

City of Kingsville, Texas

AGENDA
CITY COMMISSION
MONDAY, SEPTEMBER 23, 2024
REGULAR MEETING
CITY HALL
HELEN KLEBERG GROVES COMMUNITY ROOM
400 WEST KING AVENUE
5:00 P.M. – Regular Meeting

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

I. Preliminary Proceedings.

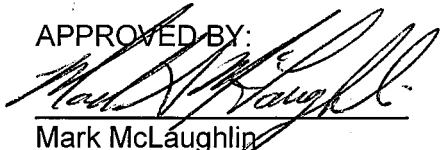
OPEN MEETING

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

MINUTES OF PREVIOUS MEETING(S)

Regular Meeting – September 12, 2024

APPROVED BY:


Mark McLaughlin
City Manager

II. Public Hearing - (Required by Law).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 grant funds from the Coastal Bend Regional Advisory Council for Fire Department medical supplies. (Fire Chief).
2. Motion to approve final passage of an ordinance amending the City of Kingsville Code of Ordinances Chapter V, Article 3, Water, providing for fees increases for tampering with meters, damaging cut-off valves, discontinuance cut-offs, certain service calls, interest, and late fee charges, and a change in the penalty for late payments. (Finance Director).
3. Motion to approve final passage of an ordinance amending the City of Kingsville Code of Ordinances Chapter XV, Article 1-Building Regulations, Section 13-Purpose and Authority for Third Party Plan Review Services. (Director of Planning and Development Services).
4. Motion to approve final passage of an ordinance amending the City of Kingsville Code of Ordinances Chapter XV, Article 1-Building Regulations, Sections 6, 8, 11, 23, & 40, and Article 6-Zoning, Section 126, revising permit fees in building, plumbing, fuel gas, and sign regulation codes. (Director of Planning and Development Services).
5. Motion to approve final passage of an ordinance amending the City of Kingsville Code of Ordinances Chapter XV, Article 1, Building Regulations, Section 152, revising the fee for swimming pools permits. (Director of Planning and Development Services).
6. Motion to approve final passage of an ordinance amending the City of Kingsville Code of Ordinances Chapter IX, Article 10-Streets and Sidewalks, Section 35-permit required; fee, providing for change to fees. (Director of Planning and Development Services).
7. Motion to approve final passage of an ordinance amending the City of Kingsville Code of Ordinances Section 9-7-6 Abatement of Nuisance Lots; Administrative Fees, providing for revision of administrative fees. (Director of Planning and Development Services).
8. Motion to approve City participation in annual events and parades for FY2024-2025. (Downtown Manager).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

9. Consider approving a Proclamation naming November 1, 2024 as Arbor Day in the City of Kingsville. (Parks Director).
10. Consider a resolution of the City of Kingsville, Texas adopting the FEMA approved Kleberg County and City of Kingsville, Texas Multi-Hazard Mitigation Plan. (City Engineer).
11. Consider a resolution authorizing the City Manager to execute the Contract with Global WET LLC for UV Filter Equipment for the Kingsville North and South Waste Water

Treatment Plants. (funding for emergency repairs authorized 8/19/24) (Public Works Director).

12. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinances Chapter IX-General Regulations, Article 8-Parks and Recreation, providing for revised golf course fees for the L.E. Ramey Golf Course. (Parks Director).

13. Consider motion to approve proposed ball Field Rental Fee with Lights and Park Shelter Rental Fee with Electricity, as per Code of Ordinances §9-8-7. (Parks Director).

14. Consider a resolution authorizing the City Manager to execute a Master Services and Purchasing Agreement for Customer and other documents related thereto with Axon Enterprise, Inc. for Police Department Body Worn and In-Car Cameras and Services. (Police Chief).

VII. Adjournment.

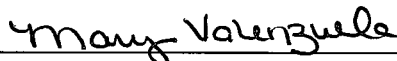
1. No person's comments shall exceed 5 minutes. Cannot be extended by Commission.
2. No person's comments shall exceed 5 minutes without permission of majority of Commission.
3. Comments are limited to 3 minutes per person. May be extended or permitted at other times in the meeting only with 5 affirmative 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:

September 19, 2024, at 4:30 P.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)**

SEPTEMBER 12, 2024

A SPECIAL MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON THURSDAY, SEPTEMBER 12, 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
Edna Lopez, Commissioner
Norma N. Alvarez, Commissioner
Hector Hinojosa, Commissioner
Leo Alarcon, Commissioner

CITY STAFF PRESENT:

Mark McLaughlin, City Manager
Mary Valenzuela, City Secretary
Courtney Alvarez, City Attorney
Kyle Benson, Director of Information & Technology
Derek Williams, IT
Emilio Garcia, Health Director
John Blair, Chief of Police
Leticia Salinas, Accounting Manager
Deborah Balli, Finance Director
Susan Ivy, Park Director
Bill Donnell, Public Works Director
Rudy Mora, City Engineer
Erik Spitzer, Director of Economic & Development Services
Juan J. Adame, Fire Chief
Diana Gonzalez, Human Resources Director
Mike Mora, Capital Improvements Manager
Charlie Sosa, Purchasing Manager
Janine Reyes, Tourism Director

I. Preliminary Proceedings.

OPEN MEETING

Mayor Fugate opened the meeting at 5:00 p.m. with all five commission members present.

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)

Special Meeting – August 14, 2024

Motion made by Commissioner Lopez to approve the minutes of August 14, 2024, as presented, seconded by Commissioner Alarcon. The motion was passed and approved by the following vote: Lopez, Alvarez, Hinojosa, Alarcon, Fugate voting “FOR”,

Regular Meeting – August 26, 2024

Motion made by Commissioner Lopez to approve the minutes of August 26, 2024, as presented, seconded by Commissioner Alvarez. The motion was passed and approved by the following vote: Alvarez, Alarcon, Lopez, Fugate voting “FOR”. Hinojosa “ABSTAINED”.

Regular Meeting – September 5, 2024

Motion made by Commissioner Lopez to approve the minutes of September 5, 2024, as presented, seconded by Commissioner Alarcon. The motion was passed and approved by the following vote: Hinojosa, Alarcon, Lopez, Alvarez, voting “FOR”. Fugate “ABSTAINED”.

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

Mr. Mark McLaughlin, City Manager reported on Sparklight discontinuing analog service in Kingsville. This is a private company, and the city has no authority in Sparklight's decision-making.

Commissioner Alvarez mentioned a situation she encountered with Sparklight for her home service.

Ms. Courtney Alvarez, City Attorney reported that the next city commission meeting is scheduled for Monday, September 23, 2024. The deadline to submit agenda items for that meeting is September 12, 2024. The following meeting will be on Tuesday, October 15, 2024, as Monday, October 14, 2024, is Columbus Day and city offices will be closed. The deadline for agenda items for the October 15th meeting is set for September 27, 2024.

IV. Public Comment on Agenda Items.³

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

No public comments were made.

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 Alvarez. The motion was passed and approved by the following vote: Alvarez, Hinojosa, Alarcon, Lopez, Fugate voting "FOR".

- 1. Motion to approve final passage of an ordinance amending the City of Kingsville Code of Ordinances Chapter V, Article 2-Sewers, Section 3-Required Taps, Connections, providing for an increase in sewer tap fees. (Public Works Director).**
- 2. Motion to approve final passage of an ordinance amending the City of Kingsville Code of Ordinances Chapter V, Article 3, Section 52, providing for an increase in water tapping charges and adding water boring tap charges. (Public Works Director).**
- 3. Motion to approve final passage of an ordinance amending the Fiscal Year 2023-2024 budget to appropriate additional funding for sanitation professional services and vehicle maintenance. (Public Works Director).**

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

- 4. Consider introduction of an ordinance amending the Fiscal Year 2023-2024 Budget to accept and expend grant funds from the Coastal Bend Regional Advisory Council for Fire Department medical supplies. (Fire Chief).**

Mr. Juan J. Adame, Fire Chief stated that the Kingsville Fire Department is requesting approval to amend the Fiscal Year 24-25 budget to carry over surplus funds from a grant from the Coastal Bend Region Advisory Council (CBRAC) for \$4,149.00. CBRAC distributes funds to emergency medical services departments each year based on the number of EMS Calls. This grant funds will be used to purchase medical equipment and supplies.

Introduction item.

- 5. Consider approving authorization to issue Requests for Proposal for Administrative Services for grant Pre-application (phase I), Application (phase II), and Implementation Services for the 2025/2026 Texas Community Development Fund, administered by the Texas Department of Agriculture. (City Engineer).**

Mr. Rudy Mora, City Engineer stated that the Community Development Fund for the 2025-2026 cycle offers a maximum award of \$750,000 with a city catch match requirement of 15% which equals \$112,500.00 which can include in-kind service line in-house engineering. Historically, high-scoring applications have focused on water system improvements, crucial for providing quality housing and living conditions, especially for low to moderate-income residents. The program aims to develop a viable community by expanding economic opportunities for low to moderate-income residents. This goal aligns with our objectives for the 2025-2026 funding cycle. Mr. Mora further stated that the deadline for applications for the 2025-2026 funding cycle is December 1, 2024. Adhering to this timeline is crucial for submitting a competitive application. The cost to advertise the FRO in the local newspaper is approximately \$500. This expenditure is essential for attracting a competitive selection of qualified administrative service providers, ensuring effective grant administration.

Motion made by Commissioner Alvarez to authorize issue Requests for Proposal for Administrative Services for grant Pre-application (phase I), Application (phase II), and Implementation Services for the 2025/2026 Texas Community Development Fund, administered by the Texas Department of Agriculture, seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Hinojosa, Alarcon, Lopez, Alvarez, Fugate voting "FOR".

6. Consider a resolution authorizing the City to submit an application to the U.S. Bureau of Reclamation WaterSMART Drought Response Grant Program for the City of Kingsville, Texas. (City Engineer).

Mr. Mora stated that The U.S. Bureau of Reclamation has announced the WaterSMART Drought Response Program for Fiscal Year 2025, offering grants between \$25,000 and \$10,000,000. As a disadvantaged community, the city is eligible for this program, which provides 95% federal funding and requires a 5% city match. If awarded, the following projects are under consideration: Rehabilitation of well #20 with new equipment; Rehabilitation of well #14 with new equipment; Construction of a new Elevated Storage Tank (EST) at well #25; Installation of a new water well at Dick Kleberg Park; Rehabilitation of wells #22 and #24. These projects are crucial for maintaining and enhancing our water infrastructure, particularly during drought conditions. Water is essential for community consumption, fire protection, economic growth, social equity, and environmental sustainability.

Motion made by Commissioner Alarcon to approve the resolution authorizing the city to submit an application to the U.S. Bureau of Reclamation WaterSMART Drought Response Grant Program for the City of Kingsville, Texas, seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Alarcon, Lopez, Alvarez, Hinojosa, Fugate voting "FOR".

7. Consider awarding bid for RFP#24-13 Landfill South Drainage Infrastructure-Lined Channel as per recommendation of contract engineer. (Purchasing Manager).

Mr. Charlie Sosa, Purchasing Manager stated that this item authorizes the city to accept bids and award a contract to Lowman Land Improvements Inc., for RFP #24-13 Landfill South Drainage Infrastructure-lined Channel for the city. The request for proposal was advertised in the Kingsville Record on August 1, 2024, and August 8, 2024. The city received four responses from Lowman Land Improvements of Orange Grove, TX, ERS of MS Inc. of Jacksonville, MS., Texas Chili of Kingwood, TX, and EnviroCon Systems Inc. of Houston, TX. Mr. Sosa further stated that Hanson Engineering reviewed the proposal and found the information received responsive. Bids received range from \$299,814.00 to \$490,714.64. Hanson Engineering is recommending the city accept the apparent low bidder, Lowman Land Improvement Inc. for \$299,814.00. Funds are available through the Landfill Closure line item.

Motion made by Commissioner Lopez to award bid for RFP#24-13, Landfill South Drainage Infrastructure Lined Channel as per the recommendation of contract engineer, seconded by Commissioner Hinojosa. The motion was passed and approved by the following vote: Lopez, Alvarez, Hinojosa, Alarcon, Fugate voting "FOR".

8. Consider final passage of an ordinance adopting the City Manager's budget, as amended, of the City of Kingsville, Texas, and appropriating funds for the fiscal year beginning October 01, 2024, and ending September 30, 2025, in the particulars hereinafter stated. (Finance Director).

Mr. McLaughlin went over highlights regarding the FY 24-25 budget. He stated that the budget has revenues of \$96,343,339.20 and expenses of \$116,179,345.63. This is

predicated on a tax rate of \$0.77000 on the hundred dollars for the ad valorem tax rate. Of that, the M&O portion of the tax rate is \$0.6048 on the hundred which will bring in revenues for maintenance and operations of about \$7 million. The Interest and Sinking fund to cover the city's debt is \$0.1652 on the hundred which is to pay the city's debt for next year of \$1,944,426.00, this is predicated on a 98% collection rate. The \$0.77000 on the hundred falls above the no new revenue rate of \$0.73176 but below the voter-approved tax rate of \$0.79793. Mr. McLaughlin further stated that in this budget there is a water increase of 15% which will bring approximately \$750,000.00 in additional revenues to support the city's capital improvement plan. The sewer rate has an increase of 13% which will bring approximately \$624,000.00 for sewer work that needs to be done. The sales tax that is in this budget is \$6,446,139.00 which is what was anticipated would be collected for this year. Sales tax numbers came out today and it was a great month of September, which is about \$63,000 above the budget and end the year at about \$6.5 million on the sales tax. The street user fee has an increase of \$2.00 for residential and 20% for commercial. The street user fee should bring in approximately \$311,000.00 which is higher than this year. Mr. McLaughlin stated that he will be meeting with staff to get the order of streets that need to get done and if it all works out, about seven miles of road will be done with three of them full-depth construction and seventeen will be chip sealed and eight that will be milled and overlaid. The General Fund, fund balance in this budget, as of now, is projected to be \$6,921,921.96 which is 26.59% and the city meets all its requirements. The Utility Fund has a projected ending fund balance for September of next year of \$3,465,941.52 which is at 26.06%. The budget that is being proposed is a culmination of work that has been discussed with the commission throughout seven budget workshops. The budget includes the two collective bargaining agreements, a new collective bargaining agreement for Fire, and year two for the Kingsville Police Department. Also included are 17 of the 175 supplementals submitted totaling over \$1.4 million in capital improvements and heavy lifting work that needs to get done. Mr. McLaughlin stated that the city meets all of its debt obligations for next year. This continues the second year of the Evergreen Compensation Plan in this budget. There are some changes to this budget such as the Jail Contract which is almost \$320,000 which is a 127% increase over this year. It also includes staffing of 2 firefighters, but are not paid for yet, they will budget amendment for when funds become available with the positions that are not filled right now. This will be the last year for the expensing of ARP Funds as all funds need to be earmarked by this December and spent by next year. The health insurance increase was 18%, which will be paid by the city so that we would not have to impact the employee. There is a change in the property and liability as the city has migrated to the TML Risk Pool for this next budget. The overall budget increased from \$374,000.00 to \$408,000.00, including windstorm. Mr. McLaughlin thanked the commission for their input during the budget workshops.

Motion made by Commissioner Lopez I move to approve final passage of an ordinance adopting the City Manager's budget, as amended, of the City of Kingsville, Texas, and appropriating funds for the fiscal year beginning October 1, 2024, and ending September 30, 2025, in the particulars hereafter stated, seconded by Commissioner Alvarez.

Commissioner Alvarez asked about the dollar amount for expenses being higher than the amount for revenues. Where is the additional money coming from? Mr. McLaughlin responded that it looks like a deficit, but it's not. He further stated that the revenues that are needed to make these expenses have already been collected either this year or the previous year to this year. He further stated that there is around \$47 million in all the fund balances added up. It is projected to expense it this next fiscal year and we have already collected it. He also stated that you don't count revenues twice. Commissioner Alvarez asked if the city has a healthy fund balance. Mr. McLaughlin responded yes.

The motion was passed and approved by the following vote: Alvarez, Hinojosa, Alarcon, Lopez, Fugate voting "FOR".

9. Consider ratifying the property tax increase reflected in the 2024-2025 Annual Budget of the City of Kingsville. (Finance Director).

Motion made by Commissioner Lopez I move to ratify the property tax increase reflected in the 2024-2025 Annual Budget for the City of Kingsville, Texas, seconded by Commissioner Alvarez. The motion was passed and approved by the following vote: Hinojosa, Alarcon, Lopez, Alvarez, Fugate voting "FOR".

10. Consider final passage of an ordinance establishing and adopting the ad valorem tax rate for all taxable property within the City of Kingsville, Texas for fiscal year beginning October 01, 2024, and ending September 30, 2025, distributing the tax levy among the various funds, and providing for a lien on real and personal property to secure the payment of taxes assessed. (Finance Director).

Motion made by Commissioner Alvarez, I move that the property tax rate be increased by the adoption of a tax rate of \$0.77000, which is effectively a 5.23 percent increase in the tax rate, seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Alarcon, Lopez, Alvarez, Hinojosa, Fugate voting "FOR".

11. Consider final passage of an ordinance amending the City of Kingsville Code of Ordinances by amending Chapter III, Article 7, Personnel Policies. (Human Resource Director).

Mr. McLaughlin stated that this is the compensation plan that is passed every year that includes all the positions in the city.

Motion made by Commissioner Lopez to approve the ordinance amending the City of Kingsville Code of Ordinances by amending Chapter III, Article 7, Personnel Policies, seconded by Commissioner Alvarez. The motion was passed and approved by the following vote: Lopez, Alvarez, Hinojosa, Fugate voting "FOR". Alarcon voting "AGAINST".

12. Consider final passage of an ordinance ratifying classifications and prescribing the number of positions in such classifications for the classified service in the Fire Department by adding two new civil service positions. (Human Resource Director).

Motion made by Commissioner Lopez to approve the ordinance ratifying classifications and prescribing the number of positions in such classifications for the classified service in the Fire Department by adding two new civil service positions, seconded by Commissioner Alarcon. The motion was passed and approved by the following vote: Alvarez, Hinojosa, Alarcon, Lopez, Fugate voting "FOR".

13. Consider final passage of an ordinance amending the City of Kingsville Code of Ordinances Chapter V, Article 3-Water, providing for an increase in water rates, providing for an increase in water rates. (Finance Director).

Mr. McLaughlin stated that this ordinance is for an increase in water rates of 15%.

Motion made by Commissioner Alvarez to approve the ordinance amending the City of Kingsville Code of Ordinances Chapter V, Article 3-Water, providing for an increase in water rates, providing for an increase in water rates, seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Hinojosa, Alarcon, Lopez, Alvarez, Fugate voting "FOR".

14. Consider final passage of an ordinance amending the City of Kingsville Code of Ordinances Chapter V, Article 2, Sewers, Section-2 User Classification, Schedule Of Charges, providing for an increase in sewer rates. (Finance Director).

Motion made by Commissioner Alarcon to approve the ordinance amending the City of Kingsville Code of Ordinances Chapter V, Article 2, Sewers, Section-2 User Classification, Schedule Of Charges, providing for an increase in sewer rates, seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Alarcon, Lopez, Alvarez, Hinojosa, Fugate voting "FOR".

15. Consider final passage of an ordinance amending the City of Kingsville Code of Ordinances Sections 9-10-56 and 57 to update the fees used for the purposes of funding the City Streets System. (City Engineer/).

Motion made by Commissioner Lopez to approve the ordinance amending the City of Kingsville Code of Ordinances Sections 9-10-56 and 57 to update the fees used for the purposes of funding the City Streets System, seconded by Commissioner Alarcon. The motion was passed and approved by the following vote: Lopez, Alvarez, Hinojosa, Alarcon, Fugate voting "FOR".

16. Consider final passage of an ordinance amending the Code of Ordinances of the City of Kingsville, Texas, Chapter V Public Works, Article 6 "Stormwater Utility System", Section 21 Fee Calculation, to increase the monthly stormwater utility fees for the purpose of funding the stormwater utility system. (City Engineer).

Motion made by Commissioner Lopez to approve the ordinance amending the Code of Ordinances of the City of Kingsville, Texas, Chapter V Public Works, Article 6 "Stormwater Utility System", Section 21 Fee Calculation, to increase the monthly stormwater utility fees for the purpose of funding the stormwater utility system, seconded by Commissioner Alvarez. The motion was passed and approved by the following vote: Alvarez, Hinojosa, Alarcon, Lopez, Fugate voting "FOR".

17. Consider rejecting all bids for Bid No. 24-14: 2023-2024 City-wide Miscellaneous Concrete and Drainage Improvements – Phase 3. (City Engineer).

Motion made by Commissioner Alarcon to approve rejecting all bids for Bid No. 24-14: 2023-2024 City-wide Miscellaneous Concrete and Drainage Improvements – Phase 3, seconded by Commissioner Lopez.

Commissioner Alvarez asked for the number of bids received and further asked if staff will be going out for bids again.

Mr. Mora responded that there were three bids received with two of them withdrawing their bids after being turned in. There were some errors in the bidding process, so staff wants to clarify everything and start on a clean slate.

Mayor Fugate asked if this had been presented to the commission before.

Mr. Mora responded not for awarding. This is for phase 3 out of two other phases, so to answer the question yes.

The motion was passed and approved by the following vote: Hinojosa, Alarcon, Lopez, Alvarez, Fugate voting "FOR".

18. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinances Chapter V, Article 3, Water, providing for fees increases for tampering with meters, damaging cut-off valves, discontinuance cut-offs, certain service calls, interest, and late fee charges, and a change in the penalty for late payments. (Finance Director).

Mr. McLaughlin stated that there is damage to the city's property from individuals that tamper with city equipment. This will not charge them a penalty for the tampering.

Introduction item.

19. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinances Chapter XV, Article 1-Building Regulations, Section 13-Purpose and Authority for Third Party Plan Review Services. (Director of Planning and Development Services).

Mr. Erik Spitzer, Director of Planning and Development Services stated that is being proposed to add language to the existing third-party plan review ordinance to ensure that the fees charged by the company, specifically Bureau Veritas, for both residential and commercial plans are recouped by the city. The city currently has an existing contract with a third-party company to review those when the workload surpasses the local department capacity. To ensure those proper fees are recouped the third-party fees will be collected upfront from the customer plus a 10% administrative fee when the plans are accepted for review.

Introduction item.

20. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinances Chapter XV, Article 1-Building Regulations, Sections 6, 8, 11, 23, & 40, and Article 6-Zoning, Section 126, revising permit fees in building, plumbing, fuel gas, and sign regulation codes. (Director of Planning and Development Services).

Mr. Spitzer stated that this is for a \$0.02 increase per square foot to roof fees collected. There is a current reinspection fee of \$50.00 and what is being recommended is the second reinspection fee of \$100.00 for the same item being inspected. If it fails twice and had to have a third reinspection it would be for a cost of \$150.00. There is a \$100.00 permit fee for new commercial construction that was not considered before, which would account for all the time spent by the Permit Clerk and Building Official. The fence fee is from \$35.00 to \$50.00 and a permit renewal fee of \$75.00, if you would like to extend that permit beyond a year. Commercial remodels, the current ordinance does not cover those remodels, so it is proposed that a fee of \$125.00 for review and \$0.30 per square foot. For swimming pools, there was no pool application fee and now it is being proposed pool application fee of \$25.00 for plan review and \$0.30 per square foot. The fee for a permanent certificate of occupancy was \$25.00 and if there were additional floors it was \$15.00, but it is now being proposed to be a straight \$75.00 fee. There is a small increase being proposed for the water heater permit from \$10.00 to \$15.00. Mr. Spitzer further stated that when staff has caught individuals working without a permit, the current fee is double the amount of the permit fee. What is being proposed is an additional \$150.00 to deter work without a permit.

Introduction item.

21. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinances Chapter XV, Article 1, Building Regulations, Section 152, revising the fee for swimming pools permits. (Director of Planning and Development Services).

Mr. Spitzer stated that this would be a \$25.00 review fee plus \$0.30 per square foot.

Introduction item.

22. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinances Chapter IX, Article 10-Streets and Sidewalks, Section 35-permit required; fee, providing for change to fees. (Director of Planning and Development Services).

Mr. Spitzer stated that this is for a driveway curb out from \$15.00 to \$50.00 and a sidewalk/curb and gutter from \$10.00 to \$50.00.

Introduction item.

23. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinances Section 9-7-6 Abatement of Nuisance Lots; Administrative Fees, providing for revision of administrative fees. (Director of Planning and Development Services).

Mr. Spitzer stated that in this section the current administrative fee for abatements is \$150.00 plus additional based on the operator or two, we currently have only one operator working. The proposed increase is \$300.00 for the first abatement and \$400.00 for the second abatement, and \$500.00 for the third abatement at the same location.

Introduction item.

VI. Adjournment.

There being no further business to come before the City Commission, the meeting was adjourned at 5:48 p.m.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

CONSENT AGENDA

AGENDA ITEM #1

**City of Kingsville
Department Name**

TO: Mayor and City Commissioners
CC: Mark McLaughlin, City Manager
FROM: Juan J. Adame, Fire Chief
DATE: September 5, 2024
SUBJECT: Fire Department Budget Amendment

Summary:

The Kingsville Fire Department is requesting approval to amend the FY 24-25 budget to carry-over surplus funds from a grant from the Coastal Bend Regional Advisory Council (CBRAC) in the amount of \$4,149.

Background:

Each year CBRAC distributes funds to emergency medical services departments based on the number of EMS calls.

Financial Impact:

No financial impact. This grant will be used to purchase medical equipment and supplies.

Recommendation:

Approve the carry over of surplus funds from the CBRAC grant in the amount of \$4,149.



7748

AMERICAN BANK
(800) 257-8316
americanbank.com

88-328/1149
CHECK NUMBER
MICR LINE

08/28/2024

**COASTAL BEND REGIONAL
ADVISORY COUNCIL**
PO BOX 18460
CORPUS CHRISTI TX 78480

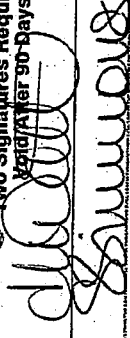
PAY TO THE ORDER OF KINGSVILLE FIRE DEPT

\$ 4,149.00

Four thousand one hundred forty-nine and 00/100***** DOLLARS

KINGSVILLE FIRE DEPT
Attn. Joey Reed
P.O. BOX 1458
KINGSVILLE, TX 78363

Two Signatures Required
Valid After 90 Days



FY24 EMS Co Grant Fund Kleberg County

MEMO

⑆007718⑆

7748

08/28/2024 KINGSVILLE FIRE DEPT

Date 08/28/2024 Reference FY24 EMS Co

Original Amount 4,149.00

Balance Due 4,149.00

Payment 4,149.00

Check Amount

RAC-Primary FY24 EMS Co Grant Fund Kleberg County

4,149.00

ORDINANCE NO. 2024-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2023-2024 BUDGET TO ACCEPT AND EXPEND GRANT FUNDS FROM THE COASTAL BEND REGIONAL ADVISORY COUNCIL FOR FIRE DEPARTMENT MEDICAL SUPPLIES.

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#59

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 027 – EMS Fund					
<u>Revenues</u>					
2200	Fire	State Grants	72010	\$4,149	
<u>Expenditures</u>					
2200	Fire	Medical Supplies	22400	\$4,149	

[To amend the City of Kingsville FY 23-24 budget to accept and expend grants funds from the Coastal Bend Regional Advisory Council for medical supplies. Funding will come from the grant funding for this 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 12th day of September 2024.

PASSED AND APPROVED on this the 23rd day of September 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
Public Works, Wastewater Division**

TO: Mayor and City Commissioners
CC: Mark McLaughlin, City Manager
FROM: Deborah Balli, Finance Director
DATE: August 28, 2024
SUBJECT: Utility Billing Fee Increases – FY 24-25 Budget

Summary:

The Utility Billing Department analyzed their current fees and determined there were several fees that either needed to be implemented and increased and include the following:

- Utility Billing Penalty (Late Fee) – The proposed fee would be the greater of \$5.00 or 10% of the current bill. The fee currently is the greater of \$3.00 or 3% of the current bill. Alice changes 15% of the current bill.
- Utility Billing Reconnect Fee (During Business Hours) – This would be a new fee as the City does not charge a reconnect fee. Currently there are 179 reconnects per month.
- Utility Billing Reconnect Fee (After Hours) – This would increase the fee from \$50 to \$75. On average, there are only 10 calls per year.
- Utility Billing Tamper Fees – The current fees are \$75 for the 1st tamper, \$150 for the 2nd tamper with a max of \$1,000 in fees. The new fees would be \$100 for the 1st tamper, \$200 for the 2nd tamper with a max of \$1,000 in fees. Once the fee max is reached, the meter is removed.

Financial Impact:

The additional estimated revenues of \$62,150 have been included in the Utility Fund budget for FY 24-25.

Recommendation:

Staff recommends the approval of the proposed new or updates to current fees as stated above.



ORDINANCE NO. 2024-_____

AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES CHAPTER V, ARTICLE 3, WATER, PROVIDING FOR FEES INCREASES FOR TAMPERING WITH METERS, DAMAGING CUT-OFF VALVES, DISCONTINUANCE CUT-OFFS, CERTAIN SERVICE CALLS, INTEREST, AND LATE FEE CHARGES, AND A CHANGE IN THE PENALTY FOR LATE PAYMENTS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

WHEREAS, the cost to provide this service has increased substantially in the time since the rates were last adjusted;

WHEREAS, this Ordinance is necessary to protect the public safety, health, and welfare of the City of Kingsville.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF KINGSVILLE, TEXAS:

I.

THAT Section 5-3-33 through 5-3-99 of Article 3: Water of Chapter V, Public Works, of the Code of Ordinances of the City of Kingsville, Texas, shall be amended to read as follows:

...
§ 5-3-33 TAMPERING OR INTERFERING WITH METERS AND THE LIKE.

It shall be unlawful for any person:

- (A) To cover over or conceal from view any water valve box, service or meter box;
- (B) To remove any water meter or water meter lid that has been placed by the city, or to in any manner change, interfere with or tamper with any water meter or water meter lid;
- (C) To directly or indirectly inhibit authorized representatives of the city from reading, checking or repairing water meter and/or meter box at all reasonable hours of the day. ('62 Code, § 3-1-2) (Ord. —, passed 9-22-58; Am. Ord. 81003, passed 1-26-81)

A violation of this ordinance shall result in a fee of ~~\$75.00~~ **\$100** for the initial violation, ~~\$150.00~~ **\$200** for a second violation, and an additional ~~\$150.00~~ **\$200** fee for each additional violation not to exceed **\$2,000**.

...

§ 5-3-37 DAMAGE TO CUT-OFF VALVE.

The unintentional damage of a cut-off valve shall result in a fee to the customer of \$50 ranging from \$123.75 through \$674.41 depending on the size of the meter at the location to the customer.

...

§ 5-3-53 FAILURE TO PAY; DISCONTINUE SERVICE.

(A) All charges for water service furnished or rendered by the City Water Department shall be due when rendered and are payable, unless otherwise specified, on or before the date shown on the face of the bill. Bills not paid by this date are in default and service may be discontinued for such default.

(B) Notice of default shall be sent to the customer by U.S. Mail to the address shown on the customer's application.

(C) When service has been discontinued for failure to pay for services rendered, a charge of \$20 shall be levied for each and every meter discontinued. Where a meter has been removed or locked for failure to pay for services rendered, an additional charge of ~~\$25~~ \$45 shall be levied for each and every meter removed or locked. These charges must be paid before such service shall be restored or water turned on. An additional fee of ~~\$50~~ \$75 shall be charged for restoration of service after regular working hours and an additional fee of \$25 shall be charged for restoration of service during regular working hours; the payment shall be due at the time of service, such payment being accepted only in the form of check or money order.

(D) Failure to receive a bill in no way exempts a customer from payment of bills or the provisions of these terms and conditions.

(E) Any customer owing water, garbage or sewer bills, and removing to other premises where there are water connections or where connections are thereafter made, shall, before being permitted to use the water, pay all former delinquencies. Further, a customer's current unpaid water, sewer and garbage charges may be transferred to another premises where water service is currently in use when services are being rendered to the same person at the same time, and one is disconnected. ('62 Code, § 3-1-13) (Ord. 84030, passed 10-29-84) Penalty, see § 5-3-99

(F) It is the policy of the city to discontinue water service to customers by reason of nonpayment of bills only after notice and a meaningful opportunity to be heard on disputed bills. The city's form for application for water service and all bills shall contain the address and telephone number for billing inquires, clearly visible and easily readable provisions to the effect:

(1) That all bills are due and payable on or before the date set forth on the bill;
and

(2) That if any bill is not paid by or before that date, a second bill will be mailed containing a cutoff notice that if the bill is not paid within eight days of the mailing of the second bill, service will be discontinued for nonpayment; and

(3) That any customer disputing the correctness of his bill shall have a right to present orally or in writing his complaint and contentions to the city official in charge of water billing. This official shall be authorized to order that the customer's service not be discontinued and shall have the authority to make a final determination of the customer's complaint.

(G) Requests for delays or waiver of payment will not be entertained; only questions of proper and correct billing will be considered. In the absence of payment of the bill rendered or resort to the dispute procedure provided herein, service will be discontinued at the time specified, but in no event until the charges have been due and unpaid for at least 30 days.

(H) When it becomes necessary for the city to discontinue water service to a customer for nonpayment of bills, service will be reinstated only after all bills for service then due have been paid, along with the charges listed in division (C) above.

Statutory reference:

Connection and disconnection for municipal utility service, see TEX. LOC. GOV'T CODE § 402.0025 and 552.0025

§ 5-3-54 INTEREST CHARGE ON LATE PAYMENTS.

In addition to the terms and conditions stated in § 5-3-53, all customer classes shall pay a penalty if not paid by the due date printed on the customer's bill. The penalty shall be the greater of ~~\$5~~ ~~\$3~~ or ~~3%~~ 5% of the current billing due as stated on the bill. An interest charge shall be assessed on all accumulated arrears, penalties, and interest which are not paid by the subsequent month's billing. The interest charge shall be the greater of ~~\$5~~ ~~\$3~~ or ~~3%~~ 5% per month and shall be assessed on all amounts shown as arrears, penalties, or interest due.

('62 Code, § 3-1-13) (Ord. 89043, passed 9-11-89)

§ 5-3-55 WAIVER OF LATE CHARGES; EXEMPTION.

(A) Utility bills are due and payable by the 14th day after the date on the bill. The greater of ~~\$5~~ ~~\$3~~ or ~~3%~~ 5% of the bill due will be assessed as a late charge on bills not paid by the due date. However, the late service charge may be exempted for a period of 25 days upon request of an individual customer who is receiving social security benefits

(retirement or disability) and is low income. Persons receiving social security benefits are considered low income if their sole source of support are social security payments and their outside income, if any, does not exceed \$3,850 annually.

('62 Code, § 3-1-13) (Ord. 90026, passed 6-25-90)

...

§ 5-3-99 PENALTY.

(A) Any person who violates any provision of this article for which no penalty is otherwise provided shall be subject to the penalty provided in § 1-1-99.

(B) Violation of any of the provisions of § 5-3-35 shall constitute a misdemeanor and be punishable by a fine of not less than \$250.00 nor more than \$2,000.00 and each day shall constitute a separate offense, provided that, any violation of this section which results or could result in the pollution, endangering, or contaminating of the public water supply shall constitute a misdemeanor and be punishable by a fine not less than \$1,500.00 nor more than \$2,000.00 and each day shall constitute a separate offense.

(C) Any person, firm or corporation violating any of the provisions of the mandatory water use restrictions which have been formally initiated by the city and contained in the Water Conservation and Drought Contingency Program as adopted in § 5-3-36 shall be deemed guilty of a misdemeanor and upon conviction in the Municipal Court of the city shall be punished by a fine not to exceed the sum of \$500.00 for each offense, and each and every day any such violation shall continue shall be deemed to constitute a separate offense.

(D) A violation of §§ 5-3-32 through 5-3-34, §§ 5-3-37 through 5-3-39 and §§ 5-3-52 through 5-3-54 shall result in a fee of ~~\$75.00~~ \$100 for the initial violation, ~~\$150.00~~ \$200 for a second violation, and an additional, ~~\$150.00~~ \$200 fee for each additional violation not to exceed \$2,000.00.

(Ord. 94020, passed 9-12-94; Ord. 95029, passed 11-13-95; Ord. 2002-20, passed 9-9-02)

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 be codified and become effective on and after adoption and publication as required by law.

INTRODUCED on this the 12th day of September, 2024.

PASSED AND APPROVED on this the 23rd day of September, 2024.

Effective Date: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #3

Planning and Development Services
410 W King
Kingsville, TX 78363
PH: 361-595-8055



MEMO

Date: August 29th, 2024

To: Mark McLaughlin (City Manager)

From: Erik Spitzer (Director of Planning and Development Services)

Subject: The City of Kingsville Planning and Development Services Department is seeking approval from the City Commissioners and Mayor to add language to the existing Third-Party Plan Review Ordinance to ensure fees charged by a company for residential and commercial plan reviews are recouped by the city

Summary: The Department of Planning and Development Services currently has an existing contract with a Third-Party Plan Reviewer ("Bureau Veritas") to conduct plan reviews for both residential and commercial plans when workload surpasses local department capacity. To ensure the proper fees are recouped when plans are sent to the Third-Party Plan Reviewer, the Planning Department will collect the "Third-Party" company fees upfront from the customer + a 10% administrative fee when plans are accepted for review.

Background: The current City of Kingsville Code of Ordinance Sec. 15-1-13 does not reflect this "pass thru" cost. Proposed additional language underlined and highlighted in "yellow" below:

Sec. 15-1-13 - Purpose and authority for third party plan review services.

The purpose of the procedures enumerated in this section is to provide the city with a selection procedure for pre-qualifying companies to perform the services of plan review under the provisions established by the code. This section shall be applicable to the city's selection of third-party plan review companies under the authority of the Building Official. Specifically, the city, by and through the Building Official, shall select a third-party plan review company solely on the basis of qualifications. The Building Official through the Pre-Qualification Procedure enumerated herein shall review a company's qualifications. In addition, this section does not apply to the hiring of such companies by the city to provide services relating to potential litigation or to provide services ancillary to compliance with local, state, or federal laws. Such hiring shall be done in consultation with the City Attorney and in accordance with the applicable requirements of local, state, or federal law. All plan review fees charged by a third party company (with which the city has an existing contract) will be paid for upfront by the customer seeking a plan review plus a 10% administrative fee (e.g., company "X" charges \$1500 for a plan review of a single family residence; the City of Kingsville Planning Department will charge the customer \$1650 before the plans are sent to the third-party company for review).

Financial Impact: Third-Party Plan Review fees will be collected upfront from the customer to ensure solvency within the city's plan review budget line item.

Recommendation: Staff recommends approving the new proposed language within the existing ordinance.

Erik Spitzer
Director of Planning and Development Services

Courtney Alvarez

From: Erik Spitzer
Sent: Tuesday, August 27, 2024 3:59 PM
To: Courtney Alvarez; Mark McLaughlin
Cc: Erik Spitzer
Subject: Proposed Change to City of Kingsville Ordinance WRT 3rd Party Vendor Plan Review Reimbursement

Courtney,

Mark asked me to propose new language to add within the existing city ordinance that speaks to 3rd party vendor services and reimbursements:

Sec. 15-1-13. - Purpose and authority for third party plan review services.

The purpose of the procedures enumerated in this section is to provide the city with a selection procedure for pre-qualifying companies to perform the services of plan review under the provisions established by the code. This section shall be applicable to the city's selection of third party plan review companies under the authority of the Building Official. Specifically, the city, by and through the Building Official, shall select a third party plan review company solely on the basis of qualifications. The Building Official through the Pre-Qualification Procedure enumerated herein shall review a company's qualifications. In addition this section does not apply to the hiring of such companies by the city to provide services relating to potential litigation or to provide services ancillary to compliance with local, state, or federal laws. Such hiring shall be done in consultation with the City Attorney and in accordance with the applicable requirements of local, state, or federal law. All plan review fees charged by a third party company (with which the city has an existing contract) will be paid for upfront by the customer seeking a plan review plus a 10% administrative fee (e.g., company "X" charges \$1500 for a plan review of a single family residence; the City of Kingsville Planning Department will charge the customer \$1650 before the plans are sent to the third party company for review).

(Ord. 2004-16, passed 6-28-04)

Very Respectfully,
Erik Spitzer
City of Kingsville Planning and Development Services Director
espitzer@cityofkingsville.com



ORDINANCE NO. 2024-_____

AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES CHAPTER XV, ARTICLE 1-BUILDING REGULATIONS, SECTION 13-PURPOSE AND AUTHORITY FOR THIRD PARTY PLAN REVIEW SERVICES; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

WHEREAS, this Ordinance has not been revised since it was approved on June 28, 2004 via Ordinance #2004-16 and some updates are needed;

WHEREAS, this Ordinance is necessary to protect the public safety, health, and welfare of the City of Kingsville.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF KINGSVILLE, TEXAS:

I.

THAT Sections 15-1-13 of Article 1: Building Regulations of Chapter XV, Building Code, of the Code of Ordinances of the City of Kingsville, Texas, shall be amended to read as follows:

§ 15-1-13 PURPOSE AND AUTHORITY FOR THIRD PARTY PLAN REVIEW SERVICES.

The purpose of the procedures enumerated in this section is to provide the city with a selection procedure for pre-qualifying companies to perform the services of plan review under the provisions established by the Code. This section shall be applicable to the city's selection of third party plan review companies under the authority of the Building Official. Specifically, the City, by and through the Building Official, shall select a third party plan review company solely on the basis of qualifications. The Building Official through the Pre-Qualification Procedure enumerated herein shall review a company's qualifications. In addition this section does not apply to the hiring of such companies by the City to provide services relating to potential litigation or to provide services ancillary to compliance with local, state, or federal laws. Such hiring shall be done in consultation with the City Attorney and in accordance with the applicable requirements of local, state, or federal law. All plan review fees charged by a third party company (with which the City has an existing contract) will be paid for upfront by the customer seeking a plan review plus a 10% administrative fee (e.g.: company "X" charges \$1,500 for a plan review fee of a single family residence; the City's 10% of that is \$150, so the City of Kingsville Planning Department will charge the customer a total of \$1,650, which must be received before the plans are sent to the third-party company for review).

...

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 be codified and become effective on and after adoption and publication as required by law.

INTRODUCED on this the 12th day of September, 2024.

PASSED AND APPROVED on this the 23rd day of September, 2024.

Effective Date: _____

Sam Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #4

ORDINANCE NO. 2024-_____

AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES CHAPTER XV, ARTICLE 1-BUILDING REGULATIONS, SECTIONS 6, 8, 11, 23, & 40, AND ARTICLE 6-ZONING, SECTION 126, REVISING PERMIT FEES IN BUILDING, PLUMBING, FUEL GAS, AND SIGN REGULATION CODES; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

WHEREAS, the cost to provide the services has gone up since these ordinances were last revised;

WHEREAS, this Ordinance is necessary to protect the public safety, health, and welfare of the City of Kingsville.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF KINGSVILLE, TEXAS:

I.

THAT Sections 15-1-6, 8, 11, 23, and 40 of Article 1: Building Regulations of Chapter XV, Building Code, of the Code of Ordinances of the City of Kingsville, Texas, shall be amended to read as follows:

§ 15-1-6 SCHEDULE OF PERMIT FEES.

- (A) On all repairs or alterations to existing buildings or on construction of other than buildings, fees will be based on a flat fee as restated in subdivision (B)(1) hereof shall apply.
- (B) The permit fee for all new buildings or additions to existing buildings where the floor area is increased, shall be as follows:
- (1) (a) Permit fees for remodeling, repair, or alterations to existing buildings will be charged on a flat fee basis. A project with one inspection or more, if necessary, (that is not a re-inspection) will be charged a flat fee of \$100.00 dollars. Duplexes, apartments, hotels, and motels shall be charged an additional fee of \$10.00 per unit. Permit fees for roof repairs shall be charged a permit fee of ~~\$0.06~~ \$0.08 per square foot. When the work performed does not meet the code requirements and a reinspection is required, a reinspection fee of \$50.00 will be charged for each the first reinspection, the second reinspection fee will be \$100.00; the third reinspection fee will be \$150.00.
- (b) Permit fees; new buildings and additions.
1. All buildings shall be charged a permit fee of \$0.30 per square foot. The minimum fee shall be \$25. Duplexes, apartments, hotels, and motels shall be charged an additional fee of \$10.00 per unit. A

Construction Site Office shall be charged a permit fee based on inspection and review requirements.

2. In applying paragraph 1. of this subdivision (b), square footage shall be determined by including each floor level including basements and cellars, mechanical rooms, storage areas, lofts, balconies, porches, sun decks, covered patios, breezeways, carports, garages, sheds and other similar areas.
3. *Moved buildings or structures.* A fee of \$0.20 per square foot shall be charged for the issuance of any permit for a moved building or structure.

(c) A plan review fee shall be paid upon submission of permit for review as listed below. These fees will be credited to any plan review or administrative fees set forth in later sections of this ordinance, should those fees be in excess of the fees stated below:

1. \$250.00 for new single family or two-family residential construction and a \$35 permit fee.
2. \$500.00 for new multi-family residential
3. \$500.00 for new commercial construction and a \$100 permit fee
4. \$25.00 for any plumbing, mechanical or electrical permit.
5. \$25.00 for any accessory building
6. \$25.00 and \$0.20/square foot for signs
7. \$25.00 and \$0.30/square foot for residential remodel
8. \$25.00 for commercial tenant finish out
9. ~~\$35.00~~ \$50.00 fence permit.
10. \$75.00 for a permit renewal
11. \$125.00 (review fee) and \$0.30/square foot for any commercial remodel.

- (2) *Moving buildings or structures.* A fee of \$110.00 shall be charged for the issuance of any permit for the moving of a building or structure.
- (3) *Demolition of building or structure.* A fee of \$75.00 shall be charged for issuing a permit for the demolition of any building or structure.
- (4) *Plan-checking fee.* A plan-checking fee shall be paid at the time of submitting plans and specifications for review of commercial projects. The plan-checking fee shall be equal to one-half of the building permit fee as set forth in § 109 of the *International Building Code*. Such plan-checking fee is in addition to the building permit fee. A Plan Update or Revision fee shall be charged equal to 50% of the original Plan Review fee and shall be payable upon submission of update or revision.
- (5) *Starting work without permit.* Where work for which a permit is required by this code is started or proceeded with prior to obtaining the permit, the fees herein specified shall be doubled, but the payment of such double fee shall not relieve any persons from fully complying with the requirements of this code in the execution of the work nor from any other penalties prescribed herein.
- (6) *Investigation fee.* The fee for any investigation required for building construction is equal to the cost of the plan review.

- (7) *After hours inspection fee.* The cost of performing and inspection after regular business hours is equal to \$50.00 per hour with a 2 hour minimum charge.
- (8) *Reinspection fee.* When the work performed does not meet the code requirements and a reinspection is required, a fee of \$50.00 will be charged for each reinspection.
- (9) *Refunds on permits.* No refund will be granted on individual permit fees assessed at the minimum fee amount for a specific type of permit. Refunds of permit fees greater than minimum fee amounts may be made at a rate not to exceed 75% of that portion of the fee in excess of the minimum fee amount provided: (a) no work has commenced, (b) no inspections have been made, and the refund claim is submitted within 180 days after the issuance of the permit. Refund claims must be submitted in writing with a copy of the permit receipt.

...

§ 15-1-8 SWIMMING POOLS; ENCLOSURE REQUIRED.

Prior to first filing and final inspection, all swimming pools shall be completely enclosed by a barrier in compliance with section 305 of the 2018 International Swimming Pool and Spa Code. The fence or screen enclosure of the pool shall be at least four feet in height and shall not exceed six feet in residential pools. Openings in the fence shall not permit the passage of a four-inch diameter sphere. The fence or screen enclosure shall be equipped with self-closing and self-latching gates. The pool application fee is \$25 (review fee) and \$0.30/square foot.

...

§ 15-1-11 CERTIFICATE OF OCCUPANCY REQUIRED.

- (A) The Building Official shall have the authority to suspend water, electricity, gas or other public utilities if a Certificate of Occupancy is not provided or is revoked.
 - (B) There shall be two types of certificates of occupancy. These shall be designated as an Interim Certificate of Occupancy and a Permanent Certificate of Occupancy.
 - (1) An Interim Certificate of Occupancy may be issued by the Building Official for use in necessary construction. The fee for an interim Certificate of Occupancy shall be \$3.00 per day for the first 30 calendar days; \$6.00 per day for the second 30 calendar days; and \$10.00 per day for each calendar day thereafter. The fees for such Interim Certificate of Occupancy shall be tendered prior to the issuance of such Interim Certificate of Occupancy. The Interim Certificate of Occupancy shall be valid a maximum of 180 days unless approved in writing by the Building Official.
 - (2) A Permanent Certificate of Occupancy shall be issued when the Building Official determines that the proposed structure meets all applicable laws and ordinances, and not before. The fee for a Permanent Certificate of Occupancy shall be \$25.00 \$75.00. An additional fee of \$15.00 per floor shall be charged for multi-story buildings. A Permanent Certificate of Occupancy shall not be subject to renewal, and shall be valid as long as the premises for which it was issued meets all applicable codes and utility services are not terminated for any reason to such premises, whichever occurs first.
- ...

§ 15-1-23 SCHEDULE OF PERMIT FEES.

The permit fees for all new buildings, or additions to existing buildings where the floor area is increased, shall be as follows:

- (A) ~~Except for a specific fee set forth below, permit fees for remodeling or alterations to existing buildings costing in excess of \$100.00 shall be charged a permit fee of \$0.15 per square foot. Duplexes, apartments, hotels and motels shall be charged an additional fee of \$10.00 per unit.~~

Plumbing Permit Fees	
For each issuing permit	\$25.00
Plus the following when provided:	
- For each plumbing fixture, floor drain or trap, including water and drainage piping	2.50
- For each house sewer	10.00
- For each house sewer having to be replaced or repaired	10.00
- For each cesspool	10.00
- For each septic tank and seepage pit or drainfield	10.00
- For each water heater and/or vent	10.00 15.00
- For installation, alteration or repair of water piping and/or water-treating equipment	5.00
- For repair or alteration of drainage or vent piping	5.00
For vacuum breakers or backflow protective devices installed subsequent to the installation of the piping or equipment served:	
- One to five	2.50
- Over five, each	1.50
Investigation fee	Permit fee

Reinspection fee	1 st = 50.00, 2 nd = 100, 3 rd = 150
Outside city limits fee	25.00 plus permit fee
The permit fee shall be doubled and \$150 assessed, if work is started before the permit is issued.	

- (B) *Permit fees for new buildings and additions.* All buildings shall be charged a permit fee \$0.15 per square foot. The minimum fee shall be \$20.00. Duplexes, apartments, hotels and motels shall be charged an additional fee of \$10.00 per unit.
- (C) *Moved buildings or structures.* A fee of \$0.15 per square foot shall be charged for the issuance of any permit for a moved building or structure.
- (D) *Refunds on permits.* No refund will be granted on individual permit fees assessed at the minimum fee amount for a specific type of permit. Refunds of permit fees greater than minimum fee amounts may be made at a rate not to exceed 75% of that portion of the fee in excess of the minimum fee amount provided: (1) no work has commenced, (2) no inspections have been made, and (3) the refund claim is submitted within 180 days after the issuance of the permit. Refund claims must be submitted in writing with a copy of the permit receipt.

§ 15-1-40 SCHEDULE OF PERMIT FEES.

- (A) The fees for gas permits as set forth in Section 106.6:2 of the International Fuel Gas Code, 2018 Edition, are hereby established. A separate permit is required for each address.

Schedule of Permit Fees	
For issuing each permit	\$25.00
One to four outlets (inclusive)	\$10.00
Each additional outlet	\$1.00
Conversion burners, floor furnaces, incinerators, boilers, central heating, or air conditioning	\$10.00
Each additional	\$1.00

Vented wall furnaces and water heaters (first unit)	\$10.00 15.00
Each additional	\$5.00
Reinspection fee	\$50.00

- (B) If any person commences any work before obtaining the necessary permit and inspection, fees shall be doubled ~~and \$150. assessed~~; and any and all fees shall be paid by the person to whom the permit is issued.
- (C) If the inspector determines that public safety has been endangered, a complaint shall filed in Municipal Court. Upon receiving a conviction, the person shall have their license revoked as follows:
- (1) 1st conviction 3 months revocation
 - (2) 2nd conviction 6 months revocation
 - (3) 3rd conviction 12 months revocation
 - (4) 4th conviction 2 year revocation
 - (5) 5th conviction permanently revoked

...

II.

THAT Section 15-6-126 of Article 6: Zoning of Chapter XV, Building Code, of the Code of Ordinances of the City of Kingsville, Texas, shall be amended to read as follows:

...

§ 15-6-126 PERMITS.

(A) All signs and banners are required to be permitted prior to installation. See Texas Election Code Section 259.003 to determine if a political sign needs a permit.

(B) *Exempt signs.* The following signs are exempt from the permit requirements of these sign regulations. No sign, including exempt signs, may be posted within a street right-of-way without written approval from the Director of Public Works or his designee.

- (1) Advertising and identifying signs located on currently licensed vehicles such as taxicabs, buses and trucks, as well as on bus benches, except for those vehicle signs prohibited under § 15-6-121;

(2) Any legal or public notice or warning required by a valid and applicable federal, state or local law, regulation or ordinance;

(3) *Noncommercial signs in all zoning districts, including but not limited to religious and social commentary signs and personal emblems.* Such signs shall be no greater than nine square feet in area within a residential zoning district or 32 square feet in a nonresidential district and may be free standing or attached flat against a wall so long as they are not painted directly on a structure. Political signs may be placed no more than 90 days prior to the election and can remain throughout the period of primary elections to the conclusion of the general election for those who are still viable political candidates. Upon the completion of the general election all political signs must be removed within ten days after said election. See Texas Election Code Section 259.003 for other political sign regulations.

(4) Holiday and seasonal lights and decorations with no commercial message;

(5) Signs advertising temporary activity on the property such as sale, rent or lease of the property; construction; grand openings; garage and yard sales; and special events and which meet the following requirements:

a. One sign shall be permitted on the property at any one time and shall be removed within 48-hours following the end of the temporary activity or event.

b. May be either installed flat against a structure or affixed in the ground as a freestanding sign.

c. In residential zoning districts, the maximum size shall be nine square feet.

d. In nonresidential zoning districts, the maximum size shall be 32 square feet.

(C) Temporary signs generally, except as otherwise permitted in this sign code, are not classified as exempt signs under § 15-6-126 of the sign code; therefore temporary signs shall:

(1) Obtain a sign permit to be valid for 30 consecutive days, and no more than two temporary sign permits shall be issued for each business per any 180 day period;

(2) Not be placed in street rights-of-way or otherwise diminish public safety such as placement in an intersection visibility triangle;

(3) Not be mounted on a roof or above the roofline;

(4) Not be artificially illuminated; and

(5) Be a maximum of 20 square feet in area when located in residential zoning districts (R3 & R4 districts only);

(6) Be a maximum of 100 square feet in area when located in nonresidential zoning districts;

(7) Be limited to one sign per parcel for each street frontage.

(8) Signs advertising a temporary event may be placed no more than 60 days prior to the event and shall be removed no later than 10 days after the event has ended.

Permit fees will be as follows: ~~\$0.20 per square foot, with a minimum permit fee of \$15.00~~ \$25 (review fee) and \$0.20/square foot.

(Ord. 97041, passed 12-8-97; Ord. 98003, passed 2-23-98; Ord. 98013, passed 7-13-98; Ord. 200022, passed 11-20-00; Ord. 2013-32, § I, passed 7-22-2013; Ord. 2019-12, § I, passed 4-8-2019; Ord. 2024-15, § I, passed 2-26-24)

...

III.

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

IV.

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.

V.

THAT this Ordinance shall be codified and become effective on and after adoption and publication as required by law.

INTRODUCED on this the 12th day of September, 2024.

PASSED AND APPROVED on this the 23rd day of September, 2024.

Effective Date: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #5

ORDINANCE NO. 2024-_____

AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES CHAPTER XV, ARTICLE 1, BUILDING REGULATIONS, SECTION 152, REVISING THE FEE FOR SWIMMING POOLS PERMITS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

WHEREAS, the cost to provide the service has increased over the past few years;

WHEREAS, this Ordinance is necessary to protect the public safety, health, and welfare of the City of Kingsville.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF KINGSVILLE, TEXAS:

I.

THAT Section 15-1-152 of Article 1: Building Regulations of Chapter XV, Building Code, of the Code of Ordinances of the City of Kingsville, Texas, shall be amended to read as follows:

...

§ 15-1-152 LICENSES AND PERMITS REQUIRED; FEES.

- (A) It shall be the duty of every contractor who shall make contracts for the construction or installation, repair or alteration of swimming pools to pay a license fee of \$125.00 annually and have a copy of the same on file with the Building Department, giving full name, residence and place of business, phone number, and, in case of removal from one place to another, to have made corresponding changes in the file accordingly.
- (B) All persons performing swimming pool work for which a permit is required by this subarticle must secure a permit prior to starting work. Fees listed in § 105 of the Swimming Pool and Spa Code, 2018 Edition, are hereby adopted with the following amendment: For issuing each permit it shall cost ~~\$10.00~~ \$25 (review fee) plus \$0.30/square foot.
- (C) If any person starts work without a permit, the permit fee shall be equal to the cost of the permit times the number of incidents the person has not obtained a permit prior to commencing work.
- (D) If the inspector determines that public safety has been endangered, a complaint shall be filed in Municipal Court. Upon receiving a conviction, the person shall have their license revoked as follows:
 - (1) 1st conviction three months revocation;

- (2) 2nd conviction six months revocation;
- (3) 3rd conviction 12 months revocation;
- (4) 4th conviction two year revocation;
- (5) 5th conviction permanently revoked.

(1962 Code, § 4-12-3; Ord. 99015, passed 3-15-99; Ord. 200022, passed 11-20-00)

Cross reference— Penalty, see § 1-1-999.

...

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 be codified and become effective on and after adoption and publication as required by law.

V.

THAT nothing in this ordinance or in the Swimming Pool and Spa Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

INTRODUCED on this the 12th day of September, 2024.

PASSED AND APPROVED on this the 23rd day of September, 2024.

Effective Date: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #6

ORDINANCE NO.2024-_____

AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES CHAPTER IX, ARTICLE 10-STREETS AND SIDEWALKS, SECTION 35-PERMIT REQUIRED; FEE, PROVIDING FOR CHANGE TO FEES; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

WHEREAS, the cost to provide the services has increased since the fees were last adopted;

WHEREAS, this Ordinance is necessary to protect the public safety, health, and welfare of the City of Kingsville.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF KINGSVILLE, TEXAS:

I.

THAT Section 9-10-35 of Article 1: Streets and Sidewalk Requirements of Chapter XV, General Regulations, of the Code of Ordinances of the City of Kingsville, Texas, shall be amended to read as follows:

...

§ 9-10-35. PERMIT REQUIRED; FEE.

It shall be unlawful for any person other than a municipal employee to excavate, cut, construct, reconstruct, alter, remove, repair or replace any street, avenue, alley or other public way, without first securing a permit from the Building Official. All work performed under a permit so issued shall conform to current standards and specifications as contained in this article. A permit shall be valid for a period of ten days, unless specified for a longer period, which shall not exceed 30 days. Permits may be renewed as necessary. A fee for each permit shall be collected as follows:

Driveway/curb out.\$15 50

Sidewalk/curb/gutter.\$10 50 per lot

(1962 Code, § 9-2A-1; Ord. 85027, passed 9-23-85; Ord. 200022, passed 11-20-00)

Cross reference— Penalty, see § 1-1-99.

...

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 be codified and become effective on and after adoption and publication as required by law.

INTRODUCED on this the 12th day of September, 2024.

PASSED AND APPROVED on this the 23rd day of September, 2024.

Effective Date: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #7

ORDINANCE NO. 2024-_____

AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES SECTION 9-7-6 ABATEMENT OF NUISANCE LOTS; ADMINISTRATIVE FEES, PROVIDING FOR REVISION OF ADMINISTRATIVE FEES; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

WHEREAS, the cost to provide these services has gone up since this ordinance was last amended;

WHEREAS, this Ordinance is necessary to protect the public safety, health, and welfare of the City of Kingsville.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF KINGSVILLE, TEXAS:

I.

THAT Sections 9-7-6 of Article 7: Nuisances of Chapter IX, General Regulations, of the Code of Ordinances of the City of Kingsville, Texas, shall be amended to read as follows:

...

§9-7-6 ABATEMENT OF NUISANCE LOTS; ADMINISTRATIVE FEES

For each abatement of nuisance lots that are in violation of § 9-7-1 through § 9-7-3 of this code, the administrative fee for abatements of administration is \$150.00 \$300 for the first abatement, \$400 for the second abatement, and \$500 for the third abatement at the same location. This fee is to cover the labor, fuel, vehicle expenses, photographic expenses, notice and postage expenses from the initial inspection through the time of abatement and submittal for invoicing.

(Ord. 2014-08, § 1., 3-10-14; Ord. No. 2020-11, passed 1-27-20)

.....

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 be codified and become effective on and after adoption and publication as required by law.

INTRODUCED on this the 12th day of September, 2024.

PASSED AND APPROVED on this the 23rd day of September, 2024.

Effective Date: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #8

City of Kingsville Downtown

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Alicia Tijerina, Downtown Manager/Special Events Coordinator

DATE: September 11, 2024

SUBJECT: Request for City Support for Events & Parades

Summary:

The City Commission has a tradition of granting support for certain community parades and events that are held each year downtown. Instead of bringing these as individual agenda items, it is requested that the City Commission waive the street closing fees and support costs for the attached listing of parades and events for this fiscal year.

Background:

For any event requiring temporary closure of one or more streets, City ordinances require a fee to be paid for the requisite street closure(s) and require that City be reimbursed any actual costs and expenses incurred by them in support of the event. Ordinances also allow the City Commission to waive these requirements. Event organizers are still required to comply with all City ordinances and state laws with regards to health and safety issues. And are still required to submit a request for a permit for the required street closure(s).

Financial Impact:

The total parade/event costs to the City for FY 2024-2025 is \$18,960 of which \$300 are street closing fees.

Recommendation:

It is recommended that street closing fees be waived and the services provided by the City in support of these parades and events be considered as in-kind sponsorship.

DOWNTOWN PARADES & EVENTS REQUIRING STREET CLOSURES FY 2024-2025

HM King High School Homecoming Parade, Sept./Oct. 2025, 6:30 pm, Kleberg Ave. (Date TBD)

Main Street Monthly Wine Walk, Sat., Oct. 25, 2025, Kleberg Ave. (Time TBD)

Imagine the Possibilities Tour, TBD

Veteran's Day Parade, Nov. 2024, Time TBD Kleberg Avenue

Ranch Hand Festival, Tree Lighting, Wine Walk & Street Dance, Fri., Nov. 22, 2024, 5-10 pm,
100-400 blocks E. Kleberg

Ranch Hand Festival, Sat., Nov. 23, 2024, 9 am – 4 pm, 100-400 blocks E. Kleberg, Yoakum &
surrounding streets

Children's Day, Sat., Dec. 7, 2024, 10:00 am – 2:30 pm, Alarcon St. & Downtown Pavilion

Holiday Sip & Shop, Sat., Dec. 7, 2024, 2-6pm Kleberg Avenue

La Posada de Kingsville Parade, Dec. 7, 2024, 7 pm, Kleberg & Yoakum Avenues

Main Street Monthly Wine Walk, Sat., Feb. 22, 2025 5-9pm Kleberg Avenue

Main Street Monthly Wine Walk, Sat., Mar. 22 5-9pm Kleberg Avenue

Kleberg-Kenedy County Junior Livestock Show Parade, Jan. 2024, 10 am, Kleberg Ave.

MLK Day Parade & Celebration, Mon., Jan. 20, 2025, 11 am, Kleberg Ave.

PDAP (Palmer Drug Abuse Program) Drug Free Walk, Sat., April 2024 (TBD), Yoakum Ave.

Kleberg County Attorney's Annual Easter, April 2024 TBD

Festival de la Loteria, Sat., April 26, 2025 10 am – 4 pm, Kleberg Ave.

CrossFit Kingsville Competition, Sat., June 2024 (Date TBD)

4th of July Parade & Concert Celebration, Sun.-Tues., July 4-6, 2025, Kleberg Ave. & Downtown
Pavilion (Actual date of concert TBD)

5K Run Walk, August 2024 Date & TBD

Main Street Monthly Wine Walk, Sat., Sept. 27, 2025 TBD Kleberg Avenue

HM King Homecoming Parade, Sept.-Oct. 2025, Date & Time TBD, Kleberg & Yoakum Avenues

PARADE COSTS TO THE CITY FY 2023 - 2024

Community Parades (5)

Veteran's Day Parade, Nov. 2025

Kleberg-Kenedy County Junior Livestock Show Parade, Jan. 2025

MLK Day Parade, Jan. 2025

4th of July Concert & Parade, July 4-6, 2025 (TBD)

HM King High School Homecoming Parade, Sept/October. 2025 Date TBD

Public Works

Barricades: Build-up & Tear-down \$30/hr. (10 men/6hrs) = \$1,800

Parade permit = 0

Cost of \$1,800 per parade

Christmas Parade & Wine Walk (1)

La Posada Parade & Children's Day, Dec. 7, 2024

Holiday Sip & Shop, Dec. 7, 2024

Public Works

Barricades: Build-up & Tear-down \$30/hr. (15 men/6hrs) = \$2,700

Trash & Recycling: Delivery/Pickup/Dumping \$10 (x20) = \$200

Dumpsters: \$30 (x3) = \$90

Parade permit = \$0

Cost of \$2,990

Total parade costs \$11,990

EVENT COSTS TO THE CITY FY 2024 – 2025

COMMUNITY EVENT (11)

Kingsville Wine Walk, October 26, 2024, February 22 & March 22, 2025

Public Works

Barricades: Build-up & Tear-down \$30/hr (3men/4hrs) x 3 = \$1,080

Trash & Recycling: Delivery/Pickup/Dumping \$10 each x 3 containers x 3 = \$90

Street closing permit for large events = \$0

Cost of \$1,170

Imagine the Possibilities Tour, TBD (Done within other event)

Public Works

Cost of \$0

Ranch Hand Festival, Nov. 22-23, 2024

Public Works

Barricades: Build-up & Tear-down \$30/hr (10men/8hrs) = \$2,400

Trash & Recycling: Delivery/Pickup/Dumping \$10 each x 20 containers x 2 = \$400

Cost of \$2,800

Kleberg County Attorney's Easter Bash, April 2025 (TBD)

Public Works

Barricades: Build-up & Tear-down \$30/hr (3men/2hrs) = \$180

Trash & Recycling: Delivery/Pickup/Dumping = \$0

Street closing permit for large events = \$0

Cost of \$180

PDAP Walk, April 2025 (TBD)

Public Works

Barricades: Build-up & Tear-down \$30/hr (3men/4hrs) = \$360

Trash & Recycling: Delivery/Pickup/Dumping \$10 each x 3 containers x 2 = \$60

Street closing permit for large events = \$0

Cost of \$420

Festival de la Loteria, April 26, 2025 (10am – 4pm)

Public Works

Barricades: Build-up & Tear-down \$30/hr (3men/4hrs) = \$360

Trash & Recycling: Delivery/Pickup/Dumping \$10 each x 3 containers x 2 = \$60

Street closing permit for large events = \$0

Cost of \$420

CrossFit Kingsville Competition, June 2025 (TBD)

Public Works

Barricades: Build-up & Tear-down \$30/hr (3men/2hrs) = \$180

Trash & Recycling: Delivery/Pickup/Dumping \$10 each x 2 containers = \$20

Street closing permit = \$0

Cost of \$200

4th - 6th of July Concert, 2025 (Exact dates TBD)

Public Works

Barricades: Build-up & Tear-down \$30/hr (2 men/2hrs) = \$120

Street Closing Event permit = \$150

Trash & Recycling: Delivery/Pickup/Dumping \$10 each x 10 containers = \$100

Cost of \$370

5K Run/Walk August 2025 (Exact dates TBD)

Public Works

Barricades: Build-up & Tear-down \$30/hr (10men/4hrs) = \$1,200

Street Closing Event permit = \$150

Trash & Recycling: Delivery/Pickup/Dumping \$10 each x 6 containers = \$60

Cost of \$1,410

TOTAL EVENT COSTS \$6,970

REGULAR AGENDA

AGENDA ITEM #9

City of Kingsville
Parks & Recreation Department

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Susan Ivy, Director of Parks & Recreation

DATE: September 11, 2024

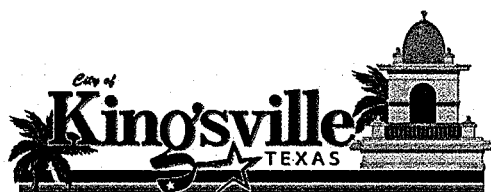
SUBJECT: Agenda Request – Proclamation for Arbor Day in Kingsville

Summary: We are requesting that City Commission authorize the attached Proclamation designating November 1, 2024 as Arbor Day in Kingsville, Texas.

Background: Last year the Arbor Day Foundation designated Kingsville has an official Tree City USA City. This requires some monitoring, tree planting and participation in the annual Arbor Day celebration. Keep Kingsville Beautiful along with the City of Kingsville and other entities have an annual event where native trees purchased by KKB are given away and planting information is discussed for successful growth. Other tree planting projects are in the works as well. The proclamation submitted will formally designate November 1, 2024 as Arbor Day in Kingsville.

Financial Impact: This will have no financial effect.

Recommendation: Approve the Proclamation as presented.





TREE CITY USA®
An Arbor Day Foundation Program

*** OFFICIAL PROCLAMATION ***

WHEREAS in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees, *and*

WHEREAS this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, *and*

WHEREAS Arbor Day is now observed throughout the nation and the world, *and*

WHEREAS trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife, *and*

WHEREAS trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, *and*

WHEREAS trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, *and*

WHEREAS trees — wherever they are planted — are a source of joy and spiritual renewal.

NOW, THEREFORE, I, Sam R. Fugate, Mayor of the City of Kingsville, Texas, do hereby proclaim November 1, 2024 as **ARBOR DAY**

In the City of Kingsville, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, *and*

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

DATED THIS 23rd day of September, 2024

Mayor _____

AGENDA ITEM #10

**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: September 12, 2024

SUBJECT: Consider and Approve Resolution Adopting the Hazard Mitigation Action Plan with Kleberg County

Summary:

We are seeking the City Commission's approval to adopt the Hazard Mitigation Action Plan (HMAP) in partnership with Kleberg County. The 2024 Kleberg County Multi-Hazard Mitigation Plan is a critical document that outlines our region's strategy to reduce or eliminate long-term risks to life, property, and infrastructure from natural hazards. The adoption of this plan by the City of Kingsville will not only reinforce our commitment to public safety but also position the City to secure state and federal funding for future mitigation projects.

This plan specifically identifies and addresses a wide range of natural hazards that pose a significant threat to our community. The City of Kingsville will focus on mitigating the following hazards:

- Flooding
- Hurricanes, Tropical Storms, and Depressions
- Wildfire
- Tornados
- Drought
- Extreme Cold
- Extreme Heat
- Hailstorm
- Winter Storm
- Severe Winds
- Lightning
- Dam/Levee Failure

These hazards have been carefully selected based on historical data and potential future impacts, ensuring that our mitigation efforts are both targeted and effective. By adopting this plan, the City will be better prepared to protect its residents and resources from the adverse effects of these natural events.



**City of Kingsville
Engineering Dept.**

Background:

The previous Hazard Mitigation Action Plan, adopted in 2018, expired in March 2023. This update is essential to maintain our eligibility for hazard mitigation grants and to continue our proactive approach to disaster preparedness. The 2024 plan reflects new data, lessons learned from recent events, and changes in state and federal guidelines. It also incorporates the City of Kingsville's evolving priorities in addressing the threats posed by natural hazards.

One key change in the 2024 plan is the exclusion of certain hazards that were previously considered but have shown negligible or non-existent impacts in our region. Specifically, the City of Kingsville and Kleberg County will not focus on Coastal Erosion, Inland Erosion, Land Subsidence, Earthquakes, and Expansive Soils. These hazards have been determined to pose minimal risk based on current evidence, allowing us to concentrate resources on more pressing concerns.

Financial Impact:

There is no direct financial impact associated with the approval of this resolution. However, adopting the HMAP will enhance the City's eligibility for state and federal grant programs, which could provide substantial funding for future mitigation projects, potentially saving the City millions of dollars in disaster-related expenses.

Recommendation:

Staff strongly recommends the approval of the attached resolution adopting the Hazard Mitigation Action Plan with Kleberg County. This approval will not only reinforce the City's commitment to public safety but also enhance its eligibility for state and federal grant programs, which could provide substantial funding for future mitigation projects, potentially saving the City millions of dollars in disaster-related expenses.

Attachments:

Resolution

Participating Jurisdiction

Table 1: List of Hazards Addressed



Table 1: List of Hazards Addressed

Hazard	Jurisdiction	
	Kleberg County	City of Kingsville
Flooding	X	X
Hurricanes, Tropical Storms, and Depressions	X	X
Wildfire	X	X
Tornados	X	X
Drought	X	X
Extreme Cold	X	X
Extreme Heat	X	X
Hailstorm	X	X
Winter Storm	X	X
Severe Winds	X	X
Lightning	X	X
Additional Optional Hazards		
Coastal Erosion	X	
Inland Erosion		
Land Subsidence		
Earthquakes		
Expansive Soils		
Dam / Levee Failure	X	X

Omission Statements

Kleberg County and the participating jurisdictions will not be addressing the following hazards: Inland Erosion, Land Subsidence, Earthquakes, and Expansive Soils. The City of Kingsville will not be addressing Coastal Erosion, only Kleberg County will profile this natural hazard. The history of impacts for all the omitted hazards have been negligible (or non-existent), therefore the County and participating jurisdictions expects that future impacts will be negligible as well. The County and participating jurisdictions do not anticipate applying for grant funding to address any of them.

1. Introduction and Background

1) Participating Jurisdictions

The 2024 Kleberg County Hazard Mitigation Action Plan (HMAP) is an update of the County's most recent 2018 plan that expired in March 2023. The 2018 plan previously included Kenedy County as a participating jurisdiction, however the jurisdiction is not a participant for the Plan Update. As of now, this 2024 Hazard Mitigation Action Plan Update includes two participating jurisdictions: Kleberg County and the City of Kingsville.

2) Hazards to be Addressed

Previously, the expired 2018 HMAP identified 13 natural hazards facing the County: hurricanes/tropical storms, drought, hailstorm, flooding, tornados, windstorms, wildfire, severe winter storm, extreme heat, expansive soils, dam failure, lightning, and coastal erosion.

The mitigation planning regulation of the Disaster Mitigation Act¹ requires that mitigation plans be reviewed and updated every five years to maintain eligibility for mitigation grant funding. As part of this plan, Kleberg County will develop a schedule to ensure that its hazard mitigation plan is regularly updated.

The 2024 Kleberg County Hazard Mitigation Action Plan update will address the following 13 natural hazards identified in the State of Texas' 2018 Hazard Mitigation Plan as threats throughout the state. Each participating jurisdiction will address the following natural hazards listed below in Table 1.

¹ 44 CFR §201.6(d)(3)

RESOLUTION #2024-_____

A RESOLUTION OF THE CITY OF KINGSVILLE, TEXAS ADOPTING THE FEMA APPROVED KLEBERG COUNTY AND CITY OF KINGSVILLE, TEXAS MULTI-HAZARD MITIGATION PLAN.

WHEREAS, the City of Kingsville (“City”) recognizes the threat that natural hazards pose to people and property within the City; and

WHEREAS, the City last approved a Multi-Hazard Mitigation Plan, which it prepared with Kleberg County, on February 12, 2018 via Resolution #2018-11;

WHEREAS, the City and Kleberg County have worked together to create an updated Multi-Hazard Mitigation Plan for themselves and their participants which is in accordance with the Disaster Mitigation Act of 2000; and

WHEREAS, the City of Kingsville, Texas Multi-Hazard Mitigation Plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in the plan from impacts of future hazards and disasters; and

WHEREAS, adoption by the City Commission demonstrates the City’s commitment to hazard mitigation and achieving the goals outlined in the Plan; and

WHEREAS, adoption of this plan will make the City of Kingsville eligible to apply for current open and future Hazard Mitigation Grants; and

WHEREAS, a Hazard Mitigation Plan will provide guidance to Participating Jurisdictions, but does not require a specific financial commitment by the Participating Jurisdiction.

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

I.

THAT the City of Kingsville, Texas hereby adopts the FEMA approved Kleberg County and City of Kingsville, Texas Multi-Hazard Mitigation Plan.

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 23rd
day of September, 2024.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #11

City of Kingsville
Public Works Department

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: William Donnell, Public Works Director

DATE: September 18, 2024

SUBJECT: Contract Emergency Repairs for the North and South Wastewater Treatment Plants

Summary:

This item authorizes the contract with Global WET LLC for emergency repairs for the Wastewater Department's Ultraviolet Light Disinfection System for North and South Wastewater Treatment Plants (WWTP).

Background:

On August 19, 2024, the City of Kingsville City Commission approved the reallocation of \$586,021.99.00 of unspent ARP funding for emergency repairs to the Ultraviolet (UV) Light Disinfection System of both of its WWTP's. A UV Light Disinfection System is critical for the proper functioning of the WWTP's and to maintain TCEQ permit compliance. During the last tropical storm, the North WWTP experienced an unusual amount of water overflow causing the existing UV Light System to have an electrical short and go offline. The electrical short caused severe damage to the module wiring and ballasts resulting in a repair quote of \$289,000 for an already outdated system. The UV Light Disinfection System at the South WWTP is also outdated and starting to fail. Global Wet of Austin, Texas has been working with staff to keep the existing UV Light Disinfecting Systems operating. At that time, staff advised Commission that upon the future approval of a contract, Global Wet will receive the working specifications and data to prepare and install new UV Light Disinfection Systems and that the total amount of the new UV Lighting Systems for both North and South WWTP's would be \$ 907,810.00.

Staff has requested and received approval for funding for this project at the August 19, 2024 City Commission meeting for the emergency repairs to install new Ultraviolet Light Disinfection Systems for the North and South Wastewater Treatment Plants.

Financial Impact:

Sources of funding: \$105,000.47 Fund 123 ED Grant Program
 \$240,990.52 Fund 121 Parks ARP Allotment
 \$240,031.00 Fund 125 UF ARP Funding



**City of Kingsville
Public Works Department**

\$119,000.00 Fund 051 Insurance Check #1

\$ 66,950.85 Fund 051 BA Reserve Line Item

\$171,837.16 Fund 051 Fund Balance (\$124,000 will be

reimbursed by the Insurance Check #2 resulting in Fund 051 FB of \$47,837.16)

Total Source of Funding **\$943,810.00**

Recommendation:

Staff requests approval of the contract with Global WET LLC for the emergency repairs to install new Ultraviolet Light Disinfecting Systems at the North and South Wastewater Treatment Plants.



ORDINANCE NO. 2024-55

AN ORDINANCE AMENDING THE FISCAL YEAR 2023-2024 BUDGET TO APPROPRIATE ARP FUNDING FOR THE WASTEWATER TREATMENT PLANT UV LIGHT SYSTEM EMERGENCY 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#57**

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 123 - EDC ARP Funding					
Expenditures - 5					
1060	Econ Dev	Economic Dev Program	34900		\$105,000.47
6900	Transfer	Transfer to Fund 125	80125	\$105,000.47	
Fund 121 – GF ARP Funding					
Expenditures					
4503	Parks	Dick Kleberg Park	59113		\$140,000.00
4503	Parks	Dick Kleberg Park	59113		\$100,990.52
6900	Transfers	Transfer to Fund 125	80125	\$240,990.52	
Fund 125 – UF ARP Funding					
Revenues					
0000	Transfers	Transfer from Fund 123	75123	\$105,000.47	
0000	Transfers	Transfer from Fund 121	75121	\$240,990.52	
Expenditures					
6001	Water	Building	71300		\$150,000.00
6001	Water	Machinery & Equipment	71200		\$90,031.00
7001	Wastewater	Utility Plant	54300	\$586,021.99	
Fund 051 – Utility Fund					

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Revenues					
7000	Wastewater	Insurance Recovery	59946	\$243,000.00	
Expenditures					
7001	Wastewater	Budget Amend Reserve	86000		\$66,950.85
7001	Wastewater	Utility Plant	54300	357,788.01	

[To amend the City of Kingsville FY 23-24 budget to appropriate funding for the Utility North and South Wastewater Treatment Plant UV Light System emergency repairs. Funding will come from the unappropriated fund balances of the Economic Development ARP Program Fund 123 and General Fund ARP Fund 121.]

Total Cost of the Project: \$673,560.00 North Plant
 \$270,250.00 South Plant
\$943,810.00 Total for Both Plants

(Utility Plant 54300 Exp – FD 125-\$586,021.99 + FD 051-\$357,788.01)

Sources of Funding: \$105,000.47 Fund 123 ED Grant Program
 \$240,990.52 Fund 121 Parks ARP Allotment
 \$240,031.00 Fund 125 UF ARP Funding
 \$119,000.00 Fund 051 Insurance Check #1
 \$ 66,950.85 Fund 051 BA Reserve Line Item
 \$171,837.16 Fund 051 Fund Balance (\$124,000 will be reimbursed
 By the Insurance Check #2 resulting in
 Fund 051 FB of \$47,837.16)

Total Source of Funding **\$943,810.00**

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.

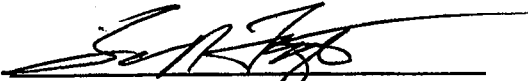
IV.

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 19th day of August 2024.

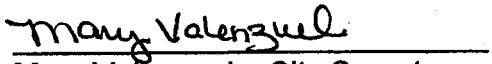
PASSED AND APPROVED on this the 26th day of August 2024.

EFFECTIVE DATE: September 16, 2024



Sam R. Fugate, Mayor

ATTEST:



Mary Valenzuela, City Secretary

APPROVED AS TO FORM:



Courtney Alvarez, City Attorney

RESOLUTION #2024-_____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT WITH GLOBAL WET LLC FOR UV FILTER EQUIPMENT FOR THE KINGSVILLE NORTH AND SOUTH WASTE WATER TREATMENT PLANTS; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville (City) needs to make emergency repairs to the UV Light Filter disinfection equipment at the north and south wastewater treatment plants through Global WET LLC (Vendor) via action approved by City Commission on 8/19/24;

WHEREAS, the City and Vendor worked to prepare a contract for UV Filter Equipment for the Kingsville North and South Waste Water Treatment Plants and the parties both agree to the terms of the proposed contract for a total amount of \$907,810.00;

WHEREAS, staff is recommending the City Commission approve the contract with Vendor as presented for a total amount of \$907,810.00 with a contract time of 175 calendar days;

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

I.

THAT the City Commission approves and the City Manager is authorized and directed as an act of the City of Kingsville, Texas to authorize the City Manager to execute the Contract between the City of Kingsville, Texas and Global WET LLC for UV Filter Equipment for the Kingsville North and South Waste Water Treatment Plants as per staff recommendation and 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
23rd day of September, 2024.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

**Contract Between
the City of Kingsville, Texas (“City”)
and Global WET LLC (“Contractor”)
for UV Filter Equipment for the
Kingsville North and South Waste Water Treatment Plants**

WHEREAS: **CITY OF KINGSVILLE**, (hereinafter referred to as “OWNER”), a Texas home-rule municipal corporation, engages Global WET LLC (hereinafter referred to as “CONTRACTOR”) to perform the “SERVICES” described in the “PROPOSAL” attached as Exhibits A, B, & C to this Agreement.

PART I. SERVICES

- A. The scope and pricing, and performance schedule, for the SERVICES is set forth on the PROPOSAL and related documents. The PROPOSAL has been executed by OWNER and CONTRACTOR, and shall be attached and is hereby made a part of this Services Agreement.
- B. After receiving and verifying the performance bond, payment bond, insurance, disclosure and conflict of interest documents, OWNER shall set a pre-construction meeting and shall authorize notice to proceed and CONTRACTOR shall commence work within 14 days of CONTRACTOR’s receipt of OWNER approved submittals and the properly executed and signed PROPOSAL [along with the initial project payment as outlined in the PROPOSAL].
- C. CONTRACTOR shall be responsible for the professional quality and timely completion of all SERVICES outlined and described in the Project Proposal and Project Specifications. If a conflict exists between the Project Proposal and/or the Project Specifications, the project Proposal will govern for the project.
- D. OWNER and CONTRACTOR have designated points of contact so that any issues or problems may be identified and resolved in the most efficient manner. The OWNER’s contact is William Donnell, and CONTRACTOR’s contact is Joju Abraham.
- E. CONTRACTOR will hold periodic conferences with the OWNER or its representatives throughout the term of the project. CONTRACTOR will keep OWNER informed as to project progress on a regular basis.

- F. CONTRACTOR shall complete the SERVICES within 175 calendar days from the approval of submittals by the OWNER. Should the project be delayed by inclement weather or other circumstances outside of CONTRACTOR's reasonable control, one additional business day will be added to this agreement for each day so delayed. Each day of delay caused by stoppage of work or other failure to timely perform by OWNER will result in an extension of one business day to the target completion date of this project. If the SERVICES are not completed within the time stipulated herein, the CONTRACTOR shall pay to the OWNER as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) the amount of \$200.00 for each calendar day of delay, until the work is completed. The CONTRACTOR and CONTRACTOR'S sureties shall be liable to the OWNER for the amount thereof.
- G. As a component of its SERVICES, CONTRACTOR will also make recommendations regarding the post-project care and maintenance of the work areas. OWNER should be aware that the long-term success of the project depends in large part upon OWNER'S adherence to the recommended care and maintenance.

PART II. OWNER'S RESPONSIBILITIES

- A. OWNER has directed the CONTRACTOR to provide SERVICES as outlined in the PROPOSAL.
- B. Prior to the commencement of the SERVICES, OWNER shall secure any permits needed to have the work performed.
- C. OWNER shall timely perform all of its obligations under this Services Agreement and the PROPOSAL.

PART III. CHANGE ORDERS

- A. The SERVICES may be amended or revised only via written Change Order, executed by OWNER and CONTRACTOR. The OWNER may at any time request changes to the PROPOSAL. If such changes cause an increase or decrease in the CONTRACTOR's cost of, or time required for, performance of any services under the PROPOSAL, an equitable adjustment shall be made and reflected in a properly executed Change Order.
- B. No SERVICES for which an additional compensation will be charged by the CONTRACTOR shall be furnished without a properly executed Change Order signed by OWNER prior to the start of the additional SERVICES.

- C. In the event that there are modifications and/or additions to regulatory requirements relating to the services to be performed under this Agreement after the date of execution of this Agreement, the increased or decreased cost of performance of the services provided for in this Agreement and PROPOSAL shall be reflected in an appropriate Change Order.

PART IV. COMPENSATION TO CONTRACTOR

OWNER agrees to pay CONTRACTOR for SERVICES in accordance with the descriptions, definitions, terms and conditions as set forth herein and in the Exhibits attached hereto and any Change Orders subsequently attached hereto.

PART V. PAYMENTS

See Attachment 3-Exhibit C attached hereto for additional compensation details. After final inspection and the acceptance by the OWNER of all SERVICES under the PROPOSAL, the CONTRACTOR shall prepare the requisition for final payment which shall be based upon the careful inspection of each item of SERVICES at the applicable unit prices stipulated in the PROPOSAL. The total amount of the final payment due the CONTRACTOR under this AGREEMENT shall be the amount computed as described in Attachment 3-Exhibit C less all previous payments. Before paying the final estimate, OWNER shall require the CONTRACTOR to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the PROPOSAL) and services to the CONTRACTOR. The OWNER may make payment in part or in full to the CONTRACTOR without requiring the furnishing of such releases or receipts and any payments made shall in no way impair the obligations of any surety or sureties furnished under this AGREEMENT. Any amount due the OWNER under liquidated damages shall be deducted from the final payment due the CONTRACTOR.

PART VI. INSURANCE

CONTRACTOR agrees to maintain worker's compensation insurance to cover all of its own personnel engaged in performing services for OWNER under this Agreement. CONTRACTOR also agrees to maintain commercial liability insurance covering claims against CONTRACTOR for damages resulting from bodily injury, death or property damage from accidents arising in the course of services performed under this Agreement. OWNER shall be solely responsible for maintaining proper and adequate insurance coverage for its premises and its employees and representatives.

PART VII. MISCELLANEOUS

A. Late Payment

If OWNER fails to make any payment due CONTRACTOR for services, in accordance with Part V herein, within twenty days after receipt of

CONTRACTORS's invoice, thereafter the amounts due CONTRACTOR shall include a charge at the rate of 1% per month starting on the tenth day past the due date, and in addition, CONTRACTOR may, after giving seven days written notice to OWNER, suspend services under this Agreement until he has been paid in full all amounts due him for services.

B. Attorney's Fees

In the event CONTRACTOR's invoices for services are given to an attorney for collection, or if suit is brought for collection, or if they are collected through probate, bankruptcy, or other judicial proceeding, then OWNER shall pay CONTRACTOR all costs of collection awarded by the court, including the reasonable and necessary attorney's fees allowed by law and court costs, in addition to other amounts due, all if ordered by the court; otherwise, each party pays its own costs unless the court orders differently.

C. Mediation

Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to non-binding mediation as a condition precedent to the institution of legal proceedings by either party.

The parties shall share the mediator's fee and any filing fees equally. Each party shall be responsible for its own attorney's fees and any other fees or expenses not stated herein. The mediation shall be held in the county where the project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

- D. The CONTRACTOR does not at the time of this AGREEMENT, nor will it during the course of this AGREEMENT, boycott Israel.

PART VIII. MODIFICATIONS

The written signature of both OWNER and CONTRACTOR shall be required to effect a Change Order or to otherwise amend, modify or extend the terms of this Agreement. Only Joju Abraham, Manager of CONTRACTOR, shall have the authority to execute such change or amendment on behalf of CONTRACTOR.

PART IX. MISCELLANEOUS PROVISIONS

- A. Notice. Notice required by this Agreement may be given or served by depositing the notice in the United States Mail, in certified or registered form, postage prepaid, addressed to the other party, or by delivering the notice in person to the other party.

Notice deposited in the United States Mail in the manner prescribed in this subsection is effective upon deposit. The addresses of the parties are:

City of Kingsville, Texas
Attention: City Manager
P.O. Box 1458
Kingsville, Texas 78364
Telephone: (361) 595-8002
Email: mmclaughlin@cityofkingsville.com

Global WET LLC
Attention: Joju Abraham, Manager
10900 Research Blvd., Suite 160C 65
Austin, Texas 78759
Telephone: (512) 560-9952
Email: jabraham@globalwet.com

B. Effect of Waivers. No waiver by either party of any default, violation, or breach of the terms, provisions, and covenants contained in this Agreement may be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants of this Agreement. Any and all rights and remedies which either party may have under this Agreement, upon any breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other; and no one of them, whether exercised by said party or not, shall be deemed to be an exclusion of any other.

C. Amendment of Agreement. This Agreement may be amended at any time. Any amendment to this Agreement must be in writing and agreed to by the governing bodies of the parties. No officer or employee of any of the parties has authority to waive or otherwise modify the limitations in this Agreement, without the express action of the governing body of the party.

D. Not For Benefit of Third Parties. This Agreement and all activities under this Agreement are solely for the benefit of the parties and not the benefit of any third parties.

E. Exercise of Police Powers. This Agreement and all activities under this Agreement are undertaken solely as an exercise of the police power of the parties, exercised for the health, safety, and welfare of the public generally, and not for the benefit of any particular person or persons. The parties do not have and may not be deemed to have any duty to any particular person or persons.

F. Immunities Not Waived. Nothing in this Agreement waives any governmental, official, or other immunity or defense of any of the parties or their officers, employees, representatives, and agents as a result of the execution of this Agreement and the performance of the covenants contained in this Agreement.

G. Mutual Indemnification: To the extent allowed by the Constitution and Laws of the State of Texas, the CONTRACTOR and OWNER agree that each party assumes any and all risks of liability, loss, damages, claims, or causes of action and related expenses, including attorney fees, caused or asserted to have been caused directly or indirectly by or as the result of the negligent acts or omissions of that party and the officers, employees, and agents thereof.

H. Captions. Captions to provisions of this Agreement are for convenience and shall not be considered in the interpretation of the provisions.

I. Fiscal Obligations. Each party which performs services or furnishes aid under this Agreement must do so with funds available from current revenues of the party, which are subject to annual appropriations.

J. Approval by Governing Bodies. Each party represents that this Agreement has been duly passed and approved by the governing body of the party or that proper power and authority has been delegated by the governing body.

K. Entirety of Agreement. No other oral or written commitments of the parties with respect to the usage of facilities or signage may have any force or effect if not contained in this Agreement or any amendments thereto.

L. Severability. If any provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

M. Validity and Enforceability. If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement continues in full force and effect.

N. Warranty. The individuals executing this agreement on behalf of each party represent and warrant that they are each the duly authorized representatives of such party on whose behalf the individuals are signing, each with full power and authority to bind said party to each term and condition set forth in this agreement.

O. Governing Laws. This Agreement shall be governed by the laws of the State of Texas.

P. Venue. Venue for an action arising under this Agreement is in Kleberg County, Texas.

Q. Effective Date. This Agreement is effective on the date when the last party executes this agreement.

R. Multiple Originals. Two (2) copies of this Agreement are executed; each shall be deemed an original.

PART X. ATTACHMENTS

- Attachment 1- Exhibit A-Scope of Work
- Attachment 2- Exhibit B-Scope of Supply
- Attachment 3- Exhibit C-Compensation

* * * * *

Executed as of the effective date set forth above:

Authorized and accepted this _____ day of _____, 2024.

GLOBAL WET LLC

BY: _____
Joju Abraham

Manager
Title

Authorized and accepted this _____ day of _____, 2024.

CITY OF KINGSVILLE, TEXAS

BY: _____
Mark McLaughlin

City Manager
Title

EXHIBIT A
SCOPE OF WORK

Section I. General Information

1.1 The Contractor shall furnish all labor, superintendence, machinery, equipment, tools, materials, services, and other facilities to install Five (5) Vertical UV Systems water treatment, including furnishings, delivering, placing back into operation, and testing at the City of Kingsville's North Water Treatment Plant located at Kingsville Wastewater Department, Attention: William Donnell, 2801 E Santa Gertrudis, Kingsville, Texas 78363; and Two (2) Vertical UV Systems at the City of Kingsville's South Water Treatment Plant located at Kingsville Wastewater Department, Attention: William Donnell, 2500 E. FM 1717, Kingsville, Texas 78363.

1.2 Any equipment or repair parts contemplated within the Work shall be new and ready for use and shall be capable of performing in accordance with the requirements set forth in the specifications unless otherwise specified below.

Section II. Scope of Work

2.1 Contractor shall Remove Existing UV System. Furnish and Install New UV Equipment and Electrical to Include:

- i. Submittals for Approval.
- ii. Unloading of components supplied by Glasco UV.
- iii. Removal of the existing UV system.
- iv. Preparation of the UV Channel for installation of new UV System.
- v. Mechanical work required to support and install the UV System and associated controls.
- vi. Installation of electrical conduit and wiring for power supply and controls of UV System.
- vii. Labor and installation of UV Modules, electrical enclosures, compressor and PLC.
- viii. Startup and Training on the new UV System.

2.3 Items not included in our scope:

- i. Providing 480 Volt, 3 Phase Power at the UV Site.

2.2 The Work to be performed is described in general, non-inclusive terms and includes furnishing all labor, tools, equipment and incidentals necessary to provide the following:

- i. Meet all applicable OSHA requirements while performing the Work.
- ii. Protect electrical and control devices in and around the Sulzer Blower Unit. Prior to any Work being performed, Contractor shall follow proper lock-out/tag-out procedures and requirements.
- iii. Supply all parts and perform repairs listed in Exhibit "B", attached hereto and incorporated by reference herein. The Work shall include, but is not limited to, installing a new overhaul kit and/or spare parts as required, re-setting internal clearances, and re-assembly to factory specifications.
- iv. Install all repair or furnished parts in accordance with manufacturer's instructions.

v. Certify Glasco UV Ultraviolet Systems and associated equipment are ready for use after repair and testing at the City's facility.

Section III. Repair & Testing, Installation, and Acceptance

4.1 The Work shall be completed during normal business hours, Monday through Friday between the hours of 7:00 AM and 4:00 PM. Other times may be acceptable if pre-arranged with the City.

4.2 The Contractor is responsible for unloading all equipment necessary for the Work at the facility.

4.3 The Contractor shall be responsible for the installation of any and all equipment necessary for the Work. Prior to the startup of the equipment installed in furtherance of the Work, Contractor shall inspect the equipment, make necessary final adjustments, and certify the equipment is ready for operation.

**EXHIBIT B
SCOPE OF SUPPLY**

Section I. General Information and Pricing

1.1 The Contractor shall provide the Equipment below at the prices outlined below.

1.2 All Equipment, delivery details, terms and conditions, freight and service are described in the manufacturer individual proposals. These proposals have been sent electronically via email, are attached or will be sent under separate cover. Thank you for this opportunity and we look forward to working with you.

North Plant UV Installed Cost

ITEM	QTY	EQUIPMENT	MANUFACTURER	PRICE	TOTAL PRICE
1	5	Vertical UV System. VC-8-A800X5. Low pressure high output 16,000 hr lamps. Ballast and System Control Center. Auto cleaning package with compressor. UV Monitoring and level control.	Glasco UV	\$69,000	\$345,000
2	1	NEMA Control Panel	Glasco UV	Included Above	-
3	1	Labor: Demo and remove existing UV. Reconfigure existing Gates. Bypass pumping. Install new UV. Make electrical connections. Install control panel. Install New UV.	Global WET	\$186,300	\$186,300
4	1	Admin. Project Management Insurance and Bonding	N/A	10%	\$53,130
6	1	Overhead and Profit	N/A	10%	\$53,130
				TOTAL	\$637,560

(Additional Equipment on next page.)

South Plant UV Installed Cost

ITEM	QTY	EQUIPMENT	MANUFACTURER	PRICE	TOTAL PRICE
1	2	Vertical UV System. VC-8-A800X2. Low pressure high output 16,000 hr lamps. Ballast and System Control Center. Auto cleaning package with compressor. UV Monitoring and level control.	Glasco UV	\$69,000	\$138,000
2	1	NEMA Control Panel.	Glasco UV	Included Above	
3	1	Labor: Demo and remove existing UV. Reconfigure existing Gates. Bypass pumping. Install new UV. Make electrical connections. Install control panel. Install New UV	Global WET	\$132,250	\$132,250
TOTAL					\$270,250

Section II. Equipment Warranties

1.1 The UV System warranty is valid under the terms outlined below. The warranty period is 18 months from date of delivery and 12 months from date of the Certification of Substantial Completion whichever comes first. It covers all failures due to defects in material and/or workmanship excluding consumables (see separate lamp and ballast warranties below).

1.2 This warranty shall not apply to any failure or defect which results from the Equipment not being operated and maintained in strict accordance with instructions specified in Glasco UV's Instructions Manual or which results from mishandling, misuse, neglect, improper storage, improper Operation of the Equipment with other equipment furnished by the Customer or by other third parties or from defects in designs or specifications furnished by or on behalf of the Customer by a person other than Glasco UV. In addition, this warranty shall not apply to Equipment that has been altered or repaired after start-up by anyone except:

- Authorized representatives of Glasco UV, or
- Customer acting under specific instructions from Glasco UV.

1.3 Customer must notify Glasco UV in writing within 5 days of the date of any Equipment failure. This notification shall include a description of the problem, a copy of the operator's log, a copy of the Customer's maintenance record and any analytical results detailing the problem. If Customer has not maintained the operator's log and maintenance record in the manner directed in the Operation and Maintenance manual, or does not notify Glasco UV of the problem as specified above, this warranty may, in Glasco UV's discretion, be invalid.

1.4 Customer will fully cooperate with Glasco UV, in the manner requested by Glasco UV, in attempting to diagnose and resolve the problem by way of telephone support. If the problem can be diagnosed by telephone support and a replacement part is required, Glasco UV will either, at Glasco UV's expense, ship a repaired, reworked or new part to the Customer who will install such part as directed by Glasco UV or will direct Customer to acquire, at Glasco UV's expense, such part from a third party and then install such part as directed by Glasco UV. This warranty is the exclusive remedy of the Customer for all claims based on a failure of or defect in the Equipment, whether the claim is based on contract (including fundamental breach), tort (including negligence), strict liability or otherwise. This warranty is in lieu of all other warranties whether written, oral, implied or statutory. Without limitation, no warranty of merchantability or fitness for a particular purpose shall apply to the Equipment.

1.5 Each low pressure, high output lamp is guaranteed for 13,000 hours operating time under normal operating conditions. Normal operating conditions include:

- On/off cycles max. 4 per 24 operating hours,
- Voltage fluctuations according to DIN IEC 38.

In case of premature lamp failure, the client is requested to send the lamp back to Glasco UV together with the information of UV unit serial number, hours run and on/off cycles. Glasco UV then offers the following:

- Lamp failure before 9,000 h: Glasco UV will send a replacement lamp free of charge,
- Lamp failure after 9,000 h: Glasco UV will issue a credit proportional to the hours not used.

Upon return to our facilities in Mahwah, NJ, we will dispose/recycle all used and failed lamps at no charge to the client.

**EXHIBIT C
COMPENSATION**

Section I. Compensation

1.1 Contractor shall be compensated for the Work and Equipment provided under this Contract in a lump sum total not-to-exceed price of **nine hundred seven thousand, eight hundred ten dollars and zero cents (\$907,810.00)** after the Work and Equipment have been accepted by the City.

1.2 Unless otherwise approved in writing by the City and formalized by amendment, the Work and Equipment provided under this Contract shall not exceed the total price set forth in Section 1.1 above.

Section II. Payment Terms and Invoicing

2.1 The City normally will pay properly submitted Contractor invoices within thirty (30) days of receipt providing goods and/or services have been delivered and accepted as specified.

2.2 Invoices must be received in the City Finance and Administration Department and presented for payment in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the following address for processing:

Mailing Address:
City of Kingsville
P.O. Box 1458
Kingsville, Texas 78364

Physical Address:
City of Kingsville
400 W. King Ave.
Kingsville, Texas 78363

2.3 The Contractor is asked to submit invoices electronically to the following Accounts Payable email address: wdonnell@cityofkingsville.com. Contractors who use the electronic service should not mail the original invoice.

2.4 The City is exempt from paying Texas sales and use taxes. The Contractor shall not charge the City for such taxes. Proof of exemption is available upon request.

2.5 Invoices will be sent to the City by the Contractor and payment made within 30 Days by the City to the Contractor according to the pay schedule below.

5% Upon Approval of submittal

10% Upon Removal of the existing UV system

15% Upon Preparation of the UV Channel for installation of new UV System.

15% Upon Mechanical work required to support and install the UV System and associated controls.

15% Upon Installation of electrical conduit and wiring for power supply and controls of UV System.

15% Upon Labor and installation of UV Modules, electrical enclosures, compressor and PLC.

15% Upon Startup and Training on the new UV System.

10% Upon Retainage upon Substantial Completion and Acceptance.

2.6 ACH Payments will be the accepted method of payment. The City will provide bank account and routing information with their purchase order and the Contractor will provide bank accounting and routing information on the first invoice.

AGENDA ITEM #12

**City of Kingsville
Parks & Recreation Department**

TO: Mayor and City Commissioners
CC: Mark McLaughlin, City Manager
FROM: Susan Ivy, Director of Parks & Recreation
DATE: September 11, 2024
SUBJECT: Agenda Request – Request to Amend Ordinance to increase certain Golf Course Fees and to Approve of certain Park Fees

Summary: We are requesting approval from City Commission to amend the Code of Ordinances to allow for certain Golf Course Fees at L. E. Ramey Park to be increased. We are also requesting approval to change the lighting fee for Athletic Fields rentals and the Shelter rental fees in the Parks.

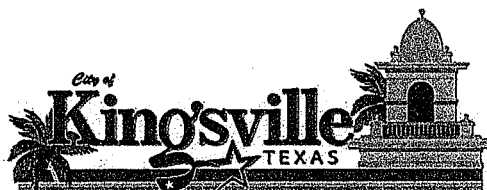
Background: During the Budget workshops we presented a comparison of area golf course fees. After an evaluation of the current fees at our Golf Course we presented a proposal to raise certain fees to a more appropriate rate. Consideration was discussed regarding the increase in golf cart leasing contract amount, overall increase in cost of operations and considerable improvements to the course.

We also discussed the increase in lighting fees for athletic fields and shelter rental fees, which are covered under Code of Ordinance section 9-8-7.

A list of fees to be changed and their existing and proposed fees are attached.

Financial Impact: We believe that this action will result in a substantial increase in revenue for the Golf Course and Parks Department that will come closer to covering the expense of the items.

Recommendation: 1) Approve the fee increase proposal for Parks fees as presented. 2) Amend the Code of Ordinances for the Golf Course fee increases as presented.



**City of Kingsville
Parks & Recreation Department**

All fees will have sales taxes added to them at time of sale.

GREEN FEES	Current	Proposed
18 Weekend /Holiday	17.00	23.00
18 Weekdays	15.00	18.00
9 Weekend/Holiday	12.00	14.00
Senior Weekdays	11.00	15.00
Senior Weekends	13.00	17.00
18 Juniors	8	8.00
9 Juniors	6	6.00

CART FEES	Current	Proposed
18 Hole Cart Fee	15.00	Per Person Cart Fee \$18.00
Half Cart	10.00	Use rate above
Member Cart Fee	15.00	Use rate above
Trail Fee	7.00	10.00

MEMBERSHIP FEES	Current	Proposed
Yearly No Cart	660.00	1000.00
Monthly No Cart	65.00	175.00
Yearly With Cart	2500.00	3000.00
Monthly with Cart	185.00	350.00



ORDINANCE NO. 2024-_____

AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES BY AMENDING CHAPTER IX-GENERAL REGULATIONS, ARTICLE 8-PARKS AND RECREATION, PROVIDING FOR REVISED CART FEES FOR THE L.E. RAMEY GOLF COURSE; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

WHEREAS, in 2014 the City and County approved interlocal agreements to transfer operations and maintenance of all of the parks within the city limits and the L.E. Ramey Golf Course from the County to the City;

WHEREAS, the approval of these interlocal agreements necessitated the City to enact regulations and fees for the properties covered under the interlocal agreements; and

WHEREAS, in the first half of 2018, the City made several hundred thousand dollars of improvements at the L.E. Ramey Golf Course and determined that it needed to increase user fees to help offset the cost of the improvements and those revisions were approved on June 25, 2018, via Ordinance #2018-35; and

WHEREAS, the golf course user fees were last revised on August 12, 2019 and golf cart rental fees were revised on September 28, 2020; and

WHEREAS, the City recently acquired new electric golf carts for rent at the golf course and performed a rental rate survey which showed the current rate to be below market, so staff is now recommending a slight increase in the golf cart rental rate for the new carts to be more in-line with the going market rate; and

WHEREAS, the City has made numerous improvements to the golf course in the last few years without a rate adjustment and the cost to provide the services has increased, new rates are being proposed by staff to help cover costs; and

WHEREAS, this Ordinance is necessary to protect the public safety, health, and welfare of the City of Kingsville.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF KINGSVILLE, TEXAS;

I.

THAT Chapter IX- General Regulations, Article 8-Parks and Recreation, of the Code of Ordinances of the City of Kingsville, Texas, shall be amended to read as follows:

ARTICLE 8 PARKS AND RECREATION

...

GOLF COURSE

...

§ 9-8-41 GOLF COURSE FEES.

The following schedule of fees shall be paid by the patrons of the municipal golf course. The Golf Course Manager may negotiate rates for golf course special events and promotions. NOTE: All fees will have sales taxes added to them at the time of sale.

(A) Daily Green Fees:

Golf course green fees for persons 18 years of age or older (non-refundable).

(1) 18-Holes of Play:

Weekends and holidays: ~~\$17.00~~ \$23.00

Weekdays: ~~\$15.00~~ \$18.00

(2) 9-Holes of Play:

Weekends and holidays: ~~\$12.00~~ \$14.00

Weekdays: \$13.00

(B) Junior Fees:

Golf course green fees for persons in the classification of junior (non-refundable).

(1) 18-Holes of Play:

Weekdays: \$8.00

(2) 9-Holes of Play:

Weekdays: \$6.00

(C) College Student Fees:

Golf course green fees for persons in the classification of College Student (non-refundable) can receive a twenty percent (20%) discount off the Daily Green Fees.

(D) Military Fees:

Golf course green fees for persons in the classification of Military (non-refundable) can receive a twenty percent (20%) discount off the Daily Green Fees.

(E) Senior Fees:

Golf course green fees for persons 62 years of age or older (non-refundable).

18-Holes of Play:

Weekdays: ~~\$11.00~~ ~~\$15.00~~

Weekends: ~~\$13.00~~ ~~\$17.00~~

(F) Annual membership fees:

Annual membership entitles that person to unlimited green fees for 365 days from date of purchase (non-refundable).

Annual individual membership rate (no cart): ~~\$660.00~~ ~~\$1,000.00~~

Military annual membership rate: can receive a 25% discount off of an annual individual membership rate.

(G) Semi-Annual membership fees:

Semi-Annual membership entitles player to unlimited green fees for six (6) months from date of purchase (non-refundable) for \$360.00.

(H) Monthly membership fees:

Monthly membership entitles an individual player to unlimited green fees for 30 days from date of purchase (non-refundable).

Monthly individual rate (no cart): ~~\$65.00~~ ~~\$175.00~~

Monthly individual rate (with cart): ~~\$185.00~~ ~~\$350.00~~

Monthly individual rate per school team member: \$35.00

(I) Annual cart fee and green fee:

Annual cart fee is per player and entitles player to unlimited carts for 365 days from date of purchase (non-refundable) and unlimited green fees for 365 days from date of purchase (non-refundable).

Annual individual cart fee and green fee: ~~\$2,500.00~~ \$3,000.00

(J) Monthly Locker Fee:

Monthly locker fee is per player and entitles player to use of a locker for 30 days from date of purchase (non-refundable).

Monthly individual locker fee: \$30.00 for one month

\$75.00 for three months

\$120.00 for six months

\$180.00 for twelve months

(K) Daily Golf Club Rental Fee:

Daily golf club fee is per player and entitles player to use of a set of golf clubs (non-refundable).

Daily golf club rental fee: \$15.00

(L) Monthly Driving Range Membership Fee:

Monthly driving range membership entitles player to unlimited driving range fees for 30 days from date of purchase (non-refundable).

Monthly individual membership rate: \$90.00 for three months

\$120 for six months

\$200.00 for twelve months

(M) Range Ball Bucket Fee:

Range ball bucket fee entitles player to the use of the bucket of balls once (non-refundable).

Jumbo Bucket: \$15.00

Large Bucket (135 balls): \$10.00

Medium Bucket (75 balls): \$7.00

Small Bucket (35 balls): \$5.00

(N) Minors less than 16 years of age shall not operate golf carts on municipal golf course property.

(O) Each golf course green fee shall entitle payee to play a maximum of 18 holes of golf on the date paid. Additional payment of green fees shall be required if more than 18 holes of golf are to be played.

(P) All members of any authorized golf team from a school or institution of higher education located within Kleberg County may play a maximum of two rounds per week Monday-Thursday, excluding holidays, at no charge during their respective schoolyears. The following limit will apply to such golf players:

Teams are limited to 15 players per school at any one time.

(Q) Cart Rental Fee:

18-Holes: ~~\$15.00~~ \$18.00 per player

9-Holes: ~~\$10.00~~ \$18.00 per player

(R) Miscellaneous Fees:

Clubhouse Rental Deposit	\$50.00
Clubhouse Rental Fee	\$150.00
Tournament Deposit	\$100.00
Snag Golf Clinic Fee	\$60.00

City Employees Wellness Program Discount: Golf course green fees for persons who are current City Employees can receive a twenty percent (20%) discount off the Daily Green Fees.

...

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 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, work or ordinance hereof be given full force and effect for its purpose.

IV.

THAT this Ordinance shall be codified and become effective on and after adoption and publication as required by law.

INTRODUCED on this 23rd day of September, 2024.

PASSED AND APPROVED on this the 15th day of October, 2024.

Effective Date: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #13

City of Kingsville
Parks & Recreation Department

TO: Mayor and City Commissioners
CC: Mark McLaughlin, City Manager
FROM: Susan Ivy, Director of Parks & Recreation
DATE: September 11, 2024
SUBJECT: Agenda Request – Request to Amend Ordinance to increase certain Golf Course Fees and to Approve of certain Park Fees

Summary: We are requesting approval from City Commission to amend the Code of Ordinances to allow for certain Golf Course Fees at L. E. Ramey Park to be increased. We are also requesting approval to change the lighting fee for Athletic Fields rentals and the Shelter rental fees in the Parks.

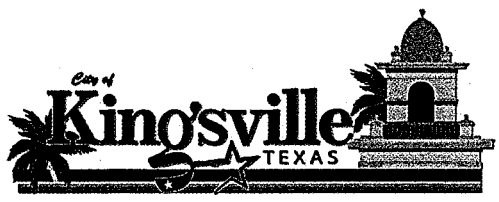
Background: During the Budget workshops we presented a comparison of area golf course fees. After an evaluation of the current fees at our Golf Course we presented a proposal to raise certain fees to a more appropriate rate. Consideration was discussed regarding the increase in golf cart leasing contract amount, overall increase in cost of operations and considerable improvements to the course.

We also discussed the increase in lighting fees for athletic fields and shelter rental fees, which are covered under Code of Ordinance section 9-8-7.

A list of fees to be changed and their existing and proposed fees are attached.

Financial Impact: We believe that this action will result in a substantial increase in revenue for the Golf Course and Parks Department that will come closer to covering the expense of the items.

Recommendation: 1) Approve the fee increase proposal for Parks fees as presented. 2) Amend the Code of Ordinances for the Golf Course fee increases as presented.



**City of Kingsville
Parks & Recreation Department**

PARKS AND RECREATION – Recreation Division

NAME OF FEE – 1. Ball Field Rental Fee with Lights
2. Park Shelter Rental – comes with electricity

PURPOSE OF FEE 1: To collect a fee to cover the usage of lights when practicing or playing on a baseball, softball or soccer athletic field.
Fee Established: 10-1-2014 when City took over management of Parks and Recreation.
Original Fee: Field Rental \$10.00 – with Lights \$15.00
Requesting that it be raised to \$10.00 rental and \$25.00 with lights.
Anticipating bringing in an additional \$4000.00

PURPOSE OF FEE 2: To collect a fee for renting the shelters with electricity in DKP and in neighborhood parks.
Fee Established: 10 1 2014 when City took over management of Parks and Recreation
Original Fee: These shelters have not been rented and are used on a first come first serve basis. There are electric poles we are charging \$15.00 for 4 hours and they have to get to shelter before anyone else to have both for a party.
We are requesting to pair the shelter and electric together to rent for \$25.00 deposit \$40 for 4 hour rental. \$10/hr for each additional hour.
Anticipating bringing in an additional \$5000 to \$7000 providing the option for a reserved shelter.



Sec. 9-8-7. - Recreation fees and charges.

The Parks & Recreation Manager shall prepare a list of recreation fees and charges for the public use of swimming pools, tennis courts, recreation centers, athletic fields, and other city-owned facilities. The schedule of fees and charges shall be submitted to the City Manager for approval, and be reviewed on an annual basis. Such rates shall bear a reasonable relation to current rental rates charged for similar commercial facilities so as to neither be excessive or grossly deficient by comparison; provided, however, all such fees, but not including adult softball and adult baseball league fees and charges for athletic fields, shall not increase annually by more than twenty-five (25) per cent and fees for organized youth activities shall not exceed a level which would recover forty (40) per cent of the estimated total cost, nor shall new fees be created, without the City Commission's approval by motion or resolution. The approved schedule shall be filed with the City Secretary and copies shall be provided to the City Commission. Specific fees, however, may be adjusted at any time, and the Parks & Recreation Manager shall have the authority to negotiate special rates for special situations.

(Ord. No. 2014-64, § I, passed 9-22-2014)

AGENDA ITEM #14

**City of Kingsville
Police Department**

TO: Mayor and City Commissioners
CC: Mark McLaughlin, City Manager
FROM: John Blair, Chief of Police
DATE: 8/28/2024
SUBJECT: Request for Resolution to Execute a Contract between the Kingsville Police Department and the Axon Enterprise, Inc.

Summary:

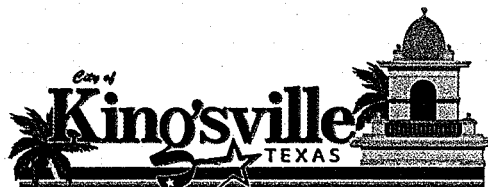
The Kingsville Police Department (KPD) seeks the City Commission's approval to enter into a contract with Axon Enterprise, Inc. This contract will provide the latest advancements in Body Worn Cameras (BWC) and In-Car Camera technology, significantly improving both officer safety and operational efficiency within the department.

Background:

After a comprehensive review by the KPD and the City's IT Department, it was determined that the current Officer Body Worn Camera and In-Car Camera systems are outdated and in urgent need of replacement. Demonstrations of various systems from three vendors were conducted, and after evaluating the department's requirements, Axon Enterprise, Inc. was selected as the best and most cost-effective solution.

This new contract will include:

- **New Body Worn Cameras for all Officers**
- **New In-Car Cameras for all Patrol Vehicles**
- **Improved Officer Safety and Enhanced Supervisory Review**
- **Integration of Evidenceroom.com for secure digital media storage and management**
- **Update Interview Rooms with new Video and Audio functionality**
- **Regular Equipment Refreshes**
- **Comprehensive Training and Support**



**City of Kingsville
Police Department**

These upgrades will ensure that the KPD is equipped to provide accurate, reliable recordings in both BWCs and In-Car Cameras, thereby enhancing public safety and accountability.

Axon is on the DIR purchasing cooperative under Texas DIR Contract #DIR-TSO-3561, so purchasing laws have been complied with for this item.

Financial Impact:

The associated costs of this contract have been thoroughly reviewed, and funding sources have been identified and secured to support the project from the following sources:

- Chapter 59 Funds-\$46,290.94-budgeted in Computers for FY 24-25
- Office of the Governor FY2025 Body-Worn Camera Grant Program-approximately \$46,000
- Leftover funding of \$8,790.47 in Fund 115-Tax Notes Series 2021, budgeted in FY 24-25
- Leftover funding of \$78,918.59 in Fund 126-GF Tax Notes 2022, budgeted in FY 24-25
- Total Funding - \$180,000

Recommendation:

The Kingsville Police Department respectfully requests that the City Commission approve this resolution, authorizing the Chief of Police and the IT Director to engage in a contract with Axon Enterprise, Inc. for Body-Worn Cameras, In-Car Cameras, and related services, ensuring the continued safety and effectiveness of our law enforcement operations.



RESOLUTION #2024-_____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A MASTER SERVICES AND PURCHASING AGREEMENT FOR CUSTOMER AND OTHER DOCUMENTS RELATED THERETO WITH AXON ENTERPRISE, INC. FOR POLICE DEPARTMENT BODY WORN AND IN-CAR CAMERAS AND SERVICES; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville ("City") desires to acquire new Body-Worn and In-Car Cameras and services as the existing one used by the Police Department are out-dated and in urgent need of replacement;

WHEREAS, a new Master Services and Purchasing Agreement for Customer and Other Documents Related Thereto with Axon Enterprise, Inc. ("Axon") has been received for Kingsville Police Department Body Worn and In-Car Cameras and Services for a 60-month term; and

WHEREAS, the contract is authorized under Texas DIR Contract #DIR-TSO-3561; and

WHEREAS, the parties have worked on several documents comprising the Master Services and Purchasing Agreement for Customer and Other Documents Related Thereto; and

WHEREAS, the equipment and related services to be provided under this agreement will provide accurate, reliable recordings of Body-Worn and In-Car Cameras thereby enhancing public safety and accountability;

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 a Master Services and Purchasing Agreement for Customer and several other documents related thereto with Axon Enterprise, Inc. 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 23rd day of September, 2024.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney



Master Services and Purchasing Agreement for Customer

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the customer listed below or, if no customer is listed below, the customer on the Quote attached hereto ("**Customer**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**". This Agreement governs Customer's purchase and use of the Axon Devices and Services detailed in the Quote as defined below. It is the intent of the Parties that this Agreement will govern all subsequent purchases by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Customer shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

- 1.1. "**Axon Cloud Services**" means Axon's web services, including but not limited to, Axon Evidence, Axon Records, Axon Dispatch, FUSUS services and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront annual basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Customer will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Customer is responsible for collection and attorneys' fees.

4. **Taxes.** Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Customer upon Axon's delivery to the common carrier. Customer is responsible for any shipping charges in the Quote.

6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty.**

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm which Axon warrants for thirty (30) months from Customer's receipt and Axon-manufactured accessories, which Axon warrants for ninety (90) days from Customer's receipt, respectively, from the date of Customer's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one (1) year hardware warranty through the extended warranty term purchased.

Title: Master Services and Purchasing Agreement between Axon and Customer

Department: Legal

Version: 22

Release Date: 8/2/2024

Page 1 of 44



- 7.2. **Disclaimer.** All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.
- 7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.
- 7.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
- 7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms of this Agreement. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.
- 7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.
- 7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that in deciding whether to sign this Agreement, Customer has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**
- 7.5.2. **Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**
- 7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.
- 7.7. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.
- 7.8. **Axon Aid.** Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately



upon notice to the Customer.

8. **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.
9. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.
10. **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.
11. **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Customer's election not to utilize any portion of an Axon bundle.
12. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
13. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.
14. **IP Indemnification.** Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices, Axon Cloud Services or Axon software ("**Axon Products**") infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Products by Customer or a third-party not approved by Axon; (b) use of Axon Products in combination with hardware or services not approved by Axon; (c) use of Axon Products other than as permitted in this Agreement; or (d) use of Axon Products that is not the most current software release provided by Axon.
15. **Customer Responsibilities.** Customer is responsible for (a) Customer's use of Axon Devices; (b) Customer or an end user's breach of this Agreement or violation of applicable law; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) secure and sustainable destruction and disposal of Axon Devices at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
16. **Termination.**
 - 16.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured thirty (30) days after written notice. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
 - 16.2. **By Customer.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.
 - 16.3. **Effect of Termination.** Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Customer may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
17. **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Customer receives a public records request to disclose Axon



Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

18. General.

- 18.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 18.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary, or employment relationship between the Parties.
- 18.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 18.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 18.5. **Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 18.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 18.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 18.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 18.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.
- 18.10. **Governing Law.** The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 18.11. **Notices.** All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 18.12. **Entire Agreement.** This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at <https://www.axon.com/sales-terms-and-conditions>, Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.



Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:

CUSTOMER:

Axon Enterprise, Inc.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Axon Cloud Services Terms of Use Appendix

1. **Definitions.**

- a. **"Customer Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.
- b. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by a Customer. Evidence is a subset of Customer Content.
- c. **"Non-Content Data"** is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.
- d. **"Provided Data"** means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.
- e. **"Transformed Data"** means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

2. **Access.** Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Customer may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Customer may not upload non-TASER Data to Axon Evidence Lite.

3. **Customer Owns Customer Content.** Customer controls and owns all right, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.

5. **Customer Responsibilities.** Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer end user's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services and (d) verify the accuracy of any auto generated or AI generated reports. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to Axon Cloud Services.

- a. Customer will also maintain the security of end usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.

6. **Privacy.** Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic



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screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body Wi-Fi Positioning.** Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant.

8. **Storage.** For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if data originates from Axon Capture or an Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Customer is prohibited from storing data for other law enforcement agencies; and (iii) Customer may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Customer Content created by Axon Devices or Evidence.com.

9. **Location of Storage.** Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Customer Content remains with Customer.

10. **Suspension.** Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.

11. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services.

12. **TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.

Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. **The Data Science report is provided "as is" and without any warranty of any kind.**

In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.

13. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Customer purchases an OSP 7 or OSP 10 bundle. During Customer's Axon Records Subscription Term, if any, Customer will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**")

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- b. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
 - c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Customer purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Customer.
 - d. Users of Axon Records at the Customer may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.
14. **Axon Cloud Services Restrictions.** Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
 - a. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - b. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - d. use Axon Cloud Services as a service bureau, or as part of an Customer infrastructure as a service;
 - e. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - f. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - g. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - h. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
15. **Draft One** Axon may impose usage restrictions if a single user generates more than one hundred (100) reports per month for two or more consecutive months.
16. **After Termination.** Axon will not delete Customer Content for ninety (90) days following termination. Axon Cloud Services will not be functional during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.
17. **Post-Termination Assistance.** Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
18. **U.S. Government Rights.** If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.

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19. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.



Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Customer Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Customer will be a participant in ACEIP Tier 1. If Customer does not want to participate in ACEIP Tier 1, Customer can revoke its consent at any time. If Customer wants to participate in Tier 2, as detailed below, Customer can check the ACEIP Tier 2 box below. If Customer does not want to participate in ACEIP Tier 2, Customer should leave box unchecked. At any time, Customer may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
 - 2.1. When Axon uses Customer Content for the ACEIP Purposes, Axon will extract from Customer Content and may store separately copies of certain segments or elements of the Customer Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Customer Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Customer from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Customer request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Customer may revoke the consent granted herein to Axon to access and use Customer Content for ACEIP Purposes. Within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Customer. In addition, if Axon uses Customer Content for the ACEIP Purposes, upon request, Axon will make available to Customer a list of the specific type of Customer Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Customer Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Customer notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Customer with a mechanism to obtain notice of that update or another commercially reasonable method to Customer designated contact) ("**New Use Case**").
 - 2.2. **Expiration of ACEIP Tier 1.** Customer consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Customer.
3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Customer wants to help further improve Axon's services, Customer may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Customer

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.



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Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

Check this box if Customer wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Customer into ACEIP Tier 2 until Axon and Customer agree to terms in writing providing for such participation in ACEIP Tier 2.



Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

- 1. Utilization of Services. Customer must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.
2. Axon Full Service (Axon Full Service). Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which on-site services are appropriate. If Customer requires more than four (4) consecutive on-site days, Customer must purchase additional days. Axon Full Service options include:

Table with 1 column and 10 rows detailing service options for Axon Full Service, including System set up and configuration, Dock configuration, Best practice implementation planning session, System Admin and troubleshooting training sessions, Axon instructor training (Train the Trainer), Evidence sharing training, End user go-live training and support sessions, Implementation document packet, and Post go-live review.

- 3. Body-Worn Camera Starter Service (Axon Starter). Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Starter options include:

Table with 1 column and 1 row: System set up and configuration (Remote Support)



<ul style="list-style-type: none"> Instructor-led setup of Axon View on smartphones (if applicable) Configure categories & custom roles based on Customer need Troubleshoot IT issues with Axon Evidence and Dock access
Dock configuration <ul style="list-style-type: none"> Work with Customer to decide the ideal location of Dock setup and set configurations on Dock Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
End user go-live training and support sessions <ul style="list-style-type: none"> Assistance with device set up and configuration Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.

5. **CEW Services Packages.** CEW Services Packages are detailed below:

System set up and configuration <ul style="list-style-type: none"> Configure Axon Evidence categories & custom roles based on Customer need. Troubleshoot IT issues with Axon Evidence. Register users and assign roles in Axon Evidence. For the CEW Full Service Package: On-site assistance included For the CEW Starter Package: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout
Best practice implementation planning session to include: <ul style="list-style-type: none"> Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies Discuss the importance of entering metadata and best practices for digital data management Provide referrals to other agencies using TASER CEWs and Axon Evidence For the CEW Full Service Package: On-site assistance included For the CEW Starter Package: Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training <ul style="list-style-type: none"> Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs. For the CEW Full Service Package: Training for up to 3 individuals at Customer For the CEW Starter Package: Training for up to 1 individual at Customer
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review For the CEW Full Service Package: On-site assistance included. For the CEW Starter Package: Virtual assistance included.

6. **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW



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Smart Weapons that Customer is replacing with newer Smart Weapon models.

Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Customer with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

- 7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which Services are appropriate. The VR Service training options include:

<p>System set up and configuration (Remote Support)</p> <ul style="list-style-type: none"> • Instructor-led setup of Axon VR headset content • Configure Customer settings based on Customer need • Troubleshoot IT issues with Axon VR headset
<p>Axon instructor training (Train the Trainer)</p> <p>Training for up to five (5) Customer's in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations</p>
<p>Classroom and practical training sessions</p> <p>Step-by-step explanation and assistance for Customer's configuration of Axon VR CET and SIM functionality, basic operation, and best practices</p>

- 8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer's requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Air, On-Site training options include:

<p>System set up and configuration (Remote Support)</p> <ul style="list-style-type: none"> • Instructor-led setup of Axon Air App (ASDS) • Configure Customer settings based on Customer need • Configure drone controller • Troubleshoot IT issues with Axon Evidence
<p>Axon instructor training (Train the Trainer)</p> <p>Training for Customer's in-house instructors who can support Customer's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations</p>
<p>Classroom and practical training sessions</p> <p>Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices</p>

- 9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service.**

- a. **Purchases of 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Customer is responsible for providing a suitable work/training area.
- b. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

- 11. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

- 12. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon



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personnel to Customer premises as work hours.

13. **Access Computer Systems to Perform Services.** Customer authorizes Axon to access relevant Customer computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.
14. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it
15. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Customer to have accepted the professional services.
16. **Customer Network.** For work performed by Axon transiting or making use of Customer's network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause.



Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan.** If Customer purchases an Officer Safety Plan ("OSP"), Customer will receive the deliverables detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("OSP Term").
4. **TAP BWC Upgrade.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon body-worn camera ("BWC Upgrade") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon dock.
5. **TAP Dock Upgrade.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock as scheduled in the Quote ("Dock Upgrade"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon dock bay configuration unless a new Axon dock core is required for BWC compatibility. If Customer originally purchased a single-bay Axon dock, the Dock Upgrade will be a single-bay Axon dock model that is the same or like Axon Device, at Axon's option. If Customer originally purchased a multi-bay Axon dock, the Dock Upgrade will be a multi-bay Axon dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.
7. **Upgrade Change.** If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device.** Within thirty (30) days of receiving a BWC or Dock Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
9. **Termination.** If Customer's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3. Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.



TASER Device Appendix

This TASER Device Appendix applies to Customer's TASER 7/10, OSP 7/10, OSP Plus, or OSP 7/10 Plus Premium purchase from Axon, if applicable.

- 1. Duty Cartridge Replenishment Plan. If the Quote includes "Duty Cartridge Replenishment Plan", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. Training. If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion however Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other device or service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.
3. Extended Warranty. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
4. Trade-in. If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-in of hardware, Customer must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.

Table with 2 columns: Customer Size, Days to Return from Start Date of TASER 10 Subscription. Rows include: Less than 100 officers (60 days), 100 to 499 officers (90 days), 500+ officers (180 days).

- 5. TASER Device Subscription Term. The TASER Device Subscription Term for a standalone TASER Device purchase begins on shipment of the TASER Device. The TASER Device Subscription Term for OSP 7/10 begins on the OSP 7/10 start date.
6. Access Rights. Upon Axon granting Customer a TASER Device Axon Evidence subscription, Customer may access and use Axon Evidence for the storage and management of data from TASER Devices devices during the TASER Device Subscription Term. Customer may not exceed the number of end users the Quote specifies.
7. Customer Warranty. If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement Customer transfer under the Gun Control Act of 1968.
8. Purchase Order. To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
9. Apollo Grant (US only). If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.
10. Termination. If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer's TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:
10.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.
10.2. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating for non-appropriations, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of



termination.

10.3. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.



Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Customer's Computer-Aided Dispatch ("CAD") or Records Management Systems ("RMS"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Customer's CAD or RMS.
2. **Support.** For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Customer maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Customer changes its CAD or RMS.
3. **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
4. **Customer Responsibilities.** Axon's performance of Auto-Tagging Services requires Customer to:
 - 4.1. Make available relevant systems, including Customer's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2. Make required modifications, upgrades or alterations to Customer's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Customer safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5. Promptly install and implement any software updates provided by Axon;
 - 4.6. Ensure that all appropriate data backups are performed;
 - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8. Provide Axon with remote access to Customer's Axon Evidence account when required;
 - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Customer; and
 - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
5. **Access to Systems.** Customer authorizes Axon to access Customer's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.



Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

1. Customer Responsibilities.

- 1.1. Customer must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 Axon Fleet 3 or a future Fleet iteration (collectively, "**Axon Fleet**") as established by Axon during the qualifier call and on-site assessment at Customer and in any technical qualifying questions. If Customer's representations are inaccurate, the Quote is subject to change.
- 1.2. Customer is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon Fleet systems into Customer vehicles. Customer is responsible for making available all vehicles for which installation services were purchased, during the agreed upon onsite installation dates, Failure to make vehicles available may require an equitable adjustment in fees or schedule.

2. **Cradlepoint.** If Customer purchases Cradlepoint Enterprise Cloud Manager, Customer will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Customer requires Cradlepoint support, Customer will contact Cradlepoint directly.

3. **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

4. Wireless Offload Server.

4.1. **License Grant.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.

4.2. **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

4.3. **Updates.** If Customer purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

4.4. **WOS Support.** Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.

5. Axon Vehicle Software.

5.1. **License Grant.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "**Axon Vehicle Software**") "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.

5.2. **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.



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6. **Acceptance Checklist.** If Axon provides services to Customer pursuant to any statement of work in connection with Axon Fleet, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.
7. **Axon Fleet Upgrade.** If Customer has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Customer with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as scheduled on the Quote.
 - 7.1. If Customer would like to change models for the Axon Fleet Upgrade, Customer must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Customer is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.
 - 7.2. Within thirty (30) days of receiving the Axon Fleet Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Customer does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
8. **Axon Fleet Termination.** Axon may terminate Customer's Fleet subscription for non-payment. Upon any termination:
 - 8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.
 - 8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.
 - 8.3. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.



Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term.** If Customer purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Customer. If Customer purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Customer, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.
2. **Scope of Axon Respond.** The scope of Axon Respond is to assist Customer with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Customer uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Customer on upgrading Customer's Axon Respond to better meet Customer's needs.
3. **Axon Body LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Customer utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Customer's consent.
4. **Axon Fleet LTE Requirements.** Axon Respond is only available and usable with a Fleet system configured with LTE modem and service. Customer is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Customer's LTE carrier.
5. **Axon Respond Service Limitations.** Customer acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.
 - 5.1. **With regard to Axon Body, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Customer expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Customer is not a third-party beneficiary of any agreement between Axon and the underlying carrier.**
6. **Termination.** Upon termination of this Agreement, or if Customer stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.



Add-on Services Appendix

This Appendix applies if Axon Community Request, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term.** If Customer purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request Axon Redaction Assistant, or Axon Performance to Customer.
 - 1.1. If Customer purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Customer, or (2) first day of the month following the Effective Date.
 - 1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.
2. **Axon Community Request Storage.** For Axon Community Request, Customer may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Customer's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
3. **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Customer, Axon will need to store call for service data from Customer's CAD or RMS.



Axon Auto-Transcribe Appendix

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Customer purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Customer. If Customer purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Customer.
 - 1.1. If Customer cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.
2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Customer a set number of minutes, Customer may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Customer will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Customer additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Customer by Axon.
3. **Axon Unlimited Transcribe.** Upon Axon granting Customer an Unlimited Transcribe subscription to Axon Auto-Transcribe, Customer may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.
4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.



Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term.** The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Customer related to virtual reality (collectively, "**Virtual Reality Media**").
2. **Headsets.** Customer may purchase additional virtual reality headsets from Axon. In the event Customer decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Customer must purchase those headsets from Axon.
3. **License Restrictions.** All licenses will immediately terminate if Customer does not comply with any term of this Agreement. If Customer utilizes more users than stated in this Agreement, Customer must purchase additional Virtual Reality Media licenses from Axon. Customer may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Customer may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
 - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
 - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
 - 3.4. use trade secret information contained in Virtual Reality Media;
 - 3.5. resell, rent, loan or sublicense Virtual Reality Media;
 - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
 - 3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
4. **Privacy.** Customer's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at <https://www.axon.com/axonvrprivacypolicy>.
5. **Termination.** Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement.



Axon Evidence Local Software Appendix

This Appendix applies if Axon Evidence Local is included on the Quote.

1. **License.** Axon owns all executable instructions, images, icons, sound, and text in Axon Evidence Local. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Axon Evidence Local. "Use" means storing, loading, installing, or executing Axon Evidence Local exclusively for data communication with an Axon Device. Customer may use Axon Evidence Local in a networked environment on computers other than the computer it installs Axon Evidence Local on, so long as each execution of Axon Evidence Local is for data communication with an Axon Device. Customer may make copies of Axon Evidence Local for archival purposes only. Axon shall retain all copyright, trademark, and proprietary notices in Axon Evidence Local on all copies or adaptations.
2. **Term.** The Quote will detail the duration of the Axon Evidence Local license, as well as any maintenance. The term will begin upon installation of Axon Evidence Local.
3. **License Restrictions.** All licenses will immediately terminate if Customer does not comply with any term of this Agreement. Customer may not use Axon Evidence Local for any purpose other than as expressly permitted by this Agreement. Customer may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Axon Evidence Local;
 - 3.2. reverse engineer, disassemble, or decompile Axon Evidence Local or apply any process to derive the source code of Axon Evidence Local, or allow others to do the same;
 - 3.3. access or use Axon Evidence Local to avoid incurring fees or exceeding usage limits or quotas;
 - 3.4. copy Axon Evidence Local in whole or part, except as expressly permitted in this Agreement;
 - 3.5. use trade secret information contained in Axon Evidence Local;
 - 3.6. resell, rent, loan or sublicense Axon Evidence Local;
 - 3.7. access Axon Evidence Local to build a competitive device or service or copy any features, functions, or graphics of Axon Evidence Local; or
 - 3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Evidence Local or any copies of Axon Evidence Local.
4. **Support.** Axon may make available updates and error corrections ("**Updates**") to Axon Evidence Local. Axon will provide Updates electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Customer is responsible for maintaining the computer equipment necessary to use Axon Evidence Local. Axon may provide technical support of a prior release/version of Axon Evidence Local for six (6) months from when Axon made the subsequent release/version available.
5. **Termination.** Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Customer's right to login to Axon Evidence Local.



Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services is included on the Quote.

1. Definitions.

- 1.1. "**API Client**" means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.
- 1.2. "**API Interface**" means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.
- 1.3. "**Axon Evidence Partner API, API or Axon API**" (collectively "**API Service**") means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.
- 1.4. "**Use**" means any operation on Customer's data enabled by the supported API functionality.

2. Purpose and License.

- 2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.
- 2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.
- 2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. Configuration. Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.

4. Customer Responsibilities. When using API Service, Customer and its end users may not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
- 4.11. disclose Axon's API manual.

5. API Content. All content related to API Service, other than Customer Content or Customer's API Client content, is considered Axon's API Content, including:



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- 5.1. the design, structure and naming of API Service fields in all responses and requests;
 - 5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;
 - 5.3. the structure of and relationship of API Service resources; and
 - 5.4. the design of API Service, in part or as a whole.
6. **Prohibitions on API Content.** Neither Customer nor its end users will use API content returned from the API Interface to:
- 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
 - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
 - 6.3. misrepresent the source or ownership; or
 - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
7. **API Updates.** Axon may update or modify the API Service from time to time ("**API Update**"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.



Advanced User Management Appendix

This Appendix applies if Axon Advanced User Management is included on the Quote.

1. **Scope.** Advanced User Management allows Customer to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("**SCIM**"), and (c) automate group creation and management through SCIM.
2. **Advanced User Management Configuration.** Customer will work independently to configure Customer's Advanced User Management for Customer's applicable Use. Upon request, Axon will provide general guidance to Customer, including documentation that details the setup and configuration process.



FUSUS APPENDIX

- 1. **Access.** Upon Axon granting Customer a subscription to FUSUS cloud services in the Quote, Customer may access and use FūsusONE Real Time Interoperability Solution services to for the purpose of viewing and managing Customer Content. Some Customer content contained in Axon’s Evidence.com may not be accessible or transferable to the FUSUS cloud services.
- 2. **Product Limits.** The following limitations apply to the below products:

	Lite	Basic	Pro	Enterprise	Enterprise Plus
Total Number of Managed End Points	150	150	500	1500	4500
Max Number of Video Streams Connected	0	150	500	1500	4500
Indefinite Cloud Storage		2TB	5TB	10TB	30TB

Overages may result in additional fees or the need to upgrade products.

- 3. **Disclaimer.** Customer is responsible for use of any internet access devices and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by Customer to access the service (“Third-Party Components”) are the sole and exclusive responsibility of Customer, and Axon has no responsibility for such Third-party Components, FUSUS cloud services, or Customer relationships with such third parties. Customer agrees to at all times comply with the lawful terms and conditions of agreements with such third parties. Axon does not represent or warrant that the FUSUS cloud services and the Customer Content are compatible with any specific third-party hardware or software or any other Third-Party Components. Customer is responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the FUSUS cloud services.
- 4. **Data Privacy.** Axon may collect, use, transfer, disclose and otherwise process Customer Content in the context of facilitating communication of data with Customer through their use of FUSUS cloud services FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Customer’s use of FUSUS systems, and undertaking data analytics. Customer Content saved in Axon Cloud Services is the sole property of Customer and may not be distributed by Axon to any third parties outside of the Customer’s organization without the Customer’s expressed written consent.



Axon Channel Services Appendix

This Appendix applies if Customer purchases Axon Channel Service, as set forth on the Quote.

1. **Definitions.**
 - 1.1. **"Axon Digital Evidence Management System"** means Axon Evidence or Axon Evidence Local, as specified in the attached Channel Services Statement of Work.
 - 1.2. **"Active Channel"** means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.
 - 1.3. **"Inactive Channel"** means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.
2. **Scope.** Customer currently has a third-party system or data repository from which Customer desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Customer's third-party data into an Axon Digital Evidence Management System or the transfer of Customer data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Customer Content. Customer is responsible for verifying all necessary data is migrated correctly and retained per Customer policy.
3. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
4. **Purpose and Use.** Customer is responsible for verifying Customer has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Customer is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Customer's network and systems to perform the Services described in the Channel Services SOW. Customer is responsible for facilitating this access per all laws and policies applicable to Customer.
5. **Project Management.** Axon will assign a Project Manager to work closely with Customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
6. **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.
7. **Monitoring.** Axon may monitor Customer's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Customer agrees not to interfere with such monitoring or obscure from Axon Customer's use of channel services.
8. **Customer's Responsibilities.** Axon's successful performance of the Channel Services requires Customer:
 - 8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
 - 8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Customer (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Customer premises with laptop personal computers and any other materials needed to perform the Channel Services);
 - 8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
 - 8.4. Ensure all appropriate data backups are performed;
 - 8.5. Provide Axon with remote access to the Customer's network and third-party systems when required for Axon to perform the Channel Services;
 - 8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and
 - 8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators,

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and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).



VIEVU Data Migration Appendix

This Appendix applies if Customer purchases Migration services, as set forth on the Quote.

1. **Scope.** Customer currently has legacy data in the VIEVU solution from which Customer desires to move to Axon Evidence. Axon will work with Customer to copy legacy data from the VIEVU solution into Axon Evidence ("**Migration**"). Before Migration, Customer and Axon will work together to develop a Statement of Work ("**Migration SOW**") to detail all deliverables and responsibilities. The Migration will require the availability of Customer resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Customer's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon's resource availability.
 - 1.1. A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Customer. The Migration SOW will provide further detail.
2. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
3. **Project Management.** Axon will assign a Project Manager to work closely with Customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
4. **Downtime.** There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Customer is migrating. Axon will work with Customer to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.
5. **Functionality Changes.** Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration.
6. **Acceptance.** Once the Migration is complete, Axon will notify Customer and provide an acceptance form. Customer is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Customer policy. Customer will have ninety (90) days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.
 - 6.1. In the event Customer does not accept the Migration, Customer agrees to notify Axon within a reasonable time. Customer also agrees to allow Axon a reasonable time to resolve any issue. In the event Customer does not provide Axon with a written rejection of the Migration during these ninety (90) days, Customer may be charged for additional monthly storage costs. After Customer provides acceptance of the Migration, Axon will delete all data from the VIEVU solution ninety (90) days after the Migration.
7. **Post-Migration.** After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Customer elects to maintain data within the VIEVU solution, Axon will provide Customer ninety (90) days' notice before ending support for the VIEVU solution.
8. **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.
9. **Monitoring.** Axon may monitor Customer's use of Migration to ensure quality, improve Axon Devices and Services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Customer agrees not to interfere with such monitoring or obscure Customer's use of Migration from Axon.



10.

Axon Technical Account Manager Appendix

This Appendix applies if Axon Support Engineer services are included on the Quote.

- 1. **Axon Technical Account Manager Payment.** Axon will invoice for Axon Technical Account Manager ("TAM") services, as outlined in the Quote, when the TAM commences work on-site at Customer.
- 2. **Full-Time TAM Scope of Services.**
 - 2.1. A Full-Time TAM will work on-site four (4) days per week, unless an alternate schedule or reporting location is mutually agreed upon by Axon and Customer.
 - 2.2. Customer's Axon sales representative and Axon's Customer Success team will work with Customer to define its support needs and ensure the Full-Time TAM has skills to align with those needs. There may be up to a six- (6-) month waiting period before the Full-Time TAM can work on-site, depending upon Customer's needs and availability of a Full-Time TAM.
 - 2.3. The purchase of Full-Time TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer, and Customer is current on all payments for the Full-Time TAM Service.
 - 2.4. The Full-Time TAM **Service options are listed below:**

<p>Ongoing System Set-up and Configuration Assisting with assigning cameras and registering docks Maintaining Customer's Axon Evidence account Connecting Customer to "Early Access" programs for new devices</p>
<p>Account Maintenance Conducting on-site training on new features and devices for Customer leadership team(s) Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program Conducting weekly meetings to cover current issues and program status</p>
<p>Data Analysis Providing on-demand Axon usage data to identify trends and insights for improving daily workflows Comparing Customer's Axon usage and trends to peers to establish best practices Proactively monitoring the health of Axon equipment and coordinating returns when needed</p>
<p>Direct Support Providing on-site, Tier 1 and Tier 2 (as defined in Axon's Service Level Agreement) technical support for Axon Devices Proactively monitoring the health of Axon equipment Creating and monitoring RMAs on-site Providing Axon app support Monitoring and testing new firmware and workflows before they are released to Customer's production environment</p>
<p>Customer Advocacy Coordinating bi-annual voice of customer meetings with Axon's Device Management team Recording and tracking Customer feature requests and major bugs</p>

- 3. **Regional TAM Scope of Services**
 - 3.1. A Regional TAM will work on-site for three (3) consecutive days per quarter. Customer must schedule the on-site days at least two (2) weeks in advance. The Regional TAM will also be available by phone and email during regular business hours up to eight (8) hours per week.
 - 3.2. There may be up to a six- (6-) month waiting period before Axon assigns a Regional TAM to Customer, depending upon the availability of a Regional TAM.
 - 3.3. The purchase of Regional TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer and Customer is current on all payments for the Regional TAM Service.
 - 3.4. The Regional TAM service options are listed below:



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Account Maintenance

Conducting remote training on new features and devices for Customer's leadership
Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program

Conducting weekly conference calls to cover current issues and program status

Visiting Customer quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Customer's goals for your Axon program, and continue to ensure a successful deployment of Axon Devices

Direct Support

Providing remote, Tier 1 and Tier 2 (As defined Axon's Service Level Agreement) technical support for Axon Devices

Creating and monitoring RMAs remotely

Data Analysis

Providing quarterly Axon usage data to identify trends and program efficiency opportunities

Comparing an Customer's Axon usage and trends to peers to establish best practices

Proactively monitoring the health of Axon equipment and coordinating returns when needed

Customer Advocacy

Coordinating bi-yearly Voice of Customer meetings with Device Management team

Recording and tracking Customer feature requests and major bugs

4. **Out of Scope Services.** The TAM is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.
5. **TAM Leave Time.** The TAM will be allowed up seven (7) days of sick leave and up to fifteen (15) days of vacation time per each calendar year. The TAM will work with Customer to coordinate any time off and will provide Customer with at least two (2) weeks' notice before utilizing any vacation days.



Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third Party Video Support License, the following appendix shall apply.

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Customer a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Customer any right to enhancements or updates, but if such are made available to Customer and obtained by Customer they shall become part of the Software and governed by the terms of this Agreement.
2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Customer agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Customer terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
3. **Restrictions on Use.** Customer may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Customer may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Customer may not rent, lease, sublicense, grant a security interest in or otherwise transfer Customer's rights to or to use the Software. Any rights not granted are reserved to Axon.
4. **Term.** For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period, evaluation licenses, companion licenses, as well as temporary licenses—the license shall be perpetual unless Customer fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Customer.
5. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Customer with title or ownership of the Software, but only a right of limited use.
6. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Customer may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Customer. If Customer receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Customer to use the copy of media on an additional server.
7. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Customer agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Customer ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Customer's computer or computer system, Customer agrees not to access such media for the purpose of recovering the Software or online Software Documentation.
8. **Export Controls.** None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.
9. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and Customer supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or



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subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.



My90 Terms of Use Appendix

Definitions.

- 1.1. **"My90"** means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.
- 1.2. **"Recipient Contact Information"** means contact information, as applicable, including phone number or email address (if available) of the individual whom Customer would like to obtain feedback.
- 1.3. **"Customer Data"** means
 - 1.3.1. "My90 Customer Content" which means data, including Recipient Contact Information, provided to My90 directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Customer Content does not include My90 Non-Content Data.
 - 1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Customer's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Customer Content.
 - 1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.
- 1.4. **"My90 Data"** means
 - 1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Customer and survey recipients within My90.
 - 1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.
- 1.5. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.
- 1.6. **"Processing"** means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
- 1.7. **"Sensitive Personal Data"** means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.
2. **Access.** Upon Axon granting Customer a subscription to My90, Customer may access and use My90 to store and manage My90 Customer Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.
3. **IP address.** Axon will not store survey respondents' IP address.
4. **Customer Owns My90 Customer Content.** Customer controls or owns all right, title, and interest in My90 Customer Content. Except as outlined herein, Axon obtains no interest in My90 Customer Content, and My90 Customer Content is not Axon's business records. Except as set forth in this Agreement, Customer is responsible for uploading, sharing, managing, and deleting My90 Customer Content. Axon will only have access to My90 Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to My90 Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.



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5. **Details of the Processing.** The nature and purpose of the Processing under this Appendix are further specified in Schedule 1 Details of the Processing, to this Appendix.
6. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Customer Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Customer Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Customer, such as ISO 27001 certification or SOC 2 Reporting.
7. **Privacy.** Customer use of My90 is subject to the My90 Privacy Policy, a current version of which is available at <https://www.axon.com/legal/my90privacypolicy>. Customer agrees to allow Axon access to My90 Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.
8. **Location of Storage.** Axon may transfer Customer Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Customer Data. For all Customer, Axon will Process and store Customer Data within the country Customer is based. Ownership of My90 Customer Content remains with Customer.
9. **Required Disclosures.** Axon will not disclose Customer Data that Customer shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Customer if any disclosure request is received for Customer Data so Customer may file an objection with the court or administrative body, unless prohibited by law.
10. **Data Sharing.** Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:
 - 10.1. Axon may share Customer Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.
 - 10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably be linked directly or indirectly to a particular individual.
11. **License and Intellectual Property.** Customer grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Customer Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Customer Data to any third party under this right that is not aggregated and de-identified. Customer acknowledges that Customer will have no intellectual property right in any media, good or service developed or improved by Axon. Customer acknowledges that Axon may make any lawful use of My90 Data and any derivative of Customer Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Customer will have no intellectual property right in any good, service, media, or other product that uses My90 Data.
12. **Customer Use of Aggregated Survey Response.** Axon will make available to Customer Aggregated Survey Response and rights to use for any Customer purpose.
13. **Data Subject Rights.** Taking into account the nature of the Processing, Axon shall assist Customer by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfillment of Customer's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Customer Content. If in regard to My90 Customer Content, Axon receives a Data Subject Request from Customer's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Customer. Customer will be responsible for responding to any such request.
14. **Assistance with Requests Related to My90 Customer Content.** With regard to the processing of My90 Customer Content, Axon shall, if not prohibited by applicable law, notify Customer without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Customer Content; (b) receives a complaint or request from a third party regarding the obligations of Customer or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Customer Content or the Processing or protection of My90 Customer Content. Axon

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shall not respond to such requests, complaints, or communications, unless Customer has given Axon written instructions to that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Customer of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing.** If Axon Evidence partner sharing is used to share My90 Customer Content, Customer will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Customer acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Customer also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.
16. **Data Retention.** Phone numbers provided to Axon directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.
17. **Termination.** Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Customer Content or the potential monetization of Survey Response and Aggregated Survey Response.
18. **Managing Data Shared.** Customer is responsible for:
 - 18.1. Ensuring My90 Customer Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;
 - 18.2. Ensuring that only My90 Customer Content that is authorized to be shared for the purposes outlined is shared with Axon. Customer will periodically monitor or audit this shared data;
 - 18.3. Using an appropriately secure data transfer mechanism to provide My90 Customer Content to Axon;
 - 18.4. Immediately notifying Axon if My90 Customer Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Customer Content in the event Customer requests to un-share previously shared My90 Customer Content;
19. **Prior to enrollment in My90.** Prior to enrolling in My90, Customer will:
 - 19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;
 - 19.2. develop a set of default qualification criteria of what My90 Customer Content may be shared with Axon; and
 - 19.3. assign responsibilities for managing what My90 Customer Content is shared with Axon and educate users on what data may or not be shared with Axon.
20. **Customer Responsibilities.** Customer is responsible for:
 - 20.1. ensuring no My90 Customer Content or Customer end user's use of My90 Customer Content or My90 violates this Agreement or applicable laws;
 - 20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Customer Data in accordance with this Agreement; and
 - 20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to My90. Customer will also maintain the security of end usernames and passwords and security and access by end users to My90 Customer Content. Customer is responsible for ensuring the configuration and utilization of My90 meets applicable Customer regulations and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon



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immediately if an unauthorized party may be using Customer's account or My90 Customer Content or if account information is lost or stolen.

21. **Suspension.** Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of My90 immediately upon notice, if Customer or end user's use of or registration for My90 may (a) pose a security risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Customer Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.
22. **My90 Restrictions.** Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
 - 22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;
 - 22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;
 - 22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;
 - 22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;
 - 22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or
 - 22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.



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Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Customer obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:
 - 1.1. Survey Tool where Customer may create, distribute, and analyze feedback from individuals it designates. Customer may designate members of the community, staff or officers from whom they would like to obtain feedback;
 - 1.2. Creation of custom forms for surveys. Customer may select questions from a list of pre-drafted questions or create their own;
 - 1.3. Distribution of survey via multiple distribution channels such as text message;
 - 1.4. Ability to access and analyze Survey Response. Axon may also provide Customer Aggregated Survey Responses which contain analysis and insights from the Survey Response;
 - 1.5. Direct integrations into information systems including Computer Aided Dispatch ("**CAD**"). This will enable Customer to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;
 - 1.6. Data Dashboard Beta Test ("**Data Dashboard**") where Survey Response and Aggregated Survey Response will be displayed for Customer use. Customer will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Customer to test before they are publicly available;
 - 1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Customer; (2) other Axon Customer; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and
 - 1.8. Provide services and materials to engage Customer stakeholders, market the partnership to the public, and facilitate training.



Axon Event Offer Appendix

If the Agreement includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("Axon Event"), the following shall apply:

1. **General.** Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.
2. **Attendee/Employee Selection.** Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).
3. **Compliance.** It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Customer's local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer's compliance with such reporting requirements.
4. **Assignability.** Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.
5. **Availability.** The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.
6. **Revocation of Offer.** Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations



Axon Training Pod

1. **Customer Responsibilities.** Customer is responsible for: (i) all permits to use the Axon Training Pod; (ii) complying with all applicable laws pertaining to the use of the Axon Training Pod; (iii) any maintenance required for the Axon Training Pod; and (iv) disposal of the Axon Training Pod.
2. **Warranties. TO THE EXTENT NOT PROHIBITED BY LAW, AXON TRAINING POD IS SOLD "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**
3. **Placement.** Axon will make its best efforts to work with Customer on the initial placement of the Axon Training Pod. After the initial placement, it is the Customer's responsibility to make any adjustments to the Axon Training Pod's placement.