

# County of Nueces

**CAROLYN VAUGHN**  
Commissioner  
Precinct 1



**JOHN MAREZ**  
Commissioner  
Precinct 3

**JOE A.  
GONZALEZ**  
Commissioner  
Precinct 2

**SAMUEL L. NEAL**  
County Judge  
Nueces County Courthouse, Room 303  
901 Leopard Street  
Corpus Christi, Texas 78401-3697

**BRENT CHESNEY**  
Commissioner  
Precinct 4

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## AUTHORIZING RESOLUTION

Whereas, **NUECES COUNTY, TEXAS** (the "Governmental Entity"), a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of Texas (the "State"), is authorized by the laws of the State to purchase, acquire and lease personal property for the benefit of the Governmental Entity and its inhabitants and to enter into contracts with respect thereto; and

Whereas, in order to lease such equipment, the Governmental Entity proposes to enter into a transaction pursuant to that certain Governmental Equipment Lease Purchase Agreement (the "Agreement") with Holt Texas, Ltd., the form of which has been presented to the governing body of the Governmental Entity at this meeting;

Now, Therefore, Be It And It Is Hereby Resolved:

Section 1. Approval of Documents. The form, terms and provisions of the Agreement and all other schedules and exhibits attached thereto are hereby approved in substantially the form presented at this meeting, with such insertions, omissions and changes as shall be approved by counsel of the Governmental Entity or other members of the governing body of the Governmental Entity executing the same, the execution of such documents being conclusive evidence of such approval; and the persons holding the titles listed below or any other officer of the Governmental Entity who shall have the power to execute contracts on its behalf are hereby authorized and directed to execute, acknowledge, countersign and deliver the Agreement and all exhibits attached thereto, and the Secretary/Clerk of the Governmental Entity is hereby authorized to attest to the foregoing and affix the seal of the Governmental Entity to such documents.

Section 2. Other Actions Authorized. The officers and employees of the Governmental Entity shall take all action necessary or reasonably required by the parties to the Agreement to carry out, give effect to and consummate the transactions contemplated thereby and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreement.

Section 3. No General Liability. Nothing contained in this Resolution, the Agreement, or any other instrument shall be construed with respect to the Governmental Entity as incurring a pecuniary liability or charge upon the general credit of the Governmental Entity or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Agreement, or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Governmental Entity or any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement.

DULY ADOPTED BY VOTE OF THE COMMISSIONERS COURT OF NUECES COUNTY, TEXAS ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

\_\_\_\_\_  
**SAMUEL L. NEAL**  
Nueces County Judge

\_\_\_\_\_  
**CAROLYN VAUGHN**  
Commissioner, Precinct 1

\_\_\_\_\_  
**JOE A. GONZALEZ**  
Commissioner, Precinct 2

\_\_\_\_\_  
**JOHN MAREZ**  
Commissioners, Precinct 3

\_\_\_\_\_  
**BRENT CHESNEY**  
Commissioners, Precinct 4

ATTEST:

\_\_\_\_\_  
Kara Sands, County Clerk  
Nueces County, Texas

**AFFIDAVIT OF DALE ATCHLEY**

THE STATE OF TEXAS     §  
  §  
COUNTY OF NUECES     §

BEFORE ME, the undersigned authority, personally appeared Dale Atchley, Nueces County Auditor who being by me duly sworn, deposed as follows:

“My name is Dale Atchley. I am over eighteen (18) years of age, of sound mind, capable of making this Affidavit and personally acquainted with the facts herein stated.

I am the county auditor and the budget officer for Nueces County. Nueces County currently has set aside in their budget a fund for liability self-insurance. This funding is reviewed annually in the budget process.”

FURTHER AFFIANT SAYETH NOT.

In witness whereof, I have hereto set my hand this the \_\_\_\_ day of \_\_\_\_\_ 2018.

\_\_\_\_\_  
Dale Atchley  
Nueces County Auditor

THE STATE OF TEXAS §  
COUNTY OF NUECES §

BEFORE ME, on this day personally appeared Dale Atchley, known to me to be the person whose name is subscribed to the foregoing instrument and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_ 2018.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



**Governmental Equipment Lease-Purchase Agreement  
Transaction Number 3500809**

**1. PARTIES**

**LESSOR ("we", "us", or "our"):**

**HOLT TEXAS, LTD.**  
Holt Ave. & South W. W. White Road  
San Antonio, TX 78220-7916

**LESSEE ("you" or "your"):**

**NUECES COUNTY, TEXAS**  
901 Leopard St., Room 304  
Corpus Christi, TX 78401

In reliance on your selection of the equipment described below (each a "Unit"), we have agreed to acquire and lease the Units to you, subject to the terms of this Agreement. **Until this Agreement has been signed by our duly authorized representative, it will constitute an offer by you to enter into this Agreement with us on the terms stated herein.**

**2. DESCRIPTION OF THE UNITS**

<b>DESCRIPTION OF UNITS</b> Whether the Unit is new or used, the model number, the manufacturer, and the model name.	<b>SERIAL/VIN</b> Unique ID number for this Unit.	<b>ANNUAL LEASE PAYMENT</b> This is due per period, as stated below in section 3.	<b>FINAL LEASE PAYMENT</b>	<b>DELIVERY DATE</b> Enter date machine was delivered to you
New 930M Caterpillar Wheel Loader	KTG03519	\$39,170.33	\$1.00	_____

**TERMS AND CONDITIONS**

3. **Lease Payments; Current Expense** You will pay us the lease payments, including the final lease payment set forth above (collectively, the "Lease Payments"). Lease Payments shall be paid by Lessee to Lessor according to the following schedule: \$39,170.33 due on the date you sign this Agreement; \$39,170.33 due on the first anniversary of such signing date in 2019; \$39,170.33 due on the second anniversary of such signing date in 2020; and \$1.00 due on the third anniversary of such signing date in 2021; provided that all accounts owing hereunder shall be due by the final lease payment date. A portion of each Lease Payment constitutes interest and the balance of each Lease Payment is payment of principal. The Lease Payments will be due without demand. You will pay the Lease Payments to us at our address above or, if we assign this Agreement as permitted in Section 9, to the address of the assignee or such other location that we designate in writing. Your obligations, including your obligation to pay the Lease Payments due in any fiscal year, will constitute a current expense of yours for such fiscal year and will not constitute an indebtedness of yours within the meaning of the constitution and laws of the State in which you are located (the "State"). Nothing in this Agreement will constitute a pledge by you of any taxes or other moneys, other than moneys lawfully appropriated from time to time for the payment of the "Payments" (as defined in the last sentence of this Paragraph) owing under this Agreement. **You agree that, except as provided in paragraph 7, your duties and liabilities under this Agreement and any associated documents are absolute and unconditional. Your payment and performance obligations are not subject to cancellation, reduction, or setoff for any reason. You agree to settle all claims, defenses, setoffs, counterclaims and other disputes you may have with the Supplier, the manufacturer of the Unit, or any other third party directly with the Supplier, the manufacturer or the third party, as the case may be. You will not assert, allege or make any such claim, defense, setoff, counterclaim or other dispute against us or with respect to the payments due us under this Agreement.** As used in this Agreement, "Payments" will mean the Lease Payments and any other amounts required to be paid by you.

The portion of the Lease Payments constituting principal will bear interest (computed on the basis of actual days elapsed in a 360 day year) at the rate of **4.55%** per annum.

4. **Late Charges** If we do not receive a Payment on the date it is due, you will pay to us, on demand, a late payment charge equal to the lesser of five percent (5%) of such Payment or the highest charge allowed by law.
5. **Security Interest** To secure your obligations under this Agreement, you grant us a continuing first priority security interest in each Unit (including any Additional Collateral), including all attachments, accessories and optional features (whether or not installed on such Units) and all substitutions, replacements, additions, and accessions, and the proceeds of all the foregoing, including, but not limited to, proceeds in the form of chattel paper. You authorize the filing of such financing statements and will, at your expense, do any act and execute, acknowledge, deliver, file, register and record any document, which we deem desirable to protect our security interest in each Unit and our rights and benefits under this Agreement. You, at your expense, will protect and defend our security interest in the Units and will keep the Units free and clear of any and all claims, liens, encumbrances and legal processes however and whenever arising.
6. **Disclaimer of Warranties** WE HAVE NOT MADE AND DO NOT MAKE ANY WARRANTY, REPRESENTATION OR COVENANT OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE UNITS. AS TO US, YOUR LEASE AND PURCHASE OF THE UNITS WILL BE ON AN "AS IS" AND "WHERE IS" BASIS AND "WITH ALL FAULTS". **Nothing in this Agreement is intended to limit, waive, abridge or otherwise modify any rights, claims, or causes of action that you may have against any person or entity other than us.**
7. **Non-Appropriation** You have an immediate need for, and expect to make immediate use of, the Units. This need is not temporary or

expected to diminish during the term of this Agreement. To that end, you agree, to the extent permitted by law, to include in your budget for the current and each successive fiscal year during the term of this Agreement, a sufficient amount to permit you to discharge your obligations under this Agreement. Notwithstanding any provision of this Agreement to the contrary, we and you agree that, in the event that prior to the commencement of any of your fiscal years you do not have sufficient funds appropriated to make the Payments due under this Agreement for such fiscal year, you will have the option of terminating this Agreement as of the date of the commencement of such fiscal year by giving us sixty (60) days prior written notice of your intent to terminate. No later than the last day of the last fiscal year for which appropriations were made for the Payments (the "Return Date"), you will return to us all of the Units, at your sole expense, in accordance with Paragraph 14, and this Agreement will terminate on the Return Date without penalty or expense to you and you will not be obligated to pay the Lease Payments beyond such fiscal year; provided, that you will pay all Payments for which moneys have been appropriated or are otherwise available; and provided further, that you will pay month-to-month rent at the rate set by us for each month or part of any month that you fail to return the Units.

8. **Tax Warranty** You will, at all times, do and perform all acts and things necessary and within your control to ensure that the interest component of the Lease Payments will, for the purposes of Federal income taxation, be excluded from our gross income. You will not permit or cause your obligations under this Agreement to be guaranteed by the Federal Government or any branch or instrumentality of the Federal Government. You will use the Units for the purpose of performing one or more of your governmental functions consistent with the scope of your authority and not in any trade or business carried on by a person other than you. You will report this Agreement to the Internal Revenue Service by filing Form 8038G, 8038GC or 8038, as applicable. Failure to do so will cause this Agreement to lose its tax exempt status. You agree that if the appropriate form is not filed, the interest rate payable under this Agreement will be raised to the equivalent taxable interest rate. If the use, possession or acquisition of the Units is determined to be subject to taxation, you will pay when due all taxes and governmental charges assessed or levied against or with respect to the Units.

9. **Assignment** You may not, without our prior written consent, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of your right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part. We may not transfer, sell, assign, pledge, hypothecate, or otherwise dispose of our right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part.

10. **Indemnity** To the extent permitted by law, you assume liability for, agree to and do indemnify, protect and hold harmless us and our employees, officers, directors and agents from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses (including reasonable attorney's fees), of whatsoever kind and nature, arising out of the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by you or us), operation, ownership, selection, delivery, storage, leasing or return of any item of Units, regardless of where, how and by whom operated, or any failure on your part to accept the Units or otherwise to perform or comply with any conditions of this Agreement.

11. **Insurance; Loss and Damage**  
You bear the entire risk of loss, theft, destruction or damage to the Units from any cause whatsoever. No loss, theft, destruction or

damage of the Units will relieve you of the obligation to make Lease Payments or to perform any obligation owing under this Agreement. You agree to keep the Units insured to protect all of our interests, at your expense, for such risks, in such amounts, in such forms and with such companies as we may require, including but not limited to fire and extended coverage insurance, explosion and collision coverage, and personal liability and property damage liability insurance. Any insurance policies relating to loss or damage to the Units will name us as loss payee as our interests may appear and the proceeds may be applied toward the replacement or repair of the Units or the satisfaction of the Payments due under this Agreement. You agree to use, operate and maintain the Units in accordance with all laws, regulations and ordinances and in accordance with the provision of any policies of insurance covering the Units, and will not rent the Units or permit the Units to be used by anyone other than you. You agree to keep the Units in good repair, working order and condition and house the Units in suitable shelter, and to permit us or our assigns to inspect the Units at any time and to otherwise protect our interests in the Units. If any Unit is customarily covered by a maintenance agreement, you will furnish us with a maintenance agreement by a party acceptable to us.

12. **Default; Remedies** An "Event of Default" will occur if (a) you fail to pay any Payment when due and such failure continues for ten (10) days after the due date for such Payment or (b) you fail to perform or observe any other covenant, condition, or agreement to be performed or observed by you under this Agreement and such failure is not cured within twenty (20) days after written notice of such failure from us. Upon an Event of Default, we will have all rights and remedies available under applicable law. In addition, we may declare all Lease Payments due or to become due during the fiscal year in which the Event of Default occurs to be immediately due and payable by you and/or we may repossess the Units by giving you written notice to deliver the Units to us in the manner provided in Paragraph 14, or in the event you fail to do so within ten (10) days after receipt of such notice, and subject to all applicable laws, we may enter upon your premises and take possession of the Units. Further, if we financed your obligations under any extended warranty agreement such as an Equipment Protection Plan, Extended Service Contract, Extended Warranty, Customer Service Agreement, Total Maintenance and Repair Agreement or similar agreement, we may cancel such extended warranty agreement on your behalf and receive the refund of the extended warranty agreement fees that we financed but had not received from you as of the date of the Event of Default.

13. **Miscellaneous** This Agreement may not be modified, amended, altered or changed except by a written agreement signed by you and us. In the event any provision of this Agreement is found invalid or unenforceable, the remaining provisions will remain in full force and effect. This Agreement, together with exhibits, constitutes the entire agreement between you and us and supersedes all prior and contemporaneous writings, understandings, agreements, solicitations, documents and representations, expressed or implied. Any terms and conditions of any purchase order or other documents submitted by you in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on us and will not apply to this Agreement. You agree that we may correct patent errors in this Agreement and fill in blanks including, for example, correcting or filling in serial numbers, VIN numbers, and dates. Any notices required to be given under this Agreement will be given to the parties in writing and by certified mail at the address provided in this Agreement, or to such other addresses as each party may substitute by notice to the other, which notice will be effective upon its receipt.

14. **Title; Return of Units** Notwithstanding our designation as "Lessor," we do not own the Units. Legal title to the Units will be in you so long as an Event of Default has not occurred and you have not exercised your right of non-appropriation. If an Event of Default occurs

or if you non-appropriate, full and unencumbered title to the Units will pass to us without the necessity of further action by the parties, and you will have no further interest in the Units. If we are entitled to obtain possession of any Units or if you are obligated at any time to return any Units, then (a) title to the Units will vest in us immediately, and (b) you will, at your expense, promptly deliver the Unit to us properly protected and in the condition required by Section 11. You will deliver the Unit, at our option, (i) to the nearest Caterpillar dealer selling equipment of the same type as the Unit; or (ii) on board a carrier named by us and shipping the Unit, freight collect, to a destination designated by us. If the Unit is not in the condition required by Section 11, you must pay us, on demand, all costs and expenses incurred by us to bring the Unit into the required condition. Until the Units are returned as required above, all terms of this Agreement will remain in full force and effect including, without limitation, your obligation to pay Lease Payments and to insure the Units.

- 15. **Other Documents** In connection with the execution of this Agreement, you will cause to be delivered to us (i) either (A) a certified copy of your authorizing resolution substantially in the form attached as Attachment B **and** a copy of the minutes of the relevant meeting or (B) an opinion of your counsel substantially in the form attached as Attachment C; (ii) a Verification of Insurance substantially in the form attached to this Agreement; (iii) a copy of the signed Form filed with the Internal Revenue Service required in Section 8 above as Attachment D; and (iv) any other documents or items required by us.
- 16. **Applicable Law** This Agreement will be governed by the laws, excluding the laws relating to the choice of law, of the State in which you are located.

**SIGNATURES**

LESSOR      **HOLT TEXAS, LTD.**

Signature      \_\_\_\_\_

Name (print)      \_\_\_\_\_

Title      \_\_\_\_\_

Date      \_\_\_\_\_

LESSEE      **NUECES COUNTY, TEXAS**

Signature      \_\_\_\_\_

Name (print)      \_\_\_\_\_

Title      \_\_\_\_\_

Date      \_\_\_\_\_



**Amendment to Governmental Equipment Lease-Purchase Agreement  
Transaction Number 3254778**

This Amendment (the "Amendment"), dated \_\_\_\_\_, 2018 (the "Effective Date"), to the Governmental Equipment Lease-Purchase Agreement (the "Lease") for the Transaction Number set out above is by and between the parties identified below.

**PARTIES**

**LESSOR:**

**HOLT TEXAS, LTD.**  
Holt Ave. & South W. W. White Road  
San Antonio, TX 78220-7916

**LESSEE:**

**NUECES COUNTY, TEXAS**  
901 Leopard St., Room 304  
Corpus Christi, TX 78401

**TERMS AND CONDITIONS**

1. Capitalized terms used but not defined herein shall have the meaning given them in the Lease.
2. Except as provided herein, the Lease shall remain unchanged and in full force and effect in accordance with its terms. Any additional modifications are null and void unless approved in writing by you and us. Nothing herein shall be deemed to be a waiver or amendment of any other provision contained in the Lease or any of our rights or remedies under the Lease.
3. As of the Effective Date, the Lease is hereby amended as set forth below.

**AMENDMENT**

1. Section 3 of the Agreement (headed "Lease Payments; Current Expenses") is amended in the following respects:
  - (a) The tenth (10<sup>th</sup>) and eleventh (11<sup>th</sup>) sentences of Section 3 (which are in bold print in the two originals of this Agreement) are deleted in their entirety and replaced with the following sentence: "You will not assert, allege, or make any claim, defense, setoff, counterclaim, or dispute you may have with the Supplier, the manufacturer of the Unit, or any third party against any assignee or with respect to the payments due any assignee under this Agreement."
  - (b) The following sentence is added at the conclusion of Section 3: "Upon payment of the last Lease Payment due plus all other amounts owing hereunder, any security interest in our favor shall be extinguished and title will continue to be vested in you as per Section 14 below without any further obligation to us. Pricing of the Units is pursuant to and consistent with Local Government Purchasing Cooperative ("Buyboard") Contract No. 424-13 and the Interlocal Cooperative Act, V.T.C.A. §§791.001 et seq."
2. Section 5 of the Agreement (headed "Security Interest") is amended in the following respects:
  - (a) After the first (1<sup>st</sup>) sentence of Section 5 the following new sentence is added: "The parties acknowledge that there are two (2) originals of this Agreement, one original for county recording purposes to be filed with the county clerk upon execution by both parties, the other original to be held by us as Lessor. The document filed with the county clerk is not chattel paper and is non-negotiable."
  - (b) The following new sentence is added at the end of Section 5: "Upon payment of the last Lease Payment due plus all other amounts owing hereunder, any security interest in our favor shall be extinguished, and title will continue to be vested in you."
3. Section 7 of the Agreement (headed "Non-Appropriation") is restated in its entirety to provide as follows:

**"Annual Right of Termination** You may terminate this Agreement as of the last day of any calendar year during the term hereof by giving us sixty (60) days prior written notice of your intent to terminate this Agreement (although the failure to give such notice shall not affect your right to terminate this Agreement as provided herein). In the event you give to us such notice during the term hereof, you shall, no later than the last day of such calendar year (the "Return Date"), return to us all, but not less than all, of the Units, at your sole expense, in accordance with Section 14, and this Agreement shall terminate as of the Return Date. Thereafter, you shall not incur any additional obligations hereunder, provided that you shall pay all Lease

Payments and other payments due prior to the Return Date, and, provided further, that you shall pay month-to-month rent at the rate set forth above for each month or part thereof that you fail to return the Units.”

4. Section 9 of the Agreement (headed “Assignment”) is amended by adding the following new sentences at the end thereof: “Notwithstanding the foregoing, upon the parties’ execution of this Agreement, we may assign all of our rights and interests in and to this Agreement to Caterpillar Financial Services Corporation (“CFSC”). Upon our assignment to CFSC, “us,” “we,” and “our” will refer to CFSC, CFSC shall have all the rights and remedies of Lessor hereunder, and all of your agreements, representations and warranties will be deemed to have been made to CFSC with the same force and effect as if it were an original party to this Agreement. You agree and acknowledge that we are not CFSC’s agent for any purpose, and upon assignment we have no power or authority to amend this Agreement. **You agree to settle all claims, defenses, setoffs, counterclaims, and other disputes of any kind you may have with us or the manufacturer of the Units directly with us or the manufacturer of the Units, as the case may be. You will not assert or allege or make any such claim, defense, setoff, counterclaim or other dispute against CFSC.** You acknowledge that CFSC is not related to us and that CFSC has no knowledge or information as to the condition or suitability of the Units.”
5. Section 10 of the Agreement (headed “Indemnity”) is amended by adding the following new sentence at the end thereof: “The provisions of this section specifically do not negate any claim you may have against the manufacturer of the Unit.”
6. Section 11 of the Agreement (headed “Insurance; Loss and Damage”) is amended by designating the current language thereof as Section 11(a) and adding the following new Section 11(b):

“(b) Notwithstanding any provision to the contrary contained herein, you may self-insure against (a) comprehensive public liability (including product and broad form contractual liability) covering the Units up to \$1,000,000 combined coverage for bodily injury and property damage per occurrence, and (b) physical damage of the Units. You hereby certify that the self-insurance programs (i) shall be primary without right of contribution from any insurance carried by us, (ii) shall guarantee payment to us for any loss or damage suffered by us arising from this Agreement or the Units, and (iii) shall guarantee payment of our interest for any loss or damage to the Units. The self-insurance is subject to no Event of Default having occurred or is continuing. You shall provide verification of such self-insurance.

7. Section 16 of the Agreement (headed “Applicable Law”) is restated in its entirety to provide as follows:

**“Applicable Law; Venue** This Agreement shall be governed by and construed in accordance with the laws, excluding the laws relating to the choice of law, of the State of Texas. Venue shall be, by the agreement of the parties, in a court of competent jurisdiction in Nueces County, Texas.”

## SIGNATURES

HOLT TEXAS, LTD.

NUECES COUNTY, TEXAS

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name (print) \_\_\_\_\_

Name (print) \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**Information Return for Tax-Exempt Governmental Obligations**

► Under Internal Revenue Code section 149(e)  
 ► See separate instructions.

OMB No. 1545-0720

Caution: If the issue price is under \$100,000, use Form 8038-GC.

<b>Part I Reporting Authority</b>			If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name			2 Issuer's employer identification number	
3 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	4 Report number		
		3		
5 City, town, or post office, state, and ZIP code		6 Date of issue		
7 Name of issue		8 CUSIP number		
9 Name and title of officer or legal representative whom the IRS may call for more information		10 Telephone number of officer or legal representative ( )		

<b>Part II Type of Issue (check applicable box(es) and enter the issue price)</b> See instructions and attach schedule	
11 <input type="checkbox"/> Education	11
12 <input type="checkbox"/> Health and hospital	12
13 <input type="checkbox"/> Transportation	13
14 <input type="checkbox"/> Public safety	14
15 <input type="checkbox"/> Environment (including sewage bonds)	15
16 <input type="checkbox"/> Housing	16
17 <input type="checkbox"/> Utilities	17
18 <input type="checkbox"/> Other. Describe ►	18
19 If obligations are TANs or RANs, check box <input type="checkbox"/> If obligations are BANs, check box <input type="checkbox"/>	
20 If obligations are in the form of a lease or installment sale, check box <input type="checkbox"/>	

<b>Part III Description of Obligations.</b> Complete for the entire issue for which this form is being filed.				
(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	\$	\$	years	%

<b>Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)</b>	
22 Proceeds used for accrued interest	22
23 Issue price of entire issue (enter amount from line 21, column (b))	23
24 Proceeds used for bond issuance costs (including underwriters' discount)	24
25 Proceeds used for credit enhancement	25
26 Proceeds allocated to reasonably required reserve or replacement fund	26
27 Proceeds used to currently refund prior issues	27
28 Proceeds used to advance refund prior issues	28
29 Total (add lines 24 through 28)	29
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30

<b>Part V Description of Refunded Bonds (Complete this part only for refunding bonds.)</b>	
31 Enter the remaining weighted average maturity of the bonds to be currently refunded	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	_____ years
33 Enter the last date on which the refunded bonds will be called	_____
34 Enter the date(s) the refunded bonds were issued	_____

<b>Part VI Miscellaneous</b>	
35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35
36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (see instructions)	36a
b Enter the final maturity date of the guaranteed investment contract	37a
37 Pooled financings: a Proceeds of this issue that are to be used to make loans to other governmental units	
b If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the name of the issuer _____ and the date of the issue _____	
38 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box <input type="checkbox"/>	
39 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box <input type="checkbox"/>	
40 If the issuer has identified a hedge, check box <input type="checkbox"/>	

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete.

**Sign Here**

Signature of issuer's authorized representative \_\_\_\_\_ Date \_\_\_\_\_ Type or print name and title \_\_\_\_\_





HOLT COMPANY OF TEXAS  
TOTAL MACHINE VALUE ASSURANCE EXTENDED WARRANTY

Warranty is offered by HOLT CAT OR CAT INSURANCE WARRANTY.

These guarantees apply to:

Caterpillar model 930M

S/N KTG03519

Delivered to NUECES COUNTY

Delivery date \_\_\_\_\_

Dealer provides the following guarantees on this registered Caterpillar machine from the date of initial delivery and expiring when the machine reaches 48 months from that date, or 5500 hours, whichever occurs first.

TOTAL MACHINE WARRANTY

This machine is warranted to be free from defects in material and workmanship during the life of the warranty period.

This warranty is limited to repair or replacement (including both parts and labor) of inspected parts determined to have been defective in material or workmanship. An authorized Caterpillar Dealer must perform all warranty repairs. Customer shall pay all machine transportation costs or field service travel expenses to and from this location. This warranty does not apply to normal maintenance service (such as engine tune-up) or normal replacement or service or wear items.

Holt Scheduled Oil Sampling (SOS) is included at no charge with this warranty. You are responsible for taking oil samples and returning them to Holt at the intervals designated on this form or you will forfeit your coverage under this limited warranty.

\_\_\_\_ (customer initial)

OIL SAMPLING PROCEDURES
Engine 250hrs
All other compartments 500hrs

GENERAL CONDITIONS AND LIMITATIONS

Replacement parts provided are warranted for the remainder of the warranty period to the product in which installed.

The machine may not be altered or modified in any manner, which affects the mechanical operations as designated by Caterpillar Inc.

Machine repairs necessitated by misuse, abuse, negligence, or use of the machine beyond its rated capacities are not covered

GENERAL CONDITIONS AND LIMITATIONS (continued)

Machines, which have been substantially damaged by collision, accident, flood, fire, vandalism, or similar occurrence, are not covered.

Delays resulting from strikes (Caterpillar, dealer, supplier, or carrier), acts of God or other occurrences beyond dealer's reasonable control are not covered.

Failure by owner or operator to perform required service and maintenance as defined by Manufacturer's Warranty, voids coverage on said equipment.

Machine transportation cost to and from the designated facility will be the customer's responsibility.

These guarantees are made by the named Caterpillar dealer exclusively and are not binding on Caterpillar Inc. or any other Caterpillar dealer.

Caterpillar Inc. conducts Product Improvement Programs to improve machines sold to users. In the event a machine enrolled in "VA" is subject to such a program the extended warranty will not apply to that improvement; however Dealer will endeavor to schedule such product improvement at the user's convenience.

REMEDIES UNDER THE WARRANTY ARE LIMITED TO REPAIRS SPECIFICALLY PROVIDED. DEALER SHALL IN NO EVENT BE LIABLE FOR ANY OTHER LOSSES, DAMAGES, COSTS, OR EXPENSES CLAIMED BY YOU, INCLUDING BUT NOT LIMITED TO: LOSS FROM FAILURE OF THE MACHINE TO OPERATE FOR ANY PERIOD OF TIME, AND ALL OTHER INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING ALL PERSONAL INJURY AND PROPERTY DAMAGE DUE TO ALLEGED NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY WHATSOEVER. THE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES BY DEALER WHETHER EXPRESSED OR IMPLIED BY LAW. WITHOUT LIMITED THE GENERALITY OF THE FOREGOING, DEALER MAKES NO WARRANTY OR MERCHANTABILITY OR FITNESS OF THE MACHINE FOR ANY PARTICULAR PURPOSE.

I understand and agree with the above stated "VA" Total Machine Warranty

NUECES COUNTY

Company

Date

Customer Authorized Signature

Date

Holt Company Authorized Signature



DATE: September 26, 2017  
 QUOTE #:201242-01

**NUECES COUNTY PARK AND RECREATION**  
 ALANA SCOTT  
 PO BOX 18608  
 CORPUS CHRISTI, TEXAS 78408

**Lonnie Rodriguez**  
 361.813.1626

**One (1) New Caterpillar Inc Model: 930M QC Wheel Loaders & Integrated Tool Carriers with all standard equipment in addition to the additional specifications listed below:**

**STOCK NUMBER: HLK032198      SERIAL NUMBER: 0KTG03519      YEAR: 2017      HOURS: 0**

SELL PRICE	\$175,122.00
EXT WARRANTY	Included
<b>TOTAL PRICE</b>	<b>\$175,122.00</b>
<hr/>	
TRADE ALLOWANCE	(\$63,000.00)
<b>NET TRADE ALLOWANCE</b>	<b>(\$63,000.00)</b>
<b>SUB TOTAL</b>	<b>\$112,122.00</b>
HET (0.217%)	\$243.30
<b>TOTAL TAXES</b>	<b>\$243.30</b>
<b>TOTAL</b>	<b>\$112,365.30</b>

**WARRANTY**

Standard Warranty: 12 Month/Unlimited Hours Total Machine  
 Extended Warranty: 48 month/5500 hour premier warranty

**TRADE DETAILS**

Model	Make	Serial Number	Year	Trade Allowance
930H	CATERPILLAR INC (AA)	DHC02525	2011	\$63,000.00

## MACHINE SPECIFICATIONS

STOCK NUMBER: HLK032198

SERIAL NUMBER: OKTG03519

YEAR: 2017

HOURS: 0

DESCRIPTION	REF.#
930M WHEEL LOADER	430-2806
LANE 2 ORDER	OP-9002
PREP PACK, UNITED STATES	430-2943
HYD,2V,COUPLER READY,STD LIFT	430-2832
STEERING, STANDARD, DUAL MODE	333-6856
DIFFERENTIAL, OPEN REAR	333-6529
ENVIRONMENT, STANDARD	430-2855
WEATHER, STANDARD	454-0609
ENGINE AR	430-3038
CAB, DELUXE	521-3244
SEAT, DELUXE	423-7201
RADIO READY, BLUETOOTH,MIC,AUX	378-0951
PRODUCT LINK, CELLULAR PL641	454-0589
TIRES, 20.5R25 BS VJT * L3	357-8902
FENDERS, STANDARD	366-8148
LIGHTS, AUX HALOGEN	488-1113
COUNTERWEIGHT, HEAVY	333-6691
KIT,SERIALIZED TECHNICAL MEDIA	OP-2491
SHIPPING/STORAGE PROTECTION	OP-2266
PACK, DOMESTIC TRUCK	OP-0210
RIDE CONTROL	430-2860
CAMERA, REAR VIEW	377-5635
QUICK COUPLER, FUSION	430-2977
BUCKET, GP, 3.2YD3, FUS	345-2784
CUTTING EDGE, BOLT ON, 4 PIECE	345-2758
TOOLBOX AUX, NONE	519-8081

## STANDARD EQUIPMENT

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### POWERTRAIN

Axle seal guards  
Auto Idle shut down feature  
Cat C7.1ACERT engine  
-Power Modes (Standard and Performance)  
-Power by Range (High Power in Range 4)  
-Tier 4 Final/Stage IV compliant  
-Turbocharged and aftercooled  
-Filtered crankcase breather  
-Diesel particulate filter  
-Selective Catalyst Reduction  
Coolant protection to -34C (-29F)  
Differential lock in front axle  
Dry type air cleaner  
Enclosed wet disc full hydraulic brakes  
Fuel priming pump, automatic  
Fuel water separator

Hydraulically driven demand cooling fan  
Hydrostatic transmission with electronic control  
-Operator Modes (Default, TC, Hystat and Ice)  
-Directional Shift Agressiveness (Fast, Medium, Slow)  
-Rimpull control, adjust wheel torque  
-Creeper control, adjust ground speed  
Lubed for life driveshafts  
Parking brake, electric  
Single plane cooling package wide 6 fins per inch density  
S-O-S port,engine,coolant,transmission oil

### HYDRAULICS

Automatic lift and bucket kickouts, adjustable in-cab  
Bucket and Fork Modes, adjustable in-cab  
Cylinder damping at kickout and mechanical end stops  
Fine Mode control (Fast, Medium, Slow) in Fork Mode

Hydraulic Response setting (Fast, Medium, Slow)  
Hydraulic diagnostic connectors and S-O-S ports  
Hydraulic sight gauge, visible  
Load sensing hydraulics and steering  
Seat mounted hydraulic joystick controls

### ELECTRICAL

Alternator, 115-amp, heavy duty  
12V power supply in cab (2)  
Batteries, 1,000 CCA (2) 24 volt system, disconnect switch  
Back up alarm  
Emergency shutdown switch  
Halogen work lights front and rear, LED

rear stop and turn lights  
Heavy duty gear reduction starter  
Product Link PRO w/3 year subscription  
Remote jump start post  
Resettable main and critical function breakers  
Roading lights front and rear

### OPERATOR ENVIRONMENT

75 mm (3 in) retractable seatbelt  
Automatic temperature control  
Cab, enclosed ROPS/FOPS pressurized and sound suppressed  
Cup holders  
External heated mirrors with lower parabolic  
Ground level cab door release  
Gauges  
-Digital hour meter, odometer and

Interior cab lighting, door and dome  
Interior rearview mirrors (2)  
Lunch box storage  
Operator warning system indicators  
Radio ready speakers  
Rear window defrost, electric  
Seat mounted electronic implement controls, adjustable  
Sliding glass on the side windows  
Column mounted multi function control

tachometer  
-Digital ground speedometer and  
direction indicator  
-Engine coolant temperature gauge  
-Fuel and Diesel Exhaust Fluid level  
indicator  
-Hydraulic oil temperature gauge  
Hydraulic control lockout

-lights, wipers, turn signal  
Suspension seat, fabric  
Tilt and telescope steering wheel  
Tinted front glass  
Wet arm wiper/washer, 2-speed and  
intermittent, front  
Wet arm wiper washer, rear

#### **OTHER STANDARD EQUIPMENT**

Large-access enclosure doors with  
adjustable close/open force  
Parallel lift loader linkage  
Recovery hitch with pin

Remote mounted lubrication points  
Vandalism protection-  
lockable compartments