of the City of Kingsville, Texas:

I.

THAT the City Manager is authorized and directed as an act of the City of Kingsville, Texas to enter into Equipment Lease Agreements and related documents between the City of Kingsville and Wells Fargo Financial Leasing, Inc. for golf carts and a utility vehicle in accordance with Exhibit A hereto attached and made a part hereof.

II.

THAT all resolutions or parts of resolutions in conflict with this resolution are repealed to the extent of such conflict only.

III.

THAT this Resolution shall be and become effective on and after adoption.

PASSED AND APPROVED by a majority vote of the City Commission on the 8th day of April, 2024.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

Wells Fargo Equipment Finance, Manufacturer and Dealer Finance
801 Walnut Street | 3rd Floor | Des Moines, IA 50309

Name and Address of Customer:

CITY OF KINGSVILLE
2522 E Escondido Rd
Kingsville, TX 78363-2849

Thank you for doing business with **WELLS FARGO FINANCIAL LEASING, INC.** This cover letter is your guide to completing your transaction as quickly as possible.

Checklist

All documents listed below are required for this transaction:

- Master Lease Agreement
- Equipment Schedule – Lease
- State and Local Government Addendum
- Insurance Form
- Required Information Form
- MyAccounts Form

The following items are required for your transaction to be completed:

- Signature from an authorized signer– see Signature Guide below for requirements
- Printed name of the signer
- Title of the signer – see Signature Guide below for requirements
- Federal tax ID of the lessee/borrower – specified on the attached documents
- Return the signed documents as outlined below
- Supplier Invoice
- Tax Exempt Certificate, if applicable

Please return all pages. Failure to return all pages will cause a delay in processing.

Signature Guide

The documents must be signed by an authorized officer or the owner if the customer is a Sole Proprietorship, with printed Name and Title completed as well.

Guaranty, Lease or Loan agreement authorized signer guidelines

If the business is a:

Proprietorship
General Partnership
Limited Partnership
Limited Liability Company (LLC)
Trust
Corporation or Non-Profit Corporation
 And deal is <\$500K
 And deal is >=\$500K

This person must sign:

Owner/Proprietor
Partner
General Partner
Manager, Member or Authorized Signer
Trustee

Authorized Corporate Officer, Purchasing Manager, Director, Controller, Finance Manager
Authorized Corporate Officer

Return Instructions

If you received an e-mail from DocuSign to sign documents electronically, once you complete the DocuSign process and click "confirm signing", your signed documents will be returned to us electronically. Please use fax or e-mail to return any checklist items not completed and transmitted via DocuSign. If you did not receive an e-mail from DocuSign to sign documents electronically, please return your signed documents and other checklist items via fax or e-mail. If your documents include a master agreement and/or guaranty documents, or if the total amount financed is greater than \$500,000, then overnight the signed documents to the address below.

Email: WFEFMDFGolfandTurf@wellsfargo.com **Fax:** 866-336-8375

Overnight:

WELLS FARGO FINANCIAL LEASING, INC.
801 Walnut Street, 3rd Floor
Des Moines, IA 50309
MAC F0006-030

Master Lease Agreement

WELLS
FARGO

Wells Fargo Equipment Finance, Manufacturer and Dealer Finance
801 Walnut Street | 3rd Floor | Des Moines, IA 50309

Master Lease Number **603-0293978** dated as of **April 3, 2024**

Name and Address of Customer:

CITY OF KINGSVILLE
2522 E Escondido Rd
Kingsville, TX 78363-2849

TERMS AND CONDITIONS

This Master Lease Agreement ("**Master Lease**") sets forth terms and conditions that will be applicable to equipment leasing transactions that may be entered into from time to time by Lessee and Lessor if they enter into one or more Schedules that incorporate the terms of this Master Lease. This Master Lease is not a commitment by Lessor to enter into any Schedule and nothing in this Master Lease shall impose, or be construed to impose, any obligation upon Lessor to enter into any proposed Schedule. In the event of a conflict between the provisions of this Master Lease and a Schedule, the provisions of such Schedule will control. Lessee and Lessor agree, for good and valuable consideration and intending to be legally bound, as follows:

1. CERTAIN DEFINITIONS. The following capitalized terms used herein will be defined as follows: "**Equipment**" means the equipment and other property described on the applicable Schedule, as well as any attachments, accessories, accessions, replacements, replacement parts, substitutions, additions, upgrades, exchanges and repairs to the equipment and other property and shall also be deemed to include any embedded software that otherwise falls within the definition of "**Goods**" under Article 9 of the Uniform Commercial Code ("**UCC**"). "**Fair Market Value**" of the Equipment means an amount estimated by us that may reasonably be expected for an installed and in-use property in an equitable exchange between a willing buyer and a willing seller, neither under any compulsion to buy or sell, both aware of all relevant facts, and assuming the Equipment is in the condition required by the applicable Lease. "**Lessee**" means the party or parties who sign this Master Lease as Lessee. Each party that signs below as Lessee agrees that its liability in connection with the Master Lease (and any Schedules hereunder) shall be joint and several. The Lessee may be referred to herein as "you" and "your". "**Lessor**" means the party signing as Lessor on this Master Lease and applicable Schedule or any of its affiliates signing as Lessor on the applicable Schedule, and may be referred to herein as "we", "us", and "our". "**Person**" means any individual, corporation, business trust, association, company, partnership, joint venture, or other entity. "**QFC Obligations**" means obligations arising under a securities contract, commodities contract, forward contract, repurchase agreement, swap agreement, or any similar agreement (as defined for purposes of Treasury Part 148 under 12 U.S.C. 5390(c)(8)(D) or FDIC Part 371 under 12 U.S.C. 1821(e)(8)(D)) that the FDIC determines by regulation, resolution, or order to be a qualified financial contract. "**Schedule**" means any schedule signed by Lessee and Lessor that incorporates the terms of this Master Lease, each of which will constitute a separate contract between Lessee and Lessor and shall be referred to as a "**Lease**". "**Stipulated Loss Value**" means the sum of: (i) all past due and current Payments; (ii) the present value of (A) all remaining Payments, and (B) the amount of the purchase option price or final purchase payment set forth in the applicable Schedule, or if no purchase option price or final purchase payment is specified or if the purchase option price is Fair Market Value, then the anticipated end of Term Fair Market Value of the affected item(s) of Equipment, discounted at 2% per annum; and (iii) all other amounts due under the Lease.

2. COMMENCEMENT. The commencement of a Lease (the "**Commencement Date**") will be the date that you satisfy all pre-conditions to the Lease, as determined by us, or any later date that we designate. Without limiting the foregoing, we may, in our sole discretion, require that you verify your acceptance of the Equipment either by telephone or by delivery to us of an executed certificate of acceptance. If you signed a purchase order or similar agreement for the purchase of the Equipment, by signing a Schedule you assign to us all of your rights, but none of your obligations under it. If, for any reason: (i) the manufacturer, supplier, wholesaler, or other vendor of the Equipment (any, a "**Supplier**") fails to deliver, or delays the delivery of, the Equipment; or (ii) the Equipment is unsatisfactory upon delivery or at any time thereafter, you agree that we are not liable, and you will not make any claim against us for damages or for specific performance of such Lease. If the Equipment includes any non-embedded software: (i) we do not own the software and do not provide any software licenses, (ii) you are responsible for obtaining any software license related to any software that is part of or used in connection with the Equipment from the owners or licensors of such software, (iii) you shall comply with the terms of all such licenses if any, and (iv) any default by you under any such software licenses shall also constitute a default by you under all Leases.

3. LEASE PAYMENTS. You agree to remit all payments under each Lease ("**Payments**") in U.S. dollars to the address or account designated by us from time to time. Unless indicated otherwise in the Schedule, your Payments are due in arrears and your first payment date will be one month from the Commencement Date, and subsequent payments shall be due on that same day of each month thereafter, unless such day does not exist for the applicable month, in which case it will be the last day of such month (the "**Payment Date**"). If you request that your Payment Date start later than one month after the Commencement Date, if we approve such a request, we may increase your first Payment by 1/30th of the scheduled Payment for each day between the originally scheduled Payment Date and the re-scheduled Payment Date (the "**Additional Days**") and the term of the Schedule will be extended by a number of days equal to the Additional Days. If there are changes in the type or amount or cost of the Equipment or the calculation of related sales or other taxes, you authorize us to adjust the Payments to maintain our after tax economic yield and cash flow so long as the change is not more than 15% of the original Payment amount. We may apply all your payments under a Lease to delinquency charges, Payments, and any other liabilities due and owing under such Lease or under any other agreement, in any order and manner selected by us. You waive all rights to direct the application of payments made on account of any Lease. We may offset and deduct any of your liabilities or obligations to us from any sums we owe to you. The financial terms of any Lease may have been determined taking into account fees we have paid to, or rebates, discounts, subsidies or other compensation or financial benefits (including the ability to fund over time amounts that may be financed hereunder) we have received from, the Supplier, a broker, or other third party in connection with such Lease. Payments are due on each Payment Date whether or not you receive an invoice.

4. TAXES. You agree to pay, and indemnify and hold us harmless from all sales, use, rental, property, excise, gross receipts, withholding and other taxes, charges and fees upon or with respect to the Equipment or the possession, ownership, leasing, use or operation, control or maintenance thereof and relating to such Lease (or any Payments or other payments), assessed by any governmental entity or taxing authority arising during or with respect to any part of the term, whether due before or after the end of the term shown on the corresponding Schedule. In connection with the expiration or earlier termination of a Lease, you agree to pay us any taxes accrued or assessed but not yet due and payable, or our estimate of such amounts.

5. LATE CHARGES. For any payment which is not received within 10 days of its due date, you agree to pay us a late charge equal to the greater of 5% of the amount due or \$35.00 (but in either case, not to exceed the maximum amount permitted by law).

6. OWNERSHIP, SECURITY INTEREST, USE, MAINTENANCE AND REPAIR. Unless otherwise specified in the applicable Schedule, we own the Equipment, excluding any non-embedded software. If the Lease is a secured transaction, you grant us a security interest in the Equipment and all proceeds thereof to secure all of your obligations now or hereafter owing to us (except QFC Obligations). In no event shall your obligations under a Lease be secured by any improved real

THIS MASTER LEASE INCLUDES THE TERMS ON THE ATTACHED PAGE(S).

THIS MASTER LEASE SHALL NOT BE EFFECTIVE UNLESS AND UNTIL EXECUTED BY US.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Master Lease to be executed by their duly authorized representatives as of the date first above written.

Lessor: **WELLS FARGO FINANCIAL LEASING, INC.**

Lessee: **CITY OF KINGSVILLE**

Signature of authorized signer

Signature of authorized signer

Print Name and Title

Print Name and Title

property, building or mobile home insurable under the National Flood Insurance Program unless the document granting an interest in real property specifically references the Lease by date, its Schedule number and/or this Master Lease number. You authorize us or our agents to prepare and file, electronically or otherwise, UCC financing statements and any amendments or continuation statements relating to the Equipment and proceeds. So long as you are not in default of your obligations, we hereby assign to you our rights, if any, under Supplier written warranties, to the extent assignable. You (a) shall not permit the Equipment to attach to real property and (b) must keep the Equipment free of all security interests, encumbrances and liens, except those in favor of us. Other than the temporary relocation of mobile Equipment, or as otherwise set forth in the applicable Schedule, you will not remove the Equipment from the address indicated on the applicable Schedule without first obtaining our written approval. You shall: (a) keep the Equipment in your exclusive control and possession and not discontinue use of the Equipment; (b) USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS, AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES; (c) use the Equipment in conformity with all insurance requirements, manufacturer's instructions and manuals; (d) at your cost, keep the Equipment repaired and maintained in good working order as when originally delivered to you (absent only ordinary wear and tear) and as required by the manufacturer's warranty, certification and standard full service maintenance contract; (e) at your cost, furnish and replace all parts of the Equipment as may from time to time become worn out, damaged or unfit for use; (f) allow only qualified and properly licensed personnel to operate the Equipment; (g) maintain accurate and complete records of all repairs and maintenance of the Equipment; (h) give us reasonable access to inspect the Equipment and its maintenance and other records; (i) at your cost, mark and identify the Equipment with all information and in such manner as we may request from time to time and replace promptly any such markings or identification which are removed, defaced or destroyed and not permit the name of any person, association or corporation other than your name or our name to be placed on the Equipment as a designation that might be interpreted as a claim of ownership or security interest; (j) pay all shipping and delivery charges and other expenses incurred in connection with the Equipment and pay all lawful claims, whether for labor, materials, supplies, rent, assessments, taxes or services, which might or could if unpaid become a lien on the Equipment; and (k) not enter into any lease or sale of any Equipment. Without our prior written consent, you will not make any alterations, additions or improvements to the Equipment which are permanent or which detract from its value, useful life, or functional utility. Any such alterations, additions or improvements shall be deemed part of the Equipment. The Equipment must remain in the continental United States, Alaska, or Hawaii at all times. In case you fail to comply with any provision of any Lease, we may take action to bring such Lease into compliance, and all expenses incurred by us in doing so will constitute additional expenses under such Lease due to us within 5 days after we send notice to you requesting payment. Our effecting such compliance will not be a waiver of your default.

7. INDEMNITY. YOU AGREE TO DEFEND AND INDEMNIFY US FOR ALL LOSSES, DAMAGES, CLAIMS, LIABILITIES, OBLIGATIONS, SUITS, TOLLS, FEES, INJURIES, COSTS AND REASONABLE ATTORNEYS' FEES, OR THE LIKE, WHETHER BASED ON A THEORY OF NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE, INCURRED, CAUSED OR ASSERTED BY ANY PERSON, IN ANY MANNER RELATING TO THE LEASE OR THE EQUIPMENT including, without limitation, the manufacture, purchase, lease, financing, selection, ownership, delivery, possession, use, storage, operation, condition, maintenance, repair, return or other disposition thereof.

8. LOSS OR DAMAGE. You assume all risks of loss, theft, governmental taking, damage to or destruction of the Equipment. If any item of Equipment is damaged and can be repaired, you shall promptly notify us in writing and, at your cost, within 30 days of such damage, repair the affected item. If any item of Equipment is lost, stolen, taken by any governmental authority or damaged beyond repair, you will immediately notify us in writing and, at our option you will, at your cost, within 30 days after such event, either: (a) replace the affected item with a comparable item acceptable to us, or (b) for each affected item of Equipment (calculated on the pro rata cost of the affected item(s) as compared to the total cost of all items on the Schedule), pay us the total of the Stipulated Loss Value for each such item of Equipment. Upon our receipt of such Stipulated Loss Value, we will then notify you of the applicable reduction of rent and transfer to you all our rights, title and interest in the affected item(s) of Equipment AS-IS AND WHERE-IS, WITHOUT ANY RECOURSE TO OR WARRANTY FROM US, EXPRESS OR IMPLIED AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. Insurance proceeds will be applied toward repair, replacement or payment owing to us, as applicable.

9. INSURANCE. You agree, at your cost, to: (a) keep the Equipment insured against all risks of physical loss or damage for its full replacement value, naming us as loss payee (with a lender's loss payable endorsement if required by us); and (b) maintain commercial general liability insurance, covering personal injury and property damage in amounts acceptable to us, naming us as additional insured. All insurance policies must be issued by insurance carriers acceptable to us, must provide us with not less than 15 days' prior written notice of cancellation, non-renewal or amendment, and must provide deductible amounts acceptable to us. You hereby appoint us as your attorney-in-fact to make proof of loss and claims for insurance, to make adjustments with insurers and to receive payment of and execute or endorse all documents, checks or drafts in connection with payments made as a result of such insurance policies. Property insurance proceeds shall be payable to us irrespective of any breach of warranty or other of your acts or omissions and no insurance shall be subject to any co-insurance clause. Promptly upon our request you agree to deliver to us evidence of insurance reasonably satisfactory to us, including evidence of renewal and replacement coverage.

10. NET LEASE; UNCONDITIONAL OBLIGATION. Each Lease is a net lease. WE HAVE NOT SELECTED THE EQUIPMENT. THE SUPPLIER AND ITS REPRESENTATIVES ARE NOT OUR AGENTS AND ARE NOT AUTHORIZED TO MODIFY THE TERMS OF ANY LEASE. WE MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND YOU HAVE NO RIGHT TO CANCEL ANY LEASE ONCE SIGNED, OR REDUCE OR SET-OFF AGAINST ANY PAYMENT FOR ANY REASON WHATSOEVER INCLUDING, WITHOUT LIMITATION, FAILURE, LOSS OR DAMAGE OF, OR TO, ANY EQUIPMENT. WE SHALL NOT BE LIABLE TO YOU FOR ANY LOSSES, DAMAGES, OR EXPENSES OF ANY KIND OR NATURE CAUSED, DIRECTLY OR INDIRECTLY, BY ANY EQUIPMENT OR THE USE, INABILITY TO USE, OR MAINTENANCE OF ANY EQUIPMENT, OR THE REPAIR, SERVICE OR ADJUSTMENT THEREOF, OR FOR ANY LOSS OF BUSINESS HOWSOEVER CAUSED. If any Supplier fails to provide any service or fulfill any other obligation to you, you shall not make any claim against us and shall continue to fully perform your obligations to us under each Lease.

11. REPRESENTATIONS, WARRANTIES AND COVENANTS. You hereby represent and warrant to us that, on the date hereof and on the date of execution of each Schedule, and you covenant that: (a) you have the authority to enter into, and perform all of your obligations under, each Lease, and all related documents (together, the "Documents"); (b) you have duly authorized, executed and delivered the Documents; (c) the Documents constitute valid, legal and binding agreements, enforceable in accordance with their terms; (d) no approval or consent is required from any governmental authority or other lender with respect to your entry into or performance of the Documents except such as have already been obtained and disclosed to us; (e) your execution and performance of the Documents will not: (i) violate any judgment, order, law or regulation applicable to you or any provision of your organizational documents or any other financing arrangement to which you are a party; or (ii) result in any breach of, constitute a default under, or result in the creation of any lien or other encumbrance upon any Equipment pursuant to, any agreement or instrument (other than in favor of us) to which you are a party; (f) there are no suits or proceedings pending or threatened in court or before any commission, board or other administrative agency against or affecting you, which may have a material adverse effect on your ability to fulfill your obligations under the Documents; (g) the Equipment is and will remain tangible personal property; (h) your exact legal name is as set forth in the signature block on the first page of this Master Lease; (i) you are and will be at all times validly existing and in good standing under the laws of the State of your organization; (j) you are and will remain duly qualified to do business in each jurisdiction where Equipment is located and wherever necessary to conduct your business; (k) you are and will remain in compliance with all laws, rules and regulations applicable to the operation of your business, the Equipment and/or its use, and at your cost you shall make all modifications and improvements to the Equipment required by law; (l) you and each person who you control or own a controlling interest in, or who owns a controlling interest in or otherwise controls you (collectively, "Representatives") are and will remain in compliance with all laws, rules, regulations and orders concerning sanctions, embargoes, and the prevention and detection of corruption, bribery, money laundering and terrorism; and (m) neither you nor any of your Representatives does or will do business in, or is or will be located in a jurisdiction subject to any territorial or country-based sanctions program or listed on any sanctions-related list of designated persons maintained or enforced by the United States government or any other jurisdiction in which you or your Representatives are located or operate or which has authority over you or your Representatives.

12. DEFAULT. You will be in default under a Lease if: (a) you fail to make any payment under any Lease within 10 days of the due date; (b) you or any guarantor of your obligations under any Document ("Guarantor") breach any other obligation under any Document or guaranty and fail to correct such violation within 10 days following notice; (c) you or a Guarantor becomes insolvent, are liquidated or dissolved, stop doing business or assign your or such Guarantor's rights or property for the benefit of creditors, or a petition is filed by or against you or any Guarantor under any bankruptcy or insolvency law; (d) you or any Guarantor default under any other agreement now existing or hereafter entered into with us or any material agreement with any of our affiliates or any third party lender, lessor, or creditor; (e) any representation made or information provided by you or a Guarantor in connection with any Document or guaranty is or will be false or misleading in any material respect; (f) you, any Guarantor, or any principal owner, member of a board of directors (or similar governing body), or senior officer of you or any Guarantor is convicted of a felony; (g) any Equipment is illegally used; (h) without our prior written consent, you or any Guarantor or any Person that directly or indirectly controls you or any Guarantor (1) experiences a change in control or material change in ownership (whether in one or multiple transactions), (2) transfers substantially all of your or such Guarantor's assets, (3) merges or consolidates with another Person, or (4) experiences a division or divisive merger; (i) if you are a sole proprietorship or a partnership, you, or any partner, as applicable, die or have a guardian appointed; (j) any individual Guarantor dies or has a guardian appointed; (k) you or any Guarantor suffers a material adverse change in your or their financial condition; or (l) you default

under any software license or similar agreement financed by us or subject to our security interest. **Time is of the essence regarding performance of your Lease obligations.**

13. REMEDIES. If you default, we may, in our sole discretion, do one or more of the following: (a) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BENEFIT OF THE BARGAIN AND NOT AS A PENALTY, the Stipulated Loss Value, which amount shall be due upon demand; (b) declare any other agreements between you and us in default; (c) require you to return all of the Equipment at your cost to a place designated by us in the manner described in the applicable Lease; (d) we or our agent may enter the property where the Equipment is located, with or without legal process, and repossess or disable the Equipment and you waive and will not make any claims against us for damages, for trespass or for any other reason, and upon recovery of the Equipment, we will not be held responsible for any losses directly or indirectly arising out of, or by reason of the presence and/or use of, any and all information residing on or within the Equipment; (e) lease or sell the Equipment or any portion thereof, and we may apply the proceeds as may be acceptable to us to the extent permitted by applicable law; (f) charge you interest on all amounts due to us from the due date until date of payment at the rate of 1.5% per month, but in no event more than the lawful maximum rate; (g) charge you for expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs; and (h) cancel or terminate any Lease. These remedies are cumulative and nonexclusive of any other rights and remedies at law or in equity and may be exercised individually or concurrently. No failure or delay by us to exercise any right nor any course of dealing will operate as a waiver of any other right or remedy. To the extent permitted by applicable law, you hereby waive any rights now or hereafter conferred by statute or otherwise that may limit or modify any of our rights or remedies under any Lease, including any rights you may have which require us to sell any Equipment to mitigate damages or provide you with notices of default, intent to accelerate amounts becoming due or acceleration of such amounts.

14. REMOVAL OF DATA. You are solely responsible for removing all data from any digital storage device, hard drive or other electronic medium prior to returning or disposing of any Equipment (and you are solely responsible for selecting an appropriate removal standard that meets your business needs and complies with applicable laws). We shall not be liable for any losses, directly or indirectly arising out of, or by reason of the presence and/or use of any information, images or content retained by or resident in any Equipment returned to us or repossessed by us.

15. ASSIGNMENT. You may not assign, sell, transfer, encumber or dispose of any rights or obligations under the Lease or sub-lease the Equipment. Notwithstanding the foregoing or any other terms herein to the contrary, if the Equipment includes any power golf carts, You may rent such cart(s) on a daily or per-round basis to Your patrons at the Equipment Location listed on the applicable Schedule, provided that you shall collect from such patrons all sales and use taxes due in connection with such rentals and remit such taxes to the appropriate taxing authorities, and you shall continue performing all your obligations under the applicable Lease. We may, without notifying you, sell, assign or encumber any or all of our interest in any Lease and/or our interest in any Equipment. If we sell, assign or encumber a Lease, the buyer, assignee or secured party will have all of our rights under the Lease, but none of our obligations, unless expressly assumed by them. You will pay all Payments under any assigned Lease to the assignee if you receive written instructions from us to do so. You agree not to assert against any buyer, assignee or secured party, any claims, offsets or defenses you may have against us.

16. NOTICES. Notices must be in writing and will be deemed given 5 days after mailing first class or sent by recognized overnight courier to the recipient's address set forth above or at such other address as may be last known to the sender.

17. INFORMATION. We may receive from and disclose to any Person, including, without limiting any affiliate of ours, and any credit reporting agency whether or not related to us, for any purpose, information about your accounts, credit application and credit experience with us and you authorize any Person to release to us or any affiliate of ours on a "need to know" basis, any information related to your accounts, credit experience and account information. This shall be continuing authorization for all present and future disclosures of your account information, credit application and credit experience made by us, or any Person requested to release such information to us.

18. LIMITATIONS ON CHARGES. Any part of any Lease that could, but for this Section, be read under any circumstance to allow for a charge higher than that allowable under any applicable legal limit, is limited and modified by this Section to limit the amounts chargeable under the Lease to the maximum amount allowed under the legal limit. Any amount received by us in excess of that legally allowed will at our sole discretion be applied by us to the payment of amounts legally owed under the Lease or refunded to you.

19. EXECUTION AND TRANSMISSION OF DOCUMENTATION. We may, in our sole discretion, accept a photocopy, electronically transmitted, facsimile, or other reproduction (any a "Counterpart") of this Master Lease and any other Documents as the binding and effective record of such Documents whether or not a manually signed copy hereof or thereof is also received by us. Counterparts may, in our sole discretion, be executed manually or by electronic means by either party. No Document requiring our signature is binding on us until we sign it. When a Counterpart of a Document showing your signature is signed by us (manually or electronically), then the Counterpart bearing our signature, if executed by us manually, or the Counterpart electronically maintained by us, if executed by us electronically, shall constitute the sole original document for all purposes and shall constitute the authoritative record of such Document for the purposes of establishing the provisions of such Document and to the extent that such Document constitutes chattel paper as that term is defined in the UCC, perfection of a security interest by possession or control may only be accomplished by possession or control of such Counterpart. You agree not to raise as a defense to the enforcement of any Document that it was executed by electronic means by either party or transmitted to us by facsimile or other electronic means.

20. SURVIVAL. Your representations, warranties, indemnification obligations, and your obligations to pay or reimburse us for any taxes or any other amounts due by you with respect to a Lease, as such representations, warranties, and obligations are set forth in this Master Lease and any Lease, shall survive the expiration, cancellation or termination of this Master Lease and any Lease.

21. JURY TRIAL WAIVER; APPLICABLE LAW, VENUE. ALL PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF, IN CONNECTION WITH OR RELATING TO ANY EQUIPMENT, THIS MASTER LEASE, ANY LEASE, ANY OTHER DOCUMENT OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY. THIS MASTER LEASE AND EACH OTHER DOCUMENT WILL BE GOVERNED BY THE SUBSTANTIVE LAWS OF THE STATE OF IOWA, AND ANY LEGAL ACTION OR PROCEEDING MAY BE BROUGHT IN THE FEDERAL OR STATE COURTS OF IOWA. YOU AGREE THAT IN NO EVENT SHALL YOU HAVE A REMEDY OF, AND IN NO EVENT SHALL WE BE LIABLE TO YOU FOR, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR PUNITIVE OR EXEMPLARY DAMAGES, AND YOU HEREBY EXPRESSLY WAIVE ANY RIGHT OR CLAIM TO PUNITIVE OR EXEMPLARY DAMAGES.

22. MISCELLANEOUS. If a court finds any provision of the Lease to be unenforceable, all other terms will remain in effect and enforceable. You authorize us to insert or correct missing or incorrect information on the Lease, including your proper legal name, serial numbers and any other information describing the Equipment. You have no right to terminate or prepay any Lease or any Payments. If you so request, and we permit, the early termination or prepayment of a Lease, you agree to pay a fee determined by us for such privilege. YOU HEREBY ACKNOWLEDGE AND CONFIRM THAT YOU HAVE NOT RECEIVED ANY LEGAL, TAX, FINANCIAL OR ACCOUNTING ADVICE FROM US OR ANY SUPPLIER. You shall furnish us with current financial statements, any other financial information and/or information regarding your business and its owners and affiliates as we may reasonably request from time to time. You agree to promptly execute and deliver to us such further documents, and take such further action as we may request, in order to carry out more effectively the intent and purpose of this Master Agreement and any Schedule and/or comply with laws or regulations applicable to us, you, the Equipment and/or the Lease. You acknowledge that we may incur out-of-pocket costs and expenses in connection with the transactions contemplated by each Lease, and accordingly agree upon our request to pay (or reimburse us for) the reasonable costs and expenses related to (a) filing any financing, continuation or termination statements; (b) any title and lien searches with respect to a Lease and the Equipment; (c) documentary stamp taxes relating to a Lease; and (d) procuring your and any Guarantor's certified charter documents and good standing certificates. Restrictive endorsements on checks you send to us will not reduce your obligations to us. We may charge you a return check or non-sufficient funds charge for any check that is returned by the bank for any reason (not to exceed the maximum amount permitted by law). You will notify us in advance of any proposed change in your legal name, your address, your type of legal entity or your state of incorporation or formation. Credit of your payments toward the amounts you owe on your Leases will not occur until final payment has cleared through your bank and may also be delayed if payment is not received at the correct payment address. You shall remit payments in the form of direct debit, wire transfers, or your company's checks. You agree that the fees and other amounts payable by you under this Master Lease and any Lease may include a profit to us. ANY AGREEMENT REACHED BY THE PARTIES ON THE SUBJECT MATTER HEREOF ARE CONTAINED IN THE MASTER LEASE AND THE APPLICABLE SCHEDULE, WHICH INCORPORATE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, EXCEPT AS THE PARTIES MAY LATER AGREE TO MODIFY IN A WRITING SIGNED BY US. ORAL AGREEMENTS OR COMMITMENTS TO MODIFY SUCH DOCUMENTS, OR TO FORBEAR FROM ENFORCING REPAYMENT OF THE SAME, ARE NOT ENFORCEABLE.

Equipment Schedule

FMV Purchase Option Lease

Wells Fargo Equipment Finance, Manufacturer and Dealer Finance
801 Walnut Street | 3rd Floor | Des Moines, IA 50309



Equipment Schedule Number **603-0293978-000** dated as of **April 3, 2024** to
Master Agreement Number **603-0293978** dated as of **April 3, 2024**

Name and Address of Lessee:

CITY OF KINGSVILLE
2522 E Escondido Rd
Kingsville, TX 78363-2849

"Master Agreement" means that certain master agreement between you and us which has been assigned an account number corresponding to the Master Agreement Number referenced above. **"Schedule"** means this Equipment Schedule. **"Lessee"** means the above referenced entity or sole proprietorship and any other entity or sole proprietorship listed as a Lessee in the signature blocks below, and is also referred to as **"you"** and **"your."** Each entity that signs below as Lessee agrees that its liability in connection with this Schedule is joint and several. The terms and conditions of the Master Agreement are incorporated into this Schedule, and together, this Schedule and the Master Agreement as it relates to this Schedule, constitute a lease (**"Lease"**) between us and you for the Equipment described in this Schedule, provided however, that if the Lessor named above is not the lessor named in the Master Agreement, then, for purposes of the Lease evidenced by this Schedule, all references to the **"lessor"**, **"we"** or **"us"** in said Master Agreement shall be deemed to refer to the Lessor named above. **"Payment"** shall mean any **"Payment"** or **"Lease Payment"** as such term is defined in the applicable Master Agreement, and shall be in the amount set forth in Section B herein. Capitalized terms used but not defined herein shall have the meanings given to them in the Master Agreement.

A. EQUIPMENT. Pursuant to the terms of the Lease, we agree to acquire and lease to you the Equipment listed below:

See attached Schedule A.

Equipment Location: 2522 E Escondido Rd, Kingsville, TX 78363-2849

THE PARTIES INTEND THIS LEASE TO BE A "FINANCE LEASE" UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC"). YOU WAIVE ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC.

B. FINANCIAL TERMS

1. Term (No. of Months): 66	6. Purchase Option Price at end of Term (plus taxes): Fair Market Value
2. Payment: \$5,532.79 (plus applicable taxes)*	7. Approval Expiration Date: July 2, 2024
3. Frequency of Payment: Monthly (in Arrears)	
4. Administrative Fee: \$200.00 (will be billed on your first invoice)	
5. Lessee Purchase Order # (for invoicing purposes only):	

*In states assessing upfront sales tax and use tax, if you choose to include such tax amount as part of the Lease, your Payment, starting with the first invoice, will be adjusted to reflect such tax as a component of the total amount funded by us under this Lease. In other states, the applicable sales tax and use tax is charged on a periodic basis, and will be included on your invoice. **If you are exempt from paying sales and use tax you shall provide to us a valid exemption certificate prior to the Commencement Date.**

C. APPROVAL EXPIRATION DATE. If the Commencement Date does not take place on or before the Approval Expiration Date set forth above, we may either terminate the Schedule, in which case you will pay us all amounts we have paid on account of any Equipment, or extend the Approval Expiration Date, provided that in consideration of any such extension, we reserve the right to adjust the lease rate factor and your Payments to maintain our after tax economic yield and cash flow. However, no such modifications will be binding on you unless and until you execute the modified Schedule (or other document containing all such modifications).

D. DEEMED ACCEPTANCE. Notwithstanding anything to the contrary in the Master Agreement, the Equipment will be deemed accepted by you on the date the Equipment is delivered to you, or any later date that we designate, which will be the Commencement Date assuming that you satisfy all other pre-conditions to the Lease, as determined by us. You will have five days following the delivery of the Equipment to notify us in writing that you would like to reject the Equipment. We may require that you verify your acceptance of the Equipment by telephone or an executed certificate of acceptance.

E. PURCHASE OPTION. Provided no default exists hereunder, upon not less than 90 days nor more than 180 days, prior written notice to us, at Lease expiration you will either (1) return all, but not less than all, of the Equipment; or (2) purchase all, but not less than all, of the Equipment AS-IS AND WHERE-IS, WITHOUT ANY RECOURSE TO OR WARRANTY FROM US, EXPRESS OR IMPLIED, for cash equal to the Purchase Option Price, plus applicable sales and use and other taxes.

F. HOLDOVER RENT. If you do not purchase the Equipment at the end of the Term, extend the Term, or fully comply with the Lease return conditions, this Lease WILL CONTINUE ON A MONTH-TO-MONTH BASIS NOTWITHSTANDING ANY EXPIRATION, CANCELLATION OR TERMINATION OF THE TERM OF THIS LEASE and you will pay us the same Payments and other Lease charges as applied during the Term until the Equipment is returned to us or you pay us the applicable purchase price (plus applicable taxes) and the Payments shall be for the leasing of the Equipment and not be applied to the applicable purchase price. We may terminate such continued leasehold interest upon 30 days' notice to you.

G. PROPERTY TAX ADMINISTRATION. UNLESS THE EQUIPMENT IS TITLED, WE WILL FILE ALL PERSONAL PROPERTY TAX RETURNS COVERING THE EQUIPMENT AND WILL PAY THE PERSONAL PROPERTY TAXES LEVIED OR ASSESSED THEREON AND YOU WILL, PROMPTLY UPON DEMAND, PAY TO US, AS SUPPLEMENTAL RENT, AN AMOUNT EQUAL TO THE PROPERTY TAXES PAID BY US. IF THE EQUIPMENT IS TITLED, YOU AGREE TO FILE ALL PERSONAL PROPERTY TAX RETURNS ON THE APPLICABLE EQUIPMENT AND PROMPTLY PAY ALL PROPERTY TAXES WHICH MAY BE ASSESSED AGAINST SUCH EQUIPMENT, AND IF WE REQUEST, PROMPTLY PROVIDE US WITH PROOF OF SUCH PAYMENT. As compensation for our internal and external costs in the administration of taxes related to each unit of Equipment, you agree to pay us a tax administrative fee equal to \$12 per unit of Equipment (not to exceed 10 units of Equipment) per year during the Term, not to exceed the maximum permitted by applicable law.

H. RETURN OF EQUIPMENT. If (1) a default occurs and we terminate the Lease, (2) you do not purchase the Equipment at the end of the Term, (3) you

THIS SCHEDULE INCLUDES THE TERMS ON THE ATTACHED PAGE(S).

THIS SCHEDULE SHALL NOT BE EFFECTIVE UNLESS AND UNTIL EXECUTED BY US.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Schedule to be executed by their duly authorized representatives as of the date first above written.

Lessor: **WELLS FARGO FINANCIAL LEASING, INC.**

Lessee: **CITY OF KINGSVILLE**

Signature of authorized signer

Signature of authorized signer

Print Name and Title

Print Name and Title

do not extend the Term, or (4) the Lease otherwise terminates, at your cost you will promptly (i) place the Equipment in good order and condition (except for ordinary wear and tear from normal use), (ii) cause the Equipment to be disassembled, deinstalled, inspected, tested and crated in accordance with the manufacturer's recommendations and any and all local, state and federal regulatory requirements then in effect, and (iii) immediately return the Equipment, freight and insurance prepaid, at your risk to any location and aboard any carrier we may designate in the continental United States. Any such Equipment will be accompanied by all accessories originally included with the Equipment, qualifies (if applicable) for continued maintenance under a manufacturer's service and maintenance contract, and includes the latest software release provided by the manufacturer or Supplier to you. You will continue to remit Payments until the first day of the month which follows the date the Equipment is received by us in the condition required by this Lease. You will pay us for any loss in value resulting from the failure to maintain the Equipment in accordance with the Lease and any Return Conditions described below or for damages incurred in shipping and handling.

Golf and Turf

In addition to the above provisions, you shall, at your expense, comply with the following return requirements. (a) At least 90 days and no more than 180 days prior to expiration or termination of the Lease: (i) ensure that the Equipment has been maintained, starts under its own power and is operating within manufacturer's specifications; and (ii) cause a manufacturer's representative or other qualified maintenance provider, acceptable to us, to perform a physical inspection and test of all the components and capabilities of the Equipment to ensure the Equipment conforms to the return provisions outlined herein. The results of the testing and appraisal, with necessary reconditioning, documenting that the Equipment meets the return conditions required herein are to be provided to us in a "Return Inspection Report" in form acceptable to us no later than 30 days prior to the return of the Equipment. In addition, if requested, you must make the Equipment available to us or our designee during regular working hours for a walk-around appraisal/inspection. If during such inspection the Equipment is found not to be in compliance with the above or any of the material or workmanship is found to be defective beyond ordinary wear and tear or the Equipment is not operating within manufacturer's specifications, then you shall make all necessary replacements and proper repairs at your expense, utilizing only original manufacturer approved parts and using generally accepted procedures to cause the Equipment to conform to the condition required herein. After corrective measures are completed, you will provide for a follow up inspection of the Equipment by the manufacturer's representative or other qualified maintenance provider as outlined in the preceding clause. (b) (i) **General Condition:** you will maintain the Equipment in a condition and manner suggested by the original manufacturer as required to validate any warranty, normal wear and tear expected. With respect to each unit, all components, covers, guards, parts, accessories and attachments for that item of Equipment must accompany the return properly installed, in good working order and with only minor sheet metal, plastic or cowling damage. No upholstery shall have any cut, tear or burn, there shall be no un-repaired damage to exterior or interior materials (including but not limited to, cabs, lights and other accessories) that exceeds \$250 and all decals, numbers, customer identification, glue and adhesives shall have been removed in a workmanlike manner, and so as to not detract from the overall paint and appearance of the Equipment. Frame and structural members shall be structurally sound, without breaks, bends or cracks. All motors must operate smoothly without overheating, leaking, excessive smoking and with all original components attached (i.e. muffler, starter, etc.). All controls, whether electronic, hydraulic, or manual, must operate per manufacturer's specifications. The electrical system will be in good operating condition with wiring free of cuts, breaks or cracks, and batteries being able to maintain a charge in accordance with the original manufacturer's specifications. No battery shall have any dead cells, cracked case or be inoperative. All units must be able to move through normal speed ranges in both forward and reverse with no slipping or grabbing, steer normally right and left in both forward and reverse gears and able to stop with its service brakes in a safe distance in all directions. All units returned will be cleaned and cosmetically acceptable and have no excessive wear requiring material component repair or replacement resulting from a failure to perform the recommended maintenance per the customer operation/maintenance manual. All rust and corrosion must be properly removed and/or treated. All material (i.e., dirt, refuse, asphalt, gravel, etc.) must be properly removed from the Equipment and disposed of in accordance with all applicable federal, state and local laws and regulations. All safety equipment must be in proper working order. All internal fluids such as lube oil and hydraulic fluids are to be filled at operating levels and all filler caps are to be secured. All oil and grease seals must contain the lubrication within the manufacturer's designed reservoir and fluid lines will be free of any leaks, cuts and cracks. (ii) **Tires/Wheels/Tracks:** All tires shall be matched by type and tread design as when originally delivered, free of any cracks, cuts, rips or patches and must be serviceable, with at least 50% remaining tread, and able to retain proper air pressure. (iii) **Hydraulics:** all hydraulic pumps, cylinders and hoses must be functional and not be bent, nicked, gouged or leaking. All cutting units lower, turn on, run, raise and shut off as they are designed to do with all blades having at least 50% remaining life. (iv) **Battery Powered Golf Carts:** With respect to Equipment powered by lithium-ion batteries, at least 6 months but not more than 12 months prior to return of the Equipment, you will at your expense, provide a full performance report direct from the Battery Management System to determine if the batteries are eligible for warranty repair or replacement (i.e. that they maintain sufficient storage, output, etc.), and if so qualified, have the repair or replacement completed prior to return of the Equipment; further (1) each lithium-ion battery powered golf cart must be returned with batteries which are capable of sustaining a charge that will permit use of such Equipment for at least an 18 hole round, (2) batteries and chargers must be able to perform at 75% of rated capacity, and (3) all manufacturer warranties relating to the batteries must be fully transferable. (c) Each unit shall meet and conform to all applicable federal, state, and local health and safety laws and requirements, and, if applicable, have appropriate ANSI inspection certificates, permits and other certification necessary to operate the Equipment. Without limiting the foregoing, you shall maintain and provide to us written records of preventative maintenance and repairs, indicating date, and (hobbs) hour meter readings to show when such maintenance or repair work was performed. (d) YOU SHALL BE RESPONSIBLE TO RETURN THE EQUIPMENT FREE FROM CONTAMINATION OF ANY HAZARDOUS SUBSTANCE AND SHALL BE SOLELY RESPONSIBLE FOR ANY EXPENSES AND COSTS ASSOCIATED WITH THE CLEAN-UP THEREOF. FOR PURPOSES OF THIS LEASE, THE TERM "HAZARDOUS SUBSTANCE" SHALL MEAN AND INCLUDE ANY HAZARDOUS SUBSTANCE, HAZARDOUS WASTE, CONTAMINANT, TOXIC SUBSTANCE, AND/OR DANGEROUS GOODS WHICH IS/ARE REGULATED UNDER ANY ENVIRONMENTAL, HEALTH AND/OR SAFETY LAW, REGULATION, GUIDELINE, POLICY AND/OR BY-LAW, OR WHICH MAY FORM THE BASIS OF LIABILITY UNDER ANY SUCH LAW, REGULATION, GUIDELINE, POLICY AND/OR BY-LAW OR COMMON OR CIVIL LAW AND SHALL INCLUDE, WITHOUT LIMITATION, ASBESTOS, POLYCHLORINATED BIPHENYLS, UREA FORMALDEHYDE, AND/OR FLAMMABLE, EXPLOSIVE AND RADIOACTIVE SUBSTANCES.

I. TAX BENEFIT AND TAX INDEMNIFICATION. You agree that this Lease has been entered into on the assumption that we will be entitled to certain tax benefits available to the owner of the Equipment. You agree to indemnify us for the loss of any income tax benefits caused by your acts or omissions inconsistent with such assumption or the Lease. This indemnity continues beyond the expiration or other cancellation or termination of this Lease.

ALL TERMS AND CONDITIONS ON THIS SCHEDULE ARE BINDING UPON THE PARTIES HERETO. To the extent of any conflict or inconsistency between this Schedule and the Master Agreement, this Schedule will prevail, but only with respect to the Lease created hereunder. This Schedule is not binding or effective with respect to the Master Agreement or Equipment until executed on behalf of us and you by authorized representatives.

Equipment Schedule A



Wells Fargo Equipment Finance, Manufacturer and Dealer Finance
801 Walnut Street | 3rd Floor | Des Moines, IA 50309

Contract Number **603-0293978-000** dated as of **April 3, 2024** (the "Agreement")

Qty	Make	Model	Year	Equipment Type	Serial/VIN Number
45	E-Z-GO	RXV Elite	2024	New Lithium Car	

State and Local Government Addendum

WELLS
FARGO

Wells Fargo Equipment Finance, Manufacturer and Dealer Finance
801 Walnut Street | 3rd Floor | Des Moines, IA 50309

Agreement Number **603-0293978-000** dated as of **April 3, 2024**

Name and Address of Customer:

CITY OF KINGSVILLE
2522 E Escondido Rd
Kingsville, TX 78363-2849

This Addendum (this "Addendum") between the above-referenced customer ("Customer") and WELLS FARGO FINANCIAL LEASING, INC. ("Company") is made and entered into as of the date of the financing arrangement corresponding to the account number set forth above (the "Agreement").

- 1. INCORPORATION AND EFFECT.** This Addendum is hereby made a part of, and incorporated into, the Agreement as though fully set forth therein. As modified or supplemented by the terms set forth herein, the provisions of the Agreement shall remain in full force and effect, provided that, in the event of a conflict between any provision of this Addendum and any provision of the Agreement, the provision of this Addendum shall control.
- 2. GOVERNMENTAL PROVISIONS.** Customer hereby represents, warrants and covenants to Company that: (a) Customer intends, subject only to the provisions of this Addendum, to remit to Company all sums due and to become due under the Agreement for the full term; (b) Customer's governing body has appropriated sufficient funds to pay all payments and other amounts due during Customer's current fiscal period; and (c) Customer reasonably believes that legally available funds in an amount sufficient to make all payments for the full term of the Agreement can be obtained. If Customer's governing body fails to appropriate sufficient funds to pay all payments and other amounts due and to become due under the Agreement in Customer's next fiscal period ("Non-Appropriation"), then (i) Customer shall promptly notify Company of such Non-Appropriation, (ii) the Agreement will terminate as of the last day of the fiscal period for which appropriations were received, and (iii) Customer shall return the Equipment to Company pursuant to the terms of the Agreement. Customer's obligations under the Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements concerning Customer's creation of indebtedness or require voter approval, nor shall anything contained herein constitute a pledge of Customer's general tax revenues, funds or monies. Customer further represents, warrants and covenants to Company that: (a) Customer has the power and authority under applicable law to enter into the Agreement and this Addendum and the transactions contemplated hereby and thereby and to perform all of its obligations hereunder and thereunder, (b) Customer has duly authorized the execution and delivery of the Agreement and this Addendum by appropriate official action of its governing body and has obtained such other authorizations, consents and/or approvals as are necessary to consummate the Agreement and this Addendum, (c) all legal and other requirements have been met, and procedures have occurred, to render the Agreement and this Addendum enforceable against Customer in accordance with their respective terms, and (d) Customer has complied with all public bidding requirements applicable to the Agreement and this Addendum and the transactions contemplated hereby and thereby.
- 3. LIMITATIONS.** The parties intend that the collection of any damages, the exercise of any remedy, the enforceability of any indemnity, and any requirements of Customer relative to Non-Appropriation set forth in the Agreement or in this Addendum are subject to any limitations imposed by applicable law. To the extent Company's remedies for a Customer default under the Agreement include any right to accelerate amounts to become due under the Agreement, such acceleration shall be limited to amounts to become due during Customer's then current fiscal period.
- 4. CHOICE OF GOVERNING LAW.** Notwithstanding anything in the Agreement to the contrary, the Agreement and this Addendum shall be governed by, construed and enforced in accordance with the laws of the state in which Customer is located and the parties agree to the non-exclusive jurisdiction and venue of the state and federal courts in such state.
- 5. TERMINATION.** The following paragraph is applicable for political subdivisions (counties, municipalities, and school districts) in the State of Texas. Notwithstanding any provision of the Agreement to the contrary, Customer's obligation to pay all amounts due under the Agreement, including but not limited to periodic rent payments, is subject to the terms of this Section. The Agreement shall be in effect for a Term consisting of an "Original Term", which commences on the date of Customer's acceptance of the Equipment and continues until the end of the fiscal year in which such commencement date occurs, and subsequent one-year "Additional Terms", each of which shall commence at the end of the Original Term or the preceding Additional Term (as applicable), and continue until the end of such fiscal year, except for the final Additional Term which shall terminate at the end of the last scheduled payment period under the Agreement. The terms and conditions of the Agreement in effect for the Original Term shall be the same as those in effect for each Additional Term and payments shall be due and payable during each such Additional Term as set forth in the Agreement. The word "Term" as used in the Agreement and this Addendum means the Original Term and all Additional Terms during which the Agreement is in effect. Not less than 30 days before the end of the Original Term or any Additional Term, Customer may give written notice to Company of Customer's intention to discontinue the Agreement, and in such event the Agreement shall terminate and expire at the end of the Original Term or Additional Term then in effect on the date of Customer's notice of discontinuation. The Agreement shall otherwise be automatically renewed for the ensuing Additional Term until the termination of the final Additional Term unless Customer gives written notice as described above.

Upon the occurrence of such termination, Customer shall not be obligated for payment of any periodic rent payment and any other amounts due under the Agreement for any subsequent fiscal period and Customer shall return the Equipment in accordance with the Equipment return provisions of the Agreement.

- 6. CERTAIN COMPANY REPRESENTATIONS AND WARRANTIES.** Company hereby represents and warrants to Customer that (a) neither Company nor any wholly- or majority-owned subsidiary, parent company, or affiliate of Company is an entity listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code (the "Texas Code") as noted on a list made available through the following link: <https://comptroller.texas.gov/purchasing/publications/divestment.php>; and (b) Company and each of its wholly- and majority-owned subsidiaries, parent company, and affiliates (i) do not and will not "boycott Israel" during the term of the Agreement as required by Section 2270.002 of the Texas Code and as such term is defined in Section 808.001 of the Texas Code; (ii) do not and will not "boycott energy companies" during the term of the Agreement as required by Section 2274 (as added by Senate Bill 13 in the 87th Texas Legislative Session) of the Texas Code, as amended, as such term is defined in Section 809.001 of the Texas Code; and (iii) do not have a practice, policy, guidance, or directive that "discriminates against a firearm entity or firearm trade association" and will not discriminate during the term of the Agreement against a firearm entity or firearm trade association as required by Section 2274 (as added by Senate Bill 19 in the 87th Texas Legislative Session) of the Texas Code, as amended, and as such term is defined in Section 2274.001(3) of the Texas Code.

- 7. MISCELLANEOUS.** This Addendum, together with the provisions of the Agreement not expressly inconsistent herewith, constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and

IN WITNESS WHEREOF, Customer and Company have caused this Addendum to be executed by their duly authorized representatives as of the date first above written.

Company: **WELLS FARGO FINANCIAL LEASING, INC.**

Customer: **CITY OF KINGSVILLE**

Signature of authorized signer

Signature of authorized signer

Print Name and Title

Print Name and Title

commitments regarding such matters. Company may in its sole discretion, accept a photocopy, electronically transmitted, facsimile or other reproduction of this Addendum as the binding and effective record of this Addendum whether or not an ink signed copy hereof is also received by Company from Customer.

Insurance Form

WELLS
FARGO

Wells Fargo Equipment Finance, Manufacturer and Dealer Finance
801 Walnut Street | 3rd Floor | Des Moines, IA 50309

Account Number **603-0293978-000** dated as of **April 3, 2024**

Name and Address of Customer:

CITY OF KINGSVILLE
2522 E Escondido Rd
Kingsville, TX 78363-2849

THIS FORM MUST BE COMPLETED BY THE CUSTOMER

DIRECTIONS: PLEASE COMPLETE THE FOLLOWING AND RETURN WITH YOUR SIGNED TRANSACTION DOCUMENTS. Send a completed copy of this form to your Insurance Provider.

1. PROPERTY INSURANCE CARRIER INFORMATION.

Name of Insurance Agency:	Name of Agent:
Mailing Address of Agency:	Phone Number of Agency:
Email Address of Agency:	Policy Number:

2. LIABILITY INSURANCE CARRIER INFORMATION.

Name of Insurance Agency:	Name of Agent:
Mailing Address of Agency:	Phone Number of Agency:
Email Address of Agency:	Policy Number:

IMPORTANT: Under the terms and conditions of your transaction, you are required to carry adequate insurance coverage on the leased/financed equipment. Make sure that your agent understands that you are financing or leasing the equipment and that your policy conforms with the following:

- Property or physical damage coverage for the replacement value of the equipment.
WELLS FARGO FINANCIAL LEASING, INC., its successors and assigns, must be named as Loss Payee. Maximum Deductible: \$25,000.00
- General Liability Coverage: Amounts of \$1,000,000.00 per Individual Occurrence/Combined Single Liability Limit for Property Damage and Bodily Injury.
WELLS FARGO FINANCIAL LEASING, INC., its successors and assigns, to be listed as additional insured. "Claims-Made Policies" are NOT acceptable.
- Insurance coverage to be applicable to all Equipment leased or financed by **WELLS FARGO FINANCIAL LEASING, INC.** and all accessories, accessions, replacements, additions, substitutions, add-ons and upgrades thereto, and any proceeds therefrom.

Remit via email to:

WFEFMDFGolfandTurf@wellsfargo.com

Remit via fax to:

Wells Fargo Financial Leasing, Inc., Attn: Golf and Turf Division
Fax: 866-336-8375

Please send an ACORD FORM 25, an ACORD FORM 27 or ACORD FORM 28 (as applicable) evidencing adequate insurance coverage to:

WELLS FARGO FINANCIAL LEASING, INC.
Attention: Insurance Department
PO Box 35702
Billings, MT 59107

By completing and returning this form to WELLS FARGO FINANCIAL LEASING, INC. ("Lessor/Lender"), you authorize Lessor/Lender to contact the insurance agencies identified above and further authorize the agencies to issue insurance certificates complying with the above requirements to Lessor/Lender.

Required Information Form

WELLS
FARGO

Wells Fargo Equipment Finance, Manufacturer and Dealer Finance
801 Walnut Street | 3rd Floor | Des Moines, IA 50309

Account Number **603-0293978-000** dated as of **April 3, 2024**

DIRECTIONS: Complete the following information and return it with your signed documents. Please be sure to fill in all items; mark "N/A" as appropriate.

Customer Name: CITY OF KINGSVILLE

Federal Tax ID Number: (REQUIRED – we must have prior to processing your transaction): _____

Purchase Order Number (if required on invoice): _____ **Expiration Date:** _____

Billing Address: 2522 E Escondido Rd, Kingsville, TX 78363-2849

Accounts Payable Contact (Required): _____

Email Address: _____ **Phone Number (Required):** _____

The Billing Address stated above is correct.

OR

Change the Billing Address to:

Street _____ City _____

State: _____ Zip Code: _____

Equipment Contact (to verify Equipment delivery and acceptance): _____

Email Address: _____ **Phone Number (Required):** _____

Equipment Location: 2522 E Escondido Rd, Kingsville, TX 78363-2849

The Equipment Location stated above is correct. Indicate County the equipment is located in: _____

OR

Change the Equipment Location to:

Street _____ City _____

State _____ Zip Code _____ County _____

(If multiple locations, attach a list of equipment/VINs by City, State and County indicating where each piece of equipment or vehicle is located)

Tax Status: Sales/Use Tax (check one)

If you are tax exempt, we must have a copy of your exemption certificate prior to funding. Please forward a copy along with the return of the signed lease documents. If you are exempt and an exemption is not received, we are required to pay any required upfront sales tax (and you will reimburse us) or include tax on your monthly lease payment. Please indicate your tax status below:

Subject to Sales and Use Tax (Tax will be based on the state where the equipment is located.)

OR

Exempt from Sales and Use Tax for the following reason: _____ (Certificate must be provided.)

*****If you are exempt from sales and use tax, you MUST provide an exemption certificate or you will automatically be charged sales and use tax.*****

To ensure timely processing of each payment invoice PLEASE MAKE YOUR PURCHASE ORDERS OUT TO WELLS FARGO FINANCIAL LEASING, INC.

Your invoice will be mailed approximately 30 days in advance of your payment due date.

Notice: To help the government fight the funding of terrorism and the money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: When you open an account or add any additional service, we will ask you for your name, address and taxpayer identification number that will allow us to identify you. We may also ask to see other identifying documents.

Online Account Management



Wells Fargo Equipment Finance, Manufacturer and Dealer Finance
801 Walnut Street | 3rd Floor | Des Moines, IA 50309

The MyAccounts website offers comprehensive services that help your business build and maintain a successful company. Enjoy the benefits of electronic billing, 24/7 on-demand access to customer account information, electronic payment options, and more.

Highlights:

- View current and historical invoices throughout the life of the transaction
- Submit or schedule online payments and set up recurring payments
- Sign up for paperless invoicing
- View payment histories and invoice summaries
- Register for payment application notifications
- View and modify equipment details
- Request a W9 or billing address changes
- Create reports relevant to your business
- Ask questions and chat directly with the Customer Care team

How to register:

To register for MyAccounts, follow these quick steps:

1. Visit [MyAccounts Website \(https://www.myaccounts.sec.wellsfargo.com/\)](https://www.myaccounts.sec.wellsfargo.com/) and click on "Register Now".
2. You'll need an existing user's email address, your contract number and invoice number/serial number/vehicle identification number, found on your invoice. If you don't have access to an existing user's email address, please contact customer care at the number listed at the bottom of the page.
3. Follow the prompts to include your contact information and select a User ID.
4. A validation code will be sent to you. Input the validation code into the prompt.
5. Lastly, you will select a password. Once your password has been selected, you can continue to the home page.

Existing customers can call the number below to complete pre-registration by phone.

Talk with us today to learn more.

866-497-6661

[MyAccounts Website \(https://www.myaccounts.sec.wellsfargo.com/\)](https://www.myaccounts.sec.wellsfargo.com/)

Wells Fargo Equipment Finance, Manufacturer and Dealer Finance
801 Walnut Street | 3rd Floor | Des Moines, IA 50309

Name and Address of Customer:

CITY OF KINGSVILLE
2522 E Escondido Rd
Kingsville, TX 78363-2849

Thank you for doing business with **WELLS FARGO FINANCIAL LEASING, INC.** This cover letter is your guide to completing your transaction as quickly as possible.

Checklist

All documents listed below are required for this transaction:

- Equipment Schedule – Lease
- State and Local Government Addendum
- Insurance Form
- Required Information Form
- MyAccounts Form

The following items are required for your transaction to be completed:

- Signature from an authorized signer– see Signature Guide below for requirements
- Printed name of the signer
- Title of the signer – see Signature Guide below for requirements
- Federal tax ID of the lessee/borrower – specified on the attached documents
- Return the signed documents as outlined below
- Supplier Invoice
- Tax Exempt Certificate, if applicable

Please return all pages. Failure to return all pages will cause a delay in processing.

Signature Guide

The documents must be signed by an authorized officer or the owner if the customer is a Sole Proprietorship, with printed Name and Title completed as well.

Guaranty, Lease or Loan agreement authorized signer guidelines

If the business is a:

- Proprietorship
- General Partnership
- Limited Partnership
- Limited Liability Company (LLC)
- Trust
- Corporation or Non-Profit Corporation
 - And deal is <\$500K
 - And deal is >=\$500K

This person must sign:

- Owner/Proprietor
- Partner
- General Partner
- Manager, Member or Authorized Signer
- Trustee
- Authorized Corporate Officer, Purchasing Manager, Director, Controller, Finance Manager
- Authorized Corporate Officer

Return Instructions

If you received an e-mail from DocuSign to sign documents electronically, once you complete the DocuSign process and click "confirm signing", your signed documents will be returned to us electronically. Please use fax or e-mail to return any checklist items not completed and transmitted via DocuSign. If you did not receive an e-mail from DocuSign to sign documents electronically, please return your signed documents and other checklist items via fax or e-mail. If your documents include a master agreement and/or guaranty documents, or if the total amount financed is greater than \$500,000, then overnight the signed documents to the address below.

Email: WFEFMDFGolfandTurf@wellsfargo.com **Fax:** 866-336-8375

Overnight:

WELLS FARGO FINANCIAL LEASING, INC.
801 Walnut Street, 3rd Floor
Des Moines, IA 50309
MAC F0006-030

Equipment Schedule

FMV Purchase Option Lease

Wells Fargo Equipment Finance, Manufacturer and Dealer Finance
801 Walnut Street | 3rd Floor | Des Moines, IA 50309

WELLS
FARGO

Equipment Schedule Number **603-0293978-001** dated as of **April 3, 2024** to
Master Agreement Number **603-0293978** dated as of **April 3, 2024**

Name and Address of Lessee:

CITY OF KINGSVILLE
2522 E Escondido Rd
Kingsville, TX 78363-2849

"**Master Agreement**" means that certain master agreement between you and us which has been assigned an account number corresponding to the Master Agreement Number referenced above. "**Schedule**" means this Equipment Schedule. "**Lessee**" means the above referenced entity or sole proprietorship and any other entity or sole proprietorship listed as a Lessee in the signature blocks below, and is also referred to as "**you**" and "**your**." Each entity that signs below as Lessee agrees that its liability in connection with this Schedule is joint and several. The terms and conditions of the Master Agreement are incorporated into this Schedule, and together, this Schedule and the Master Agreement as it relates to this Schedule, constitute a lease ("**Lease**") between you and you for the Equipment described in this Schedule, provided however, that if the Lessor named above is not the lessor named in the Master Agreement, then, for purposes of the Lease evidenced by this Schedule, all references to the "**lessor**", "**we**" or "**us**" in said Master Agreement shall be deemed to refer to the Lessor named above. "**Payment**" shall mean any "**Payment**" or "**Lease Payment**" as such term is defined in the applicable Master Agreement, and shall be in the amount set forth in Section B herein. Capitalized terms used but not defined herein shall have the meanings given to them in the Master Agreement.

A. EQUIPMENT. Pursuant to the terms of the Lease, we agree to acquire and lease to you the Equipment listed below:

Qty	Make	Model	Year	Equipment Type	Serial/VIN Number
1	Cushman	Hauler 1200 X	2024	New Gas Utility Vehicle	

Equipment Location: 2522 E Escondido Rd, Kingsville, TX 78363-2849

THE PARTIES INTEND THIS LEASE TO BE A "FINANCE LEASE" UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC"). YOU WAIVE ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC.

B. FINANCIAL TERMS

1. Term (No. of Months): 54 2. Payment: \$256.73 (plus applicable taxes)* 3. Frequency of Payment: Monthly (in Arrears) 4. Administrative Fee: \$50.00 (will be billed on your first invoice) 5. Lessee Purchase Order # (for invoicing purposes only):	6. Purchase Option Price at end of Term (plus taxes): Fair Market Value 7. Approval Expiration Date: July 2, 2024
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*In states assessing upfront sales tax and use tax, if you choose to include such tax amount as part of the Lease, your Payment, starting with the first invoice, will be adjusted to reflect such tax as a component of the total amount funded by us under this Lease. In other states, the applicable sales tax and use tax is charged on a periodic basis, and will be included on your invoice. **If you are exempt from paying sales and use tax you shall provide to us a valid exemption certificate prior to the Commencement Date.**

C. APPROVAL EXPIRATION DATE. If the Commencement Date does not take place on or before the Approval Expiration Date set forth above, we may either terminate the Schedule, in which case you will pay us all amounts we have paid on account of any Equipment, or extend the Approval Expiration Date, provided that in consideration of any such extension, we reserve the right to adjust the lease rate factor and your Payments to maintain our after tax economic yield and cash flow. However, no such modifications will be binding on you unless and until you execute the modified Schedule (or other document containing all such modifications).

D. DEEMED ACCEPTANCE. Notwithstanding anything to the contrary in the Master Agreement, the Equipment will be deemed accepted by you on the date the Equipment is delivered to you, or any later date that we designate, which will be the Commencement Date assuming that you satisfy all other pre-conditions to the Lease, as determined by us. You will have five days following the delivery of the Equipment to notify us in writing that you would like to reject the Equipment. We may require that you verify your acceptance of the Equipment by telephone or an executed certificate of acceptance.

E. PURCHASE OPTION. Provided no default exists hereunder, upon not less than 90 days nor more than 180 days, prior written notice to us, at Lease expiration you will either (1) return all, but not less than all, of the Equipment; or (2) purchase all, but not less than all, of the Equipment AS-IS AND WHERE-IS, WITHOUT ANY RECOURSE TO OR WARRANTY FROM US, EXPRESS OR IMPLIED, for cash equal to the Purchase Option Price, plus applicable sales and use and other taxes.

F. HOLDOVER RENT. If you do not purchase the Equipment at the end of the Term, extend the Term, or fully comply with the Lease return conditions, this Lease WILL CONTINUE ON A MONTH-TO-MONTH BASIS NOTWITHSTANDING ANY EXPIRATION, CANCELLATION OR TERMINATION OF THE TERM OF THIS LEASE and you will pay us the same Payments and other Lease charges as applied during the Term until the Equipment is returned to us or you pay us the applicable purchase price (plus applicable taxes) and the Payments shall be for the leasing of the Equipment and not be applied to the applicable purchase price. We may terminate such continued leasehold interest upon 30 days' notice to you.

G. PROPERTY TAX ADMINISTRATION. UNLESS THE EQUIPMENT IS TITLED, WE WILL FILE ALL PERSONAL PROPERTY TAX RETURNS COVERING THE EQUIPMENT AND WILL PAY THE PERSONAL PROPERTY TAXES LEVIED OR ASSESSED THEREON AND YOU WILL, PROMPTLY UPON DEMAND, PAY TO US, AS SUPPLEMENTAL RENT, AN AMOUNT EQUAL TO THE PROPERTY TAXES PAID BY US. IF THE EQUIPMENT IS TITLED, YOU AGREE TO FILE ALL PERSONAL PROPERTY TAX RETURNS ON THE APPLICABLE EQUIPMENT AND PROMPTLY PAY ALL PROPERTY TAXES WHICH MAY BE ASSESSED AGAINST SUCH EQUIPMENT, AND IF WE REQUEST, PROMPTLY PROVIDE US WITH PROOF OF SUCH PAYMENT. As compensation for our internal and external costs in the administration of taxes related to each unit of Equipment, you agree to pay us a tax administrative fee equal to \$12 per unit of Equipment (not to exceed 10

THIS SCHEDULE INCLUDES THE TERMS ON THE ATTACHED PAGE(S).

THIS SCHEDULE SHALL NOT BE EFFECTIVE UNLESS AND UNTIL EXECUTED BY US.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Schedule to be executed by their duly authorized representatives as of the date first above written.

Lessor: **WELLS FARGO FINANCIAL LEASING, INC.**

Lessee: **CITY OF KINGSVILLE**

Signature of authorized signer

Signature of authorized signer

Print Name and Title

Print Name and Title

units of Equipment) per year during the Term, not to exceed the maximum permitted by applicable law.

H. RETURN OF EQUIPMENT. If (1) a default occurs and we terminate the Lease, (2) you do not purchase the Equipment at the end of the Term, (3) you do not extend the Term, or (4) the Lease otherwise terminates, at your cost you will promptly (i) place the Equipment in good order and condition (except for ordinary wear and tear from normal use), (ii) cause the Equipment to be disassembled, deinstalled, inspected, tested and crated in accordance with the manufacturer's recommendations and any and all local, state and federal regulatory requirements then in effect, and (iii) immediately return the Equipment, freight and insurance prepaid, at your risk to any location and aboard any carrier we may designate in the continental United States. Any such Equipment will be accompanied by all accessories originally included with the Equipment, qualifies (if applicable) for continued maintenance under a manufacturer's service and maintenance contract, and includes the latest software release provided by the manufacturer or Supplier to you. You will continue to remit Payments until the first day of the month which follows the date the Equipment is received by us in the condition required by this Lease. You will pay us for any loss in value resulting from the failure to maintain the Equipment in accordance with the Lease and any Return Conditions described below or for damages incurred in shipping and handling.

Golf and Turf

In addition to the above provisions, you shall, at your expense, comply with the following return requirements. (a) At least 90 days and no more than 180 days prior to expiration or termination of the Lease: (i) ensure that the Equipment has been maintained, starts under its own power and is operating within manufacturer's specifications; and (ii) cause a manufacturer's representative or other qualified maintenance provider, acceptable to us, to perform a physical inspection and test of all the components and capabilities of the Equipment to ensure the Equipment conforms to the return provisions outlined herein. The results of the testing and appraisal, with necessary reconditioning, documenting that the Equipment meets the return conditions required herein are to be provided to us in a "Return Inspection Report" in form acceptable to us no later than 30 days prior to the return of the Equipment. In addition, if requested, you must make the Equipment available to us or our designee during regular working hours for a walk-around appraisal/inspection. If during such inspection the Equipment is found not to be in compliance with the above or any of the material or workmanship is found to be defective beyond ordinary wear and tear or the Equipment is not operating within manufacturer's specifications, then you shall make all necessary replacements and proper repairs at your expense, utilizing only original manufacturer approved parts and using generally accepted procedures to cause the Equipment to conform to the condition required herein. After corrective measures are completed, you will provide for a follow up inspection of the Equipment by the manufacturer's representative or other qualified maintenance provider as outlined in the preceding clause. (b) (i) **General Condition:** you will maintain the Equipment in a condition and manner suggested by the original manufacturer as required to validate any warranty, normal wear and tear expected. With respect to each unit, all components, covers, guards, parts, accessories and attachments for that item of Equipment must accompany the return properly installed, in good working order and with only minor sheet metal, plastic or cowling damage. No upholstery shall have any cut, tear or burn, there shall be no un-repaired damage to exterior or interior materials (including but not limited to, cabs, lights and other accessories) that exceeds \$250 and all decals, numbers, customer identification, glue and adhesives shall have been removed in a workmanlike manner, and so as to not detract from the overall paint and appearance of the Equipment. Frame and structural members shall be structurally sound, without breaks, bends or cracks. All motors must operate smoothly without overheating, leaking, excessive smoking and with all original components attached (i.e. muffler, starter, etc.). All controls, whether electronic, hydraulic, or manual, must operate per manufacturer's specifications. The electrical system will be in good operating condition with wiring free of cuts, breaks or cracks, and batteries being able to maintain a charge in accordance with the original manufacturer's specifications. No battery shall have any dead cells, cracked case or be inoperative. All units must be able to move through normal speed ranges in both forward and reverse with no slipping or grabbing, steer normally right and left in both forward and reverse gears and able to stop with its service brakes in a safe distance in all directions. All units returned will be cleaned and cosmetically acceptable and have no excessive wear requiring material component repair or replacement resulting from a failure to perform the recommended maintenance per the customer operation/maintenance manual. All rust and corrosion must be properly removed and/or treated. All material (i.e., dirt, refuse, asphalt, gravel, etc.) must be properly removed from the Equipment and disposed of in accordance with all applicable federal, state and local laws and regulations. All safety equipment must be in proper working order. All internal fluids such as lube oil and hydraulic fluids are to be filled at operating levels and all filler caps are to be secured. All oil and grease seals must contain the lubrication within the manufacturer's designed reservoir and fluid lines will be free of any leaks, cuts and cracks. (ii) **Tires/Wheels/Tracks:** All tires shall be matched by type and tread design as when originally delivered, free of any cracks, cuts, rips or patches and must be serviceable, with at least 50% remaining tread, and able to retain proper air pressure. (iii) **Hydraulics:** all hydraulic pumps, cylinders and hoses must be functional and not be bent, nicked, gouged or leaking. All cutting units lower, turn on, run, raise and shut off as they are designed to do with all blades having at least 50% remaining life. (iv) **Battery Powered Golf Carts:** With respect to Equipment powered by lithium-ion batteries, at least 6 months but not more than 12 months prior to return of the Equipment, you will at your expense, provide a full performance report direct from the Battery Management System to determine if the batteries are eligible for warranty repair or replacement (i.e. that they maintain sufficient storage, output, etc.), and if so qualified, have the repair or replacement completed prior to return of the Equipment; further (1) each lithium-ion battery powered golf cart must be returned with batteries which are capable of sustaining a charge that will permit use of such Equipment for at least an 18 hole round, (2) batteries and chargers must be able to perform at 75% of rated capacity, and (3) all manufacturer warranties relating to the batteries must be fully transferable. (c) Each unit shall meet and conform to all applicable federal, state, and local health and safety laws and requirements, and, if applicable, have appropriate ANSI inspection certificates, permits and other certification necessary to operate the Equipment. Without limiting the foregoing, you shall maintain and provide to us written records of preventative maintenance and repairs, indicating date, and (hobbs) hour meter readings to show when such maintenance or repair work was performed. (d) YOU SHALL BE RESPONSIBLE TO RETURN THE EQUIPMENT FREE FROM CONTAMINATION OF ANY HAZARDOUS SUBSTANCE AND SHALL BE SOLELY RESPONSIBLE FOR ANY EXPENSES AND COSTS ASSOCIATED WITH THE CLEAN-UP THEREOF. FOR PURPOSES OF THIS LEASE, THE TERM "HAZARDOUS SUBSTANCE" SHALL MEAN AND INCLUDE ANY HAZARDOUS SUBSTANCE, HAZARDOUS WASTE, CONTAMINANT, TOXIC SUBSTANCE, AND/OR DANGEROUS GOODS WHICH IS/ARE REGULATED UNDER ANY ENVIRONMENTAL, HEALTH AND/OR SAFETY LAW, REGULATION, GUIDELINE, POLICY AND/OR BY-LAW, OR WHICH MAY FORM THE BASIS OF LIABILITY UNDER ANY SUCH LAW, REGULATION, GUIDELINE, POLICY AND/OR BY-LAW OR COMMON OR CIVIL LAW AND SHALL INCLUDE, WITHOUT LIMITATION, ASBESTOS, POLYCHLORINATED BIPHENYLS, UREA FORMALDEHYDE, AND/OR FLAMMABLE, EXPLOSIVE AND RADIOACTIVE SUBSTANCES.

I. TAX BENEFIT AND TAX INDEMNIFICATION. You agree that this Lease has been entered into on the assumption that we will be entitled to certain tax benefits available to the owner of the Equipment. You agree to indemnify us for the loss of any income tax benefits caused by your acts or omissions inconsistent with such assumption or the Lease. This indemnity continues beyond the expiration or other cancellation or termination of this Lease.

ALL TERMS AND CONDITIONS ON THIS SCHEDULE ARE BINDING UPON THE PARTIES HERETO. To the extent of any conflict or inconsistency between this Schedule and the Master Agreement, this Schedule will prevail, but only with respect to the Lease created hereunder. This Schedule is not binding or effective with respect to the Master Agreement or Equipment until executed on behalf of us and you by authorized representatives.

State and Local Government Addendum



Wells Fargo Equipment Finance, Manufacturer and Dealer Finance
801 Walnut Street | 3rd Floor | Des Moines, IA 50309

Agreement Number **603-0293978-001** dated as of **April 3, 2024**

Name and Address of Customer:

CITY OF KINGSVILLE
2522 E Escondido Rd
Kingsville, TX 78363-2849

This Addendum (this "Addendum") between the above-referenced customer ("Customer") and WELLS FARGO FINANCIAL LEASING, INC. ("Company") is made and entered into as of the date of the financing arrangement corresponding to the account number set forth above (the "Agreement").

- 1. INCORPORATION AND EFFECT.** This Addendum is hereby made a part of, and incorporated into, the Agreement as though fully set forth therein. As modified or supplemented by the terms set forth herein, the provisions of the Agreement shall remain in full force and effect, provided that, in the event of a conflict between any provision of this Addendum and any provision of the Agreement, the provision of this Addendum shall control.
- 2. GOVERNMENTAL PROVISIONS.** Customer hereby represents, warrants and covenants to Company that: (a) Customer intends, subject only to the provisions of this Addendum, to remit to Company all sums due and to become due under the Agreement for the full term; (b) Customer's governing body has appropriated sufficient funds to pay all payments and other amounts due during Customer's current fiscal period; and (c) Customer reasonably believes that legally available funds in an amount sufficient to make all payments for the full term of the Agreement can be obtained. If Customer's governing body fails to appropriate sufficient funds to pay all payments and other amounts due and to become due under the Agreement in Customer's next fiscal period ("Non-Appropriation"), then (i) Customer shall promptly notify Company of such Non-Appropriation, (ii) the Agreement will terminate as of the last day of the fiscal period for which appropriations were received, and (iii) Customer shall return the Equipment to Company pursuant to the terms of the Agreement. Customer's obligations under the Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements concerning Customer's creation of indebtedness or require voter approval, nor shall anything contained herein constitute a pledge of Customer's general tax revenues, funds or monies. Customer further represents, warrants and covenants to Company that: (a) Customer has the power and authority under applicable law to enter into the Agreement and this Addendum and the transactions contemplated hereby and thereby and to perform all of its obligations hereunder and thereunder, (b) Customer has duly authorized the execution and delivery of the Agreement and this Addendum by appropriate official action of its governing body and has obtained such other authorizations, consents and/or approvals as are necessary to consummate the Agreement and this Addendum, (c) all legal and other requirements have been met, and procedures have occurred, to render the Agreement and this Addendum enforceable against Customer in accordance with their respective terms, and (d) Customer has complied with all public bidding requirements applicable to the Agreement and this Addendum and the transactions contemplated hereby and thereby.
- 3. LIMITATIONS.** The parties intend that the collection of any damages, the exercise of any remedy, the enforceability of any indemnity, and any requirements of Customer relative to Non-Appropriation set forth in the Agreement or in this Addendum are subject to any limitations imposed by applicable law. To the extent Company's remedies for a Customer default under the Agreement include any right to accelerate amounts to become due under the Agreement, such acceleration shall be limited to amounts to become due during Customer's then current fiscal period.
- 4. CHOICE OF GOVERNING LAW.** Notwithstanding anything in the Agreement to the contrary, the Agreement and this Addendum shall be governed by, construed and enforced in accordance with the laws of the state in which Customer is located and the parties agree to the non-exclusive jurisdiction and venue of the state and federal courts in such state.
- 5. TERMINATION.** The following paragraph is applicable for political subdivisions (counties, municipalities, and school districts) in the State of Texas. Notwithstanding any provision of the Agreement to the contrary, Customer's obligation to pay all amounts due under the Agreement, including but not limited to periodic rent payments, is subject to the terms of this Section. The Agreement shall be in effect for a Term consisting of an "Original Term", which commences on the date of Customer's acceptance of the Equipment and continues until the end of the fiscal year in which such commencement date occurs, and subsequent one-year "Additional Terms", each of which shall commence at the end of the Original Term or the preceding Additional Term (as applicable), and continue until the end of such fiscal year, except for the final Additional Term which shall terminate at the end of the last scheduled payment period under the Agreement. The terms and conditions of the Agreement in effect for the Original Term shall be the same as those in effect for each Additional Term and payments shall be due and payable during each such Additional Term as set forth in the Agreement. The word "Term" as used in the Agreement and this Addendum means the Original Term and all Additional Terms during which the Agreement is in effect. Not less than 30 days before the end of the Original Term or any Additional Term, Customer may give written notice to Company of Customer's intention to discontinue the Agreement, and in such event the Agreement shall terminate and expire at the end of the Original Term or Additional Term then in effect on the date of Customer's notice of discontinuation. The Agreement shall otherwise be automatically renewed for the ensuing Additional Term until the termination of the final Additional Term unless Customer gives written notice as described above.

Upon the occurrence of such termination, Customer shall not be obligated for payment of any periodic rent payment and any other amounts due under the Agreement for any subsequent fiscal period and Customer shall return the Equipment in accordance with the Equipment return provisions of the Agreement.

- 6. CERTAIN COMPANY REPRESENTATIONS AND WARRANTIES.** Company hereby represents and warrants to Customer that (a) neither Company nor any wholly- or majority-owned subsidiary, parent company, or affiliate of Company is an entity listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code (the "Texas Code") as noted on a list made available through the following link: <https://comptroller.texas.gov/purchasing/publications/divestment.php>; and (b) Company and each of its wholly- and majority-owned subsidiaries, parent company, and affiliates (i) do not and will not "boycott Israel" during the term of the Agreement as required by Section 2270.002 of the Texas Code and as such term is defined in Section 808.001 of the Texas Code; (ii) do not and will not "boycott energy companies" during the term of the Agreement as required by Section 2274 (as added by Senate Bill 13 in the 87th Texas Legislative Session) of the Texas Code, as amended, as such term is defined in Section 809.001 of the Texas Code; and (iii) do not have a practice, policy, guidance, or directive that "discriminates against a firearm entity or firearm trade association" and will not discriminate during the term of the Agreement against a firearm entity or firearm trade association as required by Section 2274 (as added by Senate Bill 19 in the 87th Texas Legislative Session) of the Texas Code, as amended, and as such term is defined in Section 2274.001(3) of the Texas Code.

- 7. MISCELLANEOUS.** This Addendum, together with the provisions of the Agreement not expressly inconsistent herewith, constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and

IN WITNESS WHEREOF, Customer and Company have caused this Addendum to be executed by their duly authorized representatives as of the date first above written.

Company: **WELLS FARGO FINANCIAL LEASING, INC.**

Customer: **CITY OF KINGSVILLE**

Signature of authorized signer

Signature of authorized signer

Print Name and Title

Print Name and Title

commitments regarding such matters. Company may in its sole discretion, accept a photocopy, electronically transmitted, facsimile or other reproduction of this Addendum as the binding and effective record of this Addendum whether or not an ink signed copy hereof is also received by Company from Customer.

Insurance Form



Wells Fargo Equipment Finance, Manufacturer and Dealer Finance
801 Walnut Street | 3rd Floor | Des Moines, IA 50309

Account Number **603-0293978-001** dated as of **April 3, 2024**

Name and Address of Customer:
CITY OF KINGSVILLE
2522 E Escondido Rd
Kingsville, TX 78363-2849

THIS FORM MUST BE COMPLETED BY THE CUSTOMER

DIRECTIONS: PLEASE COMPLETE THE FOLLOWING AND RETURN WITH YOUR SIGNED TRANSACTION DOCUMENTS. Send a completed copy of this form to your Insurance Provider.

1. PROPERTY INSURANCE CARRIER INFORMATION.

Name of Insurance Agency:	Name of Agent:
Mailing Address of Agency:	Phone Number of Agency:
Email Address of Agency:	Policy Number:

2. LIABILITY INSURANCE CARRIER INFORMATION.

Name of Insurance Agency:	Name of Agent:
Mailing Address of Agency:	Phone Number of Agency:
Email Address of Agency:	Policy Number:

IMPORTANT: Under the terms and conditions of your transaction, you are required to carry adequate insurance coverage on the leased/financed equipment. Make sure that your agent understands that you are financing or leasing the equipment and that your policy conforms with the following:

- Property or physical damage coverage for the replacement value of the equipment.
WELLS FARGO FINANCIAL LEASING, INC., its successors and assigns, must be named as Loss Payee. Maximum Deductible: \$25,000.00
- General Liability Coverage: Amounts of \$1,000,000.00 per Individual Occurrence/Combined Single Liability Limit for Property Damage and Bodily Injury.
WELLS FARGO FINANCIAL LEASING, INC., its successors and assigns, to be listed as additional insured. "Claims-Made Policies" are NOT acceptable.
- Insurance coverage to be applicable to all Equipment leased or financed by **WELLS FARGO FINANCIAL LEASING, INC.** and all accessories, accessions, replacements, additions, substitutions, add-ons and upgrades thereto, and any proceeds therefrom.

Remit via email to:
WFFEMDFGolfandTurf@wellsfargo.com

Remit via fax to:
Wells Fargo Financial Leasing, Inc., Attn: Golf and Turf Division
Fax: 866-336-8375

Please send an ACORD FORM 25, an ACORD FORM 27 or ACORD FORM 28 (as applicable) evidencing adequate insurance coverage to:

WELLS FARGO FINANCIAL LEASING, INC.
Attention: Insurance Department
PO Box 35702
Billings, MT 59107

By completing and returning this form to WELLS FARGO FINANCIAL LEASING, INC. ("Lessor/Lender"), you authorize Lessor/Lender to contact the insurance agencies identified above and further authorize the agencies to issue insurance certificates complying with the above requirements to Lessor/Lender.

Required Information Form



Wells Fargo Equipment Finance, Manufacturer and Dealer Finance
801 Walnut Street | 3rd Floor | Des Moines, IA 50309

Account Number **603-0293978-001** dated as of **April 3, 2024**

DIRECTIONS: Complete the following information and return it with your signed documents. Please be sure to fill in all items; mark "N/A" as appropriate.

Customer Name: CITY OF KINGSVILLE

Federal Tax ID Number: (REQUIRED – we must have prior to processing your transaction): _____

Purchase Order Number (if required on invoice): _____ **Expiration Date:** _____

Billing Address: 2522 E Escondido Rd, Kingsville, TX 78363-2849

Accounts Payable Contact (Required): _____

Email Address: _____ **Phone Number (Required):** _____

The Billing Address stated above is correct.

OR

Change the Billing Address to:

Street _____ City _____

State: _____ Zip Code: _____

Equipment Contact (to verify Equipment delivery and acceptance): _____

Email Address: _____ **Phone Number (Required):** _____

Equipment Location: 2522 E Escondido Rd, Kingsville, TX 78363-2849

The Equipment Location stated above is correct. Indicate County the equipment is located in: _____

OR

Change the Equipment Location to:

Street _____ City _____

State _____ Zip Code _____ County _____

(If multiple locations, attach a list of equipment/VINs by City, State and County indicating where each piece of equipment or vehicle is located)

Tax Status: Sales/Use Tax (check one)

If you are tax exempt, we must have a copy of your exemption certificate prior to funding. Please forward a copy along with the return of the signed lease documents. If you are exempt and an exemption is not received, we are required to pay any required upfront sales tax (and you will reimburse us) or include tax on your monthly lease payment. Please indicate your tax status below:

Subject to Sales and Use Tax (Tax will be based on the state where the equipment is located.)

OR

Exempt from Sales and Use Tax for the following reason: _____ (Certificate must be provided.)

*****If you are exempt from sales and use tax, you MUST provide an exemption certificate or you will automatically be charged sales and use tax.*****

To ensure timely processing of each payment invoice PLEASE MAKE YOUR PURCHASE ORDERS OUT TO WELLS FARGO FINANCIAL LEASING, INC.

Your invoice will be mailed approximately 30 days in advance of your payment due date.

Notice: To help the government fight the funding of terrorism and the money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: When you open an account or add any additional service, we will ask you for your name, address and taxpayer identification number that will allow us to identify you. We may also ask to see other identifying documents.

Online Account Management

WELLS
FARGO

Wells Fargo Equipment Finance, Manufacturer and Dealer Finance
801 Walnut Street | 3rd Floor | Des Moines, IA 50309

The MyAccounts website offers comprehensive services that help your business build and maintain a successful company. Enjoy the benefits of electronic billing, 24/7 on-demand access to customer account information, electronic payment options, and more.

Highlights:

- View current and historical invoices throughout the life of the transaction
- Submit or schedule online payments and set up recurring payments
- Sign up for paperless invoicing
- View payment histories and invoice summaries
- Register for payment application notifications
- View and modify equipment details
- Request a W9 or billing address changes
- Create reports relevant to your business
- Ask questions and chat directly with the Customer Care team

How to register:

To register for MyAccounts, follow these quick steps:

1. Visit [MyAccounts Website \(https://www.myaccounts.sec.wellsfargo.com/\)](https://www.myaccounts.sec.wellsfargo.com/) and click on "Register Now".
2. You'll need an existing user's email address, your contract number and invoice number/serial number/vehicle identification number, found on your invoice. If you don't have access to an existing user's email address, please contact customer care at the number listed at the bottom of the page.
3. Follow the prompts to include your contact information and select a User ID.
4. A validation code will be sent to you. Input the validation code into the prompt.
5. Lastly, you will select a password. Once your password has been selected, you can continue to the home page.

Existing customers can call the number below to complete pre-registration by phone.

Talk with us today to learn more.

866-497-6661

[MyAccounts Website \(https://www.myaccounts.sec.wellsfargo.com/\)](https://www.myaccounts.sec.wellsfargo.com/)