

**TAKE NOTICE THAT A REGULAR MEETING
OF THE BOARD OF COMMISSIONERS
OF THE CITY OF PHARR, TEXAS
WILL BE HELD AT CITY HALL, COMMISSIONERS' ROOM,
118 S. CAGE BLVD., 2ND FLOOR, PHARR, TEXAS
COMMENCING AT 4:00 PM ON
MONDAY, OCTOBER 7, 2024**

The City of Pharr has called this meeting as allowed pursuant to Texas law, city charter, and city ordinances. The governing body may recess from day to day when it does not complete consideration of a particularly long subject as authorized by law. All persons desiring to address the governing body must register with the presiding city clerk prior to the scheduled meeting.

1. CALL TO ORDER:

A) Roll call and possible action on the excusing of any absent member of the governing board.

B) Pledge of Allegiance/Invocation

2. PROCLAMATIONS:

A) Proclamation proclaiming October 6 - 12, 2024 as Fire Prevention Week.

B) Proclamation proclaiming October 7, 2024 as World Teacher's Day.

3. PUBLIC TESTIMONY: *(Ordinance No. O-2019-45). A person intending on addressing the governing body may speak at a scheduled meeting of the governing body following registration with the presiding clerk and prior to the scheduled meeting. A registered speaker may speak only on items on the agenda and may not exceed 1.5 minutes when addressing the board regarding an agenda item. A registered speaker may not donate time to another speaker. A sign-in form for public testimony shall be promulgated by the presiding clerk and be made available at the city clerk's office. A person may sign up for public testimony beginning at the time the agenda is posted for the meeting. A person may not sign up later than one hour before the posted meeting is scheduled to begin. No registered speaker may be allowed to speak regarding an item once the public testimony portion of the agenda has ended.*

4. PUBLIC HEARINGS: *(Ordinance No. O-2019-31). A registered speaker during the public hearing may not exceed 1.5 minutes when addressing the board. A sign-in form for participation in public a hearing shall be promulgated by the presiding clerk and be made available at the city clerk's office. The public hearing sign-in form shall include the person or entity's name, address, telephone number, other contact information, organization if applicable, and other notices, authorizations, and acknowledgements as may be allowed by law from time to time. No registered speaker may be allowed to address the governing body once the public hearing has closed.*

A) Public hearing on development services cases

5. CITY MANAGER'S REPORTS: *(City Manager's Administrative Reports and discussion, if any, with governing body. The City Manager may also assign a designated spokesperson for any particular listed topic)*

A) City Engineer's Report

B) City Events of Interest

6. CONSENT AGENDA: *(All items listed under consent Agenda are considered to be routine and non-controversial by the Governing Body and will be enacted by one motion. Any Commissioner may remove items from the consent agenda by making such request prior to a motion and vote on the Consent Agenda)*

A) Approval of Minutes for September 16, 2024 - Regular Called Meeting. **This item supports SG - Sound Governance and Fiscal Sustainability.** (ADMINISTRATION)

B) Consideration and action, if any, on Ordinance amending Ordinance O-2022-01 relating to the number of authorized civil service positions within the Fire and Police Departments. **(2nd Reading) This item supports SSC - Safe and Secure Community.** (HR)

C) Consideration and action, if any, ratifying Resolution No. R-2024-54 establishing a community revitalization plan for the revitalization area surrounding the affordable housing development known as Camellia Court Apartments. **This item supports QL - Quality of Life.** (ADMINISTRATION)

D) Consideration and action, if any, on Development Services Cases:

1. City of Pharr, for the betterment of the city, has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Single-Family Residential District (R-1). The property is legally described as being 27.19 acres, more or less, out of Lot 5, Block 5, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at the 1300 Block of West Ferguson Avenue. COZ#240925 **This item supports EV - Economic Vitality.**

2. City of Pharr, for the betterment of the city, has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to General Business District (C). The property is legally described as being 11.09 acres, more or less, out of Lot 5, Block 5, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas. The properties are physically located at 2314 North Jackson Road, 2210 North Jackson Road, 2300 Block of North Jackson Road, 2004 North Jackson Road, and 1300 West Ferguson Avenue. COZ#240926 **This item supports EV - Economic Vitality.**

E) PLATS:

1. Salinas Engineering & Associates, representing Edna Ramos, owner, is requesting final plat approval of the proposed Palo Verde Estates Subdivision. The property is legally described as being a 1.00 acre tract of land out of and forming a part of Lot 3 of the un-recorded plat of Palo Verde Subdivision No. 3, being out of a portion of Lot 332, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 200 Block of West Palo Verde Circle. SUB#240408 **This item supports EV - Economic Vitality.**

REGULAR AGENDA - OPEN SESSION:

7. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Resolution appointing/re-appointing two (2) members and one (1) ex-officio to the Pharr Memorial Library Board. **This item supports SG - Sound Governance and Fiscal Sustainability.** (LIBRARY)

B) Consideration and action, if any, on Resolution to accept Petition for Voluntary Annexation, setting date, time and place for public hearing, authorizing and directing publication of the notice of such public hearing, and directing the City Manager to prepare service plan for a 6.48 acre tract situated in Porcion 71, Narciso Cabazos Survey, Abstract No. 30, Hidalgo County, Texas being a portion of State Highway 365 said portion being out of Parcel 18, and also being a portion of a 40 ft. wide road as shown on the Re-subdivision of Lots 1, and 5 to 32 inclusive of the San Juan Plantation Subdivision, located at South Veterans Boulevard and State Highway 365, in the City of Pharr's Extraterritorial Jurisdiction (ETJ) in Hidalgo County, Texas. **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

C) Consideration and action, if any, on Resolution to accept Petition for Voluntary Annexation, setting date, time and place for public hearing, authorizing and directing publication of the notice of such public hearing, and directing the City Manager to prepare service plan for a 49.49 acre tract situated in Porcion 71 Narciso Cabazos Survey, Abstract No. 30, Hidalgo County, Texas being out of Lots 93, 94, 95, 96, 97 and 98, Blocks 31 and 32 of the San Juan Plantation Subdivision, located on the south side of East U.S. Highway 281 (Military Highway), approximately 800 ft. east of South Veterans Boulevard, in the City of Pharr's Extraterritorial Jurisdiction (ETJ) in Hidalgo County, Texas. **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

8. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, authorizing City Manager to enter into an agreement with Image Trend LLC., for Electronic Patient Care Reporting and Data Management in the amount of \$82,974.26 for Emergency Medical Services.(Project No. 2425-62-525-S02-01)**This item supports SE - Service Excellence.** (EMERGENCY MEDICAL SERVICES)

B) Consideration and action, if any, authorizing City Manager to enter into agreement with Sky Elements LLC for the drone show for the New Year's Eve Ball Drop Event. **(TABLED)** **This item supports QL - Quality of Life.** (ADMINISTRATION)

C) Consideration and action, if any, authorizing City Manager to execute renewal of License Agreement between City of Pharr and Bert Ogden Arena. **This item supports EV - Economic Vitality.** (ADMINISTRATION)

D) Consideration and action, if any, authorizing City Manager to enter into a Term Contract for the Purchase and Delivery of Fuel with Arguindegui Oil Co. from Laredo, TX. **This item supports IF - Infrastructure.** (PURCHASING)

E) Consideration and action, if any, authorizing City Manager to enter into a Golf Cart Lease Agreement with Yamaha Golf Car Company from Newman, GA through Purchasing Cooperative Buy Board No. 706-23 **This item supports SE - Service Excellence.** (PURCHASING)

9. CLOSED SESSION: *In accordance with Chapter 551 of the Texas Gov't. Code, the Pharr Board of Commissioners hereby gives notice that it may meet in a closed (non-public) executive session to discuss the items listed on the public portion of the meeting agenda in accordance with the following below:*

Pursuant to Section 551.071, the Board may convene in a closed, non-public meeting with its attorney and discuss any matters related to **legal advice on pending or contemplated litigation, settlement offer, and/or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.** The City and its attorney may also discuss such issues with the appropriate staff so as to obtain necessary and relevant information so that such discussion is informative and developed.

Pursuant to Section 551.072, the Board may convene in a closed, non-public meeting to discuss any matters related to **real property and deliberate the purchase, exchange, lease, or value of real property as such would be detrimental to negotiations between the City and a third party in an open meeting.** The City and its attorney may also discuss such issues with the appropriate staff so as to obtain necessary and relevant information so that such discussion is informative and developed.

Pursuant to Section 551.074, the Board may convene in a closed, non-public meeting to discuss any matters related to **appointment, employment, evaluation, reassignment, duties and discipline or dismissal of a public officer or employee and to hear any complaints or charges against an officer or employee.** The City and its attorney may also discuss such issues with the appropriate staff including members so as to obtain necessary and relevant information so that such discussion is informative and developed.

Pursuant to Section 551.076, the Board may convene in a closed, non-public meeting to discuss any matters on the **deployment, or specific occasions for implementation, of security personnel or devices.** The City and its attorney may also discuss such issues with the appropriate staff so as to obtain necessary and relevant information so that such discussion is informative and developed.

Pursuant to Section 551.084, the Board may convene in a closed, non-public meeting to discuss any matters involving an **investigation and may exclude a witness from hearing during the examination of another witness in the investigation.** The City and its attorney may also discuss such issues with the appropriate staff so as to obtain necessary and relevant information so that such discussion is informative and developed.

Pursuant to Section 551.087, the Board may convene in a closed, non-public meeting to discuss any matters regarding **economic development issues.** The City and its attorney may also discuss such issues with the appropriate staff so as to obtain necessary and relevant information so that such discussion is informative and developed.

10. RECONVENE: *into Regular Session and consider action, if necessary, on any items(s) discussed in closed session.*

11. ADJOURNMENT:

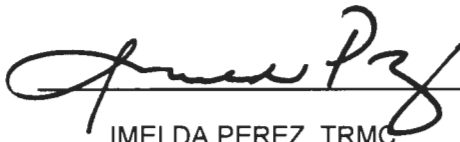
NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

City Hall is 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 Clerk's Office at 956-402-4100 Ext 1007 or FAX 956-475-3442 or Email cityclerksoffice@pharr-tx.gov for further information. Braille is not available.

I, the undersigned authority, do hereby certify that the above notice of said Regular Meeting of the City Commission of the City of Pharr was posted on the bulletin board at City Hall and on the City's web page at www.pharr-tx.gov. This Notice was posted on the 4th day of October 2024 at 3:45 p.m. and will remain posted continuously for at least 72 hours preceding the scheduled time of said Meeting, in compliance with Chapter 551 of the Government Code, Vernon's Texas Codes, Annotated (Open Meetings Act).

WITNESS MY HAND AND SEAL, this 4th day of October 2024




IMELDA PEREZ, TRMC
CITY CLERK

I certify that the attached notice and agenda of items to be considered by the City Commission was removed from the bulletin board of City Hall on the ____ day of _____, 20__ by,

Name: _____

Title: _____

Proclamation



WHEREAS, the City of Pharr is committed to ensuring the safety and security of all those living in and visiting our city; and

WHEREAS, fire poses a significant safety risk, particularly in homes, where over 2,700 people died and U.S. fire departments responded to 360,000 home fires in 2022, according to the National Fire Protection Association® (NFPA®); and

WHEREAS, roughly three out of five fire deaths happen in homes with either no smoke alarms or with no working smoke alarms; and

WHEREAS, working smoke alarms cut the risk of dying in a home fire by nearly half by detecting smoke early and providing critical warning, giving residents as little as two minutes to escape safely; and

WHEREAS, City of Pharr residents should install smoke alarms throughout their homes and ensure they meet the needs of all family members, including those with disabilities; and

WHEREAS, residents who have planned and practiced a home fire escape plan are better prepared and more likely to survive a fire, especially when they regularly test their smoke alarms at least once a month; and

WHEREAS, City of Pharr first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, City of Pharr residents are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes, and

WHEREAS, the 2024 Fire Prevention Week™ theme, “Smoke Alarms: Make Them Work for You.™,” serves to remind us the importance of having working smoke alarms in the home.

NOW THEREFORE, I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas by virtue of the authority vested in me and on behalf of the City Commission, do hereby proclaim October 6th – 12th, 2024 as:

“Fire Prevention Week”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 7th day of October 2024.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Imelda Perez, City Clerk

Proclamation



WHEREAS, City of Pharr's future strength depends on providing a high-quality education to all students; and

WHEREAS, teacher quality matters more to student achievement than any other school-related factor; and

WHEREAS, teachers spend countless hours preparing lesson plans and supporting students; and

WHEREAS, teachers have demonstrated unwavering resilience, innovation, and commitment to their profession, ensuring that education remains a pillar of equity, opportunity, and excellence in our city; and

WHEREAS, our community recognizes and supports its teachers in educating the children of this community; and

WHEREAS, Teach For America calls upon us to recognize the importance of supporting educators while elevating the teaching profession and honoring the critical role teachers play in the success of Texas; and

WHEREAS, City of Pharr encourages members of our community to personally express appreciation to our teachers and display a light blue ribbon outside your homes or businesses the week of October 5 as a symbol of support for our educators.

NOW THEREFORE, I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas by virtue of the authority vested in me and on behalf of the City Commission, do hereby proclaim October 7, 2024 as:

"World Teacher's Day"

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 7th day of October 2024.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Imelda Perez, City Clerk



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 4.A.

DATE SUBMITTED: October 3, 2024

MEETING DATE: October 7, 2024

FROM: Imelda Perez, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Public hearing on development services cases

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

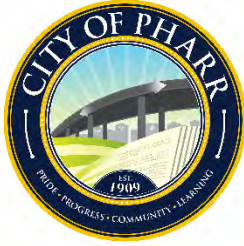
Exclude Material from Public Packet? No

Reason:

ROUTING:

Imelda Perez

Created/Initiated - 10/3/2024



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.A.

DATE SUBMITTED: October 3, 2024

MEETING DATE: October 7, 2024

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Cynthia Garza

Agenda Item: City Engineer's Report

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: N/A

Fiscal Consideration: N/A

Staff Recommendation: N/A

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maria Rangel
City Management Office

Created/Initiated - 10/3/2024
Final Approval - 10/4/2024



Report on Capital Improvement Project Activity Construction – October 2024

**Interim City Engineer - Maria Rangel, P.E.
Monday, October 07, 2024**



Pharr
Engineering



City Engineers Report

Engineer: City of Pharr/Ramiro Gutierrez

Contractor: ASAGO, LLC

CM: City of Pharr

Notice to Proceed: December 19, 2022

Contract Time (MF): $316 + 158 = 474$

(ETC Nov. 2024)

Time to Date: 438 days (92%)

Contract Amount: \$2,325,300.55

Change Orders: \$135,684.40 (CO#1 – CO#3)

Current Contract: \$2,460,984.95

Placed to Date: \$1,885,904.99 (77%)

Description: This project will provide additional pedestrian connectivity to schools in the Tri-City area.

Status: Contractor is working in City of San Juan.

Next Step: Contractor has started working in the City of Alamo on Alamo Rd. The proposed completion date is January 2025.

Photo Not Available

PSJA Tri-City Pedestrian Safety Improvements Phase I



Pharr
Engineering



CONSTRUCTION

Engineer: Halff Associates Inc.
Contractor: IOC Company, LLC
CM: Brownstone Consultants, LLC
Notice to Proceed: August 05, 2024
Contract Time: 480 calendar days
Time to Date: 42 calendar day (9%)
Contract Amount: \$47,601,706.75
Change Orders: \$0
Current Contract: \$47,601,706.75
Placed to Date: \$2,678,815.08 (6%)



Description: Construction of a twin span bridge which will provide 4 additional lanes for traffic.
Status:

- Award: June 17, 2024
- Pre-Con Mtg: July 22, 2024
- NTP: August 05, 2024.

Next Step: Aerial permit from HCID No. 2.
Construction is on-going.

Excavation of the west side 60-IN drilled shaft foundation at Bent 105 and slurry placement inside the shaft (10/02/24)

Pharr-Reynosa International Bridge Expansion



CONSTRUCTION

Engineer: Garcia Infrastructure Consultants, LLC

Contractor: Mor-Wil, LLC

CM: City of Pharr

Notice to Proceed: September 16, 2024

Contract Time (MF): 450 calendar days (End
December 10, 2025)

Time to Date: 14 days (3%)

Contract Amount: \$6,749,668.03

Change Orders: \$0

Current Contract: \$6,749,668.03

Placed to Date: \$0 (0%)

Description: Elimination of three lift stations and
installation of gravity sanitary sewer lines in northwest and
central Pharr.

Status: The pre-construction meeting was held on
September 09, 2024.

Next Step: Contractor plans to commence construction on
either October 14 or 21, 2024.

Photo Not Available

Northwest & Central Collection System Improvements and Lift Station No. 1, 29 & 33 Elimination



Pharr
Engineering



CONSTRUCTION

WE ARE

**TEAM
PHARR**



DEPARTMENT MISSION STATEMENT

“To enhance health, safety and welfare in the City of Pharr by providing economical, responsive and effective professional engineering and GIS services for the planning, construction, and preservation of public infrastructure and improvement of quality of life.”



Pharr
Engineering



END



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.B.

DATE SUBMITTED: October 3, 2024

MEETING DATE: October 7, 2024

FROM: Imelda Perez, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: City Events of Interest

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No

Reason:

ROUTING:

Imelda Perez

Created/Initiated - 10/3/2024



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.A.

DATE SUBMITTED: October 3, 2024

MEETING DATE: October 7, 2024

FROM: Imelda Perez, City Clerk

DEPARTMENT: Administration

DIRECTOR: Imelda Perez

Agenda Item: Approval of Minutes for September 16, 2024 - Regular Called Meeting.
This item supports SG - Sound Governance and Fiscal Sustainability.

Classification: Consent

(* If closed session, City Attorney must review and approve.)

Issue: Approval of Minutes for September 16, 2024 - Regular Called Meeting.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval of minutes as presented.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Perez
City Management Office

Created/Initiated - 10/3/2024
Final Approval - 10/4/2024

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, SEPTEMBER 16, 2024
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, September 16, 2024 and following is the record of attendance.

BOARD OF COMMISSIONERS PRESENT: Mayor Ambrosio Hernandez
Comm. Michael Pacheco
Comm. Roberto Carrillo
Comm. Ramiro Caballero
Comm. Daniel Chavez
Comm. Ricardo Medina
Comm. Itza Flores

BOARD OF COMMISSIONERS ABSENT: None

STAFF PRESENT: Jonathan Flores, City Manager
David Friedlein, Assistant City Manager
Cynthia Garza, Assistant City Manager
Hilda Pedraza, Assistant City Manager
Imelda Perez, City Clerk
Edwin Manrique, Project Engineer
Fabiola Sanchez, Asst. Finance Director
Veronica Ramirez, HR Director
Juan Villescas, Municipal Court Judge
Juan Gonzalez, Chief of Police
Albert Gonzalez, Assistant Fire Chief
Roland Gomez, Code Compliance Director
Kimberly Mendoza, Dev. Svcs. Director
Luis Marin, Public Works Director
Keyla Jalife, Asst. O.S.E. Director
Ruben Rosales, Public Utilities Director
Cynthia Castro, Asst. Parks & Rec. Director
Adolfo Garcia, Library Director
Jose Pena, I.T. Director
Luis Bazan, Bridge Director
Ben Martinez, Assistant EMS Chief
Dulce Herrera, Video Journalist
Sara Salinas, Asst. Public Safety Comm. Dir.

CITY ATTORNEY Ricardo Rodriguez, City Attorney

ITEM 1. CALL TO ORDER

MINUTES: REGULAR CALLED MEETING
September 16, 2024

A) ROLL CALL AND POSSIBLE ACTION ON THE EXCUSING OF ANY ABSENT MEMBER OF THE GOVERNING BOARD.

Mayor Hernandez called the meeting to order at 4:00 p.m. Roll call established a quorum.

B) PLEDGE OF ALLEGIANCE/INVOCATION

Luis Bazan, Bridge Director, led the pledge of allegiance and said the invocation.

ITEM 2. PROCLAMATIONS

A) PROCLAMATION PROCLAIMING SEPTEMBER 25, 2024 AS NATIONAL DAY OF REMEMBRANCE FOR MURDER VICTIMS.

Jonathan Flores, City Manager, introduced the item.

Robert Garcia thanked the Commission for their continued support and partnership.

Comm. Carrillo read the proclamation proclaiming September 25, 2024 as National Day of Remembrance for Murder Victims and presented proclamation to Robert Garcia and murder victim families.

B) PROCLAMATION PROCLAIMING THE MONTH OF SEPTEMBER AS PROSTATE CANCER AWARENESS MONTH.

Jonathan Flores, City Manager, introduced the item.

Mario Lizcano thanked the Commission for allowing DHR Hospital bring awareness to the public on the importance of prostate cancer awareness.

Dr. David Alonzo also thanked the Commission for the proclamation and encouraged all men to get screened and stated if caught early, this disease could be treated and cured.

Comm. Caballero read the proclamation proclaiming September 2024 as Prostate Cancer Awareness Month and presented proclamation to Mario Lizcano and Dr. David Alonzo.

C) PROCLAMATION PROCLAIMING THE WEEK OF OCTOBER 23 - 31, 2024 AS RED RIBBON WEEK.

Jonathan Flores, City Manager, introduced the item.

Rolando Garcia, PSJA ISD Police Chief, thanked the Commission for proclamation and extended an invitation to all to attend their upcoming Red Ribbon

MINUTES: REGULAR CALLED MEETING
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Week parade to be held on Saturday, October 26, 2024 in Alamo. He stated the parade was to spread the message of staying away from drugs and being drug-free.

Juan Gonzalez, Pharr Police Chief, thanked the Commission for the proclamation and advised the Pharr Police department would also be working with other school districts in the Pharr area to bring awareness and educate the kids on being drug-free.

Comm. Pacheco read the proclamation proclaiming October 23 – 31, 2024 as Red Ribbon Week and presented proclamation to PSJA ISD Police Chief Rolando Garcia and Pharr Police Chief Juan Gonzalez.

ITEM 3. PUBLIC TESTIMONY

Pedro Garcia and Dalia Bouchée, Pharr Community Theater, spoke on Item 8.B. They thanked the City of Pharr for its continued support throughout all these years and extended an invitation to all on their two upcoming events.

ITEM 4. PUBLIC HEARINGS

A) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES

There were no comments from the public.

B) PUBLIC HEARING: SOLICITATION OF COMMENTS FROM THE GENERAL PUBLIC ON THE FY 2024-2025 PROPOSED PROPERTY TAX RATE FOR THE CITY OF PHARR. (FINANCE)

There were no comments from the public.

C) PUBLIC HEARING: SOLICITATION OF COMMENTS FROM THE GENERAL PUBLIC ON BUDGET FOR FISCAL YEAR 2024-2025. (FINANCE)

There were no comments from the public.

ITEM 5. CITY MANAGER'S REPORTS

A) SUBMISSION OF SALES TAX COLLECTION REPORT FOR SEPTEMBER 2024.

Jonathan Flores, City Manager, introduced the item and briefly reported the City of Pharr showed an increase of 3.89% year to date true growth. He further stated Jamison Merrick, Finance Director, was in the audience and questions could be entertained at this time.

B) ANNOUNCEMENT FROM ALZHEIMER'S ASSOCIATION - WALK TO END ALZHEIMER'S ON SATURDAY, OCTOBER 19, 2024

MINUTES: REGULAR CALLED MEETING
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Maxine Vieyra, Alzheimer's Association, thanked the Commission for allowing the Alzheimer's Association the use of Pharr One to host their monthly workshops. She further went over their upcoming Walk to End Alzheimer's event to be held on Saturday, October 19, 2024.

Laura Valdez, Alzheimer's Association Community Chairperson, also thanked the City of Pharr for their relentless dedication to the Walk to End Alzheimer's Association event and educational efforts to the community on this devastating disease.

C) CITY EVENTS OF INTEREST

Jonathan Flores, City Manager, called upon Dulce Herrera, Video Journalist, for a report on upcoming city events.

Dulce Herrera, Video Journalist, presented a promotional video on upcoming Avocado Festival stated the Avocado Festival would be held on Saturday, October 12, 2024 in downtown Pharr She further extended an invitation for all to attend.

D) RECOGNITION OF FIRE CHIEF PILAR RODRIGUEZ FOR THE DISTINGUISHED SERVICE AWARD.

Jonathan Flores, City Manager, introduced the item and called upon Fire Chief Pilar Rodriguez. He stated Chief Rodriguez was awarded the Distinguished Service Award by the Rio Grande Valley Women's Chamber and congratulated for his leadership and continued service to the city.

Pilar Rodriguez, Fire Chief, thanked the Commission for the recognition and stated it was an honor to serve the City of Pharr as the Fire Chief. He further thanked the men and women from the Fire Department for their service to the Pharr community.

E) RECOGNITION OF RAUL ESCAMILLA FOR THE NATIONAL BEHIND THE SCENES AWARD.

Jonathan Flores, City Manager, introduced the item and called upon Ben Martinez, Assistant EMS Chief for an employee recognition.

Ben Martinez, Assistant EMS Chief, introduced members from the Texas Emergency Nurses Association as well as all Pharr EMS staff. He thanked all Pharr EMS professionals for always seeking excellence everyday while treating patients or collaboratively working with hospitals to improve patient care.

Assistant Chief Martinez further stated the Rio Grande Valley Emergency Nurses Association nominated Raul Escamilla for the National Behind the Scenes Award which recognizes an individual who has made significant contributions behind the scenes to promote the mission of advancing emergency nursing.

MINUTES: REGULAR CALLED MEETING

September 16, 2024

Chris Chizek, Rio Grande Valley Emergency Nurse Association 2023 President, stated they were proud of Raul Escamilla and his work was a reflection of Pharr EMS leadership. She further stated the mission of the Rio Grande Valley Nurse Association was to provide education and each member represented a different hospital in the community. Ms. Chizek also stated Captain Escamilla assisted by training the recent nursing graduates and assisted in various other areas in the community and hospitals. She congratulated Raul Escamilla for being selected number one on an international level for this award.

Aaron Salinas, Texas Emergency Nurses Association Board Member, recognized Pharr EMS and Raul Escamilla for helping the nursing students and for being the type of leader and medic Captain Raul Escamilla was.

Raul Escamilla, Training and Compliance Captain, stated he was grateful and extremely honored to receiving the award. He thanked the Pharr EMS leadership and the Rio Grande Valley Emergency Nurses Association for their nomination and recognition and looked forward to future accomplishments.

Mayor Hernandez and the Commission congratulated Captain Escamilla for his outstanding hard work and dedication to the community.

F) RECOGNITION ON ACCREDITATION FOR THE PHARR MEMORIAL LIBRARY FROM THE TEXAS STATE LIBRARY AND ARCHIVES COMMISSION.

Jonathan Flores, City Manager, introduced the item and called upon Adolfo Garcia, Library Director for their recent accreditation from the Texas State Library and Archives Commission.

Adolfo Garcia, Library Director, stated the library had been receiving this accreditation from for several years and thanked the Commission, City Management, and library staff for their continued support on making this accomplishment possible.

ITEM 6. CONSENT AGENDA

- A) APPROVAL OF MINUTES FOR SEPTEMBER 3, 2024 - REGULAR CALLED MEETING. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY. (ADMINISTRATION)**
- B) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ENTER INTO SERVICE CONTRACT FOR A FIREWORK DISPLAY FOR VETERANS DAY, WINTER WONDERLAND, AND NEW YEARS EVE 2024 WITH PYRO SHOWS OF TEXAS FROM FORT WORTH, TX FOR THE AMOUNT OF \$52,500. THIS ITEM SUPPORTS QL - QUALITY OF LIFE. (PURCHASING)**

September 16, 2024

C) CONSIDERATION AND ACTION, IF ANY, ON DEVELOPMENT SERVICES CASES:

1. JOSE R. MENDEZ AND NIEVES M. MENDEZ D/B/A CARNICERIA MENDEZ, LLC., REQUESTED A CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS LOT 1, DE ALBA SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 902 SOUTH CAGE BOULEVARD. CUP#240818 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.
2. EDUARDO BARRERA, OWNER, REQUESTED A CHANGE OF ZONE FROM GENERAL BUSINESS DISTRICT (C) TO HEAVY COMMERCIAL DISTRICT (H-C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 2.85 ACRES, MORE OR LESS, OUT OF LOT 252, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 3310 SOUTH CAGE BOULEVARD. COZ#240722 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.
3. MELDEN & HUNT INC., REPRESENTING GARCIA-REYNA FAMILY LTD., OWNER, REQUESTED A CHANGE OF ZONE FROM GENERAL BUSINESS DISTRICT (C) TO RESIDENTIAL MULTI-FAMILY HIGH DENSITY DISTRICT (R-MFHD). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 0.74 ACRES, MORE OR LESS, OUT OF LOTS 32 AND 33, L.R. BELL DEVELOPMENT "E" SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 700 BLOCK OF NORTH VETERANS BOULEVARD. COZ#240824 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.

Jonathan Flores, City Manager, introduced the consent agenda. He briefly stated staff recommended denial of agenda item C.2 and recommended approval of the remaining items.

Comm. Chavez moved to approve. Comm. Medina seconded the motion and when put to a vote, it carried by a majority vote of six (6) ayes and one (1) abstention. Comm. Pacheco abstained from voting on Item 6-C.3.

Ordinance No. O-2024-29 is filed with the City Clerk's Office.

REGULAR AGENDA - OPEN SESSION

ITEM 7. ORDINANCES AND RESOLUTIONS

- A) CONSIDERATION AND ACTION , IF ANY, ON ORDINANCE ADOPTING TAX RATE FOR FY 2024-2025 (ADOPTION ON ONE READING).THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL TRANSPARENCY. (FINANCE)**

Jonathan Flores, City Manager, introduced the item.

MINUTES: REGULAR CALLED MEETING
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Comm. Medina **moved** that the property tax rate be increased by the adoption of a tax rate of \$.7676, which is effectively a 4.25% percent increase in the tax rate. Comm. Chavez seconded the motion and when put to a vote, it carried unanimously.

Ordinance No. O-2024-30 is filed with the City Clerk's Office.

- B) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE ADOPTING AND APPROVING BUDGET FOR YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025 (ADOPTION ON ONE READING). THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL TRANSPARENCY. (FINANCE)**

Jonathan Flores, City Manager, introduced the item.

Comm. Carrillo **moved** to approve. Comm. Caballero seconded the motion and when put to a vote, it carried unanimously.

Ordinance No. O-2024-31 is filed with the City Clerk's Office.

- C) CONSIDERATION AND ACTION, IF ANY ON ORDINANCE AMENDING ORDINANCE O-2022-01 RELATING TO THE NUMBER OF AUTHORIZED CIVIL SERVICE POSITIONS WITHIN THE FIRE AND POLICE DEPARTMENTS. (1ST READING) THIS ITEM SUPPORTS SSC - SAFE AND SECURE COMMUNITY. (HR)**

Jonathan Flores, City Manager, introduced the item.

Comm. Carrillo **moved** to approve. Comm. Flores seconded the motion and when put to a vote, it carried unanimously.

- D) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION FOR NOMINATION OF CANDIDATES TO THE HIDALGO COUNTY APPRAISAL DISTRICT BOARD OF DIRECTORS FOR 2025-2027. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY. (ADMINISTRATION)**

Jonathan Flores, City Manager, introduced the item and recommended nomination of Albert Cardenas.

Comm. Carrillo **moved** to nominate Albert Cardenas as candidate to the Hidalgo County Appraisal District Board of Directors. Comm. Chavez seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2024-52 is filed with the City Clerk's Office.

- E) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING ONE (1) MEMBER TO THE PHARR MEMORIAL LIBRARY BOARD. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY. (LIBRARY)**

Jonathan Flores, City Manager, introduced the item and recommended appointment of Dahnya Trejo to the Pharr Memorial Library Board.

Comm. Carrillo **moved** to appoint Dahnya Trejo to the Pharr Memorial Library Board. Comm. Chavez seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2024-53 is filed with the City Clerk's Office.

ITEM 8. CONTRACTS/AGREEMENTS

- A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO NEGOTIATE AND ENTER INTO AGREEMENT ON LETTER OF INTENT FROM CITRUS BAY OWNER'S ASSOCIATION ON DONATION OF GREEN AND RECREATIONAL PROPERTY. THIS ITEM SUPPORTS QL - QUALITY OF LIFE. (ADMINISTRATION)**

Jonathan Flores, City Manager, introduced the item.

Comm. Medina **moved** to approve. Comm. Chavez seconded the motion and when put to a vote, it carried unanimously.

- B) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ENTER INTO A SERVICE AGREEMENT WITH THE PHARR COMMUNITY THEATER FY 2024-2025. THIS ITEM SUPPORTS QL - QUALITY OF LIFE. (LIBRARY)**

Jonathan Flores, City Manager, introduced the item.

Comm. Medina **moved** to approve. Comm. Chavez seconded the motion and when put to a vote, it carried unanimously.

- C) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ENTER INTO AN AGREEMENT WITH INTERNATIONAL CONSULTING ENGINEERS (ICE) FROM CORPUS CHRISTI, TX FOR THE PROFESSIONAL SERVICES FOR THE CITY OF PHARR URBAN FORESTRY IN THE AMOUNT OF \$469,700 **(TABLED)**. THIS ITEM SUPPORTS QL - QUALITY OF LIFE. (PURCHASING)**

Jonathan Flores, City Manager, introduced the item.

MINUTES: REGULAR CALLED MEETING
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Comm. Medina **moved** to untable. Mayor Hernandez seconded the motion and when put to a vote, it carried unanimously.

Comm. Carrillo **moved** to approve. Comm. Medina seconded the motion and when put to a vote, it carried by a majority vote of six (6) ayes and one (1) abstention. Comm. Chavez abstained from voting.

D) CONSIDERATION AND ACTION, IF ANY, ON AMENDMENT NO. 5 OF THE CONSTRUCTION MANAGEMENT AGREEMENT WITH BROWNSTONE CONSULTANTS, LLC FOR THE CITYWIDE FIBER OPTIC BROADBAND EXPANSION PROJECT. THIS ITEM SUPPORTS IF - INFRASTRUCTURE. (IT)

Jonathan Flores, City Manager, introduced the item.

Comm. Carrillo **moved** to approve. Comm. Medina seconded the motion and when put to a vote, it carried unanimously.

E) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ENTER INTO AGREEMENT FOR PUBLIC SAFETY VIDEO SURVEILLANCE WITH RELATED EQUIPMENT, SOFTWARE, AND ACCESSORIES WITH AXON ENTERPRISE, INC. FROM SCOTTSDALE, AZ. THROUGH BUY BOARD CONTRACT NO. 648-21. THIS ITEM SUPPORTS SSC - SAFE AND SECURE COMMUNITY. (PURCHASING)

Jonathan Flores, City Manager, introduced the item.

Comm. Medina **moved** to approve. Comm. Flores seconded the motion and when put to a vote, it carried unanimously.

F) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ENTER INTO A TERM CONTRACT FOR THE PURCHASE AND DELIVERY OF HMAC, COLD MIX, AND CALICHE WITH SYNOLO MATERIALS, LLC. FROM EDINBURG, TX THIS ITEM SUPPORTS IF - INFRASTRUCTURE. (PURCHASING)

Jonathan Flores, City Manager, introduced the item.

Comm. Carrillo **moved** to approve. Comm. Chavez seconded the motion and when put to a vote, it carried unanimously.

G) CONSIDERATION AND ACTION, IF ANY, ON RELEASE OF FINAL PAYMENT AND RETAINAGE IN THE AMOUNT OF \$432,396.73 TO INTERNATIONAL CONSULTING ENGINEERS, AND ACCEPTANCE OF THE DONATION ACCEPTANCE PROGRAM FISCAL YEAR 2015 (DAP FY 15) AS COMPLETE. THIS ITEM SUPPORTS IF - INFRASTRUCTURE. (ENGINEERING)

MINUTES: REGULAR CALLED MEETING
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Jonathan Flores, City Manager, introduced the item.

Comm. Carrillo **moved** to approve. Comm. Medina seconded the motion and when put to a vote, it carried by a majority vote of six (6) ayes and one (1) abstention. Comm. Chavez abstained from voting.

- H) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO NEGOTIATE AND ENTER INTO A PURCHASE AND SERVICE CONTRACT FOR A CLOUD-BASED TELEPHONE VOIP SYSTEM WITH GOTO COMMUNICATIONS FROM BOSTON, MA THROUGH THE INTERLOCAL PURCHASING SYSTEM (TIPS) NO. 221003 THIS ITEM SUPPORTS SE - SERVICE EXCELLENCE. (PURCHASING)**

Jonathan Flores, City Manager, introduced the item.

Comm. Chavez **moved** to approve. Comm. Medina seconded the motion and when put to a vote, it carried by a majority vote of six (6) ayes and one (1) abstention. Comm. Carrillo abstained from voting.

- I) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ENTER INTO AGREEMENT WITH SKY ELEMENTS LLC FOR THE DRONE SHOW FOR THE NEW YEAR'S EVE BALL DROP EVENT. THIS ITEM SUPPORTS QL - QUALITY OF LIFE. (ADMINISTRATION)**

Jonathan Flores, City Manager, introduced the item and recommended to table item.

Comm. Medina **moved** to table. Comm. Chavez seconded the motion and when put to a vote, it carried unanimously.

ITEM 9. CLOSED SESSION

None

ITEM 10. RECONVENE

None

ITEM 11. ADJOURNMENT

There being no other business to come before the board, Comm. Carrillo **moved** to adjourn. Comm. Chavez seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 5:02 p.m.

CITY OF PHARR

MINUTES: REGULAR CALLED MEETING
September 16, 2024

AMBROSIO HERNANDEZ
MAYOR

**STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR**

ON THIS THE 16th DAY OF SEPTEMBER 2024 the Board of Commissioners of the City of Pharr, Texas convened in a **REGULAR CALLED MEETING** at the Commissioner's Room located at 118 S. Cage, 2nd Floor, Pharr, Texas. The meeting being open to the public and notice of said meeting, giving the date, place, subject, hereof, having been posted in accordance with Chapter 551, Texas Government Code (Open Meetings Act) and there being present a quorum, I, **IMELDA PEREZ, CITY CLERK**, of the City of Pharr, Texas, certify that this is a true and correct copy of the minutes.

ATTEST:

IMELDA PEREZ, CITY CLERK

APPROVED:



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.B.

DATE SUBMITTED: September 23, 2024

MEETING DATE: October 7, 2024

FROM: Imelda Perez, City Clerk

DEPARTMENT: HR

DIRECTOR: Veronica Ramirez

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance O-2022-01 relating to the number of authorized civil service positions within the Fire and Police Departments. ***(2nd Reading) This item supports SSC - Safe and Secure Community.***

Classification: Consent

(* If closed session, City Attorney must review and approve.)

Issue: n/a

Fiscal Consideration: n/a

Staff Recommendation: *Staff recommends approval*

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Imelda Perez

Veronica Ramirez

Ricardo Rodriguez

City Management Office

Created/Initiated - 9/23/2024

Approved - 10/3/2024

Approved - 10/4/2024

Final Approval - 10/4/2024

ORDINANCE NO. O-2024-_____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES NO. O- 2022-01 OF THE CITY OF PHARR BY PROVIDING FOR AMENDMENT TO ARTICLE IX, FIREFIGHTERS AND POLICE OFFICERS CIVIL SERVICE ORDINANCE BY INCREASING THE AUTHORIZED POSITIONS IN THE DIFFERENT CLASSIFICATIONS DECLARING ALL ORDINANCES IN CONFLICT NULL AND VOID; DECLARING AN EMERGENCY; AND PROVIDING FOR AN EFFECTIVE DATE

BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS FOR THE CITY OF PHARR, TEXAS AS FOLLOWS:

SECTION 1: It is necessary for the Board of Commission to make amendments to Article IX, Firefighters and Police Officers Civil Service Ordinance relating to the number of authorized civil service position in certain specified ranks to better serve the needs of the citizens of the City.

SECTION 2: Therefore, the Code of Ordinance of the City of Pharr, Article IX, Firefighters and Police Officers Civil Service Ordinance is hereby amended to provide for the following modifications to the number of authorized and budgeted positions in the existing rank structure of the City Fire Department and City Police Department as follows:

1) a decrease in the Police Department authorized strength, new total is as follows:

Police Department			
	Current Positions	Increase By	New Total
Police Officer	122	0	122
Sergeant	16	0	16
Lieutenant	7	0	7
Deputy Chief	2	-2	0
Assistant Chief	1	2	2
Police Chief	1	0	1
	149	0	148

2) an increase in the Fire Department authorized strength, new total is as follows:

Fire Department			
	Current Positions	Increase By	New Total
Firefighter	42	0	42
Engineer	22	0	22
Lieutenant/Asst. Fire Marshal	14	2	16
Captain	1	-1	0
Battalion Chief	3	2	5
Deputy Chief/Fire Marshal	2	0	2
Assistant Chief	1	0	1
Fire Chief	1	0	1
	86	3	89

SECTION 3: The foregoing modifications to the number of authorized positions are hereby made so as to better serve the interests of the department and public and in keeping with the fiscal and administrative efficiency of the City of Pharr, Texas.

SECTION 4: Provisions of any Ordinances in conflict herewith are hereby expressly repealed.

SECTION 5: Nothing in the Ordinance is intended to modify or create any additional statutory or contractual rights or obligations of the employees of the Fire or Police Departments.

SECTION 6: This Ordinance shall take effect upon receiving final approval by the governing body following three (3) readings of the Board of Commissioners.

PASSED AND APPROVED ON FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 2024.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

IMELDA PEREZ, CITY CLERK

PASSED AND APPROVED ON SECOND READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 2024.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

IMELDA PEREZ, CITY CLERK

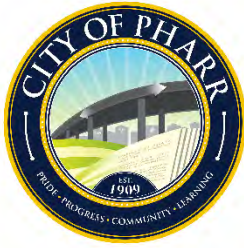
**PASSED AND APPROVED ON THIRD READING BY THE BOARD OF CITY
COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of
_____, 2024.**

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

IMELDA PEREZ, CITY CLERK



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.C.

DATE SUBMITTED: September 25, 2024

MEETING DATE: October 7, 2024

FROM: Imelda Perez, City Clerk

DEPARTMENT: Administration

DIRECTOR: Imelda Perez

Agenda Item: Consideration and action, if any, ratifying Resolution No. R-2024-54 establishing a community revitalization plan for the revitalization area surrounding the affordable housing development known as Camellia Court Apartments. **This item supports QL - Quality of Life.**

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: The City of Pharr has identified a critical need to revitalize areas of the City that are in despair, particularly affordable housing developments that are in need of development.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Perez
Ricardo Rodriguez
Jamison Merrick
City Management Office

Created/Initiated - 9/25/2024
Approved - 9/26/2024
Approved - 10/4/2024
Final Approval - 10/4/2024

2

RESOLUTION NO. R-2024- 54

A RESOLUTION ESTABLISHING A COMMUNITY REVITALIZATION PLAN FOR THE REVITALIZATION AREA SURROUNDING THE AFFORDABLE HOUSING DEVELOPMENT KNOWN AS CAMELLIA COURT APARTMENTS

WHEREAS, the City of Pharr, by and through its Board of Commissioners (hereinafter referred to as the "**City**"), has identified a critical need to revitalize areas of the City that are in despair, particularly affordable housing developments that are in need of development, and

WHEREAS, the City will benefit from promoting and supporting such community revitalization efforts by the Pharr Housing Development Corporation (the "**PHDC**") and their developer partner; and

WHEREAS, the City previously adopted a resolution for revitalization of the area of the Camellia Court Apartments (including specifically 920 W. Villegas) on February 20, 2007 and this resolution is in furtherance of those goals and an expansion of the prior resolution for revitalization; and

WHEREAS, the City agrees to support and work with PHDC and their developer partner(s) to comprehensively develop low-income housing and construct new housing using innovative methods, including public-private partnerships and affordable housing developments with renters of mixed incomes supported by tax credits;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS THAT:

As part of the City's community revitalization plan, the City supports the construction of an affordable housing development with new affordable housing developments financed by housing tax credits.

The City supports PHDC's 2024 grant application to the Federal Home Loan Bank and application to the Texas Department of Housing and Community Affairs for a 2025 allocation of low income housing tax credits for Camellia Court Apartments.

The City welcomes the cooperation of the PHDC and their developer partner(s) in the City's community revitalization plan.

AS PART OF THIS REVITALIZATION PLAN, THE CITY OF PHARR RESOLVES AND COMMITS TO:

- Promote the redevelopment of the area surrounding the site of Camellia Court Apartments as listed herein.
- City Planning and Permitting offices will assist interested parties wanting to invest in the revitalization area surrounding the site of Camellia Court Apartments.
- Mirror successful ventures of other community efforts to revitalize the revitalization area surrounding the site of Camellia Court Apartments.

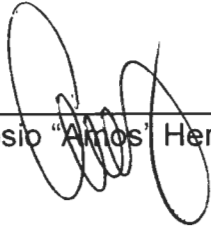
- Continue the improvements of the public services and quality of life enhancements (i.e., parks & city community events) in and around the revitalization area surrounding the site of Camellia Court Apartments.
- Encourage and support HUD-CDBG housing redevelopment efforts to remove unsightly and unsafe living conditions.
- Encourage and support the expansion and redevelopment of Affordable Housing.
- This Revitalization Plan shall be revisited annually to incorporate updates to the revitalization area surrounding the site of Camellia Court Apartments.

The Mayor and City Manager are authorized to take any reasonable and necessary action to implement the direction and intention of this resolution and community revitalization plan.

CONSIDERED, PASSED and APPROVED on this the 7th day of OCTOBER, 2024, at a regular meeting of the Board of Commissioners of the City of Pharr, Texas at which a quorum was present, and which was held in accordance with Chapter 552 of the Texas Government Code.

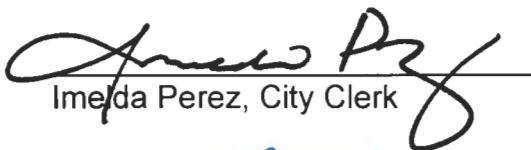
SIGNED ON THIS THE 25TH day of SEPTEMBER, 2024.

CITY OF PHARR, TEXAS



Ambrosio "Amos" Hernandez, Mayor

ATTEST:



Imelda Perez, City Clerk

APPROVED AS TO FORM:



Ricardo Rodriguez, City Attorney



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.D.

DATE SUBMITTED: October 3, 2024

MEETING DATE: October 7, 2024

FROM: Imelda Perez, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action, if any, on Development Services Cases:

Classification: Public Hearing

(* If closed session, City Attorney must review and approve.)

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No

Reason:

ROUTING:

Imelda Perez

Created/Initiated - 10/3/2024



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.D.1.

DATE SUBMITTED: September 30, 2024

MEETING DATE: October 7, 2024

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: City of Pharr, for the betterment of the city, has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Single-Family Residential District (R-1). The property is legally described as being 27.19 acres, more or less, out of Lot 5, Block 5, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at the 1300 Block of West Ferguson Avenue. COZ#240925 **This item supports EV - Economic Vitality.**

Classification: Public Hearing

(* If closed session, City Attorney must review and approve.)

Issue: City of Pharr, for the betterment of the city, has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Single-Family Residential District (R-1).

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends approval of the city initiated rezoning request from Agricultural and/or Open Space District (A-O) to Single-Family Residential District (R-1) as the property complies with the Future Land Use Plan, meets area requirements, and has adequate ingress and egress. If approved, the owner must comply with all City Ordinances and City Department requirements.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission voted unanimously to recommend approval of the rezoning request from Agricultural and/or Open Space District (A-O) to Single-Family Residential District (R-1) at the meeting on September 23, 2024. There were five members present and voting.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 9/30/2024
Approved - 9/30/2024
Final Approval - 10/1/2024



MEMORANDUM

DATE: MONDAY, OCTOBER 7, 2024

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN B. FLORES, CITY MANAGER

SUBJECT: Re-zoning Request: From Agricultural and/or Open Space District (A-O) to Single-Family Residential District (R-1). The property is legally described as being 27.19 acres, more or less, out of Lot 5, Block 5, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at the 1300 Block of West Ferguson Avenue.
COZ#240925

Comprehensive zoning and rezoning regulations and ordinances should be adopted and designed to facilitate, as much as possible, the following items:

1. To lessen congestion;
2. Secure safety from fire, panic and other dangers;
3. To promote health and general welfare;
4. To provide adequate light and air;
5. To protect the overcrowding of land and abutting traffic ways;
6. Avoid undue concentration of population, and;
7. To facilitate the adequate provisions of transportation, water, sewage, schools, parks, and other public requirements as per Local Government Code, Sect. 211.004.

DESCRIPTION OF PROPERTY:

City of Pharr, for the betterment of the city, has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Single-Family Residential District (R-1).

The subject site is located at the intersection of North Jackson Road and West Ferguson Avenue and is physically located at the 1300 Block of West Ferguson Avenue. The property is legally described as being 27.19 acres, more or less, out of Lot 5, Block 5, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas.

The property fronts West Ferguson Avenue and North Jackson Road, both 120' – 150' principal arterial streets, with a posted speed limit of 40-55 miles per hour or less as identified in the City of Pharr's Thoroughfare Plan.

The property is currently zoned Agricultural and/or Open Space District (A-O). The properties to the north were rezoned from Agricultural and/or Open Space District (A-O) to Residential Multi-Family District (R-MF) on September 6, 2022. A portion of the property to the east was rezoned from Agricultural and/or Open Space District (A-O) to Mobile Home Residential District (R-MH) and General Business District (C) on December 5, 2000. The remaining portion of the east was rezoned from Agricultural and/or Open Space District (A-O) to Residential Multi-Family High Density (R-MFHD) on April 4, 2022. The city limits lie to the west. There have been no other zoning requests within the general vicinity since that time. The property is generally designated for single family use in the Future Land Use Plan.

The Single-Family District is intended to be composed of single-family dwellings together with public, denominational and private schools, churches and public parks essential to create basic neighborhood units. Areas that are zoned for this use shall have water, wastewater, drainage and access to paved streets based on single-family usage. It is intended for areas that are properly buffered from nonresidential uses and protected from pollution and/or environmental hazards or from high volume of non-single-family traffic.

Twenty-seven (27) letters were mailed out to the surrounding property owners within a two hundred (200) foot radius on September 13, 2024, and a legal notice was published in the Advance News Journal on September 11, 2024. Staff received one call for information from one of the property owners.

Development Services recommended **approval** of the request to re-zone from Agricultural and/or Open Space District (A-O) to Single-Family Residential District (R-1) as the property complies with the Future Land Use Plan, meets area requirements, and has adequate ingress and egress. If approved, the owner must comply with all City Ordinances and City Department requirements.

The Planning and Zoning Commission voted unanimously to recommend approval of the rezoning request from Agricultural and/or Open Space District (A-O) to Single-Family Residential District (R-1) at the meeting on September 23, 2024. There were five members present and voting.

CITY COMMISSION OPTIONS:

1. **Approve the rezoning request;**
2. **Table the item for:**
 - a) **consideration by the full board;**
 - b) **additional information;**
 - c) **additional time for applicant and adjacent property owners to meet;**
3. **Disapprove the request.**



REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

City of Pharr, for the betterment of the city
APPLICANT

Agricultural and/or Open Space District (A-O)
CURRENT ZONE

1300 Block of West Ferguson Avenue
ADDRESS

Single-Family Residential District (R-1)
PROPOSED ZONE

		YES	NO
1	Does the property meet the minimum area requirements for the proposed zone?	X	
2	Does the property have adequate ingress and egress?	X	
3	Will the change of zone be compatible with surrounding properties? (Zoning and Land Use)	X	
4	Is the property located along a major thoroughfare?	X	
5	Will the property have adequate parking for the proposed use?	X	
6	Will the property have adequate landscaping as per City Ordinance?	X	
7	Will the zone change increase the volume of traffic?		X
8	Will a buffer be required?	X	
9	Is the proposed change in line with the Future Land Use Plan?	X	

STAFF RECOMMENDATIONS:

Approval

Development Services recommends approval of the rezoning request from Agricultural and/or Open Space District (A-O) to Single-Family Residential District (R-1) as the property complies with the Future Land Use Plan, meets area requirements, and has adequate ingress and egress. If approved, the owner must comply with all City Ordinances and City Department requirements.

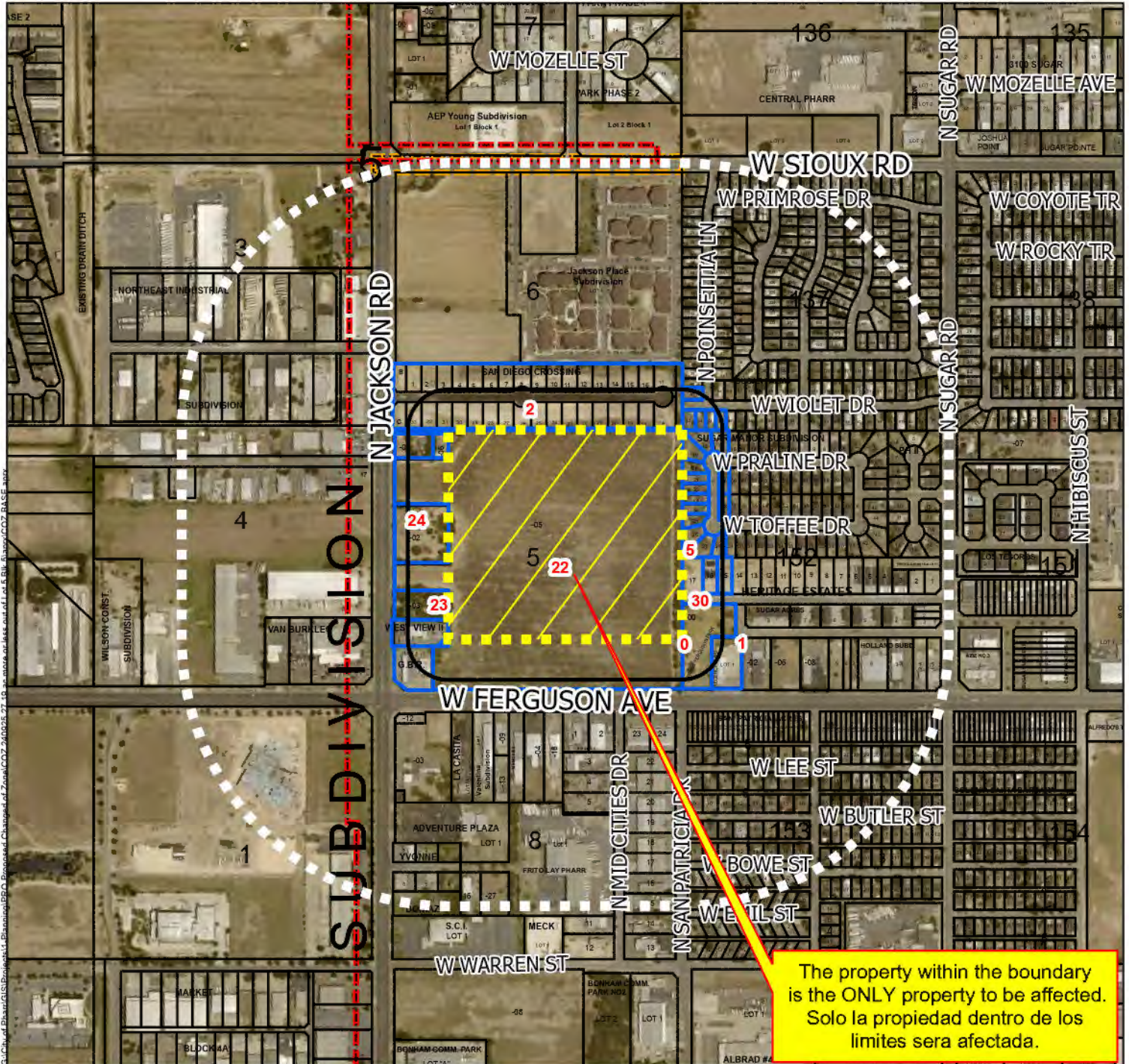
Laura Fonseca, Planner II
PREPARED BY

September 11, 2024
DATE

Proposed Change of Zone
27.19 ac m/l out of Lot 5 Blk 5
City of Pharr



AERIAL



- Subject Property
- 200 ft Radius
- Notified Properties
- Quarter Mile Radius

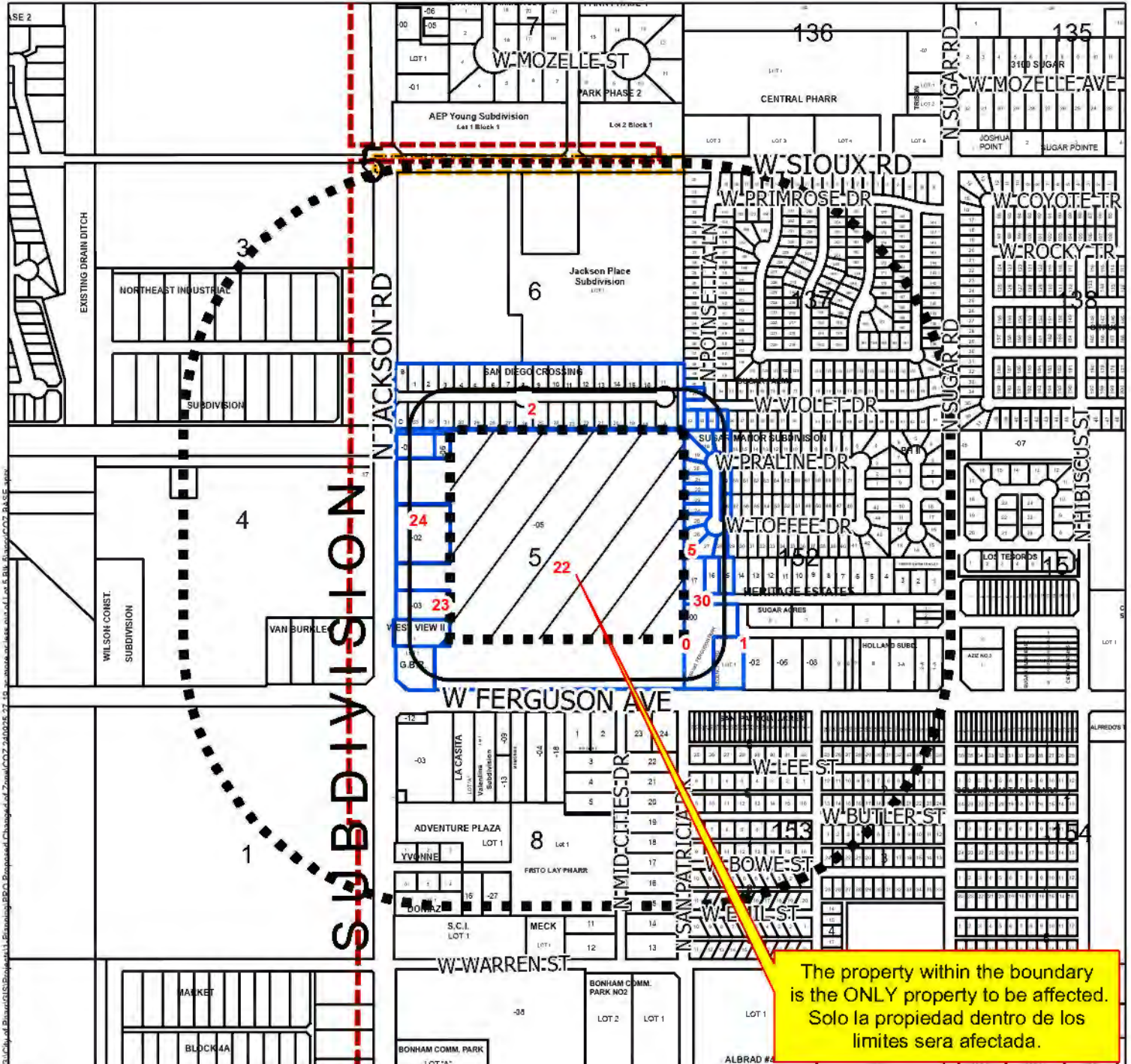
All information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.



Proposed Change of Zone
27.19 ac m/l out of Lot 5 Blk 5
City of Pharr



RADIUS

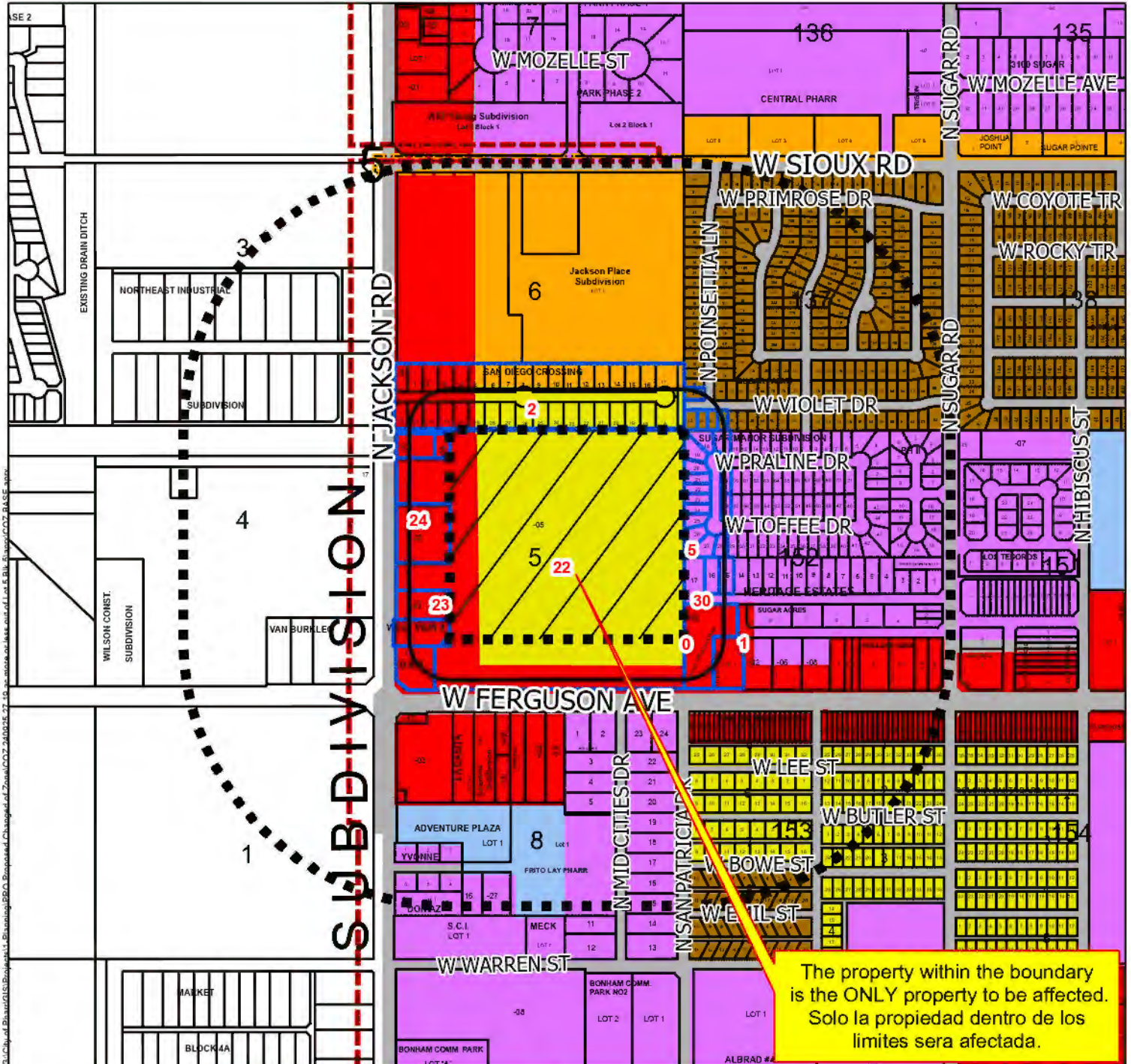


- Subject Property
- 200 ft Radius
- Notified Properties
- Quarter Mile Radius

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FUTURE LAND USE



Future Land Use

FUTURELAND

- Irrigation
- Agriculture

- Single Family Res.
- Multi-Family Res.
- Manufactured Homes
- Industrial

- Commercial
- Public/Semi Public
- ROW
- Parks

- Subject Property
- 200 ft Radius
- Notified Properties
- Quarter Mile Radius

All information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.





Pharr
Development Services



Site Photo

1300 Block of West Ferguson Avenue





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.D.2.

DATE SUBMITTED: September 30, 2024

MEETING DATE: October 7, 2024

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: City of Pharr, for the betterment of the city, has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to General Business District (C). The property is legally described as being 11.09 acres, more or less, out of Lot 5, Block 5, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas. The properties are physically located at 2314 North Jackson Road, 2210 North Jackson Road, 2300 Block of North Jackson Road, 2004 North Jackson Road, and 1300 West Ferguson Avenue. COZ#240926
This item supports EV - Economic Vitality.

Classification: Public Hearing

(* If closed session, City Attorney must review and approve.)

Issue: City of Pharr, for the betterment of the city, has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to General Business District (C).

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends approval of the rezoning request from Agricultural and/or Open Space District (A-O) to General Business District (C) as the property meets area requirements, is compatible with the nearby zoning and land uses along West Ferguson Avenue and North Jackson Road, and has adequate ingress and egress. If approved, the owner must comply with all City Ordinances and City Department requirements.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission voted unanimously to recommend approval of the rezoning request from Agricultural and/or Open Space District (A-O) to General Business District (C) at the meeting on September 23, 2024. There were five members present and voting.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza

Created/Initiated - 9/30/2024

Ricardo Rodriguez
City Management Office

Approved - 9/30/2024
Final Approval - 10/1/2024



MEMORANDUM

DATE: MONDAY, OCTOBER 7, 2024

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN B. FLORES, CITY MANAGER

SUBJECT: Re-zoning Request: From Agricultural and/or Open Space District (A-O) to General Business District (C). The property is legally described as being 11.09 acres, more or less, out of Lot 5, Block 5, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas. The properties are physically located at 2314 North Jackson Road, 2210 North Jackson Road, 2300 Block of North Jackson Road, 2004 North Jackson Road, and 1300 West Ferguson Avenue. COZ#240926

Comprehensive zoning and rezoning regulations and ordinances should be adopted and designed to facilitate, as much as possible, the following items:

1. To lessen congestion;
2. Secure safety from fire, panic and other dangers;
3. To promote health and general welfare;
4. To provide adequate light and air;
5. To protect the overcrowding of land and abutting traffic ways;
6. Avoid undue concentration of population, and;
7. To facilitate the adequate provisions of transportation, water, sewage, schools, parks, and other public requirements as per Local Government Code, Sect. 211.004.

DESCRIPTION OF PROPERTY:

City of Pharr, for the betterment of the city, has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to General Business District (C).

The subject site is located at the intersection of North Jackson Road and West Ferguson Avenue and is physically located at 2314 North Jackson Road, 2210 North Jackson Road, 2300 Block of North Jackson Road, 2004 North Jackson Road, and 1300 West Ferguson Avenue.

The property is legally described as being 11.09 acres, more or less, out of Lot 5, Block 5, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas.

The property fronts West Ferguson Avenue and North Jackson Road, both 120' – 150' principal arterial streets, with a posted speed limit of 40-55 miles per hour or less as identified in the City of Pharr's Thoroughfare Plan.

The properties are currently zoned Agricultural and/or Open Space District (A-O). The properties to the north were rezoned from Agricultural and/or Open Space District (A-O) to Residential Multi-Family District (R-MF) on September 6, 2022. A portion of the property to the east was rezoned from Agricultural and/or Open Space District (A-O) to Mobile Home Residential District (R-MH) and General Business District (C) on December 5, 2000. The remaining portion of the east was rezoned from Agricultural and/or Open Space District (A-O) to Residential Multi-Family High Density (R-MFHD) on April 4, 2022. A portion of the property to the south was rezoned from General Business District (C) to Heavy Commercial District (H-C) on October 27, 2009. Another section to the south was rezoned from General Business District (C) to Heavy Commercial District (H-C) on April 30, 1990. The city limits lie to the west. There have been no other zoning requests within the general vicinity since that time. The property is generally designated mostly for commercial with a portion of single family use in the Land Use Plan. The requested zoning is compatible with the nearby zoning and land uses along West Ferguson Avenue and North Jackson Road.

The General Business District (C) is established to provide adequate space and site diversification for most types of commercial development in the City of Pharr. Larger shopping centers and most existing commercial strips along major arterials would be included in this district. The noise, traffic, litter, late-night hours, and possible blighting influences require adequate buffering from residential areas, and the traffic from such uses should not pass-through residential areas, except on arterials or major collectors.

Eighteen (18) letters were mailed out to the surrounding property owners within a two hundred (200) foot radius on September 13, 2024, and a legal notice was published in the Advance News Journal on September 11, 2024. Staff has received three calls for information only.

Development Services recommended approval of the request to re-zone from Agricultural and/or Open Space District (A-O) to General Business District (C) as the property meets area requirements, is compatible with the nearby zoning and land uses along West Ferguson Avenue and North Jackson Road and has adequate ingress and egress. If approved, the owner must comply with all City Ordinances and City Department requirements.

The Planning and Zoning Commission voted unanimously to recommend approval of the rezoning request from Agricultural and/or Open Space District (A-O) to General Business District (C) at the meeting on September 23, 2024. There were five members present and voting.

CITY COMMISSION OPTIONS:

- 1. Approve the rezoning request;**
- 2. Table the item for:**
 - a) consideration by the full board;**
 - b) additional information;**
 - c) additional time for applicant and adjacent property owners to meet;**
- 3. Disapprove the request.**



REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

City of Pharr, for the betterment of the city

APPLICANT

2314 North Jackson Road, 2210 North Jackson Road, 2300 Block of
North Jackson Road, 2004 North Jackson Road, and 1300 West

ADDRESS

Agricultural and/or Open Space District (A-O)

CURRENT ZONE

General Business District (C)

PROPOSED ZONE

		YES	NO
1	Does the property meet the minimum area requirements for the proposed zone?	X	
2	Does the property have adequate ingress and egress?	X	
3	Will the change of zone be compatible with surrounding properties? (Zoning and Land Use)	X	
4	Is the property located along a major thoroughfare?	X	
5	Will the property have adequate parking for the proposed use?	X	
6	Will the property have adequate landscaping as per City Ordinance?	X	
7	Will the zone change increase the volume of traffic?		X
8	Will a buffer be required?	X	
9	Is the proposed change in line with the Future Land Use Plan?	X	

STAFF RECOMMENDATIONS:

Approval

Development Services is recommending approval of the request to re-zone from Agricultural and/or Open Space District (A-O) to General Business District (C) as the property meets area requirements, is compatible with the nearby zoning and land uses along West Ferguson Avenue and North Jackson Road and has adequate ingress and egress.

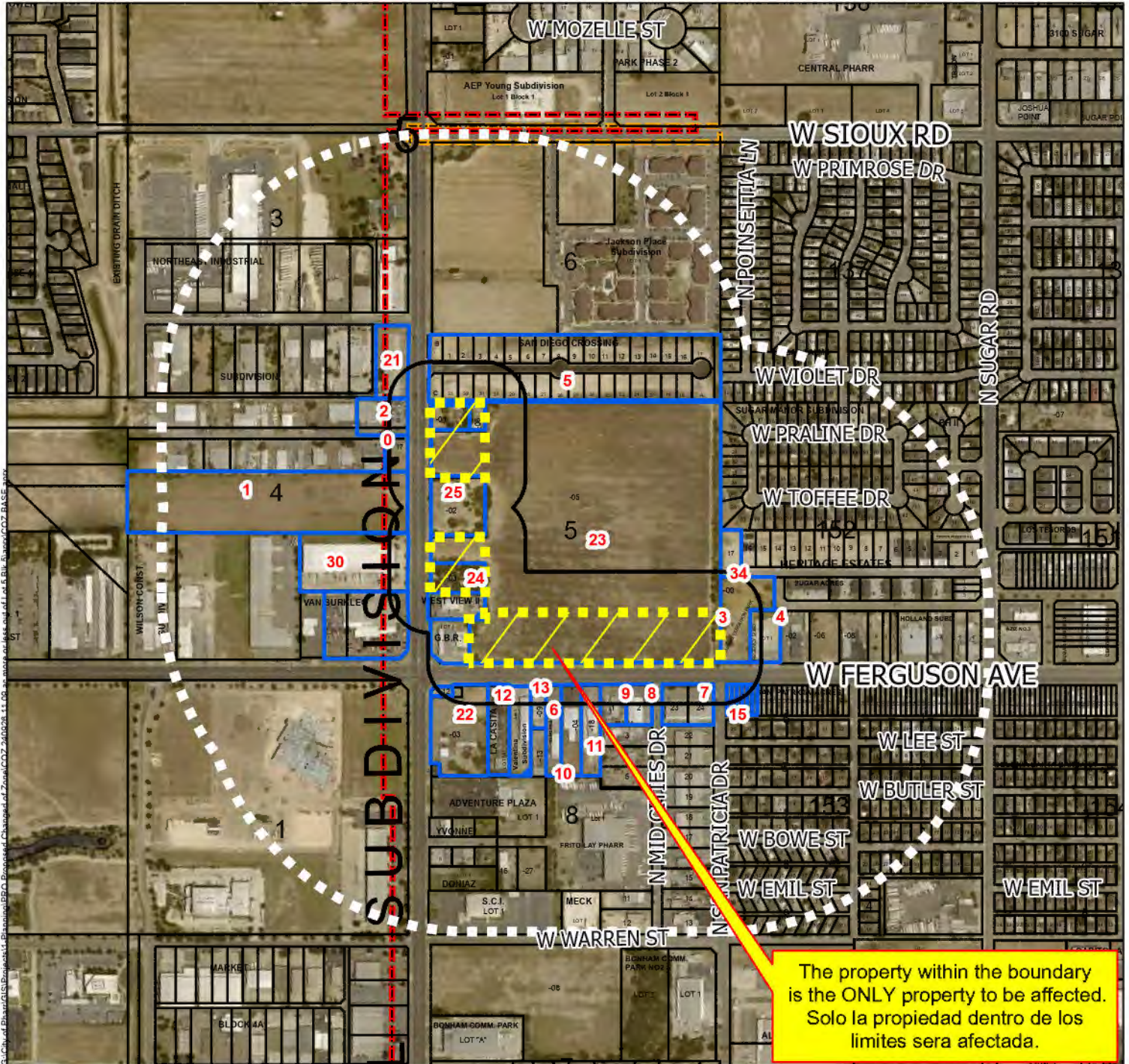
If approved, the owner must comply with all City Ordinances and City Department requirements.

Laura Fonseca, Planner II

PREPARED BY

September 16, 2024

DATE

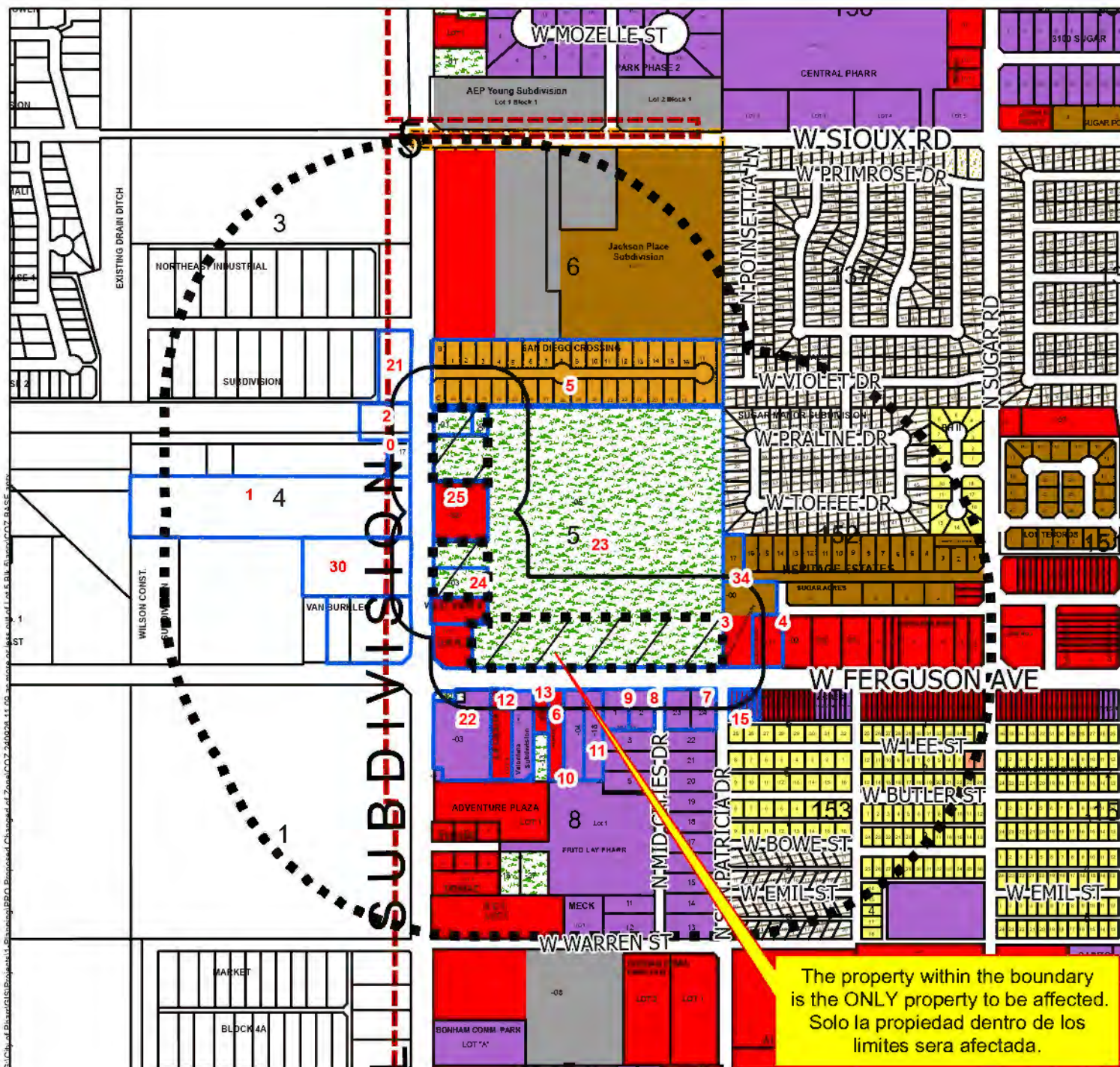


- Subject Property
- 200 ft Radius
- Notified Properties
- Quarter Mile Radius

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ZONING



Zoning

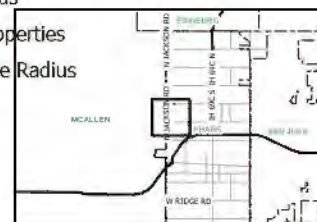
ZONE

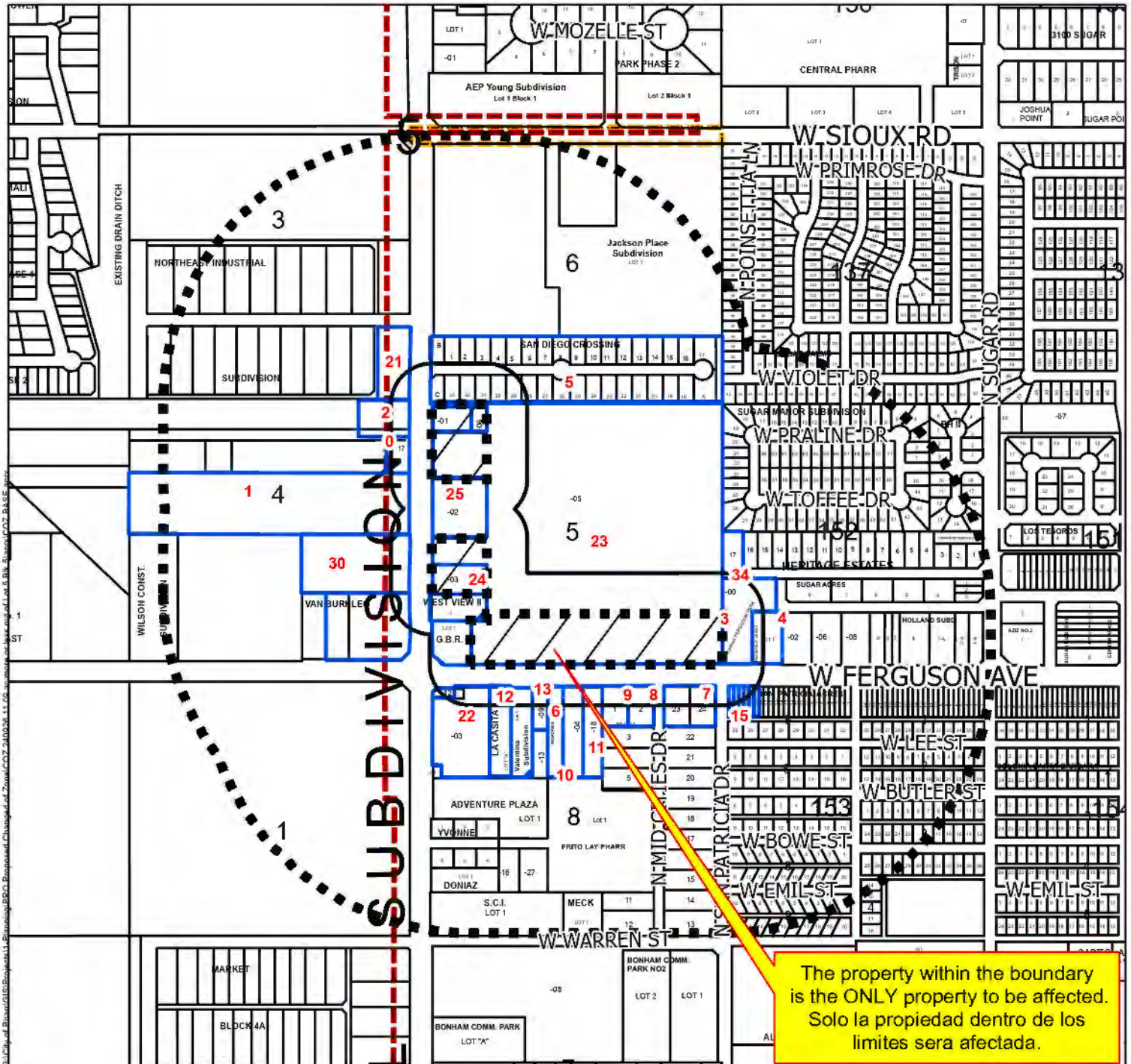
- Agricultural Open Space
- Single Family
- Single Family Small Lot
- Residential Multi-Family
- Residential Multi-Family High Density

- Mobile Home
- Townhouse
- HUD Code
- Rail Road R.O.W
- Government Owned
- General Business
- Business District
- Drainage Easement
- Heavy Commercial
- Heavy Industrial
- Limited Industrial
- Neighborhood Commercial
- Office Professional
- PSJA ISD

- Hidalgo ISD
- Valley View ISD
- Planned Unit Development
- Subject Property
- 200 ft Radius
- Notified Properties
- Quarter Mile Radius

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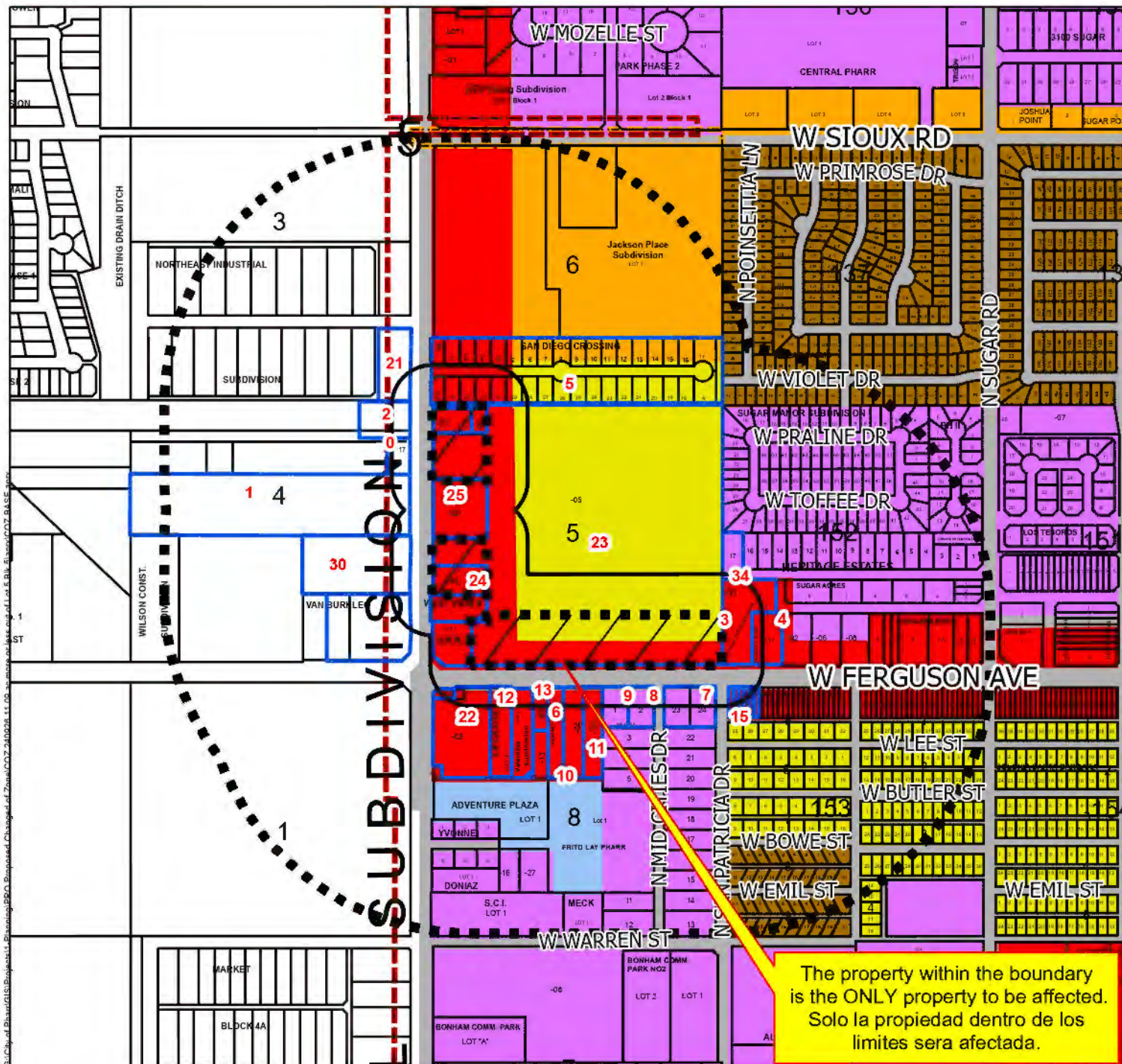


- Subject Property
- 200 ft Radius
- Notified Properties
- Quarter Mile Radius

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FUTURE LAND USE



Future Land Use

FUTURELAND

- Irrigation
- Agriculture

- Single Family Res.
- Multi-Family Res.
- Manufactured Homes
- Industrial
- Commercial
- Public/Semi Public
- ROW
- Parks

- Subject Property
- 200 ft Radius
- Notified Properties
- Quarter Mile Radius





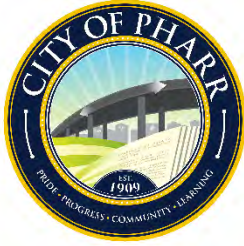
Pharr
Development Services



Site Photo

2314 North Jackson Road, 2210 North Jackson Road,
2300 Block of North Jackson Road, 2004 North
Jackson Road, and 1300 West Ferguson Avenue





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.E.

DATE SUBMITTED: October 3, 2024

MEETING DATE: October 7, 2024

FROM: Imelda Perez, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: PLATS:

Classification: Consent

(* If closed session, City Attorney must review and approve.)

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No

Reason:

ROUTING:

Imelda Perez

Created/Initiated - 10/3/2024



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.E.1.

DATE SUBMITTED: October 1, 2024

MEETING DATE: October 7, 2024

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Salinas Engineering & Associates, representing Edna Ramos, owner, is requesting final plat approval of the proposed Palo Verde Estates Subdivision. The property is legally described as being a 1.00 acre tract of land out of and forming a part of Lot 3 of the un-recorded plat of Palo Verde Subdivision No. 3, being out of a portion of Lot 332, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 200 Block of West Palo Verde Circle. SUB#240408 **This item supports EV - Economic Vitality.**

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: Salinas Engineering & Associates, representing Edna Ramos, owner, is requesting final plat approval of the proposed Palo Verde Estates Subdivision.

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends final plat approval of the proposed Palo Verde Estates Subdivision subject to the listed conditions.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission voted unanimously to recommend approval of the final plat of the proposed Palo Verde Estates Subdivision at their meeting on September 23, 2024. There were five members present and voting.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 10/1/2024
Approved - 10/2/2024
Final Approval - 10/2/2024



MEMORANDUM

DATE: MONDAY, OCTOBER 7, 2024

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN B. FLORES, CITY MANAGER

SUBJECT: PALO VERDE ESTATES SUBDIVISION
FILE NO. **SUB#240408**

GENERAL INFORMATION:

APPLICANT: Salinas Engineering & Associates, representing Edna Ramos, owner, is requesting final plat approval of the proposed Palo Verde Estates Subdivision.

LEGAL DESCRIPTION: The property is legally described as being a 1.00 acre tract of land out of and forming a part of Lot 3 of the un-recorded plat of Palo Verde Subdivision No. 3, being out of portion of Lot 332, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 200 Block of W. Palo Verde Cir.

ZONING: The property is currently zoned Single Family Residential District (R-1). The adjacent zones are Single Family Residential District (R-1) to the north, east and west and Heavy Commercial District (H-C) to the south. The property is designated for single family residential use in the Land Use Plan.

PROPERTY PROPOSED USE: Single family residential homes.

VARIANCES: None requested.

RECOMMENDATIONS: Development Services recommends final plat approval of the proposed Palo Verde Estates Subdivision subject to the following conditions:

**STREETS, PAVING
AND R.O.W.:** 1. In compliance.

EASEMENTS: 1. In compliance.

**SIDEWALK:
ADA:** 1. In compliance.

FIRE PROTECTION: 1. In compliance.

WATER: 1. In compliance.

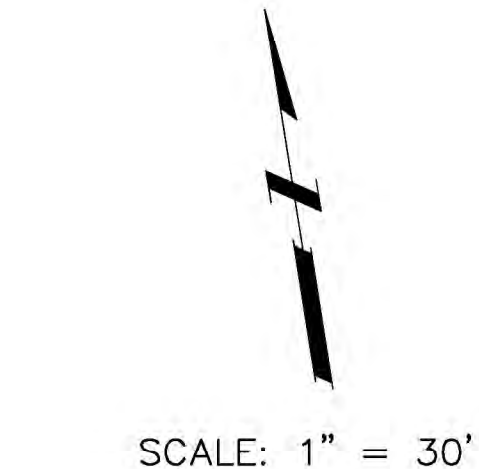
SEWER: 1. In compliance.

DRAINAGE: 1. In compliance.

OTHER: 1. In compliance.

PLANNING AND ZONING COMMISSION:

The Planning and Zoning Commission voted unanimously to recommend approval of the final plat of the proposed Palo Verde Estates Subdivision at their meeting on September 23, 2024.



●	FOUND 1/2" IRON ROD
○	SET 1/2" IRON ROD WITH YELLOW
	CAP MARKED "SEA 5782"
●	FOUND 3/4" IRON ROD
●	FOUND IRON PIPE
R.O.W.	RIGHT OF WAY
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
H.C.D.R.	HIDALGO COUNTY DEED RECORDS
H.C.D.R.	HIDALGO COUNTY MAP RECORDS
H.C.M.R.	HIDALGO COUNTY MAP RECORDS

FILED FOR RECORD
IN HIDALGO COUNTY
ARTURO GUAJARDO, JR.,
HIDALGO COUNTY CLERK

15. STORM WATER DETENTION IS REQUIRED FOR THIS PROPERTY. THE ENGINEER OF RECORD FOR THIS SUBDIVISION PLAT HAS ESTIMATED THAT AN AREA OF APPROXIMATELY 0.03 ACRES AND A VOLUME OF APPROXIMATELY 0.04 ACRE FEET WILL BE REQUIRED FOR THIS USE. THIS IS AN ESTIMATE ONLY AND DETAILED ANALYSIS MAY REVEAL DIFFERENT REQUIREMENTS. NO BUILDING PERMIT SHALL BE ISSUED FOR THIS PLATTED PROPERTY UNTIL A STORM WATER DETENTION SYSTEM DESIGN HAS BEEN APPROVED BY THE CITY OF PHARR FOR THIS COMMERCIAL DEVELOPMENT.

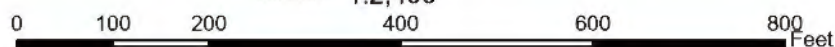
SEA
SALINAS ENGINEERING & ASSOC.
(F-6675) (10065700)
CONSULTING ENGINEERS & SURVEYORS
2221 DAFFODIL - McALLEN, TEXAS 78501
(506) 686-9081 (506) 686-1489 (FAX)
12100 PARK 35 CIRCLE BLDG. A, SUITE 156, MC-230, AUSTIN, TEXAS 78753 (512) 239-



- | | | | | |
|--|---|---|---|---|
|  Agricultural Open Space |  Rail Road R.O.W |  Neighborhood Commercial | Future Land Use
FUTURELAND |  Industrial |
|  Single Family |  Government Owned |  Office Professional | |  Commercial |
|  Single Family Small Lot |  General Business |  PSJA ISD | |  Public/Semi Public |
|  Residential Multi-Family |  Business District |  Hidalgo ISD | |  ROW |
|  Residential Multi-Family High Density |  Drainage Easement |  Valley View ISD |  Irrigation |  Parks |
|  Mobile Home |  Heavy Commercial |  Planned Unit Development |  Agriculture |  Subject Property |
|  Townhouse |  Heavy Industrial | |  Single Family Res. | |
|  HUD Code |  Limited Industrial | |  Multi-Family Res. | |
| | | |  Manufactured Homes | |

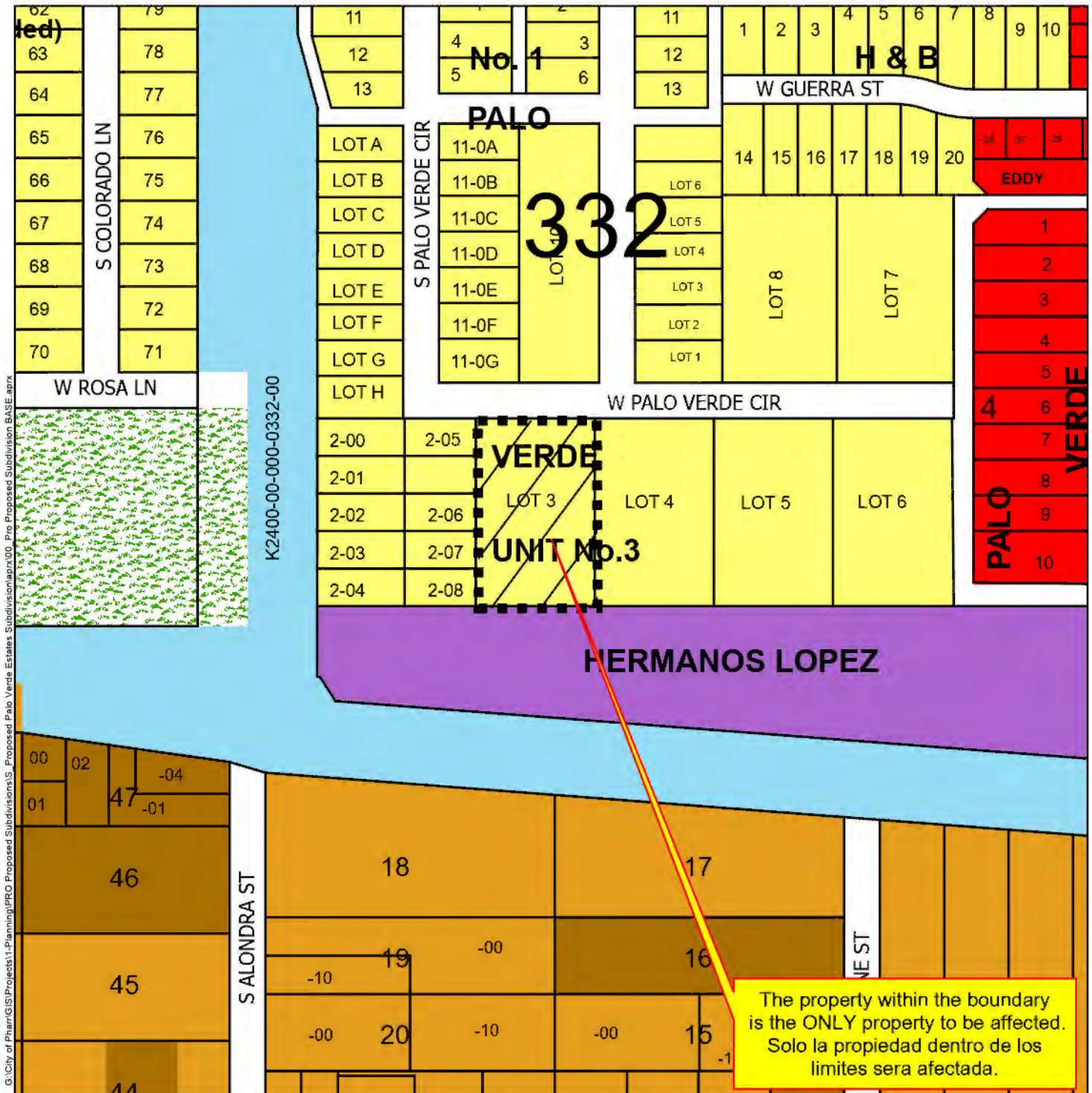
City of Pharr, Texas
Engineering Department
956.702.5355

Scale: 1:2,400



Date: 4/25/2024

ZONING



The property within the boundary is the ONLY property to be affected.
Solo la propiedad dentro de los limites sera afectada.

- | | | | | |
|--|---|--|--|--|
| <ul style="list-style-type: none"> Agricultural Open Space Single Family Single Family Small Lot Residential Multi-Family Residential Multi-Family High Density Mobile Home Townhouse HUD Code | <ul style="list-style-type: none"> Rail Road R.O.W Government Owned General Business Business District Drainage Easement Heavy Commercial Heavy Industrial Limited Industrial | <ul style="list-style-type: none"> Neighborhood Commercial Office Professional PSJA ISD Hidalgo ISD Valley View ISD Planned Unit Development | Future Land Use
FUTURELAND <ul style="list-style-type: none"> Irrigation Agriculture Single Family Res. Multi-Family Res. Manufactured Homes | <ul style="list-style-type: none"> Industrial Commercial Public/Semi Public ROW Parks Subject Property |
|--|---|--|--|--|





Pharr
Development Services



Site Photo

200 Block of W. Palo Verde Cir.





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 7.A.

DATE SUBMITTED: October 3, 2024

MEETING DATE: October 7, 2024

FROM: LINDA DEL TORO, Secretary

DEPARTMENT: Library

DIRECTOR: Adolfo Garcia

Agenda Item: Consideration and action, if any, on Resolution appointing/re-appointing two (2) members and one (1) ex-officio to the Pharr Memorial Library Board. **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: The library board currently has two vacancies and one ex-officio vacancy. We would like to appoint two members and one ex-officio to the Library Board. Diana Cuevas and Delia Soza expressed interest in serving.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends Diana Cuevas and Delia Soza to be appointed as new members

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

LINDA DEL TORO
Adolfo Garcia
City Management Office

Created/Initiated - 10/3/2024
Approved - 10/4/2024
Final Approval - 10/4/2024



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 7.B.

DATE SUBMITTED: October 3, 2024

MEETING DATE: October 7, 2024

FROM: Kimberly Mendoza, Development
Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Consideration and action, if any, on Resolution to accept Petition for Voluntary Annexation, setting date, time and place for public hearing, authorizing and directing publication of the notice of such public hearing, and directing the City Manager to prepare service plan for a 6.48 acre tract situated in Porcion 71, Narciso Cabazos Survey, Abstract No. 30, Hidalgo County, Texas being a portion of State Highway 365 said portion being out of Parcel 18, and also being a portion of a 40 ft. wide road as shown on the Re-subdivision of Lots 1, and 5 to 32 inclusive of the San Juan Plantation Subdivision, located at South Veterans Boulevard and State Highway 365, in the City of Pharr's Extraterritorial Jurisdiction (ETJ) in Hidalgo County, Texas. **This item supports EV - Economic Vitality.**

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: This is a resolution to formally accept the Petition for Voluntary Annexation for 6.48 acres of Road Right of Way located at South Veterans Boulevard and State Highway 365.

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 10/3/2024
Approved - 10/3/2024
Final Approval - 10/3/2024

STATE OF TEXAS §
COUNTY OF HIDALGO §
CITY OF PHARR §

SECTION 1. ACCEPTANCE OF PETITIONS, MAPS AND OTHER PERTINENT INFORMATION.

- A. In accordance with Section 42.022(b) of the Texas Local Government Code, it is the law of this State that the extraterritorial jurisdiction ("ETJ") of a municipality may expand beyond the distance limitations imposed by Section 42.021 of the Texas Local Government Code to include an area contiguous to the otherwise existing ETJ of the municipality if the owners of the area request the expansion in accordance with Section 43.0671 of the Texas Local Government Code. The City of Pharr hereby approves, adopts, and accepts the petitions, deeds, and other exhibits and materials.
- B. The ETJ of the City of Pharr, Texas was 3 ½ miles prior to December 18, 2012. As a reaffirmation and independent approval hereto, the City of Pharr declares the ETJ as described and displayed on the map attached hereto described as Exhibit "D."

SECTION 2. PROCEEDINGS.

- A. The petitions of annexation of the subject property, including the abutting streets, roadways, and rights of way, not previously annexed into the City and the draft service plan shown in Exhibit "B", are hereby accepted:

A 6.48 ACRE TRACT SITUATED IN PORCION 71, NARCISO CABAZOS SURVEY, ABSTRACT NO. 30, HIDALGO COUNTY, TEXAS BEING A PORTION OF STATE HIGHWAY 365 SAID PORTION BEING OUT OF PARCEL 18, AND ALSO BEING A PORTION OF A 40-FOOT WIDE ROAD AS SHOWN ON THE RE-SUBDIVISION OF LOTS 1, AND 5 TO 32 INCLUSIVE OF THE SAN JUAN PLANTATION SUBDIVISION, RECORDED IN VOL. 3, PG. 52, HIDALGO COUNTY PLAT RECORDS LOCATED AT SOUTH VETERANS BOULEVARD & STATE HIGHWAY 365, IN THE CITY OF PHARR'S EXTRATERRITORIAL JURISDICTION (ETJ) IN HIDALGO COUNTY, TEXAS.

- B. On Monday, October 21, 2024, at 4:00 PM in the City Hall, Commissioners' Room, 118 S. Cage Blvd, Pharr, Texas, the City of Pharr will hold one (1) statutory public hearing as described in Exhibit "C", giving all interested persons the right to appear and be heard on the proposed annexation by the City of Pharr of the Property described in Exhibit "A."

SECTION 3. SAVINGS CLAUSE.

Except as hereby resolved, any other directives or actions of the City of Pharr, not in conflict with this Resolution, shall remain in full force and effect, unimpaired hereby.

SECTION 4. SEVERABILITY CLAUSE.

The invalidity of any section, clause, sentence, or provision of this Resolution shall not affect the validity of any other part thereof. The effects of this Resolution shall at all times be in compliance with state, federal, and other guidelines as directed.

SECTION 5. EFFECTIVE DATE.

This Resolution shall take effect immediately upon passage by the members of the Board of Commissioners of the City of Pharr.

SECTION 6. PROPER NOTICE AND MEETING

It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

**PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE
CITY OF PHARR, TEXAS, ON THIS THE 7th DAY OF OCTOBER 2024**

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

IMELDA PEREZ, CITY CLERK

Electronically Filed Document

**Hidalgo County
Arturo Guajardo Jr.
County Clerk**

Document Number: 2015-2583470

Recorded As : RECORDING ELECTRONIC

Recorded On: February 04, 2015

Recorded At: 09:23:41 am

Number of Pages: 8

Recording Fee: \$50.00

Parties:

Direct-

Indirect- NOT REQUIRED

Receipt Number: 1497373

Processed By: Tania Rivera

******* THIS PAGE IS PART OF THE INSTRUMENT *******

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.



**STATE OF TEXAS
COUNTY OF HIDALGO**

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time
printed herein, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Arturo Guajardo Jr.
County Clerk
Hidalgo County, TX

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

DEED

ROW CSJ: 0220-01-023

Parcel No.: 18

Grantor(s), whether one or more:

KVS Family Limited Partnership

Grantor's Mailing Address (including county):

P. O. Box 5790
McAllen, Tx 78502

Grantee:

Hidalgo County Regional Mobility Authority

Grantee's Authority:

The Hidalgo County Regional Mobility Authority (HCRMA) is authorized under the Texas Transportation Code to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project.

The Hidalgo County Regional Mobility Authority (HCRMA) is also authorized under the Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects.

Grantee's Mailing Address (including county):

Hidalgo County Regional Mobility Authority
P. O. Box 1766
Pharr, Tx 78577
County of Hidalgo

Consideration:

The sum of Three Hundred Eighty Eight Thousand One Hundred Thirty Three Dollars and Thirty Three Cents (\$388,133.33) "(The consideration recited herein represents a settlement and compromise by all parties as to the value of the property herein conveyed in order to avoid formal eminent domain proceedings and the added expenses of litigation.)" to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied.

Property:

All of that certain tract or parcel of land in Hidalgo County, Texas, being more particularly described in the attached Exhibit "A" (the "**Property**").

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.
2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.
3. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Hidalgo County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas, sulfur in and under the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder.

Grantor is retaining title to the following improvements ("**Retained Improvements**") located on the Property, to wit: **None**

Grantor covenants and agrees to remove the Retained Improvements from the Property by N/A day of N/A, 20N/A, subject to such extensions of time as may be granted by Grantee in writing. In the event Grantor fails, for any reason, to remove the Retained Improvements within the time prescribed, then, without further consideration, title to all or part of such Retained Improvements not so removed shall pass to and vest in Grantee, its successors and assigns, forever.

Access on and off Grantor's remaining property to and from the State highway facility shall be permitted except to the extent that such access is expressly prohibited by the provisions set out in Exhibit "A". Grantor acknowledges that such access on and off the State highway facility is subject to regulation as may be determined by the Texas Department of Transportation to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting or permitting requirements.

GRANTOR, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, successors and assigns to Warrant and Forever Defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to the claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

EXECUTED on the date(s) of acknowledgement indicated below.

GRANTOR:

KVS Family Limited Partnership

**By: KVS Land Co., Inc, a Texas corporation,
its sole general partner**

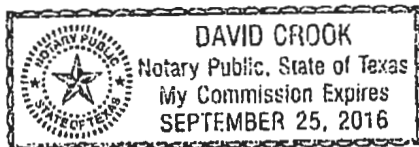
KVS. Chowdary

By: K. V. Chowdary, President

Acknowledgment

State of Texas
County of Hidalgo

This instrument was acknowledged before me on January 23, 2015, by K. V. Chowdary, President of KVS Land Co., Inc., a Texas corporation, general partner of KVS Family Limited Partnership, a Texas limited partnership, on behalf of said corporation and limited partnership.



David Crook
Notary Public, State of Texas

After recording please return this instrument to:

Mr. Jaime Cruz or Jaime Salinas
Hidalgo County Pct. 2
300 W. Hall Acres Rd., Ste. G
Pharr, Tx 78577

CERTIFICATE OF RECORDING

**THE STATE OF TEXAS, §
COUNTY OF HIDALGO §**

SH 365 PROJECT – PAR. 18

County: Hidalgo

Date: April 16, 2014

Road: SH365 (SEGMENT 3) BSIF CONNECTOR

Project Limits: From U.S. 281 (Military Road) and South along San Juan Road and along H.C.I.D. No. 2 Canal R.O.W. to East side of South Veterans Blvd. (South I Road)

R.O.W. CSJ: 0220-01-023

FIELD NOTES FOR PARCEL 18

A 173,970.15 square feet of land out of a 1,257,334.58 square feet tract of land out of Lots 93, 94, 97, and 98 Block 31, Re-Subdivision of San Juan Plantation Subdivision, Hidalgo County, Texas as per map recorded in Volume 3, Page 52, Map Records of Hidalgo County, Texas. Said 1,257,334.58 square feet tract of land is vested to KVS Family Limited Partnership, a Texas limited partnership from F. E. & J. A. Knapp Limited Partnership, a Texas limited partnership by virtue of a Warranty Deed with Vendor's Lien dated January 22, 2002 and recorded in Document No. 1048589, Official Records of Hidalgo County, Texas. Said 173,970.15 square feet of land being more particularly described by metes and bounds as follows;

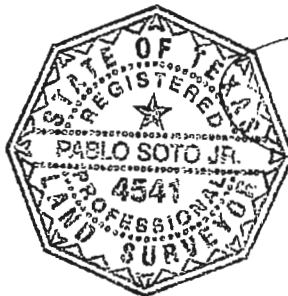
Commencing at a No. 4 rebar set (with a plastic cap stamped RGEK) at the Southeast corner of Lot 98, Block 31, Re-Subdivision of San Juan Plantation Subdivision; **Thence**, North 08 degrees 31 minutes 55 seconds East, with the East line of Lot 98, Block 31, Re-Subdivision of San Juan Plantation Subdivision, a distance of 845.23 feet to a No. 4 rebar set (with a plastic cap stamped RGEK); **Thence**, North 81 degrees 28 minutes 05 seconds West, a distance of 86.38 feet to a No. 5 rebar with aluminum disk set at the existing East Proposed Right of Way line of S.H 365 (BSIF Connector) for the Northeast corner of this tract of land and the **POINT OF BEGINNING**;

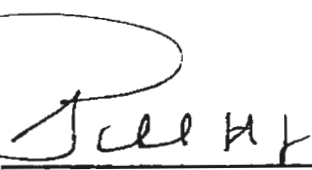
- 1) **THENCE**, South 08 degrees 35 minutes 28 seconds West, with the Proposed East Right of Way line of said S.H. 365 (BSIF Connector), a distance of 132.50 feet to a No. 5 rebar with aluminum disk set for an exterior corner of this tract of land;
- 2) **THENCE**, in a Southwesterly direction with the Proposed East Right of Way line of said S. H. 365 with a curve to the right having a Delta angle of 27 degrees 46 minutes 50 seconds, a Radius 987.51 feet, a Tangent of 244.21 feet, an Arc length 478.81 feet, a Chord length of 474.13, and a Chord bearing of South 22 degrees 40 minutes 31 seconds West to a No. 5 rebar with aluminum disk set for an interior corner of this tract of land;
- 3) **THENCE**, South 05 degrees 22 minutes 21 seconds East, with the Proposed Right of Way clip of S.H. 365 (BSIF Connector), a distance of 36.85 feet to a No. 5 rebar with aluminum disk set for an interior corner of this tract of land;
- 4) **THENCE**, South 50 degrees 21 minutes 54 seconds East, with the Proposed North Right of Way line of S.H. 365 (BSIF Connector), a distance of 130.30 feet to a No. 5 rebar with aluminum disk set for an exterior corner of this tract of land;

- 5) **THENCE**, in a Southeasterly direction with the Proposed North Right of Way line of said S.H. 365 (BSIF Connector) (segment 3) with a curve to the right having a Delta angle of 19 degrees 02 minutes 41 seconds, a Radius of 233.46 feet, a Tangent of 39.16 feet, an Arc length of 77.60 feet, a Chord length of 77.24 feet, and a Chord bearing South 44 degrees 47 minutes 02 seconds East to a No. 5 rebar with aluminum disk set at the existing West Right of Way line of said San Juan Road for an exterior corner of this tract of land;
- 6) **THENCE**, South 08 degrees 31 minutes 55 seconds West, with the existing West Right of Way line of said San Juan Road, a distance of 109.49 feet to a No. 5 rebar with aluminum disk set at the South line of said Lot 98, Block 31 for the Southeast corner of this tract of land;
- 7) **THENCE**, South 82 degrees 24 minutes 23 seconds West, with the South line of said Lot 98, Block 31, a distance of 21.39 feet to a No. 5 rebar with aluminum disk set for an exterior corner of this tract of land;
- 8) **THENCE**, in a Northwesterly direction with the Proposed South Right of Way line of said S. H. 365 with a curve to the left having a Delta angle of 41 degrees 56 minutes 28 seconds, a Radius of 173.37 feet, a Tangent of 66.45 feet, an Arc length of 126.91, a Chord length of 124.09 feet, and a Chord bearing North 28 degrees 13 minutes 07 seconds West to a No. 5 rebar with aluminum disk set for an interior corner of this tract of land;
- 9) **THENCE**, North 50 degrees 15 minutes 35 seconds West, with the Proposed South Right of Way line of said S.H. 365 (BSIF Connector), a distance of 134.83 feet to a No. 5 rebar with aluminum disk set for an interior corner of this tract of land;
- 10) **THENCE**, South 86 degrees 17 minutes 01 seconds West, with the Proposed South Right of Way Clip of said S.H. 365 (BSIF Connector), a distance of 36.35 feet to a No. 5 rebar with aluminum disk set for an interior corner of this tract of land;
- 11) **THENCE**, in a Southwesterly direction with the Proposed South Right of Way line of said S. H. 365 with a curve to the right having a Delta angle of 30 degrees 43 minutes 20 seconds, a Radius of 987.51 feet, a Tangent of 271.28 feet, an Arc length of 529.51 feet, a Chord length of 523.19 feet, and a Chord bearing South 58 degrees 56 minutes 54 seconds West to a No. 5 rebar with aluminum disk set at the common line of said Lot 98 and Lot 97, Block 31 for an interior corner of this tract of land;
- 12) **THENCE**, South 08 degrees 31 minutes 26 seconds West, with the common line of said Lot 98 and Lot 97, Block 31, a distance of 9.86 feet to a No. 5 rebar with aluminum disk set at the common corner of said Lot 98, and Lot 97, Block 31 for an exterior corner of this tract of land;
- 13) **THENCE**, South 82 degrees 24 minutes 28 seconds West, with the South line of said Lot 97, Block 31, a distance of 676.62 to a No. 5 rebar with aluminum disk set at the existing East Right of Way line of a said 40.00 foot County Road (Not Open) for the Southwest corner of this tract of land;

- 14) **THENCE**, North 08 degrees 31 minutes 26 seconds East, with the East Right of Way line of said 40.00 foot County Road (Not Open), a distance of 72.86 feet to a No. 5 rebar with aluminum disk set for an exterior corner of this tract of land;
- 15) **THENCE**, North 82 degrees 24 minutes 18 seconds East, with the Proposed North Right of Way line of said S.H. 365 (BSIF Connector), a distance of 533.15 feet to a No. 5 rebar with aluminum disk set for an interior corner of this tract of land;
- 16) **THENCE**, in a Northeasterly direction with the Proposed West Right of Way line of said S.H. 365 (BSIF Connector) with a curve to the left having a Delta angle of 72 degrees 46 minutes 24 seconds, a Radius of 902.65 feet, a Tangent of 665.17 feet, an Arc length of 1146.49 feet, a Chord length of 1070.96 feet, and a Chord bearing North 43 degrees 55 minutes 05 seconds East to a No. 5 rebar with aluminum disk set for an interior corner of this tract of land;
- 17) **THENCE**, North 08 degrees 35 minutes 28 seconds East, continuing with the Proposed West Right of Way line of said S.H. 365 (BSIF Connector) a distance of 132.56 feet to a No. 5 rebar with aluminum disk set for an interior corner of this tract of land;
- 18) **THENCE**, South 81 degrees 22 minutes 10 seconds East, a distance of 100.00 feet to a the **POINT OF BEGINNING** and containing 173,970.15 square feet of land, more or less.

I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby state that the above metes and bounds are true and are the result of an actual survey performed on the ground under my direction.




Pablo Soto, Jr. - R.P.L.S. No. 4541

Date: 04/17/14

Revised: 7/28/14

Electronically Filed Document

**Hidalgo County
Arturo Guajardo Jr.
County Clerk**

Document Number: 2015-2583483

Recorded As : RECORDING ELECTRONIC

Recorded On: February 04, 2015

Recorded At: 09:28:12 am

Number of Pages: 7

Recording Fee: \$46.00

Parties:

Direct-

Indirect- NOT REQUIRED

Receipt Number: 1497382

Processed By: Tania Rivera

******* THIS PAGE IS PART OF THE INSTRUMENT *******

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.



**STATE OF TEXAS
COUNTY OF HIDALGO**

I hereby certify that this instrument was FILED in the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Arturo Guajardo Jr.
County Clerk
Hidalgo County, TX

STG/ *AN* GF# 3152749

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

DEED

ROW CSJ: 0220-01-023

Parcel No.: 19

Grantor(s), whether one or more:

KVS Family Limited Partnership

Grantor's Mailing Address (including county):

P. O. Box 5790
McAllen, Tx 78502

Grantee:

Hidalgo County Regional Mobility Authority

Grantee's Authority:

The Hidalgo County Regional Mobility Authority (HCRMA) is authorized under the Texas Transportation Code to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project.

The Hidalgo County Regional Mobility Authority (HCRMA) is also authorized under the Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects.

Grantee's Mailing Address (including county):

Hidalgo County Regional Mobility Authority
P. O. Box 1766
Pharr, Tx 78577
County of Hidalgo

Consideration:

The sum of One Hundred Ten Thousand and no/100 Dollars (**\$110,000.00**) "(The consideration recited herein represents a settlement and compromise by all parties as to the value of the property herein conveyed in order to avoid formal eminent domain proceedings and the added expenses of litigation.)" to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied.

Property:

All of that certain tract or parcel of land in Hidalgo County, Texas, being more particularly described in the attached Exhibit "A" (the "**Property**").

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.
2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.
3. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Hidalgo County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas, sulfur in and under the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder.

Grantor is retaining title to the following improvements ("**Retained Improvements**") located on the Property, to wit: **None**

Grantor covenants and agrees to remove the Retained Improvements from the Property by N/A day of N/A, 20N/A, subject to such extensions of time as may be granted by Grantee in writing. In the event Grantor fails, for any reason, to remove the Retained Improvements within the time prescribed, then, without further consideration, title to all or part of such Retained Improvements not so removed shall pass to and vest in Grantee, its successors and assigns, forever.

Access on and off Grantor's remaining property to and from the State highway facility shall be permitted except to the extent that such access is expressly prohibited by the provisions set out in Exhibit "A". Grantor acknowledges that such access on and off the State highway facility is subject to regulation as may be determined by the Texas Department of Transportation to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting or permitting requirements.

GRANTOR, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, successors and assigns to Warrant and Forever Defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to the claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

EXECUTED on the date(s) of acknowledgement indicated below.

GRANTOR:

KVS Family Limited Partnership

**By: KVS Land Co., Inc, a Texas corporation,
its sole general partner**

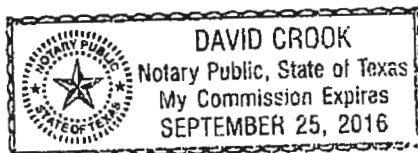
KVS - Chowdary

By: K. V. Chowdary, President

Acknowledgment

State of Texas
County of Hidalgo

This instrument was acknowledged before me on January 23, 2015, by K. V. Chowdary, President of KVS Land Co., Inc., a Texas corporation, general partner of KVS Family Limited Partnership, a Texas limited partnership, on behalf of said corporation and limited partnership.



David Crook
Notary Public, State of Texas

After recording please return this instrument to:

Mr. Jaime Cruz or Jaime Salinas
Hidalgo County Pct. 2
300 W. Hall Acres Rd., Ste. G
Pharr, Tx 78577

CERTIFICATE OF RECORDING

THE STATE OF TEXAS, §
COUNTY OF HIDALGO §

SH 365 PROJECT – PAR. 19

County: Hidalgo

Date: April 15, 2014

Road: SH365 (SEGMENT 3) BSIF CONNECTOR

Project Limits: From U.S. 281 (Military Road) and South along San Juan Road and along H.C.I.D. No. 2 Canal R.O.W. to East side of South Veterans Blvd. (South I Road)

R.O.W. CSJ: 0220-01-023

FIELD NOTES FOR PARCEL 19

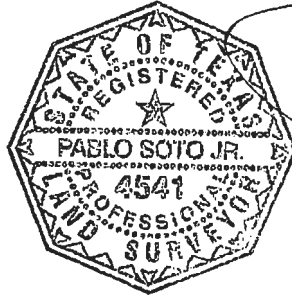
A 50,789.22 square feet of land out of a 572,022.34 square feet tract of land out of Lot 96 Block 32, Re-Subdivision of San Juan Plantation Subdivision, Hidalgo County, Texas as per map recorded in Volume 3, Page 52, Map Records of Hidalgo County, Texas. Said 572,022.34 square feet tract of land is vested to KVS Family Limited Partnership, a Texas limited partnership from F. E. & J. A. Knapp Limited Partnership, a Texas limited partnership by virtue of a Warranty Deed with Vendor's Lien dated January 22, 2002 and recorded in Document No. 1048589, Official Records of Hidalgo County, Texas. Said 50,789.22 square feet of land being more particularly described by metes and bounds as follows;

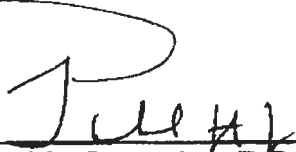
Commencing at a No. 4 rebar set (with a plastic cap stamped RGEC) at the Northeast corner of Lot 96, Block 32, Re-Subdivision of San Juan Plantation Subdivision; **Thence**, South 08 degrees 31 minutes 26 seconds West, with the East line of Lot 96, Block 32, Re-Subdivision of San Juan Plantation Subdivision, a distance of 626.65 feet to a No. 4 rebar set (with a plastic cap stamped RGEC); **Thence**, North 81 degrees 28 minutes 34 seconds West, a distance of 20.00 feet to a No. 5 rebar with aluminum disk set at the existing West Right of Way line of a 40.00 foot County Road (Not Open) for the Northeast corner of this tract of land and the **POINT OF BEGINNING**;

- 1) **THENCE**, South 08 degrees 31 minutes 26 seconds West, with the existing West Right of Way line of said 40.00 foot County Road (Not Open), a distance of 72.86 feet to a No. 5 rebar with aluminum disk set at the existing North Canal Right of Way line of the Hidalgo County Irrigation District No. 2 and the South line of said Lot 96, Block 32 for the Southeast corner of this tract of land;
- 2) **THENCE**, South 82 degrees 24 minutes 17 seconds West, with the existing North Canal Right of Way line of said Hidalgo County Irrigation District No. 2 and the South line of said Lot 96, Block 32, a distance of 725.55 feet to a No. 5 rebar with aluminum disk set at the Southwest corner of said Lot 96, Block 32 and the East Canal Right of Way line of said Hidalgo County Irrigation District No. 2 for the Southwest corner of this tract of land;
- 3) **THENCE**, North 08 degrees 31 minutes 26 seconds East, with the West line of said Lot 96, Block 32 and the East Canal Right of Way line of said Hidalgo County Irrigation District No. 2, a distance of 72.87 feet to a No. 5 rebar set with aluminum disk set at the Proposed North Right of Way line of SH 365 for the Northwest corner of this tract of land;

- 4) **THENCE**, North 82 degrees 24 minutes 18 seconds East, with the Proposed North Right of Way line of said SH 365, a distance of 725.55 feet to the **POINT OF BEGINNING** and containing 50,789.22 square feet of land, more or less.

I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby state that the above metes and bounds are true and are the result of an actual survey performed on the ground under my direction.




Pablo Soto, Jr. - R.P.L.S. No. 4541

Date: 4/17/14

Revised: 7/28/14

H.C.I.D. No. 2 CANAL R.O.W.

OWNER:
HIDALGO COUNTY IRRIGATION
DISTRICT No. 2
WARRANTY DEED
VOL. 19, PG. 49,
D.R.H.C.

RE-SUBDIVISION OF SAN JUAN PLANTATION SUBDIVISION

VOL. 3, PG. 52, M.R.H.C.
LOT 96-BLK. 32

P.O.B. PARCEL 19
STA. 1320+91.99
27.04 FT R
N:16558031.83
E:1089209.12

OWNER:
KVS FAMILY LIMITED PARTNERSHIP,
A TEXAS LIMITED PARTNERSHIP,
WARRANTY DEED WITH VENDOR'S LIEN
DOC. No. 1048589,
O.R.H.C.

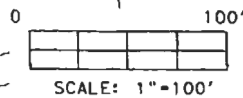
LINE DATA		
LINE No.	BEARING	LENGTH
L22	S 08° 31' 26" W	72.86'
L23	N 08° 31' 26" E	72.87'

19

40.00' COUNTY ROAD
ROW (NOT OPEN)

20.00'

BASIS OF
BEARING



N 82° 24' 18" E
1327+00

S 82° 24' 17" W
1328+00

SH 365 (SEGMENT 3)

PGL (SH365)

HIDALGO COUNTY IRRIGATION DISTRICT No. 2 CANAL RIGHT OF WAY
EXISTING LEVEL

REVISION	
DATE	COMMENT
7/28/2014	MADE CHANGE TO PARCEL NUMBER
9/16/2014	REMOVED ACCESS CONTROL LINE

NOTES:

- ALL BEARING AND DISTANCES ARE BASED ON THE TEXAS SOUTH COORDINATE SYSTEM (NAD 83), TEXAS SOUTH ZONE.
- ALL DISTANCES AND COORDINATE SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED FACTOR OF 0.999960

LEGEND

---	LOT AND PROPERTY LINES	⊙	WATER VALVES AND METERS
---	EXIST. ROW LINES	⊙	SIGNS AND STOP SIGNS
---	PARCEL BOUNDARY LINES	●	IRRIGATION STAND PIPE
---	EXIST. EASEMENTS INSIDE PARCEL	⊙	IRRIGATION VALVE
---	EXIST. EASEMENT OUTSIDE PARCEL	⊙	SANITARY SEWER MANHOLE
---	COMMON OWNERSHIP LINES	⊙	CONC. STRUCTURES
---	FENCE LINES	⊙	MONUMENTS
---	EXIST. SWALE LINES	IRS	SET No. 4 REBAR
---	EDGE OF PAVEMENT LINES	IRS1	SET No. 4 REBAR W/ CAP (RGEC)
---	EDGE OF CALICHE ROAD	IRS2	SET No. 5 REBAR W/ ALUM DISK
---	EDGE OF DIRT ROAD	CPS	SET COTTON PICKER SPINDLE
---	SANITARY SEWER LINES	P.O.B.	POINT OF BEGINNING
---	FIBER OPTIC LINES	P.O.C.	POINT OF COMMENCEMENT
---	OVER HEAD POWER LINES	⊙	POWER POLES & GUY WIRE
---	CULVERTS & DRAINAGE LINES	19	PARCEL NUMBER
---	WATER LINES		

H.C.I.D. No. 2 CANAL ROW

LOT 96-BLK. 32
13.13 ACRES

OWNER:
KVS FAMILY LIMITED PARTNERSHIP,
A TEXAS LIMITED PARTNERSHIP,
WARRANTY DEED WITH VENDOR'S LIEN
DOC. No. 1048589,
O.R.H.C.

19

H.C.I.D. No. 2 CANAL ROW
INSET

P.O.C. PARCEL 19
STA. 1318+97.06 - 622.93 FT R
N:16558648.59 E:1089321.78
N.E. CORNER OF LOT 96, BLOCK 32
RE-SUBDIVISION OF SAN JUAN
PLANTATION SUBDIVISION
VOL. 03, PAGE 52, M.R.H.C.

40.0' COUNTY
RD. (NOT OPEN)
S 08° 31' 26" W
626.65'
N 81° 28' 34" W
20.00'

P.O.B. PARCEL 19
STA. 1320+91.99
27.04 FT R
N:16558031.83
E:1089209.12



PABLO SOTO, JR. - R.P.L.S.
No. 4541

Date: 4/17/14 REV.: 9/16/14

ROW ACQUISITION:
50,789.22 SQ. FT.

R. Gutierrez
Engineering
Corporation



PLAT OF SURVEY: PARCEL 19

Dist. Name: PHARR County: HIDALGO

RCSJ No:0220-01-023 DATE:03/10/2014

Project: SH365-SEG. 3 Sht. No: 3 of 3
Name: U.S. 281

**** **Electronically Filed Document** ****

**Hidalgo County
Arturo Guajardo Jr.
County Clerk**

**Document Number: 2015-2599927
Recorded As : RECORDING ELECTRONIC**

**Recorded On: April 06, 2015
Recorded At: 09:23:01 am
Number of Pages: 7**

Recording Fee: \$46.00

Parties:

**Direct-
Indirect- NOT REQUIRED**

**Receipt Number: 1511401
Processed By: Ismael Hidalgo**

******* THIS PAGE IS PART OF THE INSTRUMENT *******

**Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.**



**STATE OF TEXAS
COUNTY OF HIDALGO**

**I hereby certify that this instrument was FILED in the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas**

**Arturo Guajardo Jr.
County Clerk
Hidalgo County, TX**

STG/ 3152750

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

DEED

ROW CSJ: 0220-01-023

Parcel No.: 20

Grantor(s), whether one or more:

Hidalgo County Irrigation District No. 2

Grantor's Mailing Address (including county):

P. O. Box 6
San Juan, Tx 78589

Grantee:

Hidalgo County Regional Mobility Authority

Grantee's Authority:

The Hidalgo County Regional Mobility Authority (HCRMA) is authorized under the Texas Transportation Code to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project.

The Hidalgo County Regional Mobility Authority (HCRMA) is also authorized under the Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects.

Grantee's Mailing Address (including county):

Hidalgo County Regional Mobility Authority
P. O. Box 1766
Pharr, Tx 78577
County of Hidalgo

Consideration:

The sum of Thirteen Thousand Six Hundred Sixty and no/100 Dollars (**\$13,660.00**) "(The consideration recited herein represents a settlement and compromise by all parties as to the value of the property herein conveyed in order to avoid formal eminent domain proceedings and the added expenses of litigation.)" to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied.

Property:

All of that certain tract or parcel of land in Hidalgo County, Texas, being more particularly described in the attached Exhibit "A" (the "**Property**").

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.
2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.
3. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Hidalgo County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor especially reserves all Oil, Gas and other Minerals not previously reserved by Grantor in and under and that may be produced from the above described property but waives the right of ingress and egress the surface for the purpose of mining, drilling, exploring, operating and developing the Property for oil, gas and other minerals and removing the same there from.

Oil, Gas and Mineral Leases of record in which the Grantor is lessor, if any.

Grantor further reserves an easement for the purpose of the installation, maintenance, and operation of water pipeline or for other facilities or approved uses by Grantor on, over, and across the Property as described in the attached Exhibit "A".

Grantor is retaining title to the following improvements ("**Retained Improvements**") located on the Property, to wit: None

Grantor covenants and agrees to remove the Retained Improvements from the Property by N/A day of N/A, 20N/A, subject to such extensions of time as may be granted by Grantee in writing. In the event Grantor fails, for any reason, to remove the Retained Improvements within the time prescribed, then, without further consideration, title to all or part of such Retained Improvements not so removed shall pass to and vest in Grantee, its successors and assigns, forever.

Access on and off Grantor's remaining property to and from the State highway facility shall be permitted except to the extent that such access is expressly prohibited by the provisions set out in Exhibit "A". Grantor acknowledges that such access on and off the State highway facility is subject to regulation as may be determined by the Texas Department of Transportation to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting or permitting requirements.

GRANTOR, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, successors and assigns to Warrant and Forever Defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to the claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

EXECUTED on the date(s) of acknowledgement indicated below.

GRANTOR:

Hidalgo County Irrigation District No. 2

Karl Obst
By: Karl Obst

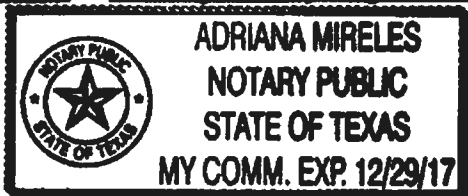
President
Title

Corporate Acknowledgment

State of Texas
County of Hidalgo

This instrument was acknowledged before me on January 8, 2015 by Karl Obst

President, of Hidalgo County Irrigation District No. 2, a Political entity, on behalf of said entity.



[Signature]
Notary Public's Signature

After recording please return this instrument to:
Mr. Jaime Cruz or Jaime Salinas
Hidalgo County Pct. 2
300 W. Hall Acres Rd., Ste. G
Pharr, Tx 78577

CERTIFICATE OF RECORDING

THE STATE OF TEXAS, §
COUNTY OF HIDALGO §

SH 365 PROJECT – PAR. 20

County: Hidalgo

Date: April 15, 2014

Road: SH365 (SEGMENT 3) BSIF CONNECTOR

Project Limits: From U.S. 281 (Military Road) and South along San Juan Road and along H.C.I.D. No. 2 Canal R.O.W. to East side of South Veterans Blvd. (South I Road)

R.O.W. CSJ: 0220-01-023

FIELD NOTES FOR PARCEL 20

A 7,286.82 square feet of land out of a 165,616.33 square feet tract of land out of the Hidalgo County Irrigation District No. 2 Canal Right of Way, Block 32, Re-Subdivision of San Juan Plantation Subdivision, Hidalgo County, Texas as per map recorded in Volume 3, Page 52, Map Records of Hidalgo County, Texas. Said 165,616.33 square feet tract of land is vested to the Hidalgo County Irrigation District No. 2 by virtue of a Warranty Deed dated April 5, 1911, recorded in Volume 19, Page 49, Deed Records of Hidalgo County, Texas. Said 7,286.82 square feet of land being more particularly described by metes and bounds as follows;

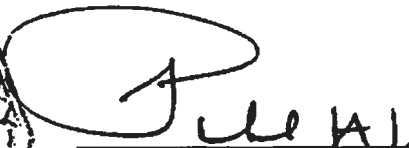
Commencing at a No. 4 rebar set (with a plastic cap stamped RGEC) at the Northwest corner of Lot 96, Block 32, Re-Subdivision of San Juan Plantation Subdivision; **Thence**, South 08 degrees 31 minutes 26 seconds West, with the existing East Canal Right of Way line of the Hidalgo County Irrigation District No. 2 and the West line of Lot 96, Block 32 Re-Subdivision of San Juan Plantation Subdivision, a distance of 828.92 feet to a No. 5 rebar with aluminum disk set at the Proposed North Right of Way line of SH 365 for the Northeast corner of this tract of land and the **POINT OF BEGINNING**;

- 1) **THENCE**, continuing South 08 degrees 31 minutes 26 seconds West, with the existing East Canal Right of Way line of said Hidalgo County Irrigation District No. 2 and the West line of said Lot 96, Block 32, a distance of 72.87 feet to a No. 5 rebar with aluminum disk set at the North Canal Right of Way of said Hidalgo County Irrigation District No. 2 and the Southwest corner of said Lot 96, Block 32 for the Southeast corner of this tract of land;
- 2) **THENCE**, South 82 degrees 24 minutes 21 seconds West, with the North Canal Right of Way line of said Hidalgo County Irrigation District No. 2, a distance of 104.10 feet to a No. 5 rebar with aluminum disk set at the West Canal Right of Way line of said Hidalgo County Irrigation District No. 2 and the East line of Lot 9, Resubdivision of Closner Subdivision for the Southwest corner of this tract of land;
- 3) **THENCE**, North 08 degrees 31 minutes 26 seconds East, with the West Canal Right of Way line of said Hidalgo County Irrigation District No. 2 and the East line of said Lot 9, a distance of 72.86 feet to a No. 5 rebar with aluminum disk set at the Proposed North Right of line of said SH 365 for the Northwest corner of this tract of land;

- 4) **THENCE**, North 82 degrees 24 minutes 18 seconds East, with the Proposed North Right of Way line of said SH 365 a distance of 104.10 feet to the **POINT OF BEGINNING** and containing 7,286.82 square feet of land, more or less.

I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby state that the above metes and bounds are true and are the result of an actual survey performed on the ground under my direction.




Pablo Soto, Jr. - R.P.L.S. No. 4541

Date: 4/17/14

Revised: 7/28/14

OWNER:
HIDALGO COUNTY
IRRIGATION
DISTRICT NO. 2
WARRANTY DEED
VOL. 19, PG. 49,
D.R.H.C.

RE-SUBDIVISION OF SAN JUAN PLANTATION SUBDIVISION

VOL. 3, PG. 52, M.R.H.C.

BLOCK 32

LOT 96

LOT 8

RESUBDIVISION
OF CLOSER
SUBD.

VOL. 1, PG. 56A,
M.R.H.C.

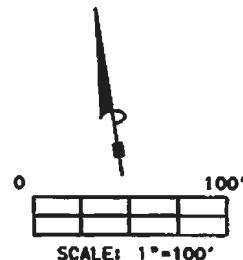
LOT 9

H.C.I.D. No. 2
CANAL R.O.W.

BASIS OF
BEARING

OWNER:
KVS FAMILY LIMITED PARTNERSHIP,
A TEXAS LIMITED PARTNERSHIP,
WARRANTY DEED WITH VENDOR'S LIEN
DOC. No. 1048589,
O.R.H.C.

P.O.B. PARCEL 20
STA. 1328+17.54
29.15' FT R
N: 16557935.93
E: 1088489.93



LINE DATA

LINE No.	BEARING	LENGTH
L23	S 08° 31' 26" W	72.87'
L24	N 08° 31' 26" E	72.86'

REVISION

DATE	COMMENT
7/28/2014	MADE CHANGE TO PARCEL NUMBER
9/16/2014	REMOVED ACCESS CONTROL LINE

NOTES:

1. ALL BEARING AND DISTANCES ARE BASED ON THE TEXAS SOUTH COORDINATE SYSTEM (NAD 83), TEXAS SOUTH ZONE.
2. ALL DISTANCES AND COORDINATE SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED FACTOR OF 0.999960

LEGEND

---	LOT AND PROPERTY LINES	○	WATER VALVES AND METERS
---	EXIST. ROW LINES	⊙	SIGNS AND STOP SIGNS
---	PARCEL BOUNDARY LINES	●	IRRIGATION STAND PIPE
---	EXIST. EASEMENTS INSIDE PARCEL	○	IRRIGATION VALVE
---	EXIST. EASEMENT OUTSIDE PARCEL	○	SANITARY SEWER MANHOLE
---	COMMON OWNERSHIP LINES	○	CONC. STRUCTURES
---	FENCE LINES	○	MONUMENTS
---	EXIST. SWALE LINES	IRS	SET NO. 4 REBAR
---	EDGE OF PAVEMENT LINES	IRS1	SET NO. 4 REBAR W/ CAP (RIGEC)
---	EDGE OF CALICHE ROAD	IRS2	SET NO. 5 REBAR W/ ALUM DISK
---	EDGE OF DIRT ROAD	CPS	SET COTTON PICKER SPINDLE
---	SANITARY SEWER LINES	P.O.B.	POINT OF BEGINNING
---	FIBER OPTIC LINES	P.O.C.	POINT OF COMMENCEMENT
---	OVER HEAD POWER LINES	○	POWER POLES & GUY WIRE
---	CULVERTS & DRAINAGE LINES	20	PARCEL NUMBER
---	WATER LINES		

U.S. 281 (MILITARY RD.)

IRS1

P.O.C. PARCEL 20
STA. 1325+85.08
824.81 FT R
N: 16558755.70
E: 1088612.80
N.W. CORNER OF
LOT 96, BLOCK 32
RE-SUBDIVISION OF
SAN JUAN PLANTATION
SUBDIVISION
VOL. 03, PAGE 52,
M.R.H.C.

LOT 96
BLK. 32

OWNER:
HIDALGO COUNTY
IRRIGATION
DISTRICT NO. 2
WARRANTY DEED
VOL. 19, PG.
49,
D.R.H.C.

P.O.B. PARCEL 20
STA. 1328+17.54
29.15' FT R
N: 16557935.93
E: 1088489.93

INSET

ROW ACQUISITION:
7,286.82 SQ. FT.

R. Gutierrez
Engineering
Corporation



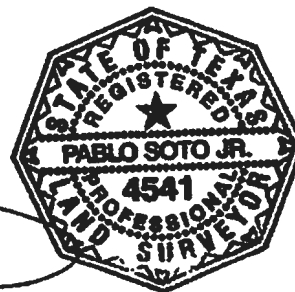
HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

PLAT OF SURVEY: PARCEL 20

Dist. Name: PHARR County: HIDALGO

RCSJ No: 0220-01-023 DATE: 03/10/2014

Project: SH365-SEG. 3 Sht. No: 3 of 3
Name: U.S. 281



PABLO SOTO, JR. - R.P.L.S.
No. 4541

Date: 4/17/14
4/28/14 REV.: 9/16/14

**** Electronically Filed Document ****

**Hidalgo County
Arturo Guajardo Jr.
County Clerk**

**Document Number: 2015-2599936
Recorded As : RECORDING ELECTRONIC**

**Recorded On: April 06, 2015
Recorded At: 09:25:30 am
Number of Pages: 8**

Recording Fee: \$50.00

Parties:

**Direct-
Indirect- NOT REQUIRED**

**Receipt Number: 1511408
Processed By: Elisa Castillo**

******* THIS PAGE IS PART OF THE INSTRUMENT *******

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.



**STATE OF TEXAS
COUNTY OF HIDALGO**

I hereby certify that this instrument was FILED in the File Number sequence on the date/time
printed herein, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Arturo Guajardo Jr.
County Clerk
Hidalgo County, TX

SIERRA TITLE
STG/ MA GF# 3/52751

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

SPECIAL WARRANTY DEED

ROW CSJ: 0220-01-023

Parcel No.: 21

Grantor(s), whether one or more:

9GS3GD, LP

Grantor's Mailing Address (including county):

2011 West Doffing Canal Road
Pharr, Tx 78577

Grantee:

Hidalgo County Regional Mobility Authority

Grantee's Authority:

The Hidalgo County Regional Mobility Authority (HCRMA) is authorized under the Texas Transportation Code to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project.

The Hidalgo County Regional Mobility Authority (HCRMA) is also authorized under the Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects.

Grantee's Mailing Address (including county):

Hidalgo County Regional Mobility Authority
P. O. Box 1766
Pharr, Tx 78577
County of Hidalgo

Consideration:

The sum of One and no/100 Dollars (**\$1.00**) “(The consideration recited herein represents a settlement and compromise by all parties as to the value of the property herein conveyed in order to avoid formal eminent domain proceedings and the added expenses of litigation.)” and other good and valuable consideration. to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied

Property:

All of that certain tract or parcel of land in Hidalgo County, Texas, being more particularly described in the attached Exhibit “A” (the “**Property**”).

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.
2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.
3. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Hidalgo County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.
4. Any right or claim of right by the U.S. Government or its agencies.
5. Any right or claim of right by Hidalgo County Irrigation District No. 2.

Grantor reserves all of the oil, gas, sulfur in and under the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder.

Grantor is retaining title to the following improvements (“**Retained Improvements**”) located on the Property, to wit: **None**

Access on and off Grantor’s remaining property to and from the State highway facility shall be permitted except to the extent that such access is expressly prohibited by the provisions set out in Exhibit “A”. Grantor acknowledges that such access on and off the State highway facility is subject to regulation as may be determined by the Texas Department of Transportation Access Management Manual to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting or permitting requirements.

GRANTOR, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, successors and assigns to Warrant and Forever Defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to the claim the same or any part thereof, by, through, or under Grantor, but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

EXECUTED on the date(s) of acknowledgement indicated below.

GRANTOR:

9GS3GD, LP

By: 3S1D Corporation, its General Partner

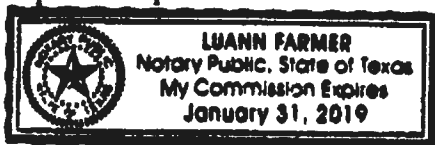
Don P Dyer

By: Don P. Dyer aka Phil Dyer, President

State of Texas

County of Hidalgo

This instrument was acknowledged before me on February 3 2015
by Don P. Dyer aka Phil Dyer, President of 3S1D Corporation, a Texas corporation, General Partner of 9GS3GD, LP, a Texas limited partnership, on behalf of said partnership.



Luann Farmer

Notary Public's Signature

After recording please return this instrument to:

**Mr. Jaime Cruz or Jaime Salinas
Hidalgo County Pct. 2
300 W. Hall Acres Rd., Ste. G
Pharr, Tx 78577**

CERTIFICATE OF RECORDING

THE STATE OF TEXAS, §

COUNTY OF HIDALGO §

SH 365 PROJECT – PAR. 21

County: Hidalgo

Date: April 15, 2014

Road: SH365 (SEGMENT 3) BSIF CONNECTOR

Project Limits: From U.S. 281 (Military Road) and South along San Juan Road and along H.C.I.D. No. 2 Canal R.O.W. to East side of South Veterans Blvd. (South I Road)

R.O.W. CSJ: 0220-01-023

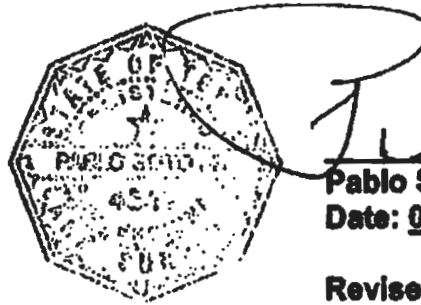
FIELD NOTES FOR PARCEL 21

A 47,750.24 square feet of land out of a 200,820.92 square feet tract of land out of Lot 9, Resubdivision of Closner Subdivision, Hidalgo County, Texas as per map recorded in Volume 1, Page 56a, Map Records of Hidalgo County, Texas. Said 200,820.92 square feet tract of land is vested to the 9GS3DG, L.P., a Limited Partnership from Celia Virgen Avendano de Collado, Domingo Collado Virgen, Maria Eugenia Collado Virgen, Nadia Elena Collado Virgen, Virginia Collado de Llanos, Virginia Llanos de Nachon, Maria Teresa Llanos de Tort, and Rocio Isabel Llanos Collado by virtue of a Warranty Deed with Vendor's Lien dated September 28, 2004 (effective October 20, 2004) recorded in Document No. 1398810, Official Records of Hidalgo County, Texas. Said 47,750.24 square feet of land being more particularly described by metes and bounds as follows;

Commencing at a No. 4 rebar set (with a plastic cap stamped RGEC) at the Northeast corner of Lot 9, Resubdivision of Closner Subdivision; **Thence**, South 08 degrees 31 minutes 26 seconds West, with East line of Lot 9, Resubdivision of Closner Subdivision, a distance of 88.56 feet to No. 5 rebar with aluminum disk set at the Proposed North Right of Way line of S.H. 365 for the Northeast corner of this tract of land;

- 1) **THENCE**, continuing South 08 degrees 31 minutes 26 seconds West, with the East line of said Lot 9, a distance of 62.52 feet to a No. 5 rebar with aluminum disk set at the North Canal Right of Way line of the Hidalgo County Irrigation District No. 2 and the Southeast corner of said Lot 9 for the Southeast corner of this tract of land;
- 2) **THENCE**, South 82 degrees 12 minutes 13 seconds West, with the South line of said Lot 9 and the North Canal Right of Way line of said Hidalgo County Irrigation District No. 2, a distance of 795.88 feet to a No. 5 rebar with aluminum disk set at the existing East Right of Way line of South Veterans Blvd. (South I Road) for the Southwest corner of this tract of land;
- 3) **THENCE**, North 08 degrees 36 minutes 15 seconds East, with the existing East Right of Way line of said South Veterans Blvd. (South I Road), a distance of 62.54 feet to a No. 5 rebar with aluminum disk set at the Proposed North Right of Way line of said S.H. 365 for the Northwest corner of this tract of land;
- 4) **THENCE**, North 82 degrees 12 seconds 13 seconds East, with the Proposed North Right of Way line of said S.H. 365 a distance of 795.75 feet to the **POINT OF Beginning** and containing 47,750.24 square feet of land, more or less.

I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby state that the above metes and bounds are true and are the result of an actual survey performed on the ground under my direction.



Pablo Soto, Jr. - R.P.L.S. No. 4541

Date: 04/17/14, 7/24/14, 7/28/14

Revised: 10/14/14

RESUBDIVISION OF CLOSER SUBDIVISION

VOL. 1, PG. 56A, M.R.H.C.

LOT 9

OWNER:
9GS3DG, L.P. A
LIMITED PARTNERSHIP
WARRANTY DEED WITH
VENDOR'S LIEN
DOC. No. 1398810,
O.R.H.C.

RE-SUBDIVISION OF
SAN JUAN
PLANTATION SUBD.
VOL. 3, PG. 52,
M.R.H.C. 28+0'

H.C.I.D. No. 2
CANAL ROW

P.O.B. PARCEL 21
STA. 1329+29.13
3.80' FT R
N: 16557895.74
E: 1088382.79

S. VETERANS BLVD.
(SOUTH I ROAD)

END S.H. 365
SEGMENT 3 (BSIF
CONNECTOR
STA. 1337+98.56

N 82°12'13" E
1336+00

SH 365 (SEGMENT 3)

HIDALGO COUNTY IRRIGATION DISTRICT
No. 2 CANAL RIGHT OF WAY
EXISTING CONC. LINED CANAL
EXISTING LEVEE

BASIS OF BEARING

P.O.C. PARCEL 21
STA. 1329+04.30 - 88.80 FT R
N: 16557983.32 E: 1088395.91
N.E. CORNER OF LOT 9,
RESUBDIVISION OF CLOSER
SUBDIVISION
VOL. 1, PG. 56A, M.R.H.C.

LINE DATA

LINE NO.	BEARING	LENGTH
L25	S 08°31'26" W	62.52'

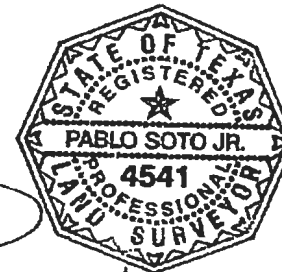
REVISION

DATE	COMMENT
7/23/2014	CHANGED WIDTH OF ROW FROM 85.0' TO 60.0'
7/28/2014	MADE CHANGE TO PARCEL NUMBER
9/16/2014	REMOVED ACCESS CONTROL LINE

LEGEND

- LOT AND PROPERTY LINES
- EXIST. ROW LINES
- PARCEL BOUNDARY LINES
- EXIST. EASEMENTS INSIDE PARCEL
- EXIST. EASEMENT OUTSIDE PARCEL
- COMMON OWNERSHIP LINES
- FENCE LINES
- EXIST. SWALE LINES
- EDGE OF PAVEMENT LINES
- EDGE OF CALICHE ROAD
- EDGE OF DIRT ROAD
- SANITARY SEWER LINES
- FIBER OPTIC LINES
- OVER HEAD POWER LINES
- CULVERTS & DRAINAGE LINES
- WATER LINES

- WATER VALVES AND METERS
- SIGNS AND STOP SIGNS
- IRRIGATION STAND PIPE
- IRRIGATION VALVE
- SANITARY SEWER MANHOLE
- CONC. STRUCTURES
- MONUMENTS
- IRS SET No. 4 REBAR
- IRS1 SET No. 4 REBAR W/ CAP (RGEC)
- IRS2 SET No. 5 REBAR W/ ALUM DISK
- GPS SET COTTON PICKER SPINDLE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- POWER POLES & GUY WIRE
- PARCEL NUMBER



PABLO SOTO, JR. - R.P.L.S.
No. 4541 04/17/14
07/24/14

Date: 07/28/14 REV: 9/16/14

LOT 9
4.61 ACRES

OWNER:
9GS3DG, L.P., A LIMITED
PARTNERSHIP
WARRANTY DEED WITH
VENDOR'S LIEN
DOC. No. 1398810, O.R.H.C.

P.O.B. PARCEL 21
STA. 1329+29.13
3.80' FT R
N: 16557895.74
E: 1088382.79

H.C.I.D. No. 2 CANAL R.O.W.

INSET

ROW ACQUISITION:
47,750.24 SQ. FT.

R. Gutierrez
Engineering
Corporation



PLAT OF SURVEY: PARCEL 21

Dist. Name: PHARR County: HIDALGO

RCSJ No: 0220-01-023 DATE: 04/15/2014

Project: SH365-SEG. 3 Sht. No: 3 of 3
Name: U.S. 281



Property Description

A 6.48 ACRE TRACT SITUATED IN PORCION 71, NARCISO CABAZOS SURVEY, ABSTRACT NO. 30, HIDALGO COUNTY, TEXAS BEING A PORTION OF STATE HIGHWAY 365 SAID PORTION BEING OUT OF PARCEL 18, AND ALSO BEING A PORTION OF A 40-FOOT WIDE ROAD AS SHOWN ON THE RE-SUBDIVISION OF LOTS 1, AND 5 TO 32 INCLUSIVE OF THE SAN JUAN PLANTATION SUBDIVISION, RECORDED IN VOL. 3, PG. 52, HIDALGO COUNTY PLAT RECORDS LOCATED AT SOUTH VETERANS BOULEVARD & STATE HIGHWAY 365, IN THE CITY OF PHARR'S EXTRATERRITORIAL JURISDICTION (ETJ) IN HIDALGO COUNTY, TEXAS.

COUNTY OF HIDALGO
STATE OF TEXAS

6.487 ACRE TRACT
ROW ANNEXATION

PROJ. 0039524.00
9/9/2024

FIELD NOTE DESCRIPTION OF A 6.487 ACRE TRACT SITUATED IN PORCION 71, NARCISO CABAZOS SURVEY, ABSTRACT NO. 30, HIDALGO COUNTY, TEXAS, BEING A PORTION OF STATE HIGHWAY 365, SAID PORTION BEING OUT OF PARCEL 18, RECORDED IN DOCUMENT 2015-2583470, HIDALGO COUNTY OFFICIAL PUBLIC RECORDS, PARCEL 19, RECORDED IN 2015-2583483, SAID OFFICIAL PUBLIC RECORDS, PARCEL 20, RECORDED IN 2015-2599927, SAID OFFICIAL PUBLIC RECORDS, AND PARCEL 21, RECORDED IN 2015-2599936, SAID OFFICIAL PUBLIC RECORDS, AND ALSO BEING A PORTION OF A 40-FOOT WIDE ROAD AS SHOWN ON THE RE-SUBDIVISION OF LOTS 1, AND 5 TO 32 INCLUSIVE OF THE SAN JUAN PLANTATION SUBDIVISION, RECORDED IN VOL. 3, PG. 52, HIDALGO COUNTY PLAT RECORDS; IN ALL, SAID 6.487 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND AT THE SOUTHERN END OF THE SOUTHWEST CUTBACK AT THE INTERSECTION OF UNITED STATES HIGHWAY 281 (MILITARY ROAD), A VARIABLE-WIDTH RIGHT-OF-WAY, AND SAID STATE HIGHWAY 365, A VARIABLE-WIDTH RIGHT-OF-WAY, ALSO BEING THE WEST CORNER ON THE NORTH LINE OF SAID PARCEL 18;

THENCE, ACROSS SAID STATE HIGHWAY 365, SOUTH 81° 22' 54" EAST, 100.01 FEET, TO THE SOUTHERN END OF THE SOUTHEAST CUTBACK AT SAID INTERSECTION, ALSO BEING THE EAST CORNER ON THE NORTH LINE OF SAID PARCEL 18, FROM WHICH AN ALUMINUM DISC STAMPED "HIDALGO CO. R.O.W." FOUND, BEARS NORTH 66° EAST, 0.6 FEET;

THENCE, ALONG THE EAST RIGHT-OF-WAY OF SAID STATE HIGHWAY 365, COINCIDENT WITH THE EAST LINE OF SAID PARCEL 18, SOUTH 8° 35' 37" WEST, 132.50 FEET TO A 1/2" IRON ROD FOUND FOR THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE, ALONG SAID CURVE, HAVING A RADIUS OF 987.51 FEET, AN ARC LENGTH OF 478.81 FEET, AND A DELTA ANGLE OF 27° 46' 50" (CHORD BEARING SOUTH 22° 40' 40" WEST, 474.13 FEET) TO A 1/2" IRON ROD FOUND;

THENCE, DEPARTING SAID SOUTHEAST RIGHT-OF-WAY AND FOLLOWING THE BOUNDARY OF PARCEL 18 THE FOLLOWING EIGHT (8) COURSES:

(1) SOUTH 5° 22' 12" EAST, 36.85 FEET;

(2) SOUTH 50° 21' 45" EAST, 130.30 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

(3) ALONG SAID CURVE, HAVING A RADIUS OF 233.46 FEET, AN ARC LENGTH OF 77.60 FEET, AND A DELTA ANGLE OF 19° 02' 38" (CHORD BEARING SOUTH 44° 46' 53" EAST, 77.24 FEET) TO POINT ON THE WEST RIGHT-OF-WAY OF SAN JUAN ROAD (AN ABANDONED 40-FOOT RIGHT-OF-WAY);

- (4) ALONG SAID ABANDONED WEST RIGHT-OF-WAY LINE, SOUTH 8° 32' 04" WEST, 109.49 FEET TO A POINT ON THE NORTH LINE OF HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 CANAL RIGHT-OF-WAY;
- (5) DEPARTING SAID WEST RIGHT-OF-WAY AND ALONG SAID NORTH LINE, SOUTH 82° 24' 37" WEST, 21.39 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;
- (6) DEPARTING SAID NORTH LINE AND ALONG SAID CURVE, HAVING A RADIUS OF 173.37 FEET, AN ARC LENGTH OF 126.90 FEET, AND A DELTA ANGLE OF 41° 56' 23" (CHORD BEARING NORTH 28° 12' 58" WEST, 124.09 FEET);
- (7) NORTH 50° 15' 26" WEST, 134.83 FEET;
- (8) SOUTH 86° 17' 10" WEST, 36.35 FEET TO A 1/2" IRON ROD FOUND ON SAID SOUTHEAST RIGHT-OF-WAY AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

THENCE, ALONG SAID CURVE, HAVING A RADIUS OF 987.51 FEET, AN ARC LENGTH OF 529.51 FEET, AND A DELTA ANGLE OF 30° 43' 21" (CHORD BEARING SOUTH 58° 57' 03" WEST, 523.19 FEET) TO A 1/2" IRON ROD FOUND;

THENCE, SOUTH 8° 31' 35" WEST, 9.86 FEET, TO A 1/2" IRON ROD FOUND FOR A POINT ON SAID NORTH LINE OF HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 CANAL RIGHT-OF-WAY;

THENCE, ALONG SAID NORTH LINE, SOUTH 82° 24' 37" WEST, 676.62 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 18, BEING ON THE EAST LINE OF SAID 40-FOOT ROAD;

THENCE, DEPARTING SAID EAST LINE AND ACROSS SAID 40-FOOT ROAD, SOUTH 82° 23' 57" WEST, 41.64 FEET TO A POINT ON THE WEST LINE OF SAID 40-FOOT ROAD, BEING THE SOUTHEAST CORNER OF SAID PARCEL 19;

THENCE, ALONG THE SOUTH LINE OF SAID PARCEL 19, SOUTH 82° 24' 26" WEST, 725.55 FEET TO A 5/8" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID PARCEL 19, ALSO BEING THE SOUTHEAST CORNER OF SAID PARCEL 20;

THENCE, ALONG THE SOUTH LINE OF SAID PARCEL 20, SOUTH 82° 24' 46" WEST, 104.37 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 20, BEING A POINT ON THE EAST LINE OF SAID PARCEL 21;

THENCE, ALONG SAID EAST LINE, SOUTH 8° 36' 02" WEST, 16.43 FEET TO A TXDOT TYPE 2 MONUMENT FOUND FOR THE SOUTHEAST CORNER OF SAID PARCEL 21;

THENCE, ALONG THE SOUTH LINE OF SAID PARCEL 21, SOUTH 82° 13' 42" WEST, 793.21 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 21, BEING A POINT ON THE EAST RIGHT-OF-WAY LINE OF SOUTH VETERANS BOULEVARD, ALSO KNOWN AS SOUTH "I" ROAD;

THENCE, DEPARTING SAID NORTH LINE OF HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 CANAL RIGHT-OF-WAY, ACROSS SAID STATE HIGHWAY 365, AND ALONG THE WEST LINE OF PARCEL 21, COINCIDENT WITH THE EAST LINE OF SAID SOUTH VETERANS BOULEVARD, NORTH 8° 37' 44" EAST, 62.54 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "HALFF" FOUND FOR THE NORTHWEST CORNER OF SAID PARCEL 21;

THENCE, DEPARTING SAID EAST RIGHT-OF-WAY, AND ALONG THE NORTH LINE OF SAID PARCEL 21, COINCIDENT WITH THE NORTH LINE OF SAID STATE HIGHWAY 365, NORTH 82° 13' 42" EAST, 793.17 FEET, TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "HALFF" FOUND FOR THE NORTHEAST CORNER OF SAID PARCEL 21, BEING A POINT ON THE WEST LINE OF SAID PARCEL 20;

THENCE, ALONG THE WEST LINE OF SAID PARCEL 20, NORTH 8° 36' 02" EAST, 26.79 FEET TO A TXDOT TYPE 2 MONUMENT FOUND FOR THE NORTHWEST CORNER OF SAID PARCEL 20;

THENCE, CONTINUING ALONG SAID NORTH LINE OF STATE HIGHWAY 365, NORTH 82° 24' 27" EAST, AT 104.28 FEET PASS A 1/2" IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID PARCEL 20, AT 829.83 PASS THE WEST LINE OF SAID 40-FOOT ROAD, AT 871.46 PASS THE EAST LINE OF SAID 40-FOOT ROAD, IN ALL A TOTAL DISTANCE OF 1404.61 FEET TO A 1/2" IRON ROD FOUND AT THE BEGINNING OF A CURVE TO THE LEFT;

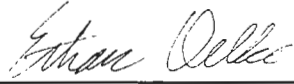
THENCE, ALONG SAID CURVE, HAVING A RADIUS OF 902.65 FEET, AN ARC LENGTH OF 1146.49 FEET, AND A DELTA ANGLE OF 72° 46' 24" (CHORD BEARING NORTH 43° 55' 14" EAST, 1070.96 FEET) TO A 1/2" IRON ROD FOUND;

THENCE, NORTH 8° 35' 37" EAST, 132.56 FEET TO THE **POINT OF BEGINNING**.

CONTAINING IN ALL, 282,562 SQUARE FEET OF LAND OR 6.487 ACRES, MORE OR LESS. BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM FOR THE SOUTH ZONE, 4205 (NAD83, 2011 ADJUSTMENT). THIS DOCUMENT WAS PREPARED UNDER 22 TAC §138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

THIS DESCRIPTION WAS PREPARED IN CONJUNCTION WITH AN EXHIBIT OF THE SAME DATE, NOTED HEREON.

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the tract described.



Ethan C. Oelke 9/9/2024
Registered Professional Land Surveyor No. 6926
Westwood Company
211 North Loop 1604 East, Suite 205,
San Antonio, TX 78232
(210) 265-8300
TX Reg. Surveying Firm LS-10074301



EXHIBIT A
SERVICE PLAN

I. ANNEXATION AREAS

The annexation areas are located on the S Veterans Road & State Highway 365 . The property is approximately 6.48 AC and is illustrated in EXHIBIT A and further described below:

OWNER: KVS Development, LLC, a Texas limited liability company

A 6.48 ACRE TRACT SITUATED IN PORCION 71, NARCISO CABAZOS SURVEY, ABSTRACT NO. 30, HIDALGO COUNTY, TEXAS BEING A PORTION OF STATE HIGHWAY 365 SAID PORTION BEING OUT OF PARCEL 18, AND ALSO BEING A PORTION OF A 40-FOOT WIDE ROAD AS SHOWN ON THE RE-SUBDIVISION OF LOTS 1, AND 5 TO 32 INCLUSIVE OF THE SAN JUAN PLANTATION SUBDIVISION, RECORDED IN VOL. 3, PG. 52, HIDALGO COUNTY PLAT RECORDS LOCATED AT SOUTH VETERANS BOULEVARD & STATE HIGHWAY 365, IN THE CITY OF PHARR'S EXTRATERRITORIAL JURISDICTION (ETJ) IN HIDALGO COUNTY, TEXAS.

II. SERVICE COMPONENTS

This plan contains two service components: A) Municipal Service Plan B) Capital Improvement Program.

A. MUNICIPAL SERVICE PLAN

As required by TLGC 43.056 B), certain municipal services will be provided by the City of Pharr immediately upon the effective date of annexation. These services include:

- Police Protection
- Fire Protection
- Emergency medical services
- Solid waste collection, except as provided by Subsection 43.056 (o);
- Operation and maintenance of water and wastewater facilities in the annexed area that are not within the service area of another water or wastewater utility;
- Operation and maintenance of roads and streets, including road and street lighting; *
- Operation and maintenance of public parks, playgrounds, and swimming pools; and
- Operation and maintenance of any other publicly owned facility, building or service.

*Note: Street lighting will be maintained for fixtures located within the service territory of the City of Pharr.

1. POLICE

Existing Services: None

Services to be Provided: Currently, the area is under the jurisdiction of the Hidalgo County Sheriff's Office. However, upon annexation, the City of Pharr Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriation.

2. FIRE

Existing Services: Primary fire response is currently provided through rural fire agreement with Hidalgo County. Services will continue to be provided

Services to be Provided: Fire suppression will be available to the area upon annexation. Adequate fire suppression activities can be afforded to the annexed area within current budget appropriation. Fire prevention activities will be provided by the Fire Marshal's office as needed.

3. BUILDING INSPECTION

Existing Services: None

Services to be Provided: The Building Inspection Department will provide Code Enforcement Services upon annexation. This includes issuing building, electrical and plumbing permits for any new construction and remodeling and enforcing all other applicable codes which regulated building construction within the City of Pharr .

4. PLANNING AND ZONING

Existing Services: None

Services to be Provided: The Planning and Zoning Department's responsibility for regulating development and land use through the administration of the City of Pharr Zoning Ordinance will extend to this area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Pharr Subdivision Ordinance. These services can be provided within the department's current budget.

5. LIBRARY

Existing Services: None

Services to be Provided: Upon the effective date of annexation, free library use privileges will be available to anyone residing in this area. These privileges can be provided within the current budget appropriation.

6. HEALTH DEPARTMENT- HEALTH CODE ENFORCEMENT SERVICE

Existing Services: None

Services to be Provided: The Hidalgo County Health Department will implement the enforcement of the City of Pharr's health ordinances and regulations on the effective date of the annexation. Such services can be provided with current City of Pharr's Code Compliance and Health Division Personnel and within the current budget appropriation. In addition, animal control services will be provided to the area as needed.

7. STREET

Existing Services: County Street Maintenance

Services to be Provided: Maintenance to the street facilities will be provided by the City upon the effective date of the annexation. This service can be provided within the current budget appropriation.

8. STORM WATER MANAGEMENT

Existing Services: None

Services to be Provided: Developers will provide storm water drainage at their own expense and will be inspected by the City Engineers and/or Public Works Department at time of completions. The City will then maintain the drainage upon approval.

9. STREET LIGHTING

Existing Services: None

Services to be Provided: The City of Pharr will coordinate any request for improved street lighting with the local electric provider in accordance with standard policy.

10. TRAFFIC ENGINEERING

Existing Services: None

Services to be Provided: The Engineering Department will be able to provide, after the effective date of annexation, any additional traffic control devices.

11. WATER SERVICE

Existing Services: None

Services to be Provided: Water service to the area will be provided in accordance with the applicable codes and departmental policy. When other property develops in the adjacent area, water service shall be provided in accordance with extension ordinances. Extension of service shall comply with City codes and ordinances.

12. SANITARY SEWER SERVICE

Existing Services: None

Services to be Provided: Sanitary sewer service to the area of proposed annexation will be provided in accordance with applicable codes and departmental policy. When property develops in the adjacent areas, sanitary sewer service shall be provided in accordance with the present extension ordinance. Extension of service shall comply with applicable codes and ordinances.

13. SOLID WASTE SERVICES

Existing Services: None

Services to be Provided: Solid Waste Collection shall be provided to the area of annexation in accordance with the present ordinance. Service shall comply with existing City policies, beginning with occupancy of structures.

14. ADDITIONAL SERVICES

All other applicable municipal services will be provided to the area in accordance with the City of Pharr's established policies governing extension of municipal services to newly annexed areas.

B. CAPITAL IMPROVEMENTS

The City, from time to time, include construction of new, expanded or replacement facilities in its Capital Improvements Program (CIP). Facilities to be included in the CIP shall be determined on a City-wide basis. Priorities shall be established by the CIP plans of the City, projected growth trends, and the City Commission through its development plans and policies.

III.LEVEL OF SERVICES TO BE PROVIDED

It is the intent of the City of Pharr to provide the level of services required by State Law. The City Commission finds and determines that the services, infrastructure and infrastructure maintenance proposed by this plan are comparable to that provided to other parts of the City with topography, land use, and population density reasonably similar to

the annexed area and will not reduce the level of services available to the territory prior to annexation.

Nothing in this plan shall require the City to provide a uniform level of full municipal services to each are of the City, including the annexed area, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

**EXHIBIT C - SCHEDULE FOR VOLUNTARY ANNEXATION
CITY OF PHARR, TEXAS**

DATE	ACTION/EVENT	LEGAL AUTHORITY
September 20, 2024	Submitted petition for annexation.	
October 7, 2024	Resolution to City Commission on accepting petition of annexation	
October 7, 2024	Acceptance of voluntary annexation petition request from landowners and initiation of annexation and City Commission sets a public hearing for October 21, 2024 (14 days)	TLGC 43.0671
October 8, 2024 Publish notice of public hearing AND Send notice to school district and to each public entity.	Send notice to Advance for publication on <u>October 8, 2024 for publication on October 9, 2024.</u> Post notice of public hearing on city's website and maintain until hearings are complete. School District notice. Notify each school district of possible impact w/in the period preserved for publishing the notice of the public hearing. Public Entity notices. Notify each public entity that is located in or provides services to the area proposed for annexation. Public entity includes: County, fire protection, emergency medical services provider, special district (MUD) or other district, of possible impact w/in the period prescribed for publishing the notice of public hearing.	TLGC 43.905 and 43.9051; send notice to school district and to each public entity not less than 10 days nor more than 20 days before public hearing.
October 9, 2024	Legal Notice for Public Hearing Published for the date of October 21, 2024 (12 days)	Not less than 10 days nor more than 20 days before the public hearing. TLGC 43.0673
October 21, 2024	Public Hearing – Regular CC Meeting	Governing body must provide persons in interested in the annexation the opportunity to be heard. TLGC 43.0673
October 21, 2024	First Reading of the Ordinance (after public hearing)	TLGC 43.0673
November 4, 2024 (Could also be at a special called meeting after the First Reading; OR within 90 days of First Reading)	Second Reading of the Ordinance	Second reading of annexation ordinance, City Charter, Article I, Section 5
November 18, 2024	Third and final reading of the ordinance	Third and final reading of the annexation ordinance, Article III, Section 6, City Charter
Within 30 days of Final Reading	City Sends copy of map showing boundary changes to county voter registrar in a format that is compatible with mapping format used by registrar.	Elec. Code 42.0615
Within 60 days of Final Reading of Ordinance	City provides a certified copy of ordinance and maps to: 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's office 6. City Department Heads 7. State Comptroller 8. Franchise Holders	



Pharr

Development Services



VOLUNTARY ANNEXATION PETITION APPLICATION AND CHECKLIST

Name of Applicant: Hidalgo County Regional Mobility Authority

Date of Submittal: 08-08-2024

Proposed Acreage to be Annexed: 6.487

APPLICATION COMPLETENESS CERTIFICATION

REQUIRED DOCUMENTS	PROVIDED
Completed and Signed Application/Checklist	☒
Completed annexation petition with each owner's original signature. Must include all owners' signatures if there are multiple owners of record.	☒
A copy of the deed showing current ownership.	☒
A clear and legible copy of certified field notes (metes and bounds) describing the boundary of the property that is being petitioned for annexation with a graphic exhibit (map or plat) clearly showing the property. The boundary description and the graphic exhibit must each be contained on a 8 1/2" x 11" sheet of paper. If the property is a subdivided lot, please submit a copy of the recorded subdivision plat.	☒
If applicable, water and wastewater utilities agreement between City and applicant for extension of utilities.	☒

INSTRUCTIONS

Fill out and submit an electronic copy of the completed application package and all subsequent documentation and updates to planning@pharr-tx.gov and provide one (1) hard copy to Development Services, Planning and Zoning Division, 118 S Cage Blvd., Pharr, Texas 78577.

PROPERTY INFORMATION

Property Address: N/A

Total Number of Acres: 6.487 Total Number of Tracts: 4

Subdivision Name: N/A Lot(s): _____ Block(s): _____

Survey Name and Abstract No.: _____

Current Land Use: Right of Way

Proposed Land Use and Purpose of Annexation: BSIF Connector. Connecting Road
between BSIF Exit and 365 Tollway.

List all qualified voting age persons living on each tract of land:

[illegible]

OWNER INFORMATION – Please fill out a separate sheet for each owner of record

Owner(s) Name: Hidalgo County Regional Mobility Authority - Pilar Rodriguez - Executive Director

If the property ownership is in the name of a partnership, corporation, joint venture, trust or other entity, please list the official name of the entity and the name of the managing partner.

Address: 203 Newcombe Ave. City: Pharr State: TX Zip Code: 78577

Phone No.: (956) 402-4762 Cell Phone No.: _____ Email: pilar.rodriguez@hcrma.net

Owner's Signature: [Signature] Date: 9/19/2024

AGENT/APPLICATION AUTHORIZATION – Please check one of the following:

☐ I will represent my petition before the city staff and the Board of Commissioners of the City of Pharr

☒ I hereby authorize the person named below to act as my agent/applicant in representing this application before the city staff and the Board of Commissioners of the City of Pharr.

Note: The agent/applicant is the official contact person for this project and the single point of contact. All correspondence and communication will be conducted with the agent/applicant. If no agent is listed, the owner will be considered the agent.

Agent/Applicant's Name: Ruben Alfaro, P.E., C.F.M., P.M.P

Company's Name (if applicable): Hidalgo County Regional Mobility Authority

Address: 203 Newcombe Ave. City: Pharr State: TX Zip Code: 78577

Phone No.: (956) 402-4762 Cell Phone No.: _____ Email: ruben.alfaro@hcrma.net

If an agent/applicant is representing the owner of the property, please complete the following information:

I hereby authorize the person named above to act as my agent/applicant in processing the application before the Board of Commissioners of the City of Pharr:

Owner's Printed Name: Hidalgo County Regional Mobility Authority - Pilar Rodriguez - Executive Director

Owner's Signature: [Signature] Date: 9/19/2024



Pharr

Development Services



VOLUNTARY ANNEXATION PETITION (C-3)

I, Hidalgo County Regional Mobility Authority, owner of the land described below, hereby voluntary petition the Board of Commissioners of the City of Pharr, Texas to annex the property and extend the present city limits and extraterritorial jurisdiction so as to include as part of the City of Pharr, Texas, the Property, containing approximately 6.487 acres of land, described as follows:

(Legal description of Property, Exhibit A, attached hereto)

I desire to enter into a written agreement for municipal services with the City of Pharr, pursuant to Section 43.0672 of the Local Government Code. If any portion of the Property is appraised for ad valorem tax purposes as agricultural, wildlife management use or timber land under Chapter 23 of the Tax Code, I certify that I was offered a development agreement pursuant to Section 43.016 of the Local Government Code and still requested annexation.

I certify that the above-described Property is contiguous and adjacent to the City of Pharr, Texas and that this petition is signed and duly acknowledged by each and every person, corporation, or entity having an ownership interest in said Property.

OWNER(S): (add additional signature lines for each owner)

Print Name (Owner) Pilar Rodriguez Signature (Owner) [Signature]

Print Name (Owner) _____ Signature (Owner) _____

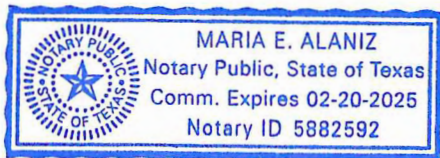
NOTARY ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF Hidalgo §

BEFORE ME, the undersigned authority, on this day personally appeared Pilar Rodriguez, known to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed on behalf of the Owner.

Given under my hand and seal office this 19th day of September, 20 .



[Signature]
NOTARY PUBLIC in and for the
STATE OF TEXAS
Maria Alaniz

Printed Name
My commission expires: 2/20/2025



Board of Directors

S. David Deanda, Jr., Chairman
Ezequiel Reyna, Jr., Vice Chairman
Juan Carlos Del Ángel, Secretary/Treasurer
Gabriel Kamel, Director
Francisco "Frank" Pardo, Director
Sergio Saenz, Director
Michael J. Williamson, Director

February 6, 2024

Greg Gerbig
Commercial Market Lead
Westwood
7557 Rambler Road Suite 1400
Dallas, TX 75231

**RE: Annexation of the Border Safety Inspection Facility (BSIF) Connector Road in the City of Pharr
Corporate Limits**

Mr. Gerbig,

The Hidalgo County Regional Mobility Authority's (HCRMA) has no objection to the annexation of the BSIF Connector Roadway, which is owned by the HCRMA, into the City of Pharr Corporate Limits.

If you should have any questions or require additional information, please feel free to contact me at 956-402-4762 or at prodriguez@hcrma.net.

Sincerely,

Hidalgo County Regional Mobility Authority

Pilar Rodriguez, PE
Executive Director

cc: Ramon Navarro, PE, Chief Construction Engineer – HCRMA
Celia Gaona, CIA, Chief Auditor/Compliance Officer – HCRMA
Jose Castillo, Chief Financial Officer – HCRMA
Blakely Fenandez, General Counsel - HCRMA



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 7.C.

DATE SUBMITTED: October 3, 2024

MEETING DATE: October 7, 2024

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Consideration and action, if any, on Resolution to accept Petition for Voluntary Annexation, setting date, time and place for public hearing, authorizing and directing publication of the notice of such public hearing, and directing the City Manager to prepare service plan for a 49.49 acre tract situated in Porcion 71 Narciso Cabazos Survey, Abstract No. 30, Hidalgo County, Texas being out of Lots 93, 94, 95, 96, 97 and 98, Blocks 31 and 32 of the San Juan Plantation Subdivision, located on the south side of East U.S. Highway 281 (Military Highway), approximately 800 ft. east of South Veterans Boulevard, in the City of Pharr's Extraterritorial Jurisdiction (ETJ) in Hidalgo County, Texas. **This item supports EV - Economic Vitality.**

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: This is a resolution to formally accept the Petition for Voluntary Annexation for a 49.49 acre tract located on the south side of East U.S. Highway 281 (Military Highway), approximately 800 ft. east of South Veterans Boulevard.

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 10/3/2024
Approved - 10/3/2024
Final Approval - 10/3/2024

RESOLUTION NO. R-2024-_____

STATE OF TEXAS §
COUNTY OF HIDALGO §
CITY OF PHARR §

A RESOLUTION OF THE CITY OF PHARR, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF A 49.49 ACRE TRACT SITUATED IN PORCION 71 NARCISO CABAZOS SURVEY, ABSTRACT NO. 30, HIDALGO COUNTY, TEXAS BEING OUT OF LOTS 93, 94, 95, 96, 97 AND 98 BLOCKS 31 AND 32 OF THE SAN JUAN PLANTATION SUBDIVISION, LOCATED ON THE SOUTH SIDE OF EAST U.S. HIGHWAY 281 (MILITARY HIGHWAY), APPROXIMATELY 800 FT. EAST OF SOUTH VETERANS BOULEVARD, IN THE CITY OF PHARR'S EXTRATERRITORIAL JURISDICTION (ETJ) IN HIDALGO COUNTY, TEXAS, LYING ADJACENT OR CONTIGUOUS TO THE PRESENT CORPORATE LIMITS OF THE CITY OF PHARR; SETTING DATE, TIME, AND PLACE FOR PUBLIC HEARING, AND DIRECTING THE CITY MANAGER OR HIS DESIGNEE TO PREPARE A SERVICE PLAN; AND DECLARATION OF THE CITY OF PHARR'S EXTRA-TERRITORIAL JURISDICTION; PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, the owner(s) of certain property located within Hidalgo County, Texas has petitioned the City of Pharr, Texas (herein the “City”), a home-rule City, for annexation of said property, more particularly described herein (the “subject property”), into the City limits; and

WHEREAS, the subject property is contiguous and adjacent to the corporate limits of the City and the owners have submitted petitions for annexation; and

WHEREAS, after review and consideration of such requests and petition of the owner of the subject property for annexation, the City Commission finds that the subject property may be annexed pursuant to § 43.0671 of the Texas Local Government Code; and

WHEREAS, the petitioner has agreed and consented to the annexation of the subject property by the City and further agreed to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted.

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS
OF THE CITY OF PHARR, THAT:**

SECTION 1. ACCEPTANCE OF PETITIONS, MAPS AND OTHER PERTINENT INFORMATION.

- A. In accordance with Section 42.022(b) of the Texas Local Government Code, it is the law of this State that the extraterritorial jurisdiction ("ETJ") of a municipality may expand beyond the distance limitations imposed by Section 42.021 of the Texas Local Government Code to include an area contiguous to the otherwise existing ETJ of the municipality if the owners of the area request the expansion in accordance with Section 43.0671 of the Texas Local Government Code. The City of Pharr hereby approves, adopts, and accepts the petitions, deeds, and other exhibits and materials.
- B. The ETJ of the City of Pharr, Texas was 3 ½ miles prior to December 18, 2012. As a reaffirmation and independent approval hereto, the City of Pharr declares the ETJ as described and displayed on the map attached hereto described as Exhibit "D."

SECTION 2. PROCEEDINGS.

- A. The petitions of annexation of the subject property, including the abutting streets, roadways, and rights of way, not previously annexed into the City and the draft service plan shown in Exhibit "B", are hereby accepted:

A 49.49 ACRE TRACT SITUATED IN NARCISO CABAZOS SURVEY, ABSTRACT NO. 30, HIDALGO COUNTY, TEXAS BEING OUT OF LOTS 93, 94, 95, 96, 97 AND 98, BLOCKS 31 AND 32 OF THE SAN JUAN PLANTATION SUBDIVISION, LOCATED ON THE SOUTH SIDE OF EAST U.S. HIGHWAY 281 (MILITARY HIGHWAY), APPROXIMATELY 800 FT. EAST OF SOUTH VETERANS BOULEVARD, IN THE CITY OF PHARR'S EXTRATERRITORIAL JURISDICTION (ETJ) IN HIDALGO COUNTY, TEXAS.

- B. On Monday, October 21, 2024, at 4:00 PM in the City Hall, Commissioners' Room, 118 S. Cage Blvd, Pharr, Texas, the City of Pharr will hold one (1) statutory public hearing as described in Exhibit "C", giving all interested persons the right to appear and be heard on the proposed annexation by the City of Pharr of the Property described in Exhibit "A."

SECTION 3. SAVINGS CLAUSE.

Except as hereby resolved, any other directives or actions of the City of Pharr, not in conflict with this Resolution, shall remain in full force and effect, unimpaired hereby.

SECTION 4. SEVERABILITY CLAUSE.

The invalidity of any section, clause, sentence, or provision of this Resolution shall not affect the validity of any other part thereof. The effects of this Resolution shall at all times be in compliance with state, federal, and other guidelines as directed.

SECTION 5. EFFECTIVE DATE.

This Resolution shall take effect immediately upon passage by the members of the Board of Commissioners of the City of Pharr.

SECTION 6. PROPER NOTICE AND MEETING

It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

**PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE
CITY OF PHARR, TEXAS, ON THIS THE 7th DAY OF OCTOBER 2024**

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

IMELDA PEREZ, CITY CLERK

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg, Texas 78540

Document No: 3201939

Billable Pages: 29

Recorded On: March 12, 2021 03:07 PM

Number of Pages: 30

*****Examined and Charged as Follows*****

Total Recording: \$ 148.00

*****THIS PAGE IS PART OF THE DOCUMENT*****

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

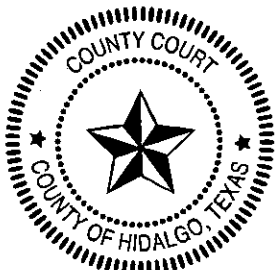
File Information:

Document No: 3201939
Receipt No: 20210312000332
Recorded On: March 12, 2021 03:07 PM
Deputy Clerk: Tania Rivera
Station: McAllen-cc-k23

Record and Return To:

eRecording Partners
1301 Washington Ave. Suite 350

Golden CO 78589



STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas.

Arturo Guajardo Jr.
County Clerk
Hidalgo County, Texas

WARRANTY DEED

Date: March 1, 2021

Grantor: KVS Family Limited Partnership, a Texas limited partnership

Grantor's Mailing Address (including county): 2001 S. Cynthia St. Ste. C
McAllen, Texas 78503
Hidalgo County, Texas

Grantee: KVS Development, LLC, a Texas limited liability company

Grantee's Mailing Address (including county): 2001 S. Cynthia St. Ste. C
McAllen, Texas 78503
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged.

Property (including any improvements):

See Exhibit "A"

Reservations from and Exceptions to Conveyance and Warranty:

1. Taxes for the year 2021 and subsequent years.
2. Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property.

Grantor, for the consideration and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

When the context requires, singular nouns and pronouns include the plural.

Signature on Following Page

KVS Family Limited Partnership

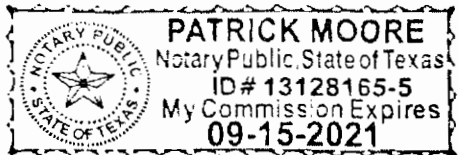
By: KVS Land Co., Inc., General Partner

By: KVS Chowdary
K.V. Chowdary, President

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 1st day of March, 2021, by K.V. Chowdary, President of KVS Land Co., Inc., a Texas corporation, general partner of KVS Family Limited Partnership, a Texas limited partnership, on behalf of said corporation and limited partnership.



[Signature]
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

KVS Development, LLC
2001 S. Cynthia St. Ste. C
McAllen, TX 78503

PREPARED BY:

Law Office of Patrick Moore, PLLC
1801 S. 2nd St. Ste. 380
McAllen, TX 78503

EXHIBIT A

Legal Description of the Property

TRACT A – PARCEL 1

DESCRIPTION, of a 1,058,072 square foot (24.290 acre) tract of land situated in Porcion 71, Narciso Cabazos Survey, Abstract No. 30, Hidalgo County, Texas; said tract being part of Lots 80, 81, and 83 through 85 of the Re-Subdivision of Lots 1, and 5 to 32 Inclusive of the San Juan Plantation Subdivision, an addition to Hidalgo County, Texas according to the plat recorded in Volume 3, Page 52, Map Records of Hidalgo County, Texas (MRHCT); said tract also being part of a called 700.07 acre tract of land described in Warranty Deed with Vendor's Lien to KVS Family Limited Partnership recorded in Document No. 2002-1048589 of the Official Records of Hidalgo County, Texas (ORHCT); said 24.290 acre tract being more particularly described as follows (Bearing system is based on the State Plane Coordinate System, North American Datum of 1983 (2011), Texas, South Zone 4205. Distances shown have been adjusted to surface by applying the Hidalgo County TxDOT combination factor of 1.00004):

BEGINNING, at a point at the intersection of the west right-of-way line of State Highway 365 (SH 365), a 300-foot right-of-way at this point, and the north right-of-way line of US Highway 281 (US 281) for the southwest corner of a called 182,461.89 square foot tract of land described as Parcel 65 P-11 in Deed to Hidalgo County Regional Mobility Authority recorded in Document No. 2015-2660457, ORHCT, and the northernmost northwest corner of a called 201,799.60 square foot tract of land described as Parcel 8 in Special Warranty Deed to the State of Texas recorded in Document No. 2019-3035998, ORHCT, from which an aluminum disk stamped "HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY R.O.W. MARKER" found bears South 60 degrees, 42 minutes West, a distance of 0.73 feet;

THENCE, along the said north right-of-way line of US 281, the north line of the said State of Texas Parcel 8 tract, the north line of a called 26,492.73 square foot tract of land described as Parcel 6 in said Deed to the State of Texas, and the north line of a called 2,349.893 square foot tract of land described as Parcel 5 in said Deed to the State of Texas, over and across the said called 700.07 acre tract and said Lots 85, 84, and 83, the following four (4) calls:

South 53 degrees, 33 minutes, 30 seconds West, a distance of 141.27 feet to a point for corner, from which a 1/2-inch iron rod found bears South 77 degrees, 05 minutes West, a distance of 4.48 feet;

North 81 degrees, 26 minutes, 58 seconds West, a distance of 123.47 feet to a point for corner and the beginning of a non-tangent curve to the left, from which a 5/8-inch iron rod found disturbed bears South 84 degrees, 36 minutes West, a distance of 2.11 feet;

In a westerly direction, along said curve to the left, having a central angle of 08 degrees, 15 minutes, 21 seconds, a radius of 4,990.76 feet, an arc distance of 719.12 feet, and a chord bearing North 86 degrees, 35 minutes, 37 seconds West, a distance of 718.50 feet to the beginning of a reverse curve to the right;

In a westerly direction, along said curve to the right, having a central angle of 08 degrees, 04 minutes, 30 seconds, a radius of 5,970.50 feet, an arc distance of 841.45 feet, and a chord bearing North 85 degrees, 39 minutes, 11 seconds West, a distance of 840.76 feet to a point for corner in the west line of the said called 700.07 acre tract, the west line of said Lot 83, and the east line of the Hidalgo County Irrigation District No. 2 Canal, a 100-foot right-of-way;

THENCE, North 08 degrees, 34 minutes, 26 seconds East, departing the said north line of the State of Texas tracts and the said north right-of-way line of US 281, along the said west line of the said called 700.07 acre tract, the said west line of Lot 83, and the said east line of the Hidalgo County Irrigation District No. 2 Canal right-of-way, a distance of 499.80 feet to a point for the southwest corner of those certain tracts of land described in No Proration Agreement to the County of Hidalgo, from which a 1/2-inch iron rod found bears South 87 degrees, 54 minutes East, a distance of 4.15 feet;

THENCE, departing the said the west line of the called 700.07 acre tract, the said west line of Lot 83, and the said east line of the Hidalgo County Irrigation District No. 2 Canal right-of-way, along the said south line of the County of Hidalgo tracts, over and across said Lots 83 and 84, and over and into said Lot 85 and the said called 700.07 acre tract, the following five (5) calls:

South 85 degrees, 10 minutes, 42 seconds East, a distance of 634.54 feet to a point for the beginning of a tangent curve to the left;

In an easterly direction, along said curve to the left, having a central angle of 19 degrees, 38 minutes, 32 seconds, a radius of 240.00 feet, an arc distance of 82.28 feet, and a chord bearing North 85 degrees, 00 minutes, 02 seconds East, a distance of 81.87 feet to a point for the end of said curve;

North 75 degrees, 10 minutes, 46 seconds East, a distance of 562.87 feet to a point for the beginning of a tangent curve to the right;

In an easterly direction, along said curve to the right, having a central angle of 11 degrees, 30 minutes, 17 seconds, a radius of 75.00 feet, an arc distance of 15.06 feet, and a chord bearing North 80 degrees, 55 minutes, 55 seconds East, a distance of 15.03 feet to a point for the end of said curve;

North 86 degrees, 41 minutes, 03 seconds East, a distance of 545.52 feet to a point in the said west right-of-way line of SH 365 for the northwest corner of the said called 182,461.89 square foot State of Texas tract;

THENCE, South 08 degrees, 35 minutes, 03 seconds West, departing the said south line of the County of Hidalgo tracts, along the said west right-of-way line of SH 365, continuing over and into the said called 700.07 acre tract and said Lot 85, a distance of 674.33 feet to the **POINT OF BEGINNING**;

CONTAINING: 1,058,072 square feet or 24.290 acres of land, more or less.

TRACT A - PARCEL 2

DESCRIPTION, of a 1,903,567 square foot (43.700 acre) tract of land situated in Porcion 71, Narciso Cabazos Survey, Abstract No. 30, Hidalgo County, Texas; said tract being all of Lots 69 and 70 and part of Lots 71 and 80 through 82 of the Re-Subdivision of Lots 1, and 5 to 32 Inclusive of the San Juan Plantation Subdivision, an addition to Hidalgo County, Texas according to the plat recorded in Volume 3, Page 52, Map Records of Hidalgo County, Texas (MRHCT); said tract also being part of a called 700.07 acre tract of land described in Warranty Deed with Vendor's Lien to KVS Family Limited Partnership recorded in Document No. 2002-1048589 of the Official Records of Hidalgo County, Texas (ORHCT); said 43.700 acre tract being more particularly described as follows (Bearing system is based on the State Plane Coordinate System, North American Datum of 1983 (2011), Texas South Zone 4205. Distances shown have been adjusted to surface by applying the Hidalgo County TxDOT combination factor of 1.00004):

COMMENCING, at a point at the intersection of the west right-of-way line of State Highway 365 (SH 365), a 300-foot right-of-way at this point, and the north right-of-way line of US Highway 281 (US 281) for the southwest corner of a called 182,461.89 square foot tract of land described Parcel 65 P-11 in Deed to Hidalgo County Regional Mobility Authority recorded in Document No. 2015-2660457, ORHCT, and the northernmost northwest corner of a called 201,799.60 square foot tract of land described as Parcel 8 in Special Warranty Deed to the State of Texas recorded in Document No. 2019-3035998, ORHCT, from which an aluminum disk stamped "HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY R.O.W. MARKER" found bears South 60 degrees, 42 minutes West, a distance of 0.73 feet;

THENCE, North 08 degrees, 35 minutes, 03 seconds East, departing the said north right-of-way line of US 281, along the said west right-of-way line of SH 365 and the west line of the said called 182,461.89 square foot tract, over and across Lot 85 of the Re-Subdivision of Lots 1, and 5 to 32 Inclusive of the San Juan Plantation Subdivision, and over and into the said called 700.07 acre tract and said Lot 80, passing at a distance of 674.33 feet the south line of those certain tracts of land described in No Proration Agreement to the County of Hidalgo, and continuing over and across said tracts, in all a distance of 842.96 feet to the **POINT OF BEGINNING** in the north line of the said County of Hidalgo tracts for the southwest corner of a called 215,168.03 square foot tract of land described in Deed to Hidalgo County Regional Mobility Authority described as Parcel 65 P-10 recorded in Document No. 2015-2660458, ORHCT;

THENCE, departing the said west right-of-way line of SH 365, along the said north line the County of Hidalgo tracts, over and across the said called 700.07 acre tract and Lots 80, 81, and 82, the following five (5) calls:

South 86 degrees, 41 minutes, 03 seconds West, a distance of 580.29 feet to a point for the beginning of a tangent curve to the left;

In a westerly direction, along said curve to the left, having a central angle of 11 degrees, 30 minutes, 17 seconds, a radius of 240.00 feet, an arc distance of 48.19 feet, and a chord bearing South 80 degrees, 55 minutes, 55 seconds West, a distance of 48.11 feet to a point for the end of said curve;

South 75 degrees, 10 minutes, 46 seconds West, a distance of 562.87 feet to a point for the beginning of a tangent curve to the right;

In a westerly direction, along said curve to the right, having a central angle of 19 degrees, 38 minutes, 32 seconds, a radius of 75.00 feet, an arc distance of 25.71 feet, and a chord bearing South 85 degrees, 00 minutes, 02 seconds West, a distance of 25.59 feet to a point for the end of said curve;

North 85 degrees, 10 minutes, 42 seconds West, a distance of 606.15 feet to a point for a re-entrant corner of said County of Hidalgo tracts, from which a 1/2-inch iron rod with cap stamped "RGEC" found bears North 48 degrees, 35 minutes West, a distance of 0.58 feet;

THENCE, along the westernmost east line of said County of Hidalgo tracts, over and across said Lot 82 and Lot 69, the following two (2) calls:

North 08 degrees, 26 minutes, 45 seconds East, a distance of 762.03 feet to a point for the beginning of a tangent curve to the left;

In a northerly direction, along said curve to the left, having a central angle of 25 degrees, 10 minutes, 14 seconds, a radius of 165.00 feet, an arc distance of 72.49 feet, and a chord bearing North 04 degrees, 08 minutes, 22 seconds West, a distance of 71.90 feet to a point for the northernmost corner of the said County of Hidalgo tracts in the west line of the said called 700.07 acre tract, the west line of said Lot 69, and the east line of the Hidalgo County Irrigation District No. 2 Canal, a 100-foot right-of-way;

THENCE, North 08 degrees, 34 minutes, 26 seconds East, along the said west line of the called 700.07 acre tract, the said west line of Lot 69, and the said east line of the Hidalgo County Irrigation District No. 2 Canal right-of-way, a distance of 407.65 feet to a point for a re-entrant corner of the said Hidalgo County Irrigation District No. 2 Canal right-of-way and the northwest corner of said Lot 69;

THENCE, South 81 degrees, 58 minutes, 48 seconds East, departing the said west line of the called 700.07 acre tract, along the south line of the said Hidalgo County Irrigation District No. 2 Canal right-of-way and the north line of said Lots 69, 70, and 71, over and into the said called 700.07 acre tract, a distance of 1,777.78 feet to a point in the said west right-of-way line of SH 365 for the northwest corner of the said called 215,168.03 square foot tract;

THENCE, South 08 degrees, 35 minutes, 03 seconds West, departing the said south line of the Hidalgo County Irrigation District No. 2 Canal right-of-way and the said north line of Lot 71, along the said west right-of-way line of SH 365 and the west line of the said called 215,168.03 square foot tract, over and across said Lot 71, and over and into said Lot 80 and the said called 700.07 acre tract, a distance of 853.70 feet to the **POINT OF BEGINNING**;

CONTAINING: 1,903,567 square feet or 43.700 acres of land, more or less.

TRACT A - PARCEL 3

DESCRIPTION, of a 991,752 square foot (22.767 acre) tract of land situated in Porcion 71, Narciso Cabazos Survey, Abstract No. 30, Hidalgo County, Texas; said tract being part of Lot 67, all of Lot 68, and a portion of the abandoned Missouri Pacific Railroad Company (San Benito & Rio Grande Railway) right-of-way of the Re-Subdivision of Lots 1, and 5 to 32 Inclusive of the San Juan Plantation Subdivision, an addition to Hidalgo County, Texas according to the plat recorded in Volume 3, Page 52, Map Records of Hidalgo County, Texas (MRHCT); said tract also being part of a called 700.07 acre tract of land described in Warranty Deed with Vendor's Lien to KVS Family Limited Partnership recorded in Document No. 2002-1048589 of the Official Records of Hidalgo County, Texas (ORHCT); said 22.767 acre tract being more particularly described as follows (Bearing system is based on the State Plane Coordinate System, North American Datum of 1983 (2011), Texas South Zone 4205. Distances shown have been adjusted to surface by applying the Hidalgo County TxDOT combination factor of 1.00004);

COMMENCING, at a point at the intersection of the west right-of-way line of State Highway 365 (SH 365), a 300-foot right-of-way at this point, and the north right-of-way line of US Highway 281 (US 281) for the southwest corner of a called 182,461.89 square foot tract of land described Parcel 65 P-11 in Deed to Hidalgo County Regional Mobility Authority recorded in Document No. 2015-2660457, ORHCT, and the northernmost northwest corner of a called 201,799.60 square foot tract of land described as Parcel 8 in Special Warranty Deed to the State of Texas recorded in Document No. 2019-3035998, ORHCT, from which an aluminum disk stamped "HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY R.O.W. MARKER" found bears South 60 degrees, 42 minutes West, a distance of 0.73 feet;

THENCE, North 08 degrees, 35 minutes, 03 seconds East, departing the said north right-of-way line of US 281, along the said west right-of-way line of SH 365, the west line of the said called 182,461.89 square foot tract, and the west line of a called 215,168.03 square foot tract of land described as Parcel 65 P-10 in Deed recorded in Document No. 2015-2660458, ORHCT, over and across Lots 85, 80, 71, and the Hidalgo County Irrigation District No. 2 Canal right-of-way, a 100-foot right-of-way, of said Re-Subdivision of Lots 1, and 5 to 32 Inclusive of the San Juan Plantation Subdivision, and over and into the said called 700.07 acre tract, passing at a distance of 674.33 feet the south line of those certain tracts of land described in No Proration Agreement to the County of Hidalgo, and passing at a distance of 842.96 feet the north line of said County of Hidalgo tracts, continuing in all a distance of 1,796.66 feet to the **POINT OF BEGINNING** in the north line of the said Hidalgo County Irrigation District No. 2 Canal right-of-way and the south line of said Lot 67; said point also being the southwest corner of a called 127,827.16 square foot tract of land described as Parcel 65 P-9 in Deed to Hidalgo County Regional Mobility Authority recorded in Document No. 2015-2660460, ORHCT;

THENCE, North 81 degrees, 58 minutes, 48 seconds West, departing the said west right-of-way line of SH 365, along the said north line of the Hidalgo County Irrigation District No. 2 Canal right-of-way, the said south line of Lot 67, and the south line of said Lot 68, over and across the said called 700.07 acre tract, a distance of 1,877.79 feet to a point in the east line of Lot 5 of the Re-Subdivision of Closner Subdivision and a Subdivision of 200.33 Acres in Porcion No. 71, an addition to Hidalgo County, Texas according to the plat recorded in Volume 1, Page 56-A, MRHCT, for the northernmost southwest corner of the said called 700.07 acre tract and the southwest corner of said Lot 68;

THENCE, North 08 degrees, 34 minutes, 26 seconds East, along the west line of the said called 700.07 acre tract, the west line of said Lot 68, the said east line of Lot 5, and the east line of Lot

4 of said Re-Subdivision of Closner Subdivision, crossing the south right-of-way line of the said abandoned Missouri Pacific Railroad Company, and continuing in all a distance of 541.83 feet to a point for corner in the north right-of-way line of the said abandoned Missouri Pacific Railroad Company and the south right-of-way line of Hi-Line Road, a 40-foot right-of-way, from which a 5/8-inch iron rod found bears South 86 degrees, 19 minutes East, a distance of 10.09 feet;

THENCE, South 81 degrees, 24 minutes, 03 seconds East, departing the said west line of the called 700.07 acre tract and the said east line of Lot 4, along the said south right-of-way line of Hi-Line Road and the said north right-of-way line of the abandoned Missouri Pacific Railroad Company, over and across the said called 700.07 acre tract, a distance of 1,547.80 feet to a point in the west right-of-way line of SH 365, a variable width right-of-way at this point, for the north west corner of said called 127,827.16 square foot tract;

THENCE, departing the said south right-of-way line of Hi-Line Road, the said north right-of-way line of the abandoned Missouri Pacific Railroad Company, and the said north line of Lot 67, along the said west right-of-way line of SH 365 and the west line of the said called 127,827.16 square foot tract, over and across the said abandoned Missouri Pacific Railroad Company right-of-way and said Lot 67, over and into the said called 700.07 acre tract, the following four calls:

South 08 degrees, 35 minutes, 03 seconds West, a distance of 20.00 feet to a point for corner from which a 1/2-inch iron rod found bears South 34 degrees, 57 minutes East, a distance of 0.26 feet;

South 81 degrees, 24 minutes, 03 seconds East, a distance of 280.00 feet to a point for corner from which a 1/2-inch iron rod found bears North 60 degrees, 00 minutes West, a distance of 0.50 feet;

South 36 degrees, 24 minutes, 30 seconds East, a distance of 70.72 feet to a point for corner;

South 08 degrees, 35 minutes, 03 seconds West, a distance of 452.85 feet to the **POINT OF BEGINNING**;

CONTAINING: 991,752 square feet or 22.767 acres of land, more or less.

TRACT B – PARCEL 1

DESCRIPTION, of a 3,532,149 square foot (81.087 acre) tract of land situated in Porcion 71, Narciso Cabazos Survey, Abstract No. 30, Hidalgo County, Texas; said tract being part of Lots 47 through 55 of the Re-Subdivision of Lots 1, and 5 to 32 Inclusive of the San Juan Plantation Subdivision, an addition to Hidalgo County, Texas according to the Plat recorded in Volume 3, Page 52, Map Records of Hidalgo County, Texas (MRHCT) and also being part of Lots 3 and 4 of the Re-Subdivision of Closner Subdivision according the Plat recorded in Volume 1, Page 56A, MRHCT; said tract also being part of a called 700.07 acre tract of land described in Warranty Deed with Vendor's Lien to KVS Family Limited Partnership recorded in Document No. 2002-1048589 of the Official Records of Hidalgo County, Texas (ORHCT); said 81.087 acre tract being more particularly described as follows:

BEGINNING, at a point for corner at the intersection of the north right-of-way line of Hi-Line Road, a 40-foot right-of-way and the east line of Veterans Boulevard (South "I" Road), a variable width right-of-way;

THENCE, North 08 degrees, 34 minutes, 26 seconds East, departing the said north right-of-way line of Hi-Line Road, along the said east right-of-way line of Veterans Boulevard, over and across said Lots 3 and 4 of Closner Subdivision, a distance of 1,598.83 feet to a point for corner in the south right-of-way line of the Hidalgo County Irrigation District No. 2 drainage ditch, an 80-foot right-of-way;

THENCE, South 69 degrees, 42 minutes, 41 seconds East, departing the said east right-of-way line of Veterans Boulevard, along the said south right-of-way line of the Hidalgo County Irrigation District No. 2 drainage ditch, over and across said Lot 3 of the of Closner Subdivision and said Lots 47 through 50 of San Juan Plantation Subdivision, a distance of 2,735.37 feet to a point in the west right-of-way line of State Highway 365 (SH 365) for the northwest corner of a called 3,001.81 square foot tract of land described as Parcel 65 P-5 in Deed to Hidalgo County Regional Mobility Authority recorded in Document No. 2015-2660461, ORHCT;

THENCE, departing the said south right-of-way line of the Hidalgo County Irrigation District No. 2 drainage ditch, along the said west right-of-way line of SH 365, over and across said Lots 47, 54 and 55 of San Juan Plantation Subdivision the following four (4) calls:

South 08 degrees, 35 minutes, 03 seconds West, along the said easternmost west line of said Parcel 65 P-5, passing at a distance of 35.27 feet the southwest corner of the said Parcel 65 P-5 and passing at a distance of 75.27 feet the northwest corner of a called 258,976.46 square foot tract of land described as Parcel 65 P-6 in Deed to Hidalgo County Regional Mobility Authority recorded in Document No. 2015-2660462, ORHCT, and continuing along the said west line of the said called Parcel 65 P-6, a distance of 974.61 feet to a point for corner;

South 53 degrees, 35 minutes, 03 seconds West, along the southernmost north line of said Parcel 65 P-6, a distance of 70.71 feet to a point for corner;

North 81 degrees, 24 minutes, 03 seconds West, along the said southernmost north line of Parcel 65 P-6, a distance of 280.00 feet to a point for corner;

South 08 degrees, 35 minutes, 03 seconds West, along the westernmost west line of said Parcel 65 P-6, a distance of 20.00 feet to a point for corner in the said north right-of-way line of Hi-Line Road;

THENCE, North 81 degrees, 24 minutes, 03 seconds West, departing the said west right-of-way line of SH 365, along the said north right-of-way line of Hi-Line Drive, over and across said Lots 51 through 54, a distance of 2,348.21 feet to the **POINT OF BEGINNING**;

CONTAINING: 3,532,149 square feet or 81.087 acres of land, more or less.

TRACT B – PARCEL 2

DESCRIPTION, of a 1,258,411 square foot (28.889 acre) tract of land situated in Porcion 71, Narciso Cabazos Survey, Abstract No. 30, Hidalgo County, Texas; said tract being part of Lots 47 through 50 of the Re-Subdivision of Lots 1, and 5 to 32 Inclusive of the San Juan Plantation Subdivision, an addition to Hidalgo County, Texas according to the Plat recorded in Volume 3, Page 52, Map Records of Hidalgo County, Texas (MRHCT) and also being part of Lot 3 of the Re-Subdivision of Closner Subdivision according the Plat recorded in Volume 1, Page 56A, MRHCT; said tract also being part of a called 700.07 acre tract of land described in Warranty Deed with Vendor's Lien to KVS Family Limited Partnership recorded in Document No. 2002-1048589 of the Official Records of Hidalgo County, Texas (ORHCT); said 29.889 acre tract being more particularly described as follows:

COMMENCING, at a point for corner at the intersection of the north right-of-way line of Hi-Line Road, a 40-foot right-of-way and the east line of Veterans Boulevard (South "I" Road), a variable width right-of-way;

THENCE, North 08 degrees, 34 minutes, 26 seconds East, departing the said north right-of-way line of Hi-Line Road, along the said east right-of-way line of Veterans Boulevard, over and across Lots 3 and 4 of said Closner Subdivision, passing at a distance of 1598.83 feet the south right-of-way line of a Hidalgo County Irrigation District No. 2 drainage ditch, an 80-foot right-of-way, in all a distance of 1,681.00 feet to the **POINT OF BEGINNING** in the north right-of-way line of said Hidalgo County Irrigation District No. 2 drainage ditch;

THENCE, North 08 degrees, 34 minutes, 26 seconds East, departing the said north right-of-way line of the Hidalgo County Irrigation District No. 2 drainage ditch, along the said east right-of-way line of Veterans Boulevard, over and across said Lot 3 of Closner Subdivision, a distance of 365.73 feet to a point for corner in the south right-of-way line of a Hidalgo County Irrigation District No. 2 Canal;

THENCE, departing the said east right-of-way line of Veterans Boulevard, along the said south right-of-way line of the Hidalgo County Irrigation District No. 2 Canal, over and across said Lot 3 of Closner Subdivision and said Lots 47 through 50 of San Juan Plantation Subdivision, the following two (2) calls:

South 81 degrees, 25 minutes, 34 seconds East, a distance of 800.41 feet to a point for corner;

South 66 degrees, 39 minutes, 19 seconds East, a distance of 1,942.26 feet to a point in the west right-of-way line of State Highway 365 (SH 365) for the northwest corner of a called 108,829.51 square foot tract of land described as Parcel 65 P-4 in Deed to Hidalgo County Regional Mobility Authority recorded in Document No. 2015-2660464, ORHCT;

THENCE, South 08 degrees, 35 minutes, 03 seconds West, departing the said south right-of-way line of the Hidalgo County Irrigation District No. 2 Canal, along the said west right-of-way line of SH 365 and the said west line of Parcel 65 P-4, over and across said Lot 47 of San Juan Plantation Subdivision, a distance of 425.94 feet to a point in the north right-of-way line of the said Hidalgo County Irrigation District No. 2 drainage ditch for the southwest corner of said Parcel 65 P-4;

THENCE, North 69 degrees, 42 minutes, 41 seconds West, departing the said west right-of-way line of SH 365, along the said north right-of-way line of the Hidalgo County Irrigation District No. 2. drainage ditch, over and across said Lots 47 through 50 of San Juan Plantation Subdivision and Lot 3 of said Closner Subdivision, a distance of 2,735.39 feet to the **POINT OF BEGINNING**;

CONTAINING: 1,258,411 square feet or 28.889 acres of land, more or less.

TRACT B - PARCEL 3

DESCRIPTION, of a 1,608,875 square foot (36.935 acre) tract of land situated in Porcion 71, Narciso Cabazos Survey, Abstract No. 30, Hidalgo County, Texas; said tract being part of Lots 36 through 38 of the Re-Subdivision of Lots 1, and 5 to 32 Inclusive of the San Juan Plantation Subdivision, an addition to Hidalgo County, Texas according to the Plat recorded in Volume 3, Page 52, Map Records of Hidalgo County, Texas (MRHCT) and also being part of Lot 2 of the Re-Subdivision of Closner Subdivision according the Plat recorded in Volume 1, Page 56A, MRHCT; said tract also being part of a called 700.07 acre tract of land described in Warranty Deed with Vendor's Lien to KVS Family Limited Partnership recorded in Document No. 2002-1048589 of the Official Records of Hidalgo County, Texas (ORHCT); said 36.935 acre tract being more particularly described as follows:

BEGINNING at point for corner at the intersection of the south right-of-way line of Anaya Road, a 40-foot right-of-way, and the east right-of-way line of Veterans Boulevard (South "I" Road), a variable width right-of-way;

THENCE, South 81 degrees, 24 minutes, 34 seconds East, departing the said east right-of-way line of Veterans Boulevard, along the said south right-of-way line of Anaya Road, over and across said Lot 2 of Closner Subdivision and Lots 36 through 38 of San Juan Plantation Subdivision, a distance of 2,348.67 feet to a point in the west right-of-way line of State Highway 365 (SH 365), a variable width right-of-way, for the northwest corner of a called 257,173.08 square foot tract of land described as Parcel 65 P-3 in Deed to Hidalgo County Regional Mobility Authority recorded in Document No. 2015-2660465, ORHCT;

THENCE, departing the said south right-of-way line of Anaya Road, along the said west right-of-way line of SH 365 and the west line of said Parcel 65 P-3, over and across said Lot 38 of San Juan Plantation Subdivision, the following four (4) calls:

South 08 degrees, 35 minutes, 03 seconds West, a distance of 20.00 feet to a point for corner;

South 81 degrees, 24 minutes, 34 seconds East, a distance of 280.00 feet to a point for corner;

South 36 degrees, 24 minutes, 45 seconds East, a distance of 70.71 feet to a point for corner;

South 08 degrees, 35 minutes, 03 seconds West, a distance of 854.67 feet to a point in the north right-of-way line of a Hidalgo County Drainage District No. 2 Canal and the south line of said Lot 38 of San Juan Plantation Subdivision for the southwest corner of said Parcel 65 P-3;

THENCE, North 66 degrees, 39 minutes, 19 seconds West, departing the said west right-of-way line of SH 365, along the said north right-of-way line of the said Hidalgo County Drainage District No. 2 Canal and along the south line of Lots 36 through 38 of San Juan Plantation Subdivision, a distance of 1,941.08 feet to a point for corner;

THENCE, North 81 degrees, 25 minutes, 34 seconds West, along the said north right-of-way line of the Hidalgo County Drainage District No. 2 Canal, over and across said Lot 2 of Closner

Subdivision, a distance of 801.57 feet to a point for corner in the said east right-of-way line of Veterans Boulevard;

THENCE, North 08 degrees, 34 minutes, 26 seconds East, departing the said north right-of-way line of line of the Hidalgo County Drainage District No. 2 Canal, along the said east right-of-way line of Veterans Boulevard, over and across said Lot 2 of Closner Subdivision, a distance of 430.56 feet to the **POINT OF BEGINNING**;

CONTAINING: 1,608,875 square feet or 36.935 acres of land, more or less.

TRACT C – PARCEL 1

DESCRIPTION, of a 5,402,350 square foot (124.021 acre) tract of land situated in Porcion 71, Narciso Cabazos Survey, Abstract No. 30, Hidalgo County, Texas; said tract being all of Lots 19 through 24 and part of Lots 25 and 33 through 35 of the Re-Subdivision of Lots 1, and 5 to 32 Inclusive of the San Juan Plantation Subdivision, an addition to Hidalgo County, Texas according to the Plat recorded in Volume 3, Page 52, Map Records of Hidalgo County, Texas (MRHCT) and also being part of Lots 1 and 2 of the Re-Subdivision of Closner Subdivision according the Plat recorded in Volume 1, Page 56A, MRHCT; said tract also being part of a called 700.07 acre tract of land described in Warranty Deed with Vendor's Lien to KVS Family Limited Partnership recorded in Document No. 2002-1048589 of the Official Records of Hidalgo County, Texas (ORHCT); said 124.021 acre tract being more particularly described as follows:

BEGINNING at point for corner at the intersection of the north right-of-way line of Anaya Road, a 40-foot right-of-way, and the east right-of-way line of Veterans Boulevard (South "I" Road), a variable width right-of-way;

THENCE, North 08 degrees, 34 minutes, 26 seconds East, departing the said north right-of-way line of Anaya Road, along the said east right-of-way line of Veterans Boulevard, over and across said Lots 1 and 2 of Closner Subdivision, a distance of 1,562.00 feet to a point in the north line of said Lot 1 of Closner Subdivision for the southwest corner of said Lot 22 of San Juan Plantation Subdivision and a reentrant corner of the said called 700.07 acre tract;

THENCE, North 08 degrees, 35 minutes, 26 seconds East, departing the said north line of Lot 1 of Closner Subdivision, along the said east right-of-way line of Veterans Boulevard, the west line of said Lot 22 of San Juan Plantation Subdivision, and the west line of said called 700.07 acre tract, a distance of 938.00 feet to a point in the south right-of-way line of a Hidalgo County Irrigation District No. 2 Canal for the southernmost northwest corner of the said called 700.07 acre tract and the northwest corner of said Lot 22 of San Juan Plantation Subdivision;

THENCE, departing the said east right-of-way line of Veterans Boulevard, along the north line of said Lot 22 of San Juan Plantation Subdivision, the meandering south right-of-way line of the Hidalgo County Irrigation District No. 2 Canal, and the north line of the said called 700.07 acre tract, the following three (3) calls:

South 81 degrees, 24 minutes, 34 seconds East, a distance of 211.05 feet to a point for corner;

South 08 degrees, 35 minutes, 26 seconds West, a distance of 61.82 feet to a point for corner;

South 64 degrees, 09 minutes, 34 seconds East, a distance of 104.66 feet to a point for corner;

THENCE, departing the said north line of the called 700.07 acre tract, along the north line of said Lots 19 through 22 of San Juan Plantation Subdivision and the said south right-of-way line of the Hidalgo County Irrigation District No. 2 Canal, over and across the said called 700.07 acre tract the following two (2) calls:

South 64 degrees, 09 minutes, 34 seconds East, a distance of 1,351.64 feet to a point for corner;

South 48 degrees, 55 minutes, 42 seconds East, a distance of 1,315.18 feet to a in the north line of said Lot 25 of San Juan Plantation Subdivision point for the southeast corner of said Lot 19 of San Juan Plantation Subdivision;

THENCE, North 81 degrees, 24 minutes, 34 seconds West, departing the said south right-of-way line of the Hidalgo County Irrigation District No. 2 Canal, along the north line of said Lot 25 and the south line of said Lot 19 of the San Juan Plantation Subdivision, a distance of 63.71 feet to a point for corner;

THENCE, departing the said north line of Lot 25 and the said south line of Lot 19 of the San Juan Plantation Subdivision, along the west line of SH 365 and the west line of a called 328,396.69 square foot tract of land described as Parcel 65 P-2 in Deed to Hidalgo County Regional Mobility Authority recorded in Document No. 2015-2660466, ORHCT, the following four (4) calls:

South 08 degrees, 35 minutes, 03 seconds West, a distance of 1,210.05 feet to a point for corner;

South 53 degrees, 35 minutes, 14 seconds West, a distance of 70.71 feet to a point for corner;

North 81 degrees, 24 minutes, 34 seconds West, a distance of 280.00 feet to a point for corner;

South 08 degrees, 35 minutes, 03 seconds West, a distance of 20.00 feet to a point for corner in the north right-of-way line of Anaya Road;

THENCE, North 81 degrees, 24 minutes, 34 seconds West, departing the said west right-of-way line of SH 365 and the said west line of Parcel 65 P-2, along the north right-of-way line of Anaya Road, a distance of 2,348.68 feet to the **POINT OF BEGINNING**;

CONTAINING: 5,402,350 square feet or 124.021 acres of land, more or less.

TRACT C – PARCEL 2

DESCRIPTION, of a 1,577,120 square foot (36.206 acre) tract of land situated in Porcion 71, Narciso Cabazos Survey, Abstract No. 30, Hidalgo County, Texas; said tract being part of Lots 7 through 9 and 18 of the Re-Subdivision of Lots 1, and 5 to 32 Inclusive of the San Juan Plantation Subdivision, an addition to Hidalgo County, Texas according to the Plat recorded in Volume 3, Page 52, Map Records of Hidalgo County, Texas (MRHCT); said tract also being part of a called 700.07 acre tract of land described in Warranty Deed with Vendor's Lien to KVS Family Limited Partnership recorded in Document No. 2002-1048589 of the Official Records of Hidalgo County, Texas (ORHCT); said 36.206 acre tract being more particularly described as follows:

BEGINNING at point for corner at the intersection of the north right-of-way line of Las Milpas Road, a 40-foot right-of-way, and the west right-of-way line of San Juan Road, a 40-foot right-of-way;

THENCE, South 08 degrees, 35 minutes, 03 seconds West, departing the said south right-of-way line of Las Milpas Road, along the said west right-of-way line of San Juan Road, over and across said Lots 9 and 18 of San Juan Plantation Subdivision, a distance of 1,326.37 feet to a point for corner in the north right-of-way line of a Hidalgo County Irrigation District No. 2 Canal and the south line of said Lot 18 of San Juan Plantation Subdivision;

THENCE, departing the said west right-of-way line of San Juan Road, along the said north right-of-way line of the Hidalgo County Irrigation District No. 2 Canal and the south lines of said Lots 18, 7, and 8 of San Juan Plantation Subdivision, the following two (2) calls:

North 48 degrees, 55 minutes, 42 seconds West, a distance of 1,534.82 feet to a point for corner;

North 64 degrees, 09 minutes, 34 seconds West, a distance of 1,396.06 feet to a point in the west line of the said called 700.07 acre tract for the southwest corner of said Lot 7 of San Juan Plantation Subdivision;

THENCE, North 08 degrees, 35 minutes, 26 seconds East, departing the said north right-of-way line of the Hidalgo County Irrigation District No. 2, along the said west line of Lot 7 of San Juan Plantation Subdivision and the west line of the said called 700.07 acre tract, a distance of 88.15 feet to a point for corner in the said south right-of-way line of Las Milpas Road;

THENCE, South 81 degrees, 24 minutes, 34 seconds East, departing the said west line of the called 700.07 acre tract and the said west line of Lot 7 of San Juan Plantation Subdivision, along the said south right-of-way line of Las Milpas Road, over and across said Lots 7, 8, and 9 of San Juan Plantation Subdivision, a distance of 2,627.84 feet to the **POINT OF BEGINNING**;

CONTAINING: 1,577,120 square feet or 36.206 acres of land, more or less.

TRACT D – PARCEL 1

DESCRIPTION, of a 731,050 square foot (16.783 acre) tract of land situated in Porcion 71, Narciso Cabazos Survey, Abstract No. 30, Hidalgo County, Texas; said tract being part of Lots 39 and 56 of the Re-Subdivision of Lots 1, and 5 to 32 Inclusive of the San Juan Plantation Subdivision, an addition to Hidalgo County, Texas according to the Plat recorded in Volume 3, Page 52, Map Records of Hidalgo County, Texas (MRHCT); said tract also being part of a called 700.07 acre tract of land described in Warranty Deed with Vendor's Lien to KVS Family Limited Partnership recorded in Document No. 2002-1048589 of the Official Records of Hidalgo County, Texas (ORHCT); said 16.783 acre tract being more particularly described as follows:

BEGINNING at point in the east line of the said called 700.07 acre tract, the west right-of-way line of a Hidalgo County Irrigation District No. 2 Canal, a 150-foot right-of-way, and the east line of said Lot 39 of San Juan Plantation Subdivision for the southeast corner of a called 6,403.75 square foot tract of land described as Parcel 69 in Deed to Hidalgo County Regional Mobility Authority recorded in Document No. 2015-2660654, ORHCT; said point bears South 07 degrees, 17 minutes, 46 seconds West, a distance of 20.01 feet from intersection of the east line of the said called 700.07 acre tract and the original south right-of-way line of Anaya Road;

THENCE, South 07 degrees, 17 minutes, 46 seconds West, along the said east line of the called 700.07 acre tract, the said east line of Lot 39 of San Juan Plantation Subdivision, and the said west right-of-way line of the Hidalgo County Irrigation District No. 2 Canal, a distance of 1,280.33 feet to a point for the southeast corner of said Lot 39 and northeast corner of said Lot 56 of San Juan Plantation Subdivision and a re-entrant corner of the said called 700.07 acre tract;

THENCE, South 07 degrees, 16 minutes, 24 seconds West, along the east line of said Lot 56 of San Juan Plantation Subdivision and the said west right-of-way line of the Hidalgo County Irrigation District No. 2 Canal, a distance of 1,280.36 feet to a point for the northeast corner of a called 7,568.71 square foot tract of land described as Parcel 65 P-7 recorded in Document No. 2015-2660652, ORHCT; said point being North 07 degrees, 16 minutes, 24 seconds East, a distance of 20.00 feet from the original north right-of-way line of Hi-Line Road and a reentrant corner of the said called 700.07 acre tract;

THENCE, departing the said east line of Lot 56 of San Juan Plantation Subdivision and the said west right-of-way line of the Hidalgo County Irrigation District No. 2 Canal, along the north line of said Parcel 65 P-7, over and across said Lot 56, the following two (2) calls:

North 81 degrees, 24 minutes, 03 seconds West, a distance of 265.70 feet to a point for corner;

North 36 degrees, 24 minutes, 30 seconds West, a distance of 70.72 feet to a point for the northwest corner of said Parcel 65 P-7 in the east right-of-way line of State Highway 365 (SH 365), a 300-foot right-of-way at this point, and the east right-of-way line of San Juan Road;

THENCE, North 08 degrees, 35 minutes, 03 seconds East, along the said east right-of-way line of State Highway 365 (SH 365) and the said east right-of-way line of San Juan Road, over and across said Lots 56 and 39 of San Juan Plantation Subdivision, a distance of 2,459.98 feet to a point for the southwest corner of said Parcel 69;

THENCE, departing the said east right-of-way line of San Juan Road, along the north line of said Parcel 69, over and across said Lot 39 of San Juan Plantation Subdivision, the following two (2) calls:

North 53 degrees, 35 minutes, 15 seconds East, a distance of 70.71 feet to a point for corner;

South 81 degrees, 24 minutes, 34 seconds East, a distance of 207.64 feet to the **POINT OF BEGINNING**;

CONTAINING: 731,050 square feet or 16.783 acres of land, more or less.

TRACT D – PARCEL 2

DESCRIPTION, of a 1,103,420 square foot (25.331 acre) tract of land situated in Porcion 71, Narciso Cabazos Survey, Abstract No. 30 and Porcion 72, Jose Maria Balli Survey, Abstract No. 26, Hidalgo County, Texas; said tract being part of Lots 39 and 56 of the Re-Subdivision of Lots 1, and 5 to 32 Inclusive of the San Juan Plantation Subdivision, an addition to Hidalgo County, Texas according to the Plat recorded in Volume 3, Page 52, Map Records of Hidalgo County, Texas (MRHCT); said tract also being part of a called 700.07 acre tract of land described in Warranty Deed with Vendor's Lien to KVS Family Limited Partnership recorded in Document No. 2002-1048589 of the Official Records of Hidalgo County, Texas (ORHCT); said 25.331 acre tract being more particularly described as follows:

BEGINNING at point in a south line of the said called 700.07 acre tract, the east right-of-way line of a Hidalgo County Irrigation District No. 2 Canal, a 150-foot right-of-way, and the north right-of-way line of Hi-Line Road, a 40-foot right-of-way, for the southwest corner of said Lot 58 of San Juan Plantation Subdivision;

THENCE, North 07 degrees, 16 minutes, 24 seconds East, departing the said south line of the said called 700.07 acre tract and the said north right-of-way line of Hi-Line Road, along the said east right-of-way line of the Hidalgo County Irrigation District No. 2 Canal and the west line of said Lots 58, 57 and 46 of San Juan Subdivision, a distance of 1,300.39 feet to a point in a north line of the said called 700.07 acre tract for a southwest corner of a called 302.18 acre tract of land described as Tract V in General Warranty Deed to Fortco Properties, Ltd. recorded in Document No. 2018-2895970, ORHCT;

THENCE, South 81 degrees, 24 minutes, 34 seconds East, departing the said east right-of-way line of the Hidalgo County Irrigation District No. 2 Canal and the said west line of said Lot 46 of San Juan Plantation Subdivision, along the said north line of the said 700.07 acre tract and a south line of the said called 302.18 acre tract, over and across said Lot 46 of San Juan Plantation Subdivision, a distance of 863.66 feet to a point in the east line of said Lot 46 of San Juan Plantation Subdivision for a reentrant corner of the said 302.18 acre tract and a northeast corner of the said called 700.07 acre tract;

THENCE, South 08 degrees, 35 minutes, 26 seconds West, along the said east line of Lots 46, 57, and 58 of San Juan Plantation Subdivision, the west line of Lots 60 and 59 of San Juan Plantation Subdivision, and the east line of the said 700.07 acre tract, a distance of 1,300.17 feet to a point in the north right-of-way line of Hi-Line Road for a southeast corner of the said 700.07 acre tract, the southeast corner of said Lot 58 of San Juan Plantation Subdivision, and the southwest corner of said Lot 59 of San Juan Plantation Subdivision;

THENCE, North 81 degrees, 24 minutes, 03 seconds West, along the north right-of-way line of Hi-Line Road and the south line of said Lot 58 of San Juan Plantation Subdivision, a distance of 833.77 feet to the **POINT OF BEGINNING**;

CONTAINING: 1,103,420 square feet or 25.331 acres of land, more or less.

TRACT E

DESCRIPTION, of a 2,212,005 square foot (50.781 acre) tract of land situated in Porcion 71, Narciso Cabazos Survey, Abstract No. 30, Hidalgo County, Texas; said tract being all of Lot 96 and part of Lots 93 through 95 and 97 through 98 of the Re-Subdivision of Lots 1, and 5 to 32 Inclusive of the San Juan Plantation Subdivision, an addition to Hidalgo County, Texas according to the Plat recorded in Volume 3, Page 52, Map Records of Hidalgo County, Texas (MRHCT); said tract also being part of a called 700.07 acre tract of land described in Warranty Deed with Vendor's Lien to KVS Family Limited Partnership recorded in Document No. 2002-1048589 of the Official Records of Hidalgo County, Texas (ORHCT); said 50.781 acre tract being more particularly described as follows:

BEGINNING, at a point in the east right-of-way line of a Hidalgo County Irrigation District No. 2 Canal, a 100-foot right-of-way, for the southwest corner of said Lot 96 of San Juan Plantation Subdivision and the southwest corner of the said called 700.07 acre tract;

THENCE, North 08 degrees, 34 minutes, 26 seconds East, along the said east right-of-way line of the Hidalgo County Irrigation District No. 2 Canal, the west line of said Lots 95 and 96 of said San Juan Plantation Subdivision, and the west line of the said called 700.07 acre tract, a distance of 1,627.70 feet to a point in the south right-of-way line of US Highway 281 (US 281), a variable width right-of-way, for the southwest corner of a called 26,905.27 square foot tract of land described as Parcel 7 and the southeast corner of a called 1,306.24 square foot tract of land described as Parcel 4 in Special Warranty Deed to the State of Texas recorded in Document No. 2019-3035998, ORHCT; said point also being the beginning of a non-tangent curve to the right;

THENCE, departing the said east right-of-way line of the Hidalgo County Irrigation District No. 2 Canal, the said west line of Lot 95 of San Juan Plantation Subdivision, and the said west line of the called 700.07 acre tract, along the said south right-of-way line of US 281, the south line of said Parcel 7, and the south line of a called 184,167.26 square foot tract of land described as Parcel 9 in said Special Warranty Deed to the State of Texas, over and across the said called 700.07 acre tract and said Lots 93 through 94 of the San Juan Plantation Subdivision, the following six (6) calls:

In an easterly direction, along said curve to the right, having a central angle of 06 degrees, 43 minutes, 43 seconds, a radius of 5,970.50 feet, an arc distance of 701.15 feet, and a chord bearing South 76 degrees, 18 minutes, 33 seconds East, a distance of 700.75 feet to the end of said curve;

South 72 degrees, 25 minutes, 18 seconds East, a distance of 40.50 feet to a point for the beginning of a non-tangent curve to the left;

In an easterly direction, along said curve to the left, having a central angle of 08 degrees, 28 minutes, 06 seconds, a radius of 5,036.17 feet, an arc distance of 744.36 feet, and a chord bearing South 76 degrees, 16 minutes, 27 seconds East, a distance of 743.68 feet to the end of said curve;

South 81 degrees, 04 minutes, 58 seconds East, a distance of 76.08 feet to a point for corner;

South 81 degrees, 25 minutes, 41 seconds East, a distance of 266.02 feet to a point for corner;

South 36 degrees, 25 minutes, 13 seconds East, a distance of 70.70 feet to a point in the west right-of-way line of State Highway 365 (SH 365), a variable width right-of-way, for the northernmost northwest corner of a called 173,970.15 square foot tract of land described as Parcel 18 in Deed to Hidalgo County Regional Mobility Authority recorded in Document No. 2015-2583470, ORHCT;

THENCE, departing the said south right-of-way line of US 281 and the said south line of Parcel 9, along the west and northwest lines of said Parcel 18 and the west and northwest right-of-way lines of SH 365, over and across the said called 700.07 acre tract and said Lots 93, 97, and 98 of San Juan Plantation Subdivision, the following four (4) calls:

South 08 degrees, 35 minutes, 15 seconds West, a distance of 132.56 feet to a point for the beginning of a non-tangent curve to the right;

In a southwesterly direction, along said curve to the right, having a central angle of 72 degrees, 46 minutes, 24 seconds, a radius of 902.65 feet, an arc distance of 1,146.49 feet, and a chord bearing South 43 degrees, 54 minutes, 52 seconds West, a distance of 1,070.96 feet to the end of said curve;

South 82 degrees, 24 minutes, 05 seconds West, a distance of 533.15 feet to a point for corner;

South 08 degrees, 31 minutes, 13 seconds West, a distance of 72.66 feet to a point in the south line of the said called 700.07 acre tract, the south line of said Lot 97 of San Juan Plantation Subdivision, and the north right-of-way line of an Hidalgo County Irrigation District No. 2 Canal for the southwest corner of said Parcel 18;

THENCE, South 82 degrees, 24 minutes, 26 seconds West, along the said south line of the called 700.07 acre tract, the south lines of said Lots 93, 96, and 97 of San Juan Plantation Subdivision, and the said north right-of-way line of the Hidalgo County Irrigation District No. 2 Canal, a distance of 769.67 feet to the **POINT OF BEGINNING**;

CONTAINING: 2,212,005 square feet or 50.781 acres of land, more or less.

TRACT F – PARCEL 1

DESCRIPTION, of a 68,596 square foot (1.575 acre) tract of land situated in Porcion 71, Narciso Cabazos Survey, Abstract No. 30, Hidalgo County, Texas; said tract being part of Lot 98 of the Re-Subdivision of Lots 1, and 5 to 32 Inclusive of the San Juan Plantation Subdivision, an addition to Hidalgo County, Texas according to the Plat recorded in Volume 3, Page 52, Map Records of Hidalgo County, Texas (MRHCT); said tract also being part of a called 700.07 acre tract of land described in Warranty Deed with Vendor's Lien to KVS Family Limited Partnership recorded in Document No. 2002-1048589 of the Official Records of Hidalgo County, Texas (ORHCT); said 1.575 acre tract being more particularly described as follows:

BEGINNING, at a point in the north right-of-way line of a Hidalgo County Irrigation District No. 2 Canal, the south line of the said called 700.07 acre tract, and the south right-of-way line of State Highway 365 (SH 365) for the southwest corner of said Lot 98 of San Juan Plantation Subdivision, the southeast corner of Lot 97 of San Juan Plantation Subdivision, and the southernmost southeast corner of a called 173,970.15 square foot tract of land described as Parcel 18 in Deed to Hidalgo County Regional Mobility Authority recorded in Document No. 2015-2583470, ORHCT;

THENCE, North 08 degrees, 31 minutes, 13 seconds East, departing the said north right-of-way line of the Hidalgo County Irrigation District No. 2 Canal and the said south line of the called 700.07 acre tract, along the east line of said Lot 97 of San Juan Plantation Subdivision, the west line of said Lot 98 of San Juan Plantation Subdivision, the westernmost east line of said Parcel 18, and the westernmost east right-of-way line of SH 365, over and across the said called 700.07 acre tract, a distance of 9.70 feet to a point for a reentrant corner of said Parcel 18 and the beginning of a non-tangent curve to the left;

THENCE, departing the said east line of Lot 97 and the said west line of Lot 98 of San Juan Plantation Subdivision, along the south line of said Parcel 18 and the south right-of-way line of said SH 365, over and across the said called 700.07 acre tract and said Lot 98 of San Juan Plantation Subdivision, the following four (4) calls:

In a northeasterly direction, along said curve to the left, having a central angle of 30 degrees, 43 minutes, 21 seconds, a radius of 987.51 feet, an arc distance of 529.51 feet, and a chord bearing North 58 degrees, 56 minutes, 41 seconds East, a distance of 523.19 feet to a point for the end of said curve;

North 86 degrees, 16 minutes, 47 seconds East, a distance of 36.35 feet to a point for corner;

South 50 degrees, 15 minutes, 48 seconds East, a distance of 134.83 feet to a point for the beginning of a non-tangent curve to the right;

In a southeasterly direction, along said curve to the right, having a central angle of 41 degrees, 54 minutes, 30 seconds, a radius of 173.37 feet, an arc distance of 126.81 feet, and a chord bearing South 28 degrees, 14 minutes, 17 seconds East, a distance of 124.00 feet to a point in the said south line of the called 700.07 acre tract, the south line of said Lot 98 of San Juan Plantation Subdivision, and the said north right-of-way line of the Hidalgo County Irrigation District No. 2 Canal for the northernmost southwest corner of said Parcel 18;

THENCE, South 82 degrees, 24 minutes, 26 seconds West, departing the said south line of SH 365, along the said south line of the called 700.07 acre tract, the said south line of Lot 98 of San Juan Plantation Subdivision, and the said north right-of-way line of the Hidalgo County Irrigation District No. 2 Canal, a distance of 654.00 feet to the **POINT OF BEGINNING**;

CONTAINING: 68,596 square feet or 1.575 acres of land, more or less.

TRACT F – PARCEL 2

DESCRIPTION, of a 421,691 square foot (9.681 acre) tract of land situated in Porcion 71, Narciso Cabazos Survey, Abstract No. 30, Hidalgo County, Texas; said tract being part of Lot 92, 93, and 98 of the Re-Subdivision of Lots 1, and 5 to 32 Inclusive of the San Juan Plantation Subdivision, an addition to Hidalgo County, Texas according to the Plat recorded in Volume 3, Page 52, Map Records of Hidalgo County, Texas (MRHCT); said tract also being part of a called 700.07 acre tract of land described in Warranty Deed with Vendor's Lien to KVS Family Limited Partnership recorded in Document No. 2002-1048589 of the Official Records of Hidalgo County, Texas (ORHCT); said 9.681 acre tract being more particularly described as follows:

BEGINNING, at a point in the south right-of-way line of US Highway 281 (US 281), a variable width right-of-way, and the west right-of-way line of a Hidalgo County Irrigation District No. 2 Canal, a 100-foot right-of-way at this point, and the east line of said Lot 92 of San Juan Plantation Subdivision for the southeast corner of a called 56,158.27 square foot tract of land described as Parcel 10 in Special Warranty Deed to the State of Texas recorded in Document No. 2019-3035998, ORHCT and the southwest corner of a called 14,110.00 square foot tract of land described in Special Warranty Deed to the State of Texas recorded in Document No. 2015-2582667, ORHCT, and Special Warranty to the State of Texas recorded in Document No. 2019-3035998, ORHCT;

THENCE, South 07 degrees, 17 minutes, 33 seconds West, departing the said south right-of-way line of US 281, along the said west right-of-way line of the Hidalgo County Irrigation District No. 2 Canal and the said east line of Lot 92 of San Juan Plantation Subdivision, over and across the said called 700.07 acre tract, a distance of 431.99 feet to a point for corner in the north right-of-way line of another Hidalgo County Irrigation District No. 2 Canal, a variable width right-of-way, and the south line of the said called 700.07 acre tract;

THENCE, along the said north right-of-way line of the Hidalgo County Irrigation District No. 2 Canal and the said south line of the called 700.07 acre tract, the following six (6) calls:

South 07 degrees, 17 minutes, 12 seconds West, along the said east line of Lot 92 of San Juan Plantation Subdivision, a distance of 146.56 feet to a point for the northernmost southeast corner of said Lot 92 of San Juan Plantation Subdivision;

North 82 degrees, 26 minutes, 34 seconds West, distance of 148.20 feet to a point for a reentrant corner of said Lot 92 of San Juan Plantation Subdivision;

South 08 degrees, 13 minutes, 42 seconds West, a distance of 340.00 feet to a point for the southernmost southeast corner of said Lot 92 of San Juan Plantation Subdivision;

North 88 degrees, 51 minutes, 34 seconds West, a distance of 270.06 feet to a point for the southwest corner of said Lot 92 of San Juan Plantation Subdivision;

North 08 degrees, 35 minutes, 26 seconds East, along the west line of said Lot 92 and the east line of said Lot 98 of San Juan Plantation Subdivision, a distance of 53.79 feet to a point for the southeast corner of said Lot 98 of San Juan Plantation Subdivision;

South 82 degrees, 24 minutes, 26 seconds West, departing the said west line of Lot 92 and the said east line of Lot 98 of San Juan Plantation Subdivision, along the said south line of said Lot 98 of San Juan Plantation Subdivision, a distance of 19.67 feet to a point

in the east right-of-way line of State Highway 365 (SH 365) for the northernmost southeast corner of a called 173,970.15 square foot tract of land described as Parcel 18 in Deed to Hidalgo County Regional Mobility Authority recorded in Document No. 2015-2583470, ORHCT;

THENCE, departing the said north right-of-way line of the Hidalgo County Irrigation District No. 2 Canal, the said south line of the called 700.07 acre tract, and the said south line of Lot 98 of San Juan Plantation Subdivision, along the said east right-of-way line of SH 365 and the east line of said Parcel 18, over and across Lots 98 and 93 of San Juan Plantation Subdivision and the said called 700.07 acre tract the following six (6) calls:

North 08 degrees, 31 minutes, 42 seconds East, a distance of 109.39 feet to a point for corner and the beginning of a non-tangent curve to the left;

In a northerly direction, along said curve to the left, having a central angle of 19 degrees, 02 minutes, 38 seconds, a radius of 233.46 feet, an arc distance of 77.60 feet, and a chord bearing North 44 degrees, 47 minutes, 15 seconds West, a distance of 77.24 feet to the end of said curve;

North 50 degrees, 22 minutes, 07 seconds West, a distance of 130.30 feet to a point for corner;

North 05 degrees, 22 minutes, 34 seconds West, a distance of 36.85 feet to a point for corner and the beginning of a non-tangent curve to the left;

In a northeasterly direction, along said curve to the left, having a central angle of 27 degrees, 46 minutes, 46 seconds, a radius of 987.51 feet, an arc distance of 478.79 feet, and a chord bearing North 22 degrees, 40 minutes, 14 seconds East, a distance of 474.11 feet to the end of said curve;

North 08 degrees, 35 minutes, 15 seconds East, a distance of 132.49 feet to a point in the south right-of-way line of said US 281 for the southernmost southeast corner of a called 184,167.26 square foot tract of land described as Parcel 9 in Special Warranty Deed to the State of Texas recorded in Document No. 2019-3035998, ORHCT, and the northeast corner of said Parcel 18;

THENCE, departing the said east right-of-way line of SH 365, along the said south right-of-way line of US 281, the south line of said Parcel 9 and the south line of said Parcel 10, over an across said Lots 93 and 92 of San Juan Plantation Subdivision and the said called 700.07 acre tract, the following three (3) calls:

North 53 degrees, 27 minutes, 44 seconds East, a distance of 71.48 feet to a point for corner;

South 81 degrees, 26 minutes, 03 seconds East, a distance of 259.62 feet to a point for the beginning of a non-tangent curve to the left;

In an easterly direction, along said curve to the left, having a central angle of 02 degrees, 00 minutes, 47 seconds, a radius of 5,036.49 feet, an arc distance of 176.96 feet, and a chord bearing South 83 degrees, 25 minutes, 35 seconds East, a distance of 176.95 feet to the **POINT OF BEGINNING**;

CONTAINING: 421,691 square feet or 9.681 acres of land, more or less.

TRACT F – PARCEL 3

DESCRIPTION, of a 2,704,426 square foot (62.085 acre) tract of land situated in Porcion 72, Jose Maria Balli Survey, Abstract No. 26, Hidalgo County, Texas; said tract being part of Lots 89 through 91 and Lots 100 through 101 and all of Lot 99 of the Re-Subdivision of Lots 1, and 5 to 32 Inclusive of the San Juan Plantation Subdivision, an addition to Hidalgo County, Texas according to the Plat recorded in Volume 3, Page 52, Map Records of Hidalgo County, Texas (MRHCT); said tract also being part of a called 700.07 acre tract of land described in Warranty Deed with Vendor's Lien to KVS Family Limited Partnership recorded in Document No. 2002-1048589 of the Official Records of Hidalgo County, Texas (ORHCT); said 62.085 acre tract being more particularly described as follows:

BEGINNING at point in the south right-of-way line of US Highway 281 (US 281), a 100-foot right-of-way at this point, the east line of said Lot 89 of San Juan Plantation Subdivision, the east line of the said called 700.07 acre tract, and the west line of that certain tract of land described in Warranty Deed to Fortco Properties, Ltd. recorded in Document No. 2017-2826305, ORHCT, for the southeast corner of that certain tract of land described in Right-of-Way Easement to the State of Texas recorded in Volume 648, Page 212 of the Deed Records of Hidalgo County, Texas (DRHCT);

THENCE, South 08 degrees, 34 minutes, 26 seconds West, departing the said south right-of-way line of US 281, along the said east line of Lot 89 of San Juan Plantation Subdivision, the said east line of the called 700.07 acre tract, the west line of the Fortco Properties tract, passing a reentrant corner of said Lot 89 and the southwest corner of the said Fortco Properties tract and the northwest corner of that certain tract of land described in General Warranty Deed to Fortco Properties, Ltd. recorded in Document No. 2018-28955970, ORHCT, and continuing along the projection of the said east line of Lot 89 and the west line of the aforesaid Fortco Properties tract, over and across said Lots 100 and 101 of San Juan Plantation Subdivision, a distance of 1,750.77 feet to a point in the north line of a Hidalgo County Irrigation District No. 2 Canal and the south line of said Lot 101 of San Juan Plantation Subdivision for the southeast corner of the said called 700.07 acre tract;

THENCE, along the south line of the said called 700.07 acre tract, the said north line of the Hidalgo County Irrigation District No. Canal, and the south lines of Lots 101, 99, and 91 of San Juan Plantation Subdivision, the following six (6) calls:

North 67 degrees, 51 minutes, 34 seconds West, a distance of 1,081.39 feet to a point for corner;

North 51 degrees, 56 minutes, 34 seconds West, a distance of 311.99 feet to a point for corner;

North 08 degrees, 06 minutes, 34 seconds West, a distance of 270.00 feet to a point for corner;

North 50 degrees, 05 minutes, 34 seconds West, a distance of 690.00 feet to a point for corner;

North 00 degrees, 53 minutes, 26 seconds East, a distance of 150.00 feet to a point for corner;

North 78 degrees, 24 minutes, 34 seconds West, a distance of 122.65 feet to a point in the east line of another Hidalgo County Irrigation District No. 2 Canal, a 100-foot right-of-way, for the southwest corner of said Lot 91 of San Juan Plantation Subdivision;

THENCE, North 07 degrees, 17 minutes, 26 seconds East, departing the said south line of the called 700.07 acre tract, along the said east line of the Hidalgo County Irrigation District No. 2 Canal, and the west line of said Lot 91 of San Juan Plantation Subdivision, over and across the said called 700.07 acre tract, a distance of 433.16 feet to a point in the said south right-of-way line of US 281 for the southwest corner of a called 93,075.55 square foot tract of land described as Parcel 15 in Special Warranty Deed to the State of Texas recorded in Document No. 2019-3035998, ORHCT, and the southeast corner of a called 14,110.00 square foot tract of land described as Parcel 14 in Deed to the State of Texas recorded in Document No. 2015-2582667, ORHCT, and in Special Warranty Deed to the State of Texas recorded in Document No. 2019-3035998, ORHCT; said point also being the beginning of a non-tangent curve to the left;

THENCE, departing the said east right-of-way line of the Hidalgo County Irrigation District No. 2 Canal and the said west line of Lot 91 of San Juan Plantation Subdivision, along the said south right-of-way line of US 281, the south line of said Parcel 15, the south line of a called 9,082.02 square foot tract of land described as Parcel 17 in Special Warranty Deed to the State of Texas recorded in Document No. 2019-2035998, ORHCT, and the said State of Texas tract (Volume 648, Page 212), over and across the said called 700.07 acre tract and said Lots 91, 90, and 89 of San Juan Plantation Subdivision, the following five (5) calls:

In an easterly direction, along said curve to the left, having a central angle of 05 degrees, 06 minutes, 16 seconds, a radius of 5,036.49 feet, an arc distance of 448.70 feet, and a chord bearing South 88 degrees, 07 minutes, 22 seconds East, a distance of 448.56 feet to the beginning of a reverse curve to the right;

In an easterly direction, along said curve to the right, having a central angle of 08 degrees, 02 minutes, 39 seconds, a radius of 5,974.23 feet, an arc distance of 838.77 feet, and a chord bearing South 85 degrees, 39 minutes, 55 seconds East, a distance of 838.08 feet to the end of said curve;

South 81 degrees, 27 minutes, 03 seconds East, a distance of 381.04 feet to a point for corner;

South 84 degrees, 24 minutes, 21 seconds East, a distance of 452.26 feet to a point for corner;

South 81 degrees, 26 minutes, 04 seconds East, a distance of 27.95 feet to the **POINT OF BEGINNING**;

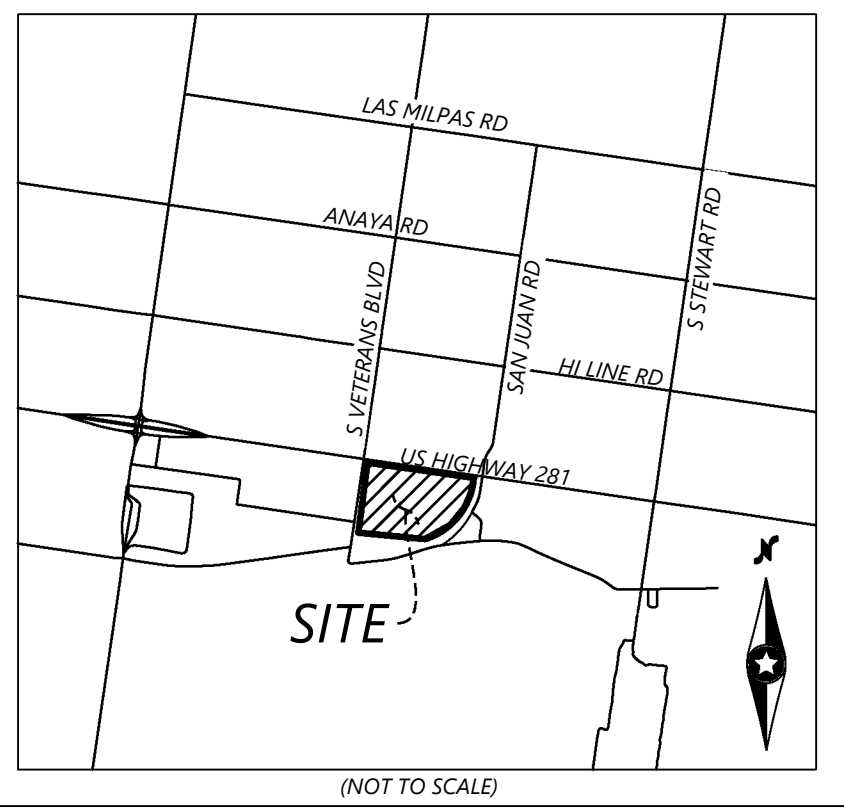
CONTAINING: 2,704,426 square feet or 62.085 acres of land, more or less.



Property Description

A 49.49 ACRE TRACT SITUATED IN NARCISO CABAZOS SURVEY, ABSTRACT NO. 30, HIDALGO COUNTY, TEXAS BEING OUT OF LOTS 93, 94, 95, 96, 97 AND 98, BLOCKS 31 AND 32 OF THE SAN JUAN PLANTATION SUBDIVISION, LOCATED ON THE SOUTH SIDE OF EAST U.S. HIGHWAY 281 (MILITARY HIGHWAY), APPROXIMATELY 800 FT. EAST OF SOUTH VETERANS BOULEVARD, IN THE CITY OF PHARR'S EXTRATERRITORIAL JURISDICTION (ETJ) IN HIDALGO COUNTY, TEXAS.

VICINITY MAP



SCH. B EXCEPTIONS

The following notes correspond to the numbering system of the above mentioned title commitment:

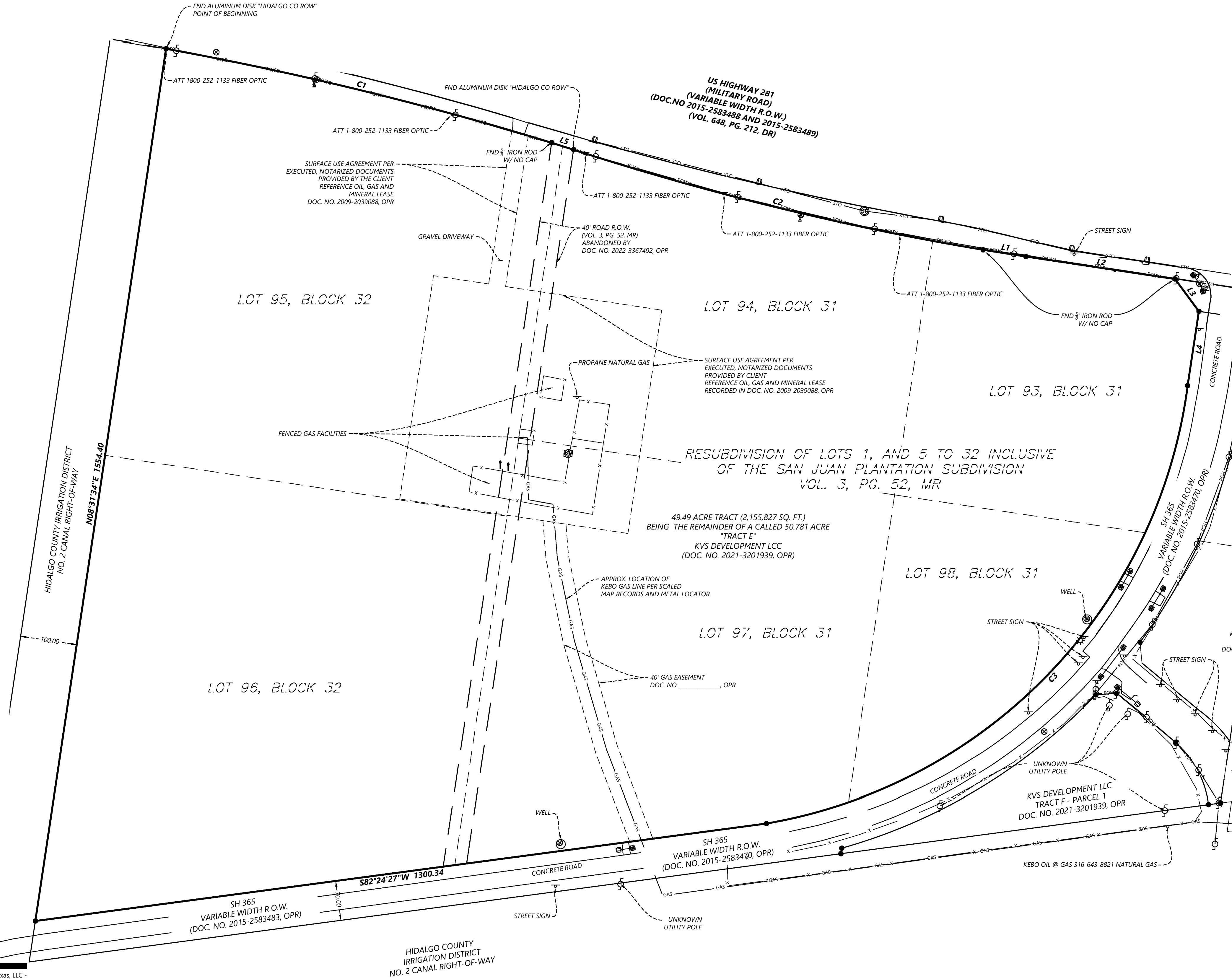
10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
- e. Easement created in instrument executed by F E Knapp and J A Knapp to State of Texas, dated July 16, 1948, filed July 20, 1948, recorded in Volume 648, Page 212, Real Property Records, Hidalgo County, Texas. Does not affect subject property, original US Highway 281 Deed.
 - f. Intentionally Deleted.
 - g. Intentionally Deleted.
 - h. Intentionally Deleted.
 - i. Water Line Easement created in instrument executed by KVS Family Limited Partnership to Hidalgo County Regional Mobility Authority, dated March 6, 2015, filed April 27, recorded in 20152605961, Real Property Records, Hidalgo County, Texas. Does not affect subject property.
 - j. Intentionally Deleted.
 - k. Intentionally Deleted.
 - l. Terms and provision of Memorandum Agreement by and between KVS Development, LLC and MITP Partners, LLC dated March 3, 2021, filed March 5, 2021, recorded in 3199352, Real Property Records, Hidalgo County, Texas. Blanket in Nature, not plottable.
 - m. Easement and condition as shown on the Maps recorded in Volume 1, Page 45 and Volume 3, Page 52, both in Map Records of Hidalgo County, Texas. Blanket in Nature, not plottable.
 - n. Intentionally Deleted.
 - o. Statutory rights, rules and regulation in favor of Hidalgo County Drainage District #1 pursuant to applicable sections of Texas Water Code. Blanket in Nature, not plottable.
 - p. Intentionally Deleted.
 - r. Any part of the herein described property lying within canal right of way claimed in fee simple by Hidalgo County Irrigation District No. 2.
 - s. Subject to the subdivision regulation of the County of Hidalgo and/or Ordinances or governmental regulation of the City in which the property may be located or holding extra-territorial jurisdiction of said property.
 - t. Intentionally Deleted.

CERTIFICATION

To Majestic/KVS Partners Phase I, LLC, First National Title Insurance Company, and Capital Title of Texas, LLC - Dallas Center:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 7(a), 8, 11(a), 13, 16, and 18 of Table A thereof. The field work was completed on 04/05/2022.

Ethan C. Oelke
Ethan C. Oelke, R.P.L.S.
Texas License No. 6926, Expiration 12/31/2023
ethan.oelke@westwoodps.com

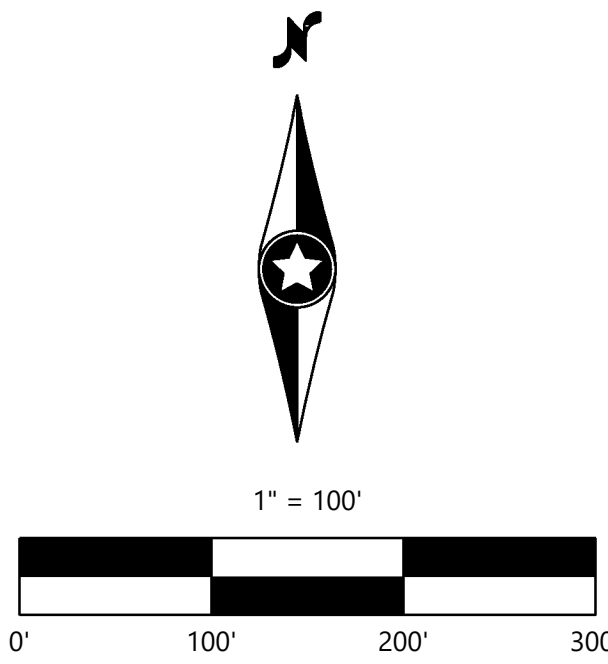


LEGEND

	NATURAL GAS VALVE		STORM SEWER
	WELL		CURB & GUTTER
	HAND HOLE/JUNCTION BOX		GAS LINE
	SIGN (AS-NOTED)		POWER OVERHEAD
	BOLLARD/POST		FIBER OPTIC
	STREET LIGHT		FENCE LINE
	NATURAL GAS RISER/SERVICE		CONCRETE SURFACE
	POWER POLE		ASPHALT SURFACE
	GATE VALVE		FOUND MONUMENT (SEE LABEL)
	GUY WIRE		SET 1/2" IRON ROD W/ ORANGE CAP "WESTWOOD" UNLESS OTHERWISE NOTED
	STEEL/WOOD POST		HIDALGO COUNTY OFFICIAL PUBLIC RECORDS
	RIGHT-OF-WAY LINE		HIDALGO COUNTY MAP RECORDS
	STUB		HIDALGO COUNTY DEED RECORDS
	STORM MANHOLE		
	CURB INLET		

TABLE A ITEMS

- Monuments placed at all major corners of the boundary of the property.
- The subject property has not been assigned an address, but has frontage on US Highway 281 and SH 365.
- The foregoing property is located within Zone C according to FEMA FIRM Panel Nos. 4803340500B, dated January 2, 1981. Zone C is not within a 100-year flood zone.
- Subject tract area is 49.4909 acres, or 2,155,827 square feet.
- No buildings were found on site.
- Substantial features observed in the process of conducting the survey are shown hereon.
- Evidence of underground utilities existing on or serving the surveyed property as determined by Texas811 ticket No. 2257523025, and 2257522768 placed on March 16, 2022. Utilities notified were AEP Texas, AT&T, Valley Telephone Coop Inc, and Windstream.
- Names of adjoining owners of platted lands according to current public records are shown hereon.
- No evidence of earth moving work and construction was found on site.
- All plottable offsite easements or servitudes disclosed in documents provided or obtained are shown hereon.



GENERAL NOTES

- Bearings are based on the North American Datum of 1983 (2011 Adjustment), Texas State Plane Coordinate System for the South Zone, 4205.
- This survey was completed using Title Commitment File No. 22-665685-DC, with effective date November 4, 2022, provided by First National Title Insurance Company.
- Reference field note description prepared this same date.

Line Table		
Line #	Length	Direction
L1	76.08	S81°04'36"E
L2	266.02	S81°25'19"E
L3	70.70	S36°24'51"E
L4	132.56	S08°35'37"W
L5	40.50	S72°25'20"E

Curve Table				
Curve #	Length	Radius	Delta	Chord Bearing
C1	700.28	5970.50	006°43'13"	S 76°17'54" E 699.88
C2	744.37	5036.17	008°28'07"	S 76°16'03" E 743.69
C3	1146.49	902.65	072°46'24"	S 43°55'14" W 1070.96

Majestic Realty

ALTA/NSPS LAND
TITLE SURVEY

A 49.49 ACRE TRACT OUT OF LOTS 93, 94, 97, AND 98, BLOCK 31, LOTS 95 AND 96, BLOCK 32, AND A PORTION OF A 40-FOOT ROAD (NOT IN USE), AS SHOWN ON THE RE-SUBDIVISION OF LOTS 1, AND 5 TO 32 INCLUSIVE OF THE SAN JUAN PLANTATION SUBDIVISION, RECORDED IN VOL. 3, PG. 52, HIDALGO COUNTY PLAT RECORDS, BEING THE REMAINDER OF A CALLED 50.781 ACRE "TRACT E", RECORDED IN DOCUMENT NO. 2021-3201939, HIDALGO COUNTY OFFICIAL PUBLIC RECORDS
HIDALGO COUNTY, TEXAS

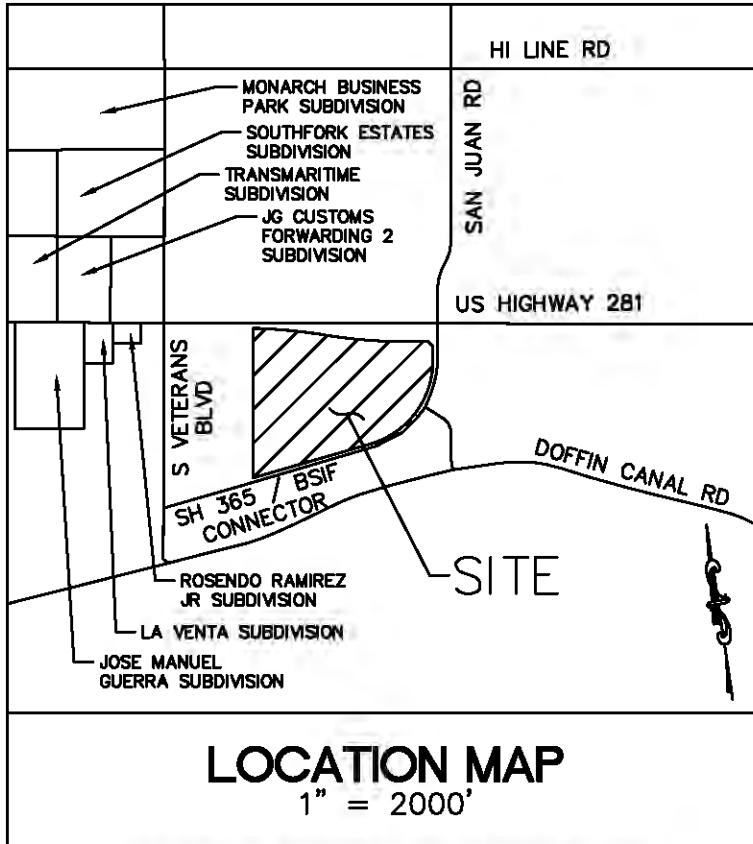
Westwood

Phone (210) 265-8300 211 North Loop 1604 East, Suite 205
Tel Fax (888) 937-5150 San Antonio, TX 78232
westwoodps.com
Westwood Professional Services, Inc.
TPELS ENGINEERING FIRM REGISTRATION NO. 11756
TPELS SURVEYING FIRM REGISTRATION NO. 10074301

SHEET NUMBER:

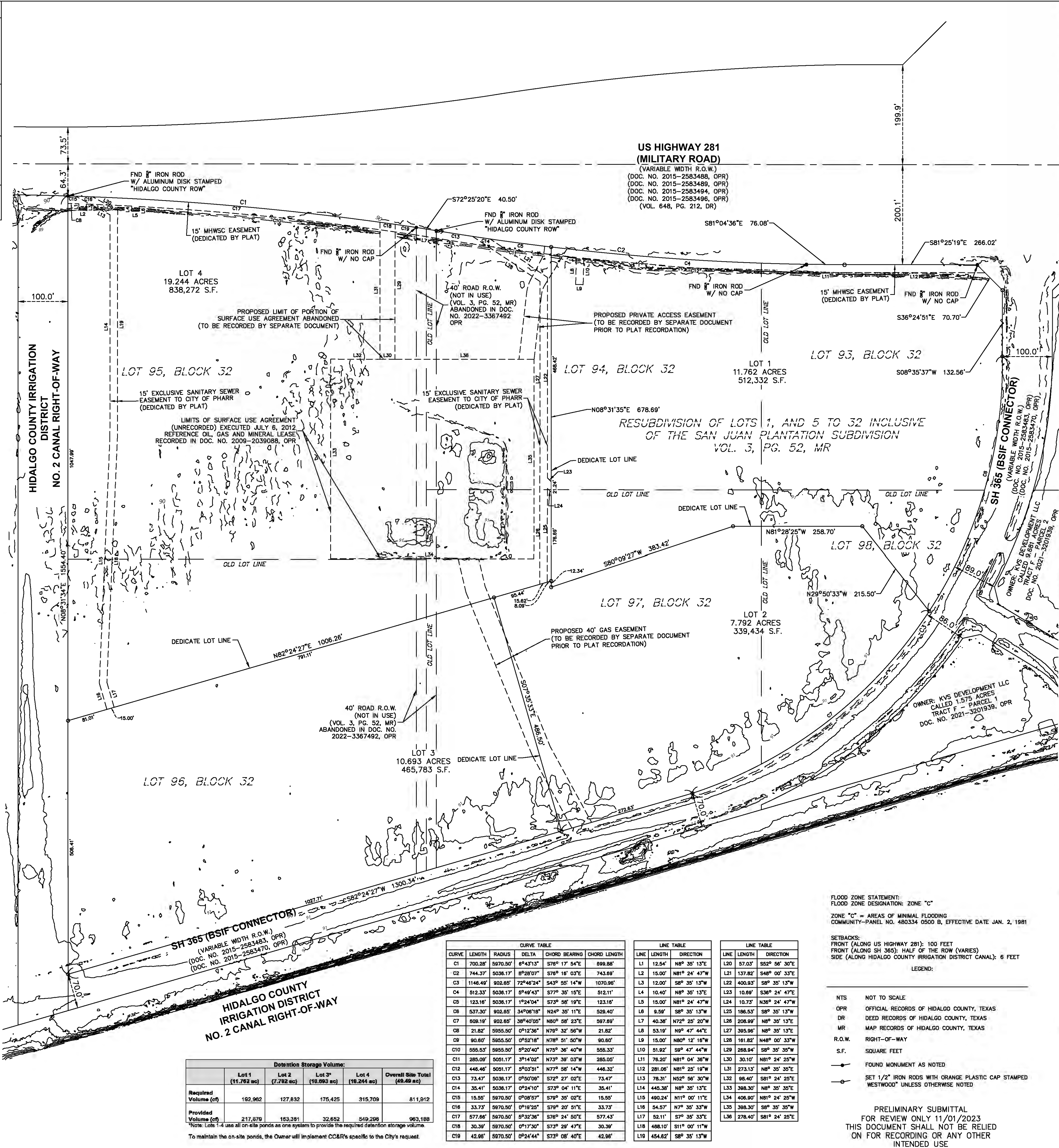
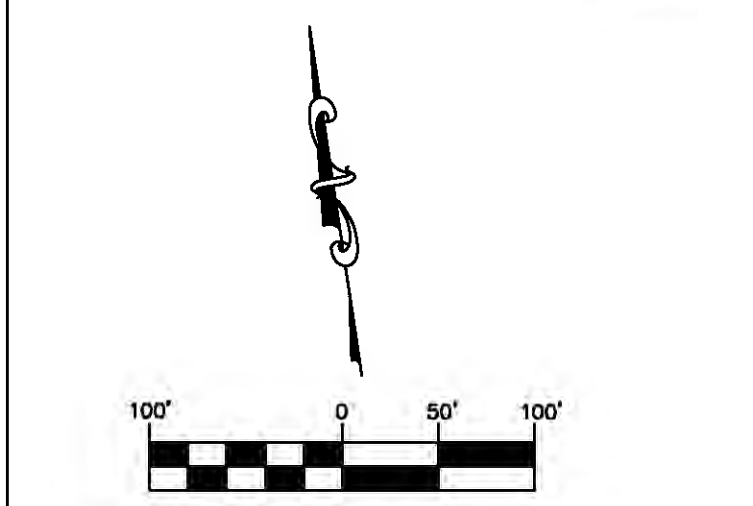
1 OF 1

DATE: 01/20/2023



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF MUNICIPALITIES

MAJESTIC INTERNATIONAL TRADE PORT: PHASE 1A SUBDIVISION IS LOCATED WITHIN 1 MILE OF THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF PHARR, ACCORDING TO THE OFFICIAL MAP IN THE OFFICES OF THE SECRETARY OF THE CITY OF PHARR AND HIDALGO COUNTY PLANNING DEPARTMENT



COUNTY OF HIDALGO
STATE OF TEXAS

49.49 ACRE TRACT

PROJ. 39524.00
MITP Phase 1A

FIELD NOTE DESCRIPTION of a 49.49 acre tract situated in Porcion 71, Narciso Cabazos Survey, Abstract No. 30, Hidalgo County, Texas, being out of Lots 93, 94, 97, and 98, Block 31, Lots 95 and 96, Block 32, as shown on the Resubdivision of Lots 1, and 5 to 32 Inclusive of the San Juan Plantation Subdivision, recorded in Volume 3, Page 52, Hidalgo County Map Records, said 49.49 acre tract also being the remaining portion of a called 50.781 acre Tract "E", recorded in Document No. 2021-3201939, Hidalgo County Official Public Records; in all, said 49.49 acre tract being more particularly described as follows:

BEGINNING at an aluminum disk stamped "HIDALGO COUNTY ROW" found at the intersection of the east line of a Hidalgo County Irrigation District No. 2 canal right-of-way (100-foot wide) and the south line of US Highway 281, also known as Military Road, a variable-width right-of-way, also being on the west line of said Lot 95, for the northwest corner of said Tract "E" and the herein described tract of land;

THENCE, along the south line of said US Highway 281, the following courses:

Along the arc of a non-tangent curve to the right, having an arc length of 700.28 feet, a radius of 5970.50 feet, a delta of 06° 43' 13", and a chord bearing and distance of S 76° 17' 54" E, 699.88 feet to a 5/8" iron rod found for a point of tangency on the west line of a 40-foot road as shown on said plat of San Juan Plantation Subdivision, abandoned in Document No. 2022-3367492, said Official Public Records;

Crossing said abandoned 40-foot road, S 72° 25' 20" E, passing the common east line of said Lot 95 and west line of said Lot 94, and continuing in all a total distance of 40.50 feet to an aluminum disk stamped "HIDALGO COUNTY ROW" found on the east line of said abandoned 40-foot road at the beginning of a tangent curve to the left,

Along the arc of said curve, having an arc length of 744.37 feet, a radius of 5036.17 feet, a delta of 08° 28' 07", and a chord bearing and distance of S 76° 16' 03" E, passing the common east line of said Lot 94 and west line of said Lot 93, and continuing in all a total distance of 743.69 feet to a 5/8" iron rod found for a point of tangency,

S 81° 04' 36" E, 76.08 feet to a 1/2" iron rod set with "WESTWOOD 6530" cap for an angle point,

S 81° 25' 19" E, 266.02 feet to a 5/8" iron rod found for the north cutback corner of the intersection of said US Highway 281 and SH 365, a variable width right-of-way, recorded in Document Nos. 2015-2583470 and 2015-2583483, said Official Public Records, and

S 36° 24' 51" E, 70.70 feet to a ½" iron rod set with "WESTWOOD 6530" cap for the south cutback corner of the intersection of said US Highway 281 and said SH 365;

THENCE, along the east and south lines of said SH 365, the following courses:

S 08° 35' 37" W, 132.56 feet to a ½" iron rod set with "WESTWOOD 6530" cap for a point of curvature at the beginning of a tangent curve to the right,

Along the arc of said curve, having an arc length of 1146.49 feet, a radius of 902.65 feet, a delta of 72° 46' 24", and a chord bearing and distance of S 43° 55' 14" W, passing the common south line of said Lot 93 and north line of said Lot 98, then passing the common west line of said Lot 98 and east line of said Lot 97, and continuing in all a total distance of 1070.96 feet to a ½" iron rod set with "WESTWOOD 6530" cap for a point of tangency, and

S 82° 24' 27" W, passing the east line of said abandoned 40-foot road, the common west line of said Lot 97 and east line of said Lot 96, and the west line of said abandoned 40-foot road, respectively, and continuing in all a total distance of 1300.34 feet to a ½" iron rod set with "WESTWOOD 6530" cap on the common east line of said Hidalgo County Irrigation District No. 2 Canal and west line of said Tract "E", also being the west line of said Lot 96, for the southwest corner of the herein described tract of land;

THENCE, along the aforementioned common line, N 08° 31' 34" E, passing the common north line of said Lot 96 and south line of said Lot 95, and continuing in all a total distance of 1554.40 feet to the **POINT OF BEGINNING**.

Containing in all, 2,155,827 square feet of land or 49.49 acres, more or less. Bearings based on Texas State Plane Coordinate System for the South Zone, 4205 (NAD83, 2011 Adjustment).



Ethan Oelke

EXHIBIT A
SERVICE PLAN

I. ANNEXATION AREAS

The annexation areas are located on the south side of East U.S. Highway 281 (Military Highway), approximately 800 ft. east of South Veterans Boulevard. The property is approximately **49.49 AC** and is illustrated in EXHIBIT A and further described below:

OWNER: KVS Development, LLC, a Texas Limited Liability Company

A 49.49 ACRE TRACT SITUATED IN NARCISO CABAZOS SURVEY, ABSTRACT NO. 30, HIDALGO COUNTY, TEXAS BEING OUT OF LOTS 93, 94, 95, 96, 97 AND 98, BLOCKS 31 AND 32 OF THE SAN JUAN PLANTATION SUBDIVISION, LOCATED ON THE SOUTH SIDE OF EAST U.S. HIGHWAY 281 (MILITARY HIGHWAY), APPROXIMATELY 800 FT. EAST OF SOUTH VETERANS BOULEVARD, IN THE CITY OF PHARR'S EXTRATERRITORIAL JURISDICTION (ETJ) IN HIDALGO COUNTY, TEXAS.

II. SERVICE COMPONENTS

This plan contains two service components: A) Municipal Service Plan B) Capital Improvement Program.

A. MUNICIPAL SERVICE PLAN

As required by TLGC 43.056 B), certain municipal services will be provided by the City of Pharr immediately upon the effective date of annexation. These services include:

- Police Protection
- Fire Protection
- Emergency medical services
- Solid waste collection, except as provided by Subsection 43.056 (o);
- Operation and maintenance of water and wastewater facilities in the annexed area that are not within the service area of another water or wastewater utility;
- Operation and maintenance of roads and streets, including road and street lighting; *
- Operation and maintenance of public parks, playgrounds, and swimming pools; and
- Operation and maintenance of any other publicly owned facility, building or service.

*Note: Street lighting will be maintained for fixtures located within the service territory of the City of Pharr.

1. POLICE

Existing Services: None

Services to be Provided: Currently, the area is under the jurisdiction of the Hidalgo County Sheriff's Office. However, upon annexation, the City of Pharr Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriation.

2. FIRE

Existing Services: Primary fire response is currently provided through rural fire agreement with Hidalgo County. Services will continue to be provided

Services to be Provided: Fire suppression will be available to the area upon annexation. Adequate fire suppression activities can be afforded to the annexed area within current budget appropriation. Fire prevention activities will be provided by the Fire Marshal's office as needed.

3. BUILDING INSPECTION

Existing Services: None

Services to be Provided: The Building Inspection Department will provide Code Enforcement Services upon annexation. This includes issuing building, electrical and plumbing permits for any new construction and remodeling and enforcing all other applicable codes which regulated building construction within the City of Pharr.

4. PLANNING AND ZONING

Existing Services: None

Services to be Provided: The Planning and Zoning Department's responsibility for regulating development and land use through the administration of the City of Pharr Zoning Ordinance will extend to this area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Pharr Subdivision Ordinance. These services can be provided within the department's current budget.

5. LIBRARY

Existing Services: None

Services to be Provided: Upon the effective date of annexation, free library use privileges will be available to anyone residing in this area. These privileges can be provided within the current budget appropriation.

6. HEALTH DEPARTMENT- HEALTH CODE ENFORCEMENT SERVICE

Existing Services: None

Services to be Provided: The ____Hidalgo____ County Health Department will implement the enforcement of the City of Pharr's health ordinances and regulations on the effective date of the annexation. Such services can be provided with current City of Pharr's Code Compliance and Health Division Personnel and within the current budget appropriation. In addition, animal control services will be provided to the area as needed.

7. STREET

Existing Services: County Street Maintenance

Services to be Provided: Maintenance to the street facilities will be provided by the City upon the effective date of the annexation. This service can be provided within the current budget appropriation.

8. STORM WATER MANAGEMENT

Existing Services: None

Services to be Provided: Developers will provide storm water drainage at their own expense and will be inspected by the City Engineers and/or Public Works Department at time of completions. The City will then maintain the drainage upon approval.

9. STREET LIGHTING

Existing Services: None

Services to be Provided: The City of Pharr will coordinate any request for improved street lighting with the local electric provider in accordance with standard policy.

10. TRAFFIC ENGINEERING

Existing Services: None

Services to be Provided: The Engineering Department will be able to provide, after the effective date of annexation, any additional traffic control devices.

11. WATER SERVICE

Existing Services: None

Services to be Provided: Water service to the area will be provided in accordance with the applicable codes and departmental policy. When other property develops in the adjacent area, water service shall be provided in accordance with extension ordinances. Extension of service shall comply with City codes and ordinances.

12. SANITARY SEWER SERVICE

Existing Services: None

Services to be Provided: Sanitary sewer service to the area of proposed annexation will be provided in accordance with applicable codes and departmental policy. When property develops in the adjacent areas, sanitary sewer service shall be provided in accordance with the present extension ordinance. Extension of service shall comply with applicable codes and ordinances.

13. SOLID WASTE SERVICES

Existing Services: None

Services to be Provided: Solid Waste Collection shall be provided to the area of annexation in accordance with the present ordinance. Service shall comply with existing City policies, beginning with occupancy of structures.

14. ADDITIONAL SERVICES

All other applicable municipal services will be provided to the area in accordance with the City of Pharr's established policies governing extension of municipal services to newly annexed areas.

B. CAPITAL IMPROVEMENTS

The City, from time to time, include construction of new, expanded or replacement facilities in its Capital Improvements Program (CIP). Facilities to be included in the CIP shall be determined on a City-wide basis. Priorities shall be established by the CIP plans of the City, projected growth trends, and the City Commission through its development plans and policies.

III. LEVEL OF SERVICES TO BE PROVIDED

It is the intent of the City of Pharr to provide the level of services required by State Law. The City Commission finds and determines that the services, infrastructure and infrastructure maintenance proposed by this plan are comparable to that provided to other parts of the City with topography, land use, and population density reasonably similar to the annexed area and will not reduce the level of services available to the territory prior to annexation.

Nothing in this plan shall require the City to provide a uniform level of full municipal services to each are of the City, including the annexed area, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

**EXHIBIT C - SCHEDULE FOR VOLUNTARY ANNEXATION
CITY OF PHARR, TEXAS**

DATE	ACTION/EVENT	LEGAL AUTHORITY
September 20, 2024	Submitted petition for annexation.	
October 7, 2024	Resolution to City Commission on accepting petition of annexation	
October 7, 2024	Acceptance of voluntary annexation petition request from landowners and initiation of annexation and City Commission sets a public hearing for October 21, 2024 (14 days)	TLGC 43.0671
October 8, 2024 Publish notice of public hearing AND Send notice to school district and to each public entity.	Send notice to Advance for publication on <u>October 8, 2024 for publication on October 9, 2024.</u> Post notice of public hearing on city's website and maintain until hearings are complete. School District notice. Notify each school district of possible impact w/in the period preserved for publishing the notice of the public hearing. Public Entity notices. Notify each public entity that is located in or provides services to the area proposed for annexation. Public entity includes: County, fire protection, emergency medical services provider, special district (MUD) or other district, of possible impact w/in the period prescribed for publishing the notice of public hearing.	TLGC 43.905 and 43.9051; send notice to school district and to each public entity not less than 10 days nor more than 20 days before public hearing.
October 9, 2024	Legal Notice for Public Hearing Published for the date of October 21, 2024 (12 days)	Not less than 10 days nor more than 20 days before the public hearing. TLGC 43.0673
October 21, 2024	Public Hearing – Regular CC Meeting	Governing body must provide persons in interested in the annexation the opportunity to be heard. TLGC 43.0673
October 21, 2024	First Reading of the Ordinance (after public hearing)	TLGC 43.0673
November 4, 2024 (Could also be at a special called meeting after the First Reading; OR within 90 days of First Reading)	Second Reading of the Ordinance	Second reading of annexation ordinance, City Charter, Article I, Section 5
November 18, 2024	Third and final reading of the ordinance	Third and final reading of the annexation ordinance, Article III, Section 6, City Charter
Within 30 days of Final Reading	City Sends copy of map showing boundary changes to county voter registrar in a format that is compatible with mapping format used by registrar.	Elec. Code 42.0615
Within 60 days of Final Reading of Ordinance	City provides a certified copy of ordinance and maps to: 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's office 6. City Department Heads 7. State Comptroller 8. Franchise Holders	

Legend

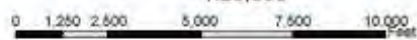
City of Pharr, Texas
Engineering Department
956.402.4221
Date: 09/10/14

...and I have many in my hand
and I will be the only one
...the only one...



Scale:

1:25,000



Pharr Engineering





Pharr

Development Services



VOLUNTARY ANNEXATION PETITION APPLICATION AND CHECKLIST

Name of Applicant: K.V. Chowdary

Date of Submittal: September 20, 2024

Proposed Acreage to be Annexed: 49.49

APPLICATION COMPLETENESS CERTIFICATION

REQUIRED DOCUMENTS	PROVIDED
Completed and Signed Application/Checklist	☐
Completed annexation petition with each owner's original signature. Must include all owners' signatures if there are multiple owners of record.	☐
A copy of the deed showing current ownership.	☐
A clear and legible copy of certified field notes (metes and bounds) describing the boundary of the property that is being petitioned for annexation with a graphic exhibit (map or plat) clearly showing the property. The boundary description and the graphic exhibit must each be contained on a 8 1/2" x 11" sheet of paper. If the property is a subdivided lot, please submit a copy of the recorded subdivision plat.	☐
If applicable, water and wastewater utilities agreement between City and applicant for extension of utilities.	☐

INSTRUCTIONS

Fill out and submit an electronic copy of the completed application package and all subsequent documentation and updates to planning@pharr-tx.gov and provide one (1) hard copy to Development Services, Planning and Zoning Division, 118 S Cage Blvd., Pharr, Texas 78577.

Property Address: E Military Hwy Hidalgo County, TX

Total Number of Acres: 49.49 Total Number of Tracts: 1

Subdivision Name: San Juan Plantation Lot(s): _____ Block(s): 31 & 32

Survey Name and Abstract No.: Narciso Cabazos Survey, Abstract No. 30

Current Land Use: Ag

Proposed Land Use and Purpose of Annexation: A planned Heavy Industrial Development totaling approximately 720,000 SF across four buildings.

[illegible]

OWNER INFORMATION – Please fill out a separate sheet for each owner of record

Owner(s) Name: KVS Development, LLC (K.V. Chowdary)

If the property ownerships is in the name of a partnership, corporation, joint venture, trust or other entity, please list the official name of the entity and the name of the managing partner.

Address: 2001 S. Cynthia St. Ste. C City: McAllen State: TX Zip Code: 78503

Phone No.: _____ Cell Phone No.: (956)655-0153

Email: _____

Owner's Signature: KVS. Chowdary Date: 9/20/24

AGENT/APPLICATION AUTHORIZATION – Please check one of the following:

☐ I will represent my petition before the city staff and the Board of Commissioners of the City of Pharr

☒ I hereby authorize the person named below to act as my agent/applicant in representing this application before the city staff and the Board of Commissioners of the City of Pharr.

Note: The agent/applicant is the official contact person for this project and the single point of contact. All correspondence and communication will be conducted with the agent/applicant. If no agent is listed, the owner will be considered the agent.

Agent/Applicant's Name: Al Sorrels

Company's Name (if applicable): Majestic Realty Co.

Address: 131 E Exchange Ave Suite 220 City: Fort Worth State: TX Zip Code: 76164

Phone No.: (972)232-3760 Cell Phone No.: (214)697-7730 Email: asorrels@majesticrealty.com

If an agent/applicant is representing the owner of the property, please complete the following information:

I hereby authorize the person named above to act as my agent/applicant in processing the application before the Board of Commissioners of the City of Pharr:

Owner's Printed Name: K.V. Chowdary

Owner's Signature: KVS. Chowdary Date: 9/20/24



Pharr

Development Services



VOLUNTARY ANNEXATION PETITION (C-3)

I, K.V. Chowdary, owner of the land described below, hereby voluntary petition the Board of Commissioners of the City of Pharr, Texas to annex the property and extend the present city limits and extraterritorial jurisdiction so as to include as part of the City of Pharr, Texas, the Property, containing approximately 49.49 acres of land, described as follows:

(Legal description of Property, Exhibit A, attached hereto)

I desire to enter into a written agreement for municipal services with the City of Pharr, pursuant to Section 43.0672 of the Local Government Code. If any portion of the Property is appraised for ad valorem tax purposes as agricultural, wildlife management use or timber land under Chapter 23 of the Tax Code, I certify that I was offered a development agreement pursuant to Section 43.016 of the Local Government Code and still requested annexation.

I certify that the above-described Property is contiguous and adjacent to the City of Pharr, Texas and that this petition is signed and duly acknowledged by each and every person, corporation, or entity having an ownership interest in said Property.

OWNER(S): (add additional signature lines for each owner)

Print Name (Owner) K.V. Chowdary Signature (Owner) KVS. Chowdary
Print Name (Owner) _____ Signature (Owner) _____

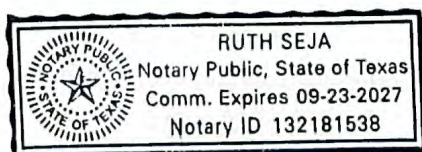
NOTARY ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF Hidalgo §

BEFORE ME, the undersigned authority, on this day personally appeared K.V. Chowdary, known to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed on behalf of the Owner.

Given under my hand and seal office this 20th day of September, 2024.



NOTARY PUBLIC in and for the
STATE OF TEXAS

Ruth Seja

Printed Name

My commission expires: 09-23-2027



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 8.A.

DATE SUBMITTED: September 25, 2024

MEETING DATE: October 7, 2024

FROM: Daniel Ramirez, Director

DEPARTMENT: Emergency Medical Services

DIRECTOR: Daniel Ramirez

Agenda Item: Consideration and action, if any, authorizing City Manager to enter into an agreement with Image Trend LLC., for Electronic Patient Care Reporting and Data Management in the amount of \$82,974.26 for Emergency Medical Services.(Project No. 2425-62-525-S02-01)**This item supports SE - Service Excellence.**

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: The current electronic patient care report system and data management does no support the needs for the EMS department.
(Project No. 2425-62-525-S02-01)

Fiscal Consideration: There were several programs evaluated, this was the best one for the price. The year one price for this project is \$82,947.26 which includes development of EPRC, data migration, billing integration, and training. Recurring yearly cost after the first year will be \$49,499.260.

Staff Recommendation: Staff recommends the move to the new system, which will help the EMS department run more efficiently.

Alternatives: There were several alternatives evaluated, Image Trend is the best fit for the EMS department.

Exclude Material from Public Packet? No

Reason: This item is not excluded.

ROUTING:

Daniel Ramirez

Mayra Gomez

Jose Pena

Ricardo Rodriguez

Jamison Merrick

City Management Office

Created/Initiated - 9/25/2024

Approved - 10/3/2024

Approved - 10/3/2024

Approved - 10/4/2024

Approved - 10/4/2024

Final Approval - 10/4/2024

Master Software and Services Agreement

CONTRACT NUMBER: 00009825.0

BETWEEN

Pharr EMS
3000 North Cage Blvd.
Pharr, TX 78577

AND

IMAGETREND®

ImageTrend, LLC
20855 Kensington Blvd.
Lakeville, Minnesota 55044

THIS AGREEMENT is made and entered into on the date last written below, by and between the ImageTrend, LLC, a Minnesota corporation (hereinafter "ImageTrend"), and Pharr EMS (hereinafter "Client"), together "the Parties."

RECITALS

WHEREAS, Client desires to have services performed by ImageTrend; or

WHEREAS, Client desires to purchase Commercial-Off-The-Shelf Software from ImageTrend; or

WHEREAS, Client desires to purchase Custom Software Development from ImageTrend; and

WHEREAS, ImageTrend possesses technical skill, knowledge, and capability in consulting and designing custom and off-the-shelf software solutions and performing technical software services and Client desires such services.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. DEFINITIONS

"Agreement" and **"This Agreement"** means this Master Software and Services Agreement, the Work Orders issued hereunder, all Attachments and Exhibits attached hereto, or any Amendments made in mutually executed hereto.

"Business Day" means a single 8 hour period occurring on a Monday, Tuesday, Wednesday, Thursday or Friday, 9:00am CST to 5:00pm CST, excluding holidays per §14(b) below. Unless specified in a Service Order, ImageTrend personnel will only perform services during Business Days.

"Business Week" means a 5 day period, beginning Monday at 9:00am CST and ending Friday at 5:00pm CST, excluding holidays per below.

"Confidential information" means the proprietary products and trade secrets, including, but not limited to, computer software, code, technical parameters, price lists, methods of pricing, customer lists, designs, software documentations, manuals, models and account tables, and any and all information maintained or developed. Information shall be considered Confidential Information if it is identified in writing as confidential or proprietary, or if disclosed verbally or visually in discussion, upon written notice specifying and describing the nature of the orally disclosed Confidential Information at that time, or within fifteen (15) days of such disclosure.

"Commercial Off The Shelf" or "COTS" means pre-designed software products which are made available for sale by ImageTrend to many customers. COTS is mutually exclusive to Custom Software or Custom IP. MOTS means Modified Off The Shelf, and is a derivative work of ImageTrend COTS Software.

"Custom IP" or "Custom Software" means software products, or other Intellectual Property, which is designed for a specific purpose, for a specific customer or CLIENT.

“Deliverable” means an intangible or tangible product, material, or service produced as a result of a Work Order, and each Deliverable is specified in the corresponding Work Order from which it is produced.

“Disclosing Party” means the party disclosing Confidential Information to the other party, see also Receiving Party.

“Effective Date” means the date upon which the last party has signed and executed this Agreement.

“Fixed Fee” means a fixed amount of compensation due in return for a fixed Deliverable.

“Governmental Entity” shall have the same meaning as “State and local government entities” as defined in the General Services Administration Acquisition Manual (GSAM) at 538.7001, as updated.

“Intellectual Property” means any intellectual property or proprietary rights in any jurisdiction, whether owned or held for use under license, whether registered or unregistered, including such rights in and to: (i) trademarks, trade dress, service marks, certification marks, logos, trade names, brand names, corporate names, assumed names and business names (“Trademarks”, which term shall include the items described in clause (viii) below); (ii) patents and any and all divisions, continuations, continuations-in-part, reissues, continuing patent applications, reexaminations or extensions thereof, any counterparts claiming priority therefrom, utility models, patents of importation/confirmation, certificates of invention, certificates of registration and like statutory rights; inventions, invention disclosures, discoveries and improvements, whether patentable or not; (iii) copyrights and works of authorship; (iv) trade secrets (including those trade secrets defined in the Uniform Trade Secrets Act and under corresponding federal, state or foreign statutory or common law), business, technical and know-how information, non-public information, and confidential information and rights to limit the use or disclosure thereof by any Person; (v) mask works; (vi) moral rights, author’s rights or rights of publicity; (vii) claims, causes of action and defenses relating to the enforcement of any of the foregoing; (viii) any applications for registration of any of the foregoing, and all renewals or extensions of any of the foregoing, whether now existing or hereafter arising; and (ix) the goodwill associated with each of the foregoing. For the avoidance of doubt, “Intellectual Property Rights” includes any and all of the foregoing related to computer software, data files, Source Code, Object Code, APIs, manuals, documentation, specifications, databases or other materials or information.

“Licensed Information” means any information pertaining to the Software which is owned by IMAGETREND and is licensed to CLIENT. Licensed Information includes such information as input form, user manuals and user documentation, interface format and input/output format, and any other materials pertaining to the Software.

“Local Travel” means travel to a destination in the Twin Cities Metro area, within 30 miles of Lakeville, MN.

“Materials” and “Expenses” means but is not limited to third party software licenses, physical hardware, test devices, or other items, reasonable travel expenses (including but not limited to food, lodging, and transportation), printing, delivery of materials, or any other cost reasonably incurred arising out of this Agreement.

“Master Services Agreement” means this document excluding Work Orders issued from this document.

“Pre-Existing Materials” means code, documentation, frameworks, development accelerators, tool sets or any other materials owned by ImageTrend and not developed as part of the services performed for

Client. It may include, without limitation, Security Framework, Dashboard, ImageTrend Frameworks, Report Writer and any other tools or Intellectual Property made or used by ImageTrend unrelated to this Agreement.

“On-Site Hour” means time an hour worked by ImageTrend personnel on Client premises, or other premises of Client’s choosing that are not ImageTrend’s corporate offices.

“Statement of Work” means the technical document which outlines a mutually agreed upon specification for particular Custom Development projects and associated costs, payment terms and acceptance procedures. This document requires client acceptance and signature prior to beginning work.

“Support” means technical support for the configuration and functioning of the products, including taking and monitoring defect reports, as defined further below in the Service Level Agreement between ImageTrend and Client.

“Software” means ImageTrend software provided to Client by ImageTrend, specifically software developed and/or written by ImageTrend. Software developed by a third-party which is purchased on behalf of Client is considered Third Party Material.

“Receiving Party” means the party receiving Confidential Information from the Disclosing Party.

“The Agreement” means collectively this Master Services Agreement, its Exhibits, all Work Orders issued from this Master Services Agreement, and all Exhibits to Work Orders.

“Third Party Material(s)” means software or other materials owned by a party other than Client or ImageTrend.

“Time and Materials Basis” means charges billable to the Client based upon each hour worked, multiplied by the hourly rate for the work, plus the cost of any Materials necessary (including but not limited to, the cost of third party software licenses, travel and accommodation expenses, or otherwise), or Materials beneficial (conditioned upon mutual assent of the parties), billed on a monthly basis in arrears.

“Work Order” means the document which outlines a mutually agreed upon set of services, products, or Deliverables and associated costs, payment terms, and acceptance procedures.

SECTION 2. TERM OF AGREEMENT

The Term of this Agreement shall be 12 months from the Effective Date of this Agreement (“Initial Term”). Upon expiration of a Term, the Term shall automatically renew under the same terms and conditions for additional subsequent 12 month term (“Renewal Term”), unless terminated under the terms of this Agreement or by otherwise giving the other party no less than 30 days of written notice prior to the last day of the then-current Term.

SECTION 3. WORK ORDERS

CREATION OF WORK ORDERS. The parties may, from time to time, work together to detail the specific engagement scope, pricing, acceptance criteria, and terms of services to be performed and Deliverables to be delivered by ImageTrend. ImageTrend will set forth these details as a Work Order. If the Work Order is for the purchase of COTS Software, the Work Order shall also outline the quantity and SKU of

each product or service as applicable. Should a Work Order contain no term regarding a topic, the terms of this Master Services Agreement shall hold instead.

LIMITATIONS OF WORK ORDERS. Work Orders may include requirements on the Client. Such requirements, when executed as part of a mutual agreed writing, form a material part of this Agreement and of the Work Order where the requirement is presented. Additionally, either party may set forth factual assumptions (“Assumption”) in each Work Order. Notwithstanding anything in this Agreement or the Work Order, a Work Order will be rendered void to the extent that ImageTrend is obligated to perform services which are impossible or impracticable. Further, a Work Order will be rendered voidable to the extent that ImageTrend is obligated to perform services materially different than originally set out in that Work Order due to an inaccurate Assumption. The parties will make commercially reasonable efforts to negotiate an alternative or modified Work Order in light of the inaccurate Assumption.

MODIFICATION OF WORK ORDERS. Any modification to the scope or tasks identified within the Work Order that change the work budget by an estimated 10 hours of work or more shall require a new modified written Work Order or written Change Order. ImageTrend shall not work on the new tasks in the modified Work Order until the Client has provided signed written acceptance of the new Work Order. The parties may waive this requirement on a case-by-case basis in writing. Modifications requiring less than an estimated 10 hours of work may be proposed and accepted verbally, with such modifications requiring less than 10 hours of work billed on a Time and Materials basis.

FEE MODEL. The Work Order will contain fee and payment terms. The following fee models are contemplated:

Model Name	Definition
Fixed Fee	ImageTrend shall perform the work outlined in the Work Order for a fixed flat fee, plus Expenses. The Fixed Fee is exclusive of Expenses unless the Work Order outlines the Expenses. The Fixed Fee model may include milestone payments, with such milestone payments outlined in the Work Order.
Time and Materials	ImageTrend shall perform the work outlined in the Work Order on a Time and Materials basis, at the rate(s) specified in the Work Order.

LEGAL EFFECT. Work Orders issued under this Master Services Agreement are incorporated by reference into this Master Services Agreement which collectively is called “the Agreement.” Work Orders do not override the terms of this Master Services Agreement unless specifically stated that they do so. Work Orders may contain their own Fee/Payment Schedules and Payment Terms; those terms are binding insofar as they concern the services or Deliverables contemplated by the Work Order. For Work Orders without their own fee and payment terms, the payment terms in the Price Sheet and Work Order Attachment below control.

CUSTOMIZED SOFTWARE DEVELOPMENT. The parties may mutually agree to a Work Order also known as a Statement of Work for the development of new or custom software, also known as “Modified Off The Shelf” or MOTS. All normal requirements of the Work Order shall apply, but additionally the parties must work together to mutually define a Statement of Work which outlines the tasks, and their timelines, to be undertaken as part of the project. Any Customized Software or MOTS Software developed under this Agreement will be Intellectual Property owned by ImageTrend. Should Client

desire ownership of any Intellectual Property developed by ImageTrend, this must be embodied by a separate, mutually executed contract. For clarity, Client shall not and will not own any ImageTrend Intellectual Property under any circumstance under this Agreement. Client may only receive a license thereto as outlined in each Work Order.

SECTION 4. PERFORMANCE OF SERVICES

COMMENCEMENT. ImageTrend shall begin services described in the Work Order subsequent mutual signed execution the Work Order. No services shall begin before mutual signed and written final acceptance of each Work Order.

USE OF KNOW HOW. ImageTrend shall use its know-how, Intellectual Property, talent, skills, and employees to perform the services. Client shall conditionally receive a license to any and all pre-existing ImageTrend Intellectual Property and Know-How used in the creation of Deliverables and delivery of services as outlined below in §6 “Licensing and Intellectual Property” and the Software Licensing Terms Attachment.

MATERIALS. Materials (including, but not limited to, third party software licenses, physical hardware, test devices, or other items and any other Material) that will be used in the development of the Software will be identified by ImageTrend to Client. ImageTrend shall acquire such Materials as the parties mutually agree should be acquired, and it shall be the Client’s responsibility to pay for those materials.

ACCEPTANCE OF SERVICES AND DELIVERABLES. ImageTrend shall deliver completed Deliverables and services to Client for acceptance. Each Work Order must detail the acceptance criteria for each Deliverable or service contained within that Work Order. If a Deliverable or services acceptance criteria is measurable objectively, it shall be complete upon satisfaction of that objective measurement without regard to either party’s satisfaction with the Deliverable. If 1) a Deliverable’s acceptance criteria is based on Client’s satisfaction with the Deliverable, or 2) no acceptance criteria is detailed, then the following default clause shall apply:

After delivery of the Deliverable or performance of the service, Client shall have no more than 15 days to: 1) accept the deliverable or service, or 2) reject the deliverable or service by providing a written rejection that reasonably sets forth the reason for the rejection and the changes required to gain Client’s acceptance, or 3) provide a written request for a 15 additional day extension to review the Deliverable or service; ImageTrend shall not unreasonably withhold approval of such 15 day extension. If Client does not provide an acceptance within the above time frame inclusive of extensions, the Deliverable or service will be deemed accepted. After delivery of the fourth revision of the service or Deliverable, the service or Deliverable shall be deemed accepted by Client.

SECTION 5. FEES, INVOICING, AND PAYMENT TERMS

PROMPT PAYMENT ACTS. IF CLIENT IS A GOVERNMENTAL ENTITY, THE FOLLOWING PARAGRAPH APPLIES: To the degree any term in this Section 5, or any payment related term in any Work Order,

conflicts with the governing prompt payment act or similar procurement act which unambiguously limits client's ability to agree or comply with any term in this section 5 or in any payment related term in any work order ("The PPA"), the term in the PPA will instead control. For clarity, unless there is an unambiguous conflict between the terms of this Section 5 or in any Work Order, the PPA shall not control and this Agreement shall still control.

FEES. Client shall owe to ImageTrend such fees as set forth in each mutually executed Work Order.

SCHEDULING NON-LOCAL TRAVEL. For air travel Client may, and is strongly advised to, schedule travel no less than 3 weeks in advance of the first on-site date by written request; ImageTrend reserves the right to approve or deny travel requests on a per-request basis. Client may also request travel by writing with 3 weeks or less advance notice; ImageTrend reserves the right to approve or deny such travel requests, and to invoice costs to Client due to scheduling changes ImageTrend must make to accommodate such a request if approved.

CANCELLATION, RESCHEDULE, OR DELAY. Client will provide to ImageTrend (10) ten business days prior written notice of Client's intent to delay, reschedule, or cancel ("Staffing Change") any service in a Work Order which requires an ImageTrend employee to perform work at a specific location or at a specific time (e.g. face-to-face meetings, on-site visits, after hours on-call status). If Client fails to provide such notice, Client shall reimburse ImageTrend for loss caused by the Staffing Change. ImageTrend shall use commercially reasonable efforts to mitigate any losses that would be incurred by a Staffing Change and due to ImageTrend by Client.

INVOICING. Unless otherwise specified in a Work Order, invoices must be paid on Net 30 terms. Any objection to an invoice must be made in writing. Client may request up to an additional 15 days to review Deliverables associated with an invoice, approval to which ImageTrend shall not unreasonably withhold. If Client does not object to an invoice, or request an extension to review Deliverables, within 15 days after receipt of the invoice then the invoice is deemed accepted and any right to object to the invoice is waived. Payment shall be made by check or by ACH transfer to ImageTrend.

REMEDIES FOR NON-PAYMENT. Should Client fail to pay per the terms of this Agreement and this Section 5, ImageTrend may; 1) suspend services under all Work Orders until such payment is made in full, and/or 2) charge a late fee at the lesser of 1.5% or the maximum allowed by law, and/or 3) invoice Client for the costs of collection including reasonable attorney's fees.

TRAVEL COSTS. Should Client desire ImageTrend to send personnel to a location of Client's choosing in the continental United States, Client may pay \$1,800 per ImageTrend trainer per trip and a further \$1,750 per trainer per day spent at Client's chosen location. Travel outside of the continental US will be quoted by ImageTrend upon request. Travel may only be scheduled for a maximum of one business week of Monday through Friday per trip; however, Client may book consecutive trips. Non-local travel scheduling which runs from one business week into a subsequent business week(s) (e.g. start date on Friday at 8:00am, end date Wednesday at 5:00pm, "Overlapped Weekend") will result in ImageTrend invoicing Client an additional trip for each Overlapped Weekend. ImageTrend staff will work 8 hours

each day, except on the first and last day of each trip ImageTrend may reserve up to 2 hours of the Business Day for travel time.

TIME AND MATERIALS RATE. Unless otherwise specified in a Work Order, ImageTrend's Time and Materials rate is \$225.00 per hour.

PRICE ESCALATION. ImageTrend reserves the right to escalate the prices contained herein, and any recurring fee, by no more than 7% of the then current price for each anniversary of the Effective Date beginning one year from the last signature. ImageTrend further reserves the right to escalate travel prices once per year upon written notice to Client. Such travel price increases will only affect future travel prices and will not change the price or amount due to ImageTrend for previously rendered travel.

SECTION 6. DATA AND INTELLECTUAL PROPERTY

CLIENT DATA. All Client data provided to ImageTrend remains at all times the property of the Client unless otherwise specified by a Work Order. ImageTrend will not to use or make available any personally identifiable information or patient health information other than for performing the services outlined in a Work Order, and for use in an aggregated manner to monitor, operate, train artificial intelligence, and conduct statistical analyses relevant to the application's proper functioning, maintenance, optimization, or improvement. ImageTrend will not in any way transfer to any third party any Confidential Information of Client.

DE-IDENTIFICATION. ImageTrend may create a de-identified data set of Client's data ("the De-identified Data Set") and ImageTrend may, in ImageTrend's discretion, transform, analyze, distribute and redistribute, create derivative works of, license, make available to 3rd party researchers, or otherwise use the De-identified Data Set except as limited by: 1) this Agreement, 2) applicable law and regulation, e.g. State and Local data privacy law and HIPAA/HITECH, 3) notwithstanding any of the prior, ImageTrend shall create the De-identified Data Set in accordance with the then current HIPAA Safe Harbor Rule at 45 CFR § 164.514(2)(i) by removing the 18 listed data elements, and any additional data element designated as 'Personal Information' by State and Local data breach law (or equivalent laws). ImageTrend shall ensure its methods for creating the De-identified Data Set comport with industry best practices and guidance such as NISTIR 8053 'De-Identification of Personal Information' (available at <http://dx.doi.org/10.6028/NIST.IR.8053>). ImageTrend shall use reasonable administrative, technical, and physical safeguards to protect and prevent unauthorized disclosure of the De-identified Data Set. ImageTrend shall not attempt to re-identify any de-identified records.

GRANT OF LICENSE TO IMAGETREND'S PRE-EXISTING IP AND OWNERSHIP OF NEW IP. All Intellectual Property Rights connected to the ImageTrend pre-existing materials such as architectural structure, modules, processes, and Know-How that may be used in Deliverables ("Pre-existing IP"), shall remain owned by ImageTrend. ImageTrend agrees to grant to Client a royalty-free, worldwide, transferable, non-exclusive, use license for these architectural structures, modules, and processes that may be used solely in conjunction with the Deliverables and services performed under Work Orders and in accordance with the license selected below in the Software Licensing Terms Attachment, conditioned upon full payment of the Work Order from which the Deliverable containing Pre-Existing IP originates. This license may not be transferred, and Client may not sublicense, use, reproduce, distribute or prepare derivative works of ImageTrend's Pre-Existing IP except to the extent strictly necessary to fulfill the purpose of a Work Order. New Deliverables utilizing the same Pre-Existing IP may require another

license for that new Deliverable, in ImageTrend's discretion. New Custom Intellectual Property authored by the parties in the course of performing a Work Order shall be owned by the party that authored the Intellectual Property and in the case of derivative works, it shall be owned by the party who owns the work from which the derivative is made, or as otherwise set forth in the Work Order. In the case of ImageTrend Software products licensed per in the Software Licensing Terms Attachment below, or "Modified Off The Shelf Software" as defined above, ImageTrend shall own all Intellectual Property related to or arising out of any Work Order. A Work Order may specify who owns the intellectual property embodied in a Deliverable; however, absent such terms in the Work Order, the terms of this Agreement shall control. Any right not hereby granted is reserved.

SECTION 7. CONFIDENTIALITY

CONFIDENTIALITY ACKNOWLEDGEMENT. Each party hereby acknowledges and agrees that the other Party's Data, potential clients or customers, client or customer lists, business plans, pricing structures, software and database designs, and any other information a Party has marked as Confidential, constitute Confidential Information. Each party agrees to treat (and take precautions to ensure that its authorized personnel treat) Confidential Information as confidential in accordance with the confidentiality requirements and conditions set forth below. Orally transmitted information shall not be Confidential Information unless specified as such in a writing transmitted from the Disclosing party to the Receiving party within 15 days of the oral transmission, with such writing providing a reasonable description and scope of the Confidential Information transmitted.

CONFIDENTIALITY OBLIGATIONS. Each party agrees to keep confidential all confidential information disclosed to it by the other party in accordance herewith, and to protect the confidentiality thereof in the same manner it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information); provided, however, that the provisions of this §7 shall not apply to information which: (i) is in the public domain; (ii) has been acquired by a Party by means other than the disclosure of the information by the Disclosing Party; (iii) is duly obtained by a Party directly or indirectly from a third party who has independently developed the information and is entitled to disclose the information to the Party, and such disclosure does not directly or indirectly violate the confidentiality obligation of such third party; or (iv) becomes known publicly, without fault on the part of a Party, subsequent to the receipt of the information by Party.

SURVIVAL. This §7 shall survive the termination of this Agreement or of any license granted under this Agreement.

SECTION 8. WARRANTIES

NO CONFLICTS OF INTEREST. ImageTrend does not have any express or implied obligation to a third party which in any way conflicts with any of ImageTrend's obligations under this Agreement.

SERVICES. All services and will be provided in a professional and workmanlike manner in accordance with applicable industry standards and will comply with all applicable laws. All Deliverables will substantially conform to the agreed-upon specifications set forth in the applicable Work Order or as otherwise set forth in this Agreement.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT ABOVE, THE SERVICES IMAGETREND PROVIDES TO CLIENT ARE PROVIDED WITHOUT ADDITIONAL WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS, OR STATEMENTS MADE PRIOR TO THIS AGREEMENT. IMAGETREND HEREBY EXPRESSLY DISCLAIM, AND CLIENT HEREBY WAIVES, ANY REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO THE SERVICES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES PROVIDED IN THIS AGREEMENT ARE CLIENT'S SOLE AND EXCLUSIVE REMEDIES.

SECTION 9. LIMITATION OF LIABILITY

EACH PARTY SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF THAT PARTY IS ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. EACH PARTY'S CUMULATIVE LIABILITY ARISING OUT OF OR IN ANY MANNER RELATED TO THIS SHALL BE LIMITED TO THE AMOUNT OF THE FEES DUE UNDER THIS AGREEMENT.

SECTION 10. DISPUTE RESOLUTION

DUTY TO NEGOTIATE IN GOOD FAITH PRIOR TO FORMAL DISPUTES. IF CLIENT IS A GOVERNMENTAL ENTITY, THE FOLLOWING 2 PARAGRAPHS APPLY:

The parties shall attempt in good faith to resolve any dispute arising out of or relating to this agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this agreement. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within 15 days after delivery of the notice, the receiving party shall submit to the other a written response. The notice and response shall include with reasonable particularity (a) a statement of each party's position and a summary of arguments supporting that position, and (b) the name and title of the executive who will represent that party and of any other person who will accompany the executive. Within 30 days after delivery of the notice, the executives of both parties shall meet at a mutually acceptable time and place, or by teleconference.

All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation.

ARBITRATION. If Client is NOT a Governmental Entity the following paragraph applies:

Any dispute between ImageTrend and Client under this Agreement shall be resolved by arbitration by an arbitrator selected under the rules of the American Arbitration Association in the State of the defending party and the arbitration shall be conducted in that same location under the rules of said Association. If an arbitrator cannot be agreed upon by the parties, ImageTrend and Client shall each choose an arbitrator, and those two chosen arbitrators shall choose a third arbitrator, that third arbitrator shall preside over any dispute. ImageTrend and Client shall each be entitled to present evidence and argument to the arbitrator. The arbitrator shall have the right only to interpret and apply the provisions

of this Agreement and may not change any of its provisions. The arbitrator shall permit reasonable pre-hearing discovery of facts, to the extent necessary to establish a claim or a defense to a claim, subject to supervision by the arbitrator. The arbitrator shall endeavor to keep costs as low as possible while still allowing for the just and fair disposition of the dispute. The determination of the arbitrator shall be conclusive, final and binding upon the parties and judgment upon the same may be entered in any court having jurisdiction thereof. The arbitrator shall give written notice to the parties stating his determination, and shall furnish to each party a signed copy of such determination. ImageTrend and Client shall equally share the cost of the arbitrator(s) fees. The arbitrator may award reasonable costs and expenses, including reasonable attorney fees, to the prevailing party.

SECTION 11. NON-EXCLUSIVITY

This Agreement does not establish any exclusivity of service, contract, customer relationship, or otherwise between the parties.

SECTION 12. AMENDMENTS

This Agreement may only be modified by a mutually executed writing including but not limited to Work Orders, signed by a person having authority to sign.

SECTION 13. TERMINATION

Either Party may terminate this Agreement upon giving the other Party thirty days (30) days' prior written notice to the other Party in addition to any other remedy or right contained in this Agreement. This right of termination is additive to other rights of termination identified above in this Agreement and does not preclude the exercise of those other rights.

SECTION 14. INDEMNIFICATION

IMAGETREND INDEMNITY. ImageTrend shall defend and indemnify Client from and against third party claims, actions, suits, demands, damages, obligations, losses, settlements, judgments, costs, and expenses ("Claims"), which arise out of any negligent act or omission, or willful misconduct of ImageTrend. Client shall promptly notify ImageTrend for any actual or prospective Claim for which indemnification is sought. In the event that any third-party Claim is made and Client invokes this clause, ImageTrend shall have the right and option to undertake and control such defense of such action with counsel of ImageTrend's choice with control to settle any such Claim. ImageTrend shall have no obligation to defend or indemnify Client from Claims arising out of Client's negligent or intentional wrongful acts or omissions. Because ImageTrend must provide its own insurers with notice of a claim within 60 days of actual knowledge of a Claim, Client accordingly must provide ImageTrend written notice no more than 60 days after Client has actual knowledge of a Claim else ImageTrend shall have no obligation to indemnify Client.

CLIENT INDEMNITY. IF CLIENT IS A GOVERNMENTAL ENTITY THE FOLLOWING PARAGRAPH DOES NOT APPLY. Client shall defend and indemnify ImageTrend from and against third party claims, actions, suits, demands, damages, obligations, losses, settlements, judgments, costs, and expenses ("Claims"), which arise out of any negligent act or omission, or willful misconduct of Client. ImageTrend shall promptly notify Client for any actual or prospective Claim for which indemnification is sought. In the event that any third-party Claim is made and Client invokes this clause, Client shall have the right and option to undertake and control such defense of such action with counsel of Client's choice with control to settle

any such Claim. Client shall have no obligation to defend or indemnify ImageTrend from Claims arising out of Client's negligent or intentional wrongful acts or omissions. ImageTrend accordingly must provide Client written notice no more than 60 days after ImageTrend has actual knowledge of a Claim else Client shall have no obligation to indemnify Client.

SECTION 15. COOPERATIVE USE

Public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the CLIENT are eligible to participate in any subsequent Agreement. The parties agree that these lists are subject to change. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter, rules and regulations of the respective political entity and with applicable State and Federal Laws.

SECTION 16. GENERAL TERMS

- a. **INSURANCE REQUIREMENTS.** ImageTrend will provide to Client a Certificate of Insurance upon request.
- b. **ELECTRONIC SIGNATURES.** The parties agree to conduct transactions primarily via electronic means. Accordingly, each party accepts electronic signatures and Deliverables as equivalent to physical versions of the same.
- c. **BUSINESS DAYS AND HOLIDAYS.** The parties agree a business day is 8 hours long, and excludes Saturdays, Sundays, and days reasonably considered a holiday by either party per each party's written policies. Unless otherwise specified in a Work Order, ImageTrend shall perform services only during business days, from 9:00am CST to 5:00pm CST.
- d. **COUNTERPARTS.** This Agreement may be executed in counterpart originals, duly signed by both parties, each of which will be deemed an original but all of which, together, will constitute one and the same Agreement. Any terms not present in all counterpart copies are severed and void. Electronic counterparts are equally as valid as original counterparts.
- e. **FORCE MAJEURE.** Neither party will be liable for delays nor for non-performance due to an unforeseeable event, external to this Agreement and the parties, where the occurrence of the event beyond the non-performing or delayed party's reasonable control ("Force Majeure Events.") This clause shall not apply to costs due to ImageTrend to reimburse cancellation, reschedule, or modification of travel arrangements per §5 above. Force Majeure Events may include, but are not limited to: war, terrorism or threats of terrorism, civil disorder, labor strikes, fire, disease, medical epidemics or outbreaks, events which curtail necessary transportation facilities (e.g. airports), or other unforeseeable events where the occurrence of the event is beyond the non-performing or delayed party's control.
- f. **REASONABLE COOPERATION.** Client will reasonably cooperate with ImageTrend to the extent reasonably necessary to enable ImageTrend to perform the Services contemplated in each Work Order. Accordingly, Client will provide access, information or other materials in a fashion timely to the schedule of each Work Order. ImageTrend shall have no liability to Client for delays arising out the actions or non-actions of Client.

- g. **NON ASSIGNABILITY.** A party shall not assign this Agreement or its rights hereunder without the prior written consent of the other party.
- h. **JURISDICTION AND VENUE.** The parties agree that the law governing this Agreement shall be that of the State of Minnesota without regard to its conflict of laws principles. **IF CLIENT IS A GOVERNMENTAL ENTITY** the law governing this Agreement shall be that of the Client's jurisdiction without regard to its conflict of laws principles.
- i. **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties, with respect to this subject matter, including, but not limited to the services, goods, products, and Software provided by ImageTrend for Client and the compensation provided by Client for said provision of such services therefore, and supersedes all previous proposals, both oral and written, negotiations, representations, writings and all other communications between the parties. This Agreement may not be released, discharged, or modified except by an instrument in writing signed by the parties.
- j. **SEVERABILITY.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.
- k. **WAIVER.** No waiver by either party of any of any provision hereof shall constitute a waiver of any other term of this Agreement nor shall it preclude either party from enforcing its rights.
- l. **NONAPPROPRIATION. IF CLIENT IS A GOVERNMENTAL ENTITY THE FOLLOWING PARAGRAPH APPLIES.** The continuation of this Agreement is contingent upon the appropriation of funds by the legislature or other sources as applicable to fulfill the requirements of the Agreement. If the insufficient monies are appropriated to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the applicable appropriation laws or regulations for any lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Agreement or any Work Order hereto, the Agreement or applicable Work Order(s) shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated. ImageTrend shall be entitled to payment for deliverables in progress, to the extent work has been performed pursuant to this Agreement or any Work Order hereto; obligations that have been incurred that extend beyond the date of termination; and reasonable contract close-out costs.
- m. **ATTORNEYS' FEES.** In any action between the parties to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover reasonable expenses, including reasonable attorneys' fees.
- n. **INDEPENDENT CONTRACTORS.** It is the express intention of Client and ImageTrend that ImageTrend and its employees and agents will perform the services hereunder as independent contractors to Client. Nothing in this Agreement shall in any way be construed to constitute ImageTrend or its employees or agents as an agent, employee or representative of Client.

Without limiting the generality of the foregoing, ImageTrend is not authorized to bind Client to any liability or obligation or to represent ImageTrend has any such authority. Client and ImageTrend agree that neither ImageTrend employees nor its agents will receive Client - sponsored benefits from Client.

- o. **NOTICES.** Any notice required to be given by either party to the other shall be deemed given if in writing on the date actually delivered (including electronic methods such as e-mail), or if deposited in the United States mail in registered or certified form with return receipt requested, postage prepaid, on the postmarked date and addressed to the notified party at the address set forth below, or to such other address as a party may designate from time to time by means of notice given hereunder to the other party.

If to Client:

Pharr EMS
Attn: Ben Martinez
3000 N. Cage Blvd.
Pharr, TX 78577

If to ImageTrend:

ImageTrend, LLC
Attn: Legal Department
20855 Kensington Boulevard
Lakeville, MN 55044

IN WITNESS WHEREOF: the undersigned parties, each having authority to bind their respective organizations, hereby agree.

Client	ImageTrend
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

SOFTWARE LICENSING TERMS ATTACHMENT

To the degree any Work Order involves licensing ImageTrend Software, the following terms shall apply:

“ImageTrend Elite Data Marts” means the relational database(s) that contain an enhanced and simplified reporting-ready format of the transactional data collected within ImageTrend Elite. The Elite Data Marts are available for use with the ImageTrend Elite Reporting Tools.

“ImageTrend Elite Reporting Tools” means the Transactional Report Writer, Visual Informatics, Analytical Chart Reporting Tool and Analytical Tabular Reporting Tool in the Software that are based on a set of Elite Data Marts.

“Incident(s)” means an instance where the Client sends a vehicle or emergency responder to a situation requiring emergency response, as measured by the number of incident reports within ImageTrend Software systems.

“Licensed Information” means other Deliverables provided to Client by ImageTrend relating to the operation or design of the Software, or other Deliverables provided to Client by ImageTrend which are common to ImageTrend (e.g. such Deliverables are not unique to Client). A copy of the software specification Licensed Information is available within the Software labeled as “ImageTrend University.”

“The Software” means the sum of all software licenses granted by this Agreement or Work Order hereto as provided in Section 1 below.

SECTION 1. GRANT OF LICENSE TO SOFTWARE.

Each Work Order for the sale of Software Licenses shall outline which of the below licenses are being granted by the Work Order. The license selection will be evidenced by the title of each SKU in the Work Order, e.g. “Elite EMS SaaS” shall be licensed under the Software as a Service License below. If the license is not apparent by the name of the SKU, then the license shall default to Software as a Service. ImageTrend may discontinue or replace a license in this table by providing Client reasonable written notice of the change. Replacing this table shall not have the effect of revoking previously agreed licenses, rather, ImageTrend’s right to replace this table shall apply to only future Work Orders.

Name of License	Terms of License
Software as a Service License (SaaS) or Integration as a Service (IaaS) (“SaaS”)	ImageTrend hereby grants Client a non-exclusive, non-transferable license to use the ImageTrend Software product(s) listed in the Work Order for such time as listed in said Work Order. During the term of the Work Order, the Client shall have access to the Software, which will be installed on servers at the ImageTrend hosting facility and subject to the Service Level Agreement attached. All copies of the Software and/or Licensed Information in any form provided by ImageTrend to Client hereunder are the sole property of ImageTrend and/or its suppliers, and that Client shall not have any right, title, or interest to any such Software

	and/or Licensed Information or copies thereof except as provided in this Agreement.
ImageTrend Hosted License ("License")	ImageTrend will grant Client a non-exclusive, non-transferable, perpetual use license without rights of resale or sublicensing, to the ImageTrend Software product(s) listed in the Work Order. Client shall have access to the Software, which will be installed on servers at the ImageTrend hosting facility and subject to the Service Level Agreement attached. All copies of the Software and/or Licensed Information in any form provided by ImageTrend to Client hereunder are the sole property of ImageTrend and/or its suppliers, and that Client shall not have any right, title, or interest to any such Software and/or Licensed Information or copies thereof except as provided in this Agreement.
Client Hosted License ("On Premise License")	ImageTrend will grant Client a non-exclusive, non-transferable, perpetual use license without rights of resale or sublicensing, to the ImageTrend Software product(s) listed in the Work Order. Client shall have access to the Software, which will be installed on servers at the Client hosting facility and subject to the attached Service Level Agreement. All copies of the Software and/or Licensed Information in any form provided by ImageTrend to Client hereunder are the sole property of ImageTrend and/or its suppliers, and that Client shall not have any right, title, or interest to any such Software and/or Licensed Information or copies thereof except as provided in this Agreement. Initial set up will require direct access to Client servers by ImageTrend personnel. However, after the installation is complete, management of non- ImageTrend software, operating systems, ancillary systems and the responsibility for keeping non- ImageTrend software updated will be the sole responsibility of Client. ImageTrend disclaims any and all liability arising out of out-of-date or otherwise insufficiently maintained non- ImageTrend software or hosting environment. ImageTrend has no duty to maintain the Client's hosted environment's cybersecurity. Client agrees to ensure that ImageTrend will have sufficient server access to fulfill ImageTrend's duties hereunder. Maintenance of Client Hardware, physical environment, storage, processing, patching, operating system maintenance, network device maintenance, Client 3rd party licenses (as outlined below), or any other task which is required to maintain the Client application hosting environment and is not directly arising out of a requirement of or defect to the ImageTrend application(s) are the sole responsibility of Client. It will not be ImageTrend's responsibility to maintain or resolve problems with Client's hosted environment. ImageTrend's sole responsibility shall be to provide application support for ImageTrend developed applications. Tasks which are ultimately discovered to be maintenance of the Client Hosting environment may be charged to Client at ImageTrend's out-of-scope rate.

SECTION 2. PROTECTION OF SOFTWARE AND LICENSED INFORMATION

Client agrees to respect and not to, nor permit any third-party to, remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any of the Software or Licensed Information, and to reproduce and include the same on each authorized copy of the Software and Licensed Information.

Client shall not nor shall Client permit any third-party under Client's control to, copy, reverse engineer, or duplicate the Software or any part thereof except for the purposes of system backup, testing, maintenance, or recovery. Client may duplicate the Licensed Information only for internal training, provided that all the names, trademark rights, product names, copyright statement, and other proprietary right statements of ImageTrend are reserved. ImageTrend reserves all rights which are not expressly granted to Client in this Agreement.

Client shall not, nor shall Client permit any third-party to, modify, reverse engineer, disassemble, or decompile the Software, or any portion thereof, and shall not use the software or portion thereof for purposes other than as intended and provided for in this Agreement.

SECTION 3. IMAGETREND ELITE DATA MARTS NON-EXCLUSIVE USE LICENSE.

In accordance with the terms and conditions hereof, ImageTrend hereby grants the use of the ImageTrend Elite Data Marts only via ImageTrend Elite Reporting Tools, unless an "Elite Data Mart License" is included and detailed in a Work Order. Absent that license, this Agreement does not give the Customer the rights to access and query the ImageTrend Elite Data Marts directly using SQL query tools, reporting tools, ETL tools, or any other tools or mechanisms. Direct access to ImageTrend Elite Data Marts is only available via the aforementioned separately-priced product and service offering from ImageTrend.

SECTION 4. INSTALLATION, INTRODUCTORY TRAINING AND DEBUGGING.

IMPLEMENTATION. ImageTrend shall provide Client with start-up services such as the installation and introductory training relating to the Software, and, if necessary, initial debugging services known as "Implementation". During Implementation, Client must make available sufficient time and resources as is necessary to accomplish the milestones and tasks per the party's project plans (as applicable), typically between 4 and 15 hours a week. Depending on Client's objectives, Client may need to allocate more time or resources to achieve Client's desired timelines.

TRAIN THE TRAINER. ImageTrend may provide "Train-the-trainer" training for administrators as detailed in each Work Order. Additionally, online training videos and user guides in electronic format will be made available via ImageTrend University.

INSTRUCTIONS. ImageTrend will provide installation instructions and assistance for installation of the Software on the Servers appropriate to the License selection in the Work Order per the table above at (e.g. Client Hosted on premise license) as detailed in Service Level Attachment, below.

SOFTWARE SUPPORT. ImageTrend shall provide Software Support as detailed in the Service Level Attachment, below.

TRAINING USAGE AND EXPIRATION. The training line items and quantities as detailed in price table attached must be delivered within 2 years of the Effective Date. It shall be Client's responsibility to request the training session(s). Training not used within the 2 year cut-off shall expire and no refund or credit will be payable to Client.

SECTION 5. SOFTWARE WARRANTIES.

PERFORMANCE WARRANTY. ImageTrend warrants that the Software will conform to the specifications as set forth in the Licensed Information. However, this warranty shall be revoked in the event that any person other than ImageTrend and its agents make any unauthorized modification or change to the Software in any manner outside of the configuration available within the Software's built-in functionality. This warranty does not apply to data extracted from the system.

OWNERSHIP WARRANTY. ImageTrend represents that it is the owner of the entire right, title, and interests in and to the Software, and that it has the sole right to grant licenses thereunder, and that it has not knowingly granted licenses thereunder to any other entity that would restrict rights granted hereunder to Client.

LIMITATIONS ON WARRANTY. All of ImageTrend's obligations under this Section shall be contingent on Client's use of the Software in accordance with this Agreement and in accordance with ImageTrend's instructions as provided by ImageTrend in the Licensed Information, and as such instructions may be amended, supplemented, or modified by ImageTrend from time to time. ImageTrend shall have no warranty obligations with respect to usage which does not conform with ImageTrend's instructions as provided by ImageTrend in the Licensed Information. ImageTrend shall have no warranty obligations with respect to any failures of the Software which are the result of accident, abuse, misapplication, extreme power surge or extreme electromagnetic field of a Client device. In addition to any other limitation on warranty or liability; Client's sole remedy for breach of warranty related to or arising out of the Software, or a defect with the Software, shall be at Client's option 1) repair of the Software or defect, 2) termination of this Agreement for convenience as outlined elsewhere in this Agreement.

THE EXPRESS WARRANTIES PROVIDED HEREIN ARE THE ONLY WARRANTIES MADE BY ImageTrend WITH RESPECT TO THE SOFTWARE AND SUPERSEDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY AND WARRANTIES FOR ANY SPECIAL PURPOSE.

SECTION 6. MAINTENANCE.

ImageTrend shall provide scheduled updates and new releases for the Software, as well as defect correction as needed per the Service Level Agreement, attached for so long as Client has contracted for support (as indicated by a recurring fee containing the product name and word 'Support'). Specific out-of-scope system enhancement requests are excluded from support. Should Client desire specific source-code level modifications to the system, Client may submit a request to ImageTrend's UserVoice page at <https://ImageTrend.uservoice.com/>.

SECTION 7. RETURN OF DATA.

Upon termination of this Agreement for any reason, Client may request ImageTrend provide to Client a

copy of Client's data. ImageTrend will produce this data by first using relevant export functionality provided by the application, e.g. for ImageTrend Elite the data would be produced as a NEMSIS Version 3 XML file(s), or by other native data export format should the application provide no export functionality. ImageTrend may redact or remove ImageTrend trade secret and confidential information, such as database schema design details, or data which is used solely in an operational or administrative fashion (e.g. data which was never entered by Client end-users). For clarity, ImageTrend may not redact or remove data that Client or Client's end-users entered. ImageTrend will provide this exported data to Client via secure electronic transfer, such as SFTP/FTPS. ImageTrend shall have 90 days from Client's request to produce the native data export for Client. Should Client desire the data to come in any alternative format, or be in any way different than as described in this section, Client must request those services from ImageTrend separately on a Time and Materials basis under its own time frame. ImageTrend will make efforts to accommodate Client's request, but ImageTrend is under no obligation to do so.

SECTION 8. IMAGETREND ELITE AUTHORIZED USERS AND SCOPE OF USAGE

This Grant of License is strictly conditioned on the Software being used by only Authorized Users. ImageTrend may audit Client's Software, users, and usage to ensure compliance with the scope of usage detailed by this Agreement, in ImageTrend's discretion. Non-compliance with the scope of usage shall be considered a material breach.

If this Agreement is for the licensing of ImageTrend Elite EMS, the following scope of usage and Authorized User definitions apply.

Organization Type	Organization Definition	Authorized User Definition
Private Agency	Client responds to emergency medical incidents for-profit or not-for-profit and the Client <u>is not</u> a Governmental Entity.	All employees & contractors of Client who respond to emergency medical incidents in the regular scope of their employment
Public Agency, County, Region, or City for its own employed EMS workers ("Public Agency")	Client responds to emergency medical incidents and transports patients therefrom and <u>is</u> a Governmental Entity	All employees & contractors of Client who respond to emergency medical incidents in the regular scope of their employment
Hospital or Health Network	Client is a 1) hospital, 2) health network, 3) or other medical institution that provides care which does not involve responding to emergency medical incidents and transporting patients therefrom as a primary service of the organization; and Client is recognized and licensed as such by the Client's governing State	All employees & contractors of Client who respond to emergency medical incidents in their regular scope of employment at or from the named Hospital brick-and-mortar locations. If the specific brick-and-mortar location(s) is not named in a Work Order, then it shall be interpreted as the brick-and-mortar location from which the Client primary contact, Ben Martinez or their successor, conducts their job duties most frequently.
State, County, Region, City for its constituents	Client is a Governmental Entity with authority or an official	Licensed individuals within Client's legal or governing jurisdiction and

	mandate to improve, facilitate, organize, surveil, investigate, report, collect reports of, or otherwise govern public health matters; or another entity acting under a grant or contract of and for equivalent authority	geographic boundary, who to respond to emergency medical incidents in the regular scope of their employment, and not individuals whose primary job duty involves law enforcement.
Group Purchase (Multi-Agency)	Client(s) are a plurality of Private Agencies and/or Public Agencies	All employees & contractors of each named organization, who respond to emergency medical incidents
Financing Party (e.g. billing company) on behalf of Agency/City/County third party beneficiary	Client is an entity which does not respond to emergency medical incidents or provide for the care or transportation of patients; rather Client is an entity who procures or pays for a third party beneficiary who is a Private or Public Agency.	All employees & contractors of third party beneficiary Public or Private Agency, who respond to emergency medical incidents in the regular scope of their employment.

PRICE SHEET AND WORK ORDER ATTACHMENT

The prices below are based on the following Billable Incidents and SaaS transaction volumes, as provided by Client:

16,000 Incidents annually for Elite

13,000 Billable Incidents annually for Billing Bridge

One Time Fees

Description	SKU	Unit Price	Qty	Extended Amount
Webinar Training 2hr Session	ELT.006.003.009	\$450.00	4	\$1,800.00
Agency Preferred Clearinghouse Vendor - Integration Setup	BBR.003.001.008	\$1,000.00	1	\$1,000.00
Webinar Training 2hr Session	BBR.006.003.008	\$450.00	8	\$3,600.00
Elite™ EMS Setup & Implementation	ELT.003.002.001	\$9,075.00	1	\$9,075.00
ImageTrend Billing Bridge™ Setup	BBR.003.001.001	\$18,000.00	1	\$18,000.00

Total One-Time Fees: \$33,475.00

Recurring Fees

Description	SKU	Unit Price	Qty	Extended Amount
Elite™ EMS - SaaS *Includes Elite™ Field	ELT.001.002.010	\$19,723.75	1	\$19,723.75
CAD Distribution	ELT.002.007.001	\$2,315.00	1	\$2,315.00
ImageTrend Billing Bridge™ - SaaS	BBR.001.002.001	\$17,189.76	1	\$17,189.76
Agency Preferred Clearinghouse Vendor - Integration	BBR.002.003.006	\$1,832.00	1	\$1,832.00
Other CAD Vendor	ELT.002.007.017	\$0.00	1	\$0.00
Continuum® for EMS	CTM.001.002.063	\$8,438.75	1	\$8,438.75

Total Recurring Fees: \$49,499.26

TOTAL YEAR 1: \$82,974.26

Send Invoices To:

Ben Martinez
ben.martinez@pharr-tx.gov
3000 North Cage Blvd.
Pharr, TX 78577

Payment Terms:

- “One Time Fees” are due once, as specified by the Milestone terms below.
- “Recurring Fees” are annual fees which recur each year. They are due on each anniversary of the fee, with the start date beginning upon completion as specified by the Milestone terms below. The Recurring Fees will escalate in price annually by 7% beginning one year from the last signature hereto and each year thereafter.
- ImageTrend may temporarily suspend performance (e.g. cease to provide access, hosting, support) due to Client’s breach of contract provided Client shall have 30 days to cure such breach before ImageTrend may suspend performance.
- ImageTrend may charge to Client a late fee of 1.5% per month, or the highest rate allowed under the law, whichever is lower, on any overdue amounts. Client also agrees ImageTrend may charge to Client all reasonable costs and expenses of collection, including attorneys' fees where, in ImageTrend’s discretion, payments are consistently deficient or late.
- All Annual SaaS Fees are based upon anticipated transaction volumes (as provided by Client) and are subject to an annual usage audit. ImageTrend reserves the right to increase fees in accordance with increased transaction volume per the Unit Price listed in the tables above.
- ImageTrend will not be responsible for third-party fees related to this Agreement unless specifically outlined by this Agreement.

Optional Items

Items in the table below are not goods or services currently contracted or provided by this Agreement, rather, they are included to allow Client to add those goods or services by first providing written notice to ImageTrend, subsequently ImageTrend will provide Client with a Work Order for the Optional item, and upon Client’s signature of that Work Order, ImageTrend will begin the work.

Product	SKU	Unit Price	Description
Onsite Training Session - 8 Hours	ELT.006.003.004	\$1,800.00	Training that is to be completed onsite at the client’s location. Training topics can range from administrator training to user education to in-depth Report Writer usage.
Collection Gateway Setup	BBR.003.001.005	\$2,500.00	
MyEMSCare	BBR.002.003.004	\$1,000.00	MyEMSCare is an online patient payment portal, which allows a patient to access and make a one-time payment to their invoice online 24 hours a day 7 days a week. Also included in MyEMSCare is the ability for your patients to take an online survey, either before or after their invoice is paid. Authorize.net payment processor is required; all credit card and merchant fees are the responsibility of the City. If the agency does not already have a merchant account with

			Authorize.net, navigate to this website for additional details; https://account.authorize.net/signUpNow?resellerID=105200
Collection Gateway	BBR.002.003.003	\$5,000.00	ImageTrend's Collection Gateway is a bi-directional data exchange between ImageTrend's Billing Bridge and the client's preferred collection vendor. ImageTrend will utilize our proprietary data exchange methodology to send and receive account level data and display collection events within the invoice view of ImageTrend's Billing Bridge.
Availity Clearinghouse - Integration	BBR.002.003.005	\$3,500.00	The Availity Clearinghouse Integration for a single agency Includes: Electronic Claims (837), Electronic remittance advice (835), Eligibility verification, and Daily automated claim status inquiry,. The initial clearinghouse enrollment process will be assisted by ImageTrend to ensure a smooth transition. ImageTrend includes the cost of Availity's Clearinghouse service within the cost of the Availity Clearinghouse Integration. Any and all support regarding the clearinghouse after initial setup will be the responsibility of the client.
Travel	ELT.006.003.008	\$1,750.00	

MILESTONE 1

Site Available. ImageTrend software is available via the Web. This Site Available Milestone is complete when ImageTrend has provided Client: 1) at least one web URL to the ImageTrend software, and 2) a system administrator account with login credentials, and 3) Client is able to log into the ImageTrend software at that URL.

Description	Unit Price	Quantity	Extended Amount
Elite™ EMS - SaaS *Includes Elite™ Field	\$19,723.75	1	\$19,723.75
Agency Preferred Clearinghouse Vendor - Integration Setup	\$1,000.00	1	\$1,000.00
Elite™ EMS Setup & Implementation	\$9,075.00	1	\$9,075.00
ImageTrend Billing Bridge™ - SaaS	\$17,189.76	1	\$17,189.76
ImageTrend Billing Bridge™ Setup	\$18,000.00	1	\$18,000.00
Continuum® for EMS	\$8,438.75	1	\$8,438.75
Milestone 1 Total			\$73,427.26

MILESTONE 2

Go Live. The parties understand that while the system can be infinitely configured and refined, that the software system must reach a level of readiness and it must “go-live” for usage by the end-users in its intended use cases. Client may desire staged roll out of different features or products for large implementations, or Client may desire to have all functions go live all at once. In the interest of defining a fair and objective measurement point, this Go Live Milestone will be complete when the Client's Software system processes, receives, transmits, generates, or otherwise interacts with the first non-test data record, excluding non-test data which is migrated on a one-time basis from another system.

Description	Unit Price	Quantity	Extended Amount
Webinar Training 2hr Session	\$450.00	4	\$1,800.00
Webinar Training 2hr Session	\$450.00	8	\$3,600.00
CAD Distribution	\$2,315.00	1	\$2,315.00
Clearinghouse Vendor: OFFICE ALLY	\$0.00	1	\$0.00
Agency Preferred Clearinghouse Vendor - Integration	\$1,832.00	1	\$1,832.00
Other CAD Vendor	\$0.00	1	\$0.00
Milestone 2 Total			\$9,547.00

SERVICE LEVEL AGREEMENT ATTACHMENT

ImageTrend is committed to offering exceptional levels of service to our customers. This Service Level Agreement (“SLA”) guarantees your website or application’s availability, reliability and performance. This SLA applies to any site or application hosted on our network.

1. Customer Support

ImageTrend is committed in providing an exceptional level of customer support. ImageTrend’s servers are monitored 24 hours per day, 7 days per week, 365 days per year and our support staff is available via phone (888.469.7789) and email (www.imagetrend.com/support) as posted on the company’s website. ImageTrend works to promptly resolve all issues reported by customers, and will acknowledge the disposition and potential resolution according to the chart below:

Severity Level	Examples of Severity	Notification of Acknowledgement by ImageTrend	Action Expectation: Update and Anticipated Resolution Plan After Notification by ImageTrend
Site Down/Critical	- Complete shutdown or partial shutdown of one or more critical software functions. - Access to one or more Software functions not available. - Major subset of software application impacted.	Within one (1) hour of initial notification via email or ticketing system.	Six (6) hours.
CAD Down/High	- Minor subsystem failure. - Data entry or access impaired on a limited basis – usually can be delegated to local client contact as a first level or response for resolution – usually user error (i.e. training).	Within four (4) hours of initial notification during business hours via phone, email, or ticketing system.	Twenty-four (24) business hours.
Medium/Normal	System operational with minor issues; suggested enhancements as mutually agreed upon.	Within twenty-four (24) hours of initial notification during business hours.	Future Release.

2. Data Ownership

All customer data collected and maintained by ImageTrend shall at all times remain the property of the customer.

3. Data Protection

ImageTrend takes data privacy and cybersecurity very seriously. ImageTrend utilizes compliant and industry recognized best practices to ensure data security, and does not use or make available any personally identifiable information to third parties without customer consent or as required by law. ImageTrend acknowledges that its handling of information on behalf of customers may be subject to federal, state or local laws, rules, regulation and restrictions regarding the privacy of consumer information. ImageTrend agrees to comply with all of such laws, rules, regulations and restrictions at its sole cost and expense.

4. Suspension of Service

ImageTrend reserves the right to suspend and limit network resources to customers failing to pay the monthly fee in advance at its own discretion. In the event of service suspension, full service delivery will be restored within 48 hours from the date and time that payment is received.

5. Availability

ImageTrend is fully committed to providing quality service to all customers. To support this commitment, ImageTrend offers the following commitments related to application server Availability:

Availability Objective: ImageTrend will provide 99.5% Availability (as defined below) for the ImageTrend network services within ImageTrend's Immediate Control. For purposes, hereof, "Availability" or "Available" means the ImageTrend Services are available for access and use through the Internet.

"Immediate Control" includes ImageTrend's network services within the ImageTrend data center which extends to, includes and terminates at the Internet Service Provider ("ISP") circuit termination point on the router in ImageTrend's data center (*i.e.*, public Internet connectivity).

Specifically excluded from the definition of "Immediate Control" are the following:

- a. Equipment, data, materials, software, hardware, services and/or facilities provided by or on behalf of Client or a third-party entity (or any of their vendors or service providers) and Client's or a third party entity's network services or end-user hardware.
- b. Acts or omissions of Client, their employees, contractors, agents or representatives, third party vendors or service providers or anyone gaining access to the ImageTrend Services at the request of Client.
- c. Issues arising from bugs, defects, or other problems in the software, firmware, or hardware of third parties.
- d. Delays or failures due to circumstances beyond ImageTrend's reasonable control that could not be avoided by its exercise of due care.
- e. Any outage, network unavailability or downtime outside the ImageTrend data center.

Availability Calculation: Availability is based on a monthly calculation. The calculation will be as follows: $((a - b) / a) \times 100$, where "a" is the total number of hours in a given calendar month, excluding Scheduled Maintenance (as defined below), and "b" is the total number of hours that service is not Available in a given month.

Offline Capability: The Software may have offline capability which provides redundancy when network or server back-end capability is not available. Periods of time when the Software's primary functions continue to function offline shall be excluded from the unavailability calculation "b" above.

Scheduled Maintenance: ImageTrend conducts scheduled maintenance, as necessary, every last Wednesday of the month. ImageTrend will perform scheduled maintenance within that maintenance window between the hours of 9:00 p.m. CST to 11:00 p.m. CST. ImageTrend may change the regularly scheduled maintenance window from time to time at ImageTrend's discretion upon reasonable notice to Client.

Service Disruption: Upon customer's written notice to ImageTrend, if Availability for the month is below the guaranteed level, ImageTrend will issue a credit to customer in accordance with the schedule below:

Availability: 99.0% - 99.5% = 5% of monthly hosting fee credited
 95.0% - 98.99% = 10% of monthly hosting fee credited
 90.0% - 94.99% = 15% of monthly hosting fee credited
 89.99% or below = 2.5% for every 1% of lost Availability (in no event exceeding 50% of monthly hosting fees)

ImageTrend maintains precise and objective Availability metrics, which shall be determinative when calculating any customer requested credit. ImageTrend maintained Availability metrics shall only be requested in good faith to address material customer concerns. To receive a credit, customers must specifically request it during the month following the month for which the credit is requested. Credits shall not be issued if a customer account is past due, suspended or pending suspension.

6. General

ImageTrend reserves the right to change or modify this SLA and the related services being provided to benefit its customers, including changes to hosting environments and infrastructure, provided that any such improvements shall adhere to the regulatory guidelines and best practices referenced herein.

BUSINESS ASSOCIATE AGREEMENT ATTACHMENT

This Business Associate Agreement (“Agreement”) dated (the “Effective Date”), is entered into by and between **Pharr EMS** located at 3000 North Cage Blvd., Pharr, TX 78577 (the “Covered Entity”) and ImageTrend, LLC, a Minnesota corporation (the “Business Associate”).

WHEREAS, Covered Entity (also referred to as “Client”) and Business Associate have entered into, or are entering into, or may subsequently enter into, agreements or other documented arrangements (collectively, the “Business Arrangements”) pursuant to which Business Associate may provide products and/or services for Covered Entity that require Business Associate to access, create and use health information that is protected by state and/or federal law; and

WHEREAS, pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the U.S. Department of Health & Human Services (“HHS”) promulgated the Standards for Privacy of Individually Identifiable Health Information (the “Privacy Standards”), at 45 C.F.R. Parts 160 and 164, requiring certain individuals and entities subject to the Privacy Standards (each a “Covered Entity”, or collectively, “Covered Entities”) to protect the privacy of certain individually identifiable health information (“Protected Health Information”, or “PHI”); and

WHEREAS, pursuant to HIPAA, HHS has issued the Security Standards (the “Security Standards”), at 45 C.F.R. Parts 160, 162 and 164, for the protection of electronic protected health information (“EPHI”); and

WHEREAS, in order to protect the privacy and security of PHI, including EPHI, created or maintained by or on behalf of the Covered Entity, the Privacy Standards and Security Standards require a Covered Entity to enter into a “business associate agreement” with certain individuals and entities providing services for or on behalf of the Covered Entity if such services require the use or disclosure of PHI or EPHI; and

WHEREAS, on February 17, 2009, the federal Health Information Technology for Economic and Clinical Health Act was signed into law (the “HITECH Act”), and the HITECH Act imposes certain privacy and security obligations on Covered Entities in addition to the obligations created by the Privacy Standards and Security Standards; and

WHEREAS, the HITECH Act revises many of the requirements of the Privacy Standards and Security Standards concerning the confidentiality of PHI and EPHI, including extending certain HIPAA and HITECH Act requirements directly to business associates; and

WHEREAS, Business Associate and Covered Entity desire to enter into this Business Associate Agreement.

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement and the Business Arrangements, and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the parties agree as follows:

1. **Business Associate Obligations.** Business Associate may receive from Covered Entity, or create or receive on behalf of Covered Entity, health information that is protected under applicable state and/or federal law, including without limitation, PHI and EPHI. All capitalized terms not

otherwise defined in this Agreement shall have the meanings set forth in the Privacy Standards, Security Standards or the HITECH Act, as applicable (collectively referred to hereinafter as the “Confidentiality Requirements”). All references to PHI herein shall be construed to include EPHI. Business Associate agrees not to use or disclose (or permit the use or disclosure of) PHI in a manner that would violate the Confidentiality Requirements if the PHI were used or disclosed by Covered Entity in the same manner.

2. **Use of PHI.** Except as otherwise required by law, Business Associate shall use PHI in compliance with 45 C.F.R. § 164.504(e). Furthermore, Business Associate shall use PHI (i) solely for Covered Entity’s benefit and only for the purpose of performing services for Covered Entity as such services are defined in Business Arrangements, and (ii) as necessary for the proper management and administration of the Business Associate or to carry out its legal responsibilities, provided that such uses are permitted under federal and state law. Covered Entity shall retain all rights in the PHI not granted herein.
3. **Disclosure of PHI.** Subject to any limitations in this Agreement, Business Associate may disclose PHI to any third party persons or entities as necessary to perform its obligations under the Business Arrangement and as permitted or required by applicable federal or state law. Further, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that (i) such disclosures are required by law, or (ii) Business Associate: (a) obtains reasonable assurances from any third party to whom the information is disclosed that it will be held confidential and further used and disclosed only as required by law or for the purpose for which it was disclosed to the third party; (b) requires the third party to agree to immediately notify Business Associate of any instances of which it is aware that PHI is being used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the Confidentiality Requirements. Additionally, Business Associate shall ensure that all disclosures of PHI by Business Associate and the third party comply with the principle of “minimum necessary use and disclosure,” i.e., only the minimum PHI that is necessary to accomplish the intended purpose may be disclosed; provided further, Business Associate shall comply with Section 13405(b) of the HITECH Act, and any regulations or guidance issued by HHS concerning such provision, regarding the minimum necessary standard and the use and disclosure (if applicable) of Limited Data Sets. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor (collectively, “Recipients”), Business Associate shall require Recipients to agree in writing to the same restrictions and conditions that apply to the Business Associate under this Agreement. Business Associate shall report to Covered Entity any use or disclosure of PHI not permitted by this Agreement, of which it becomes aware, such report to be made within three (3) business days of the Business Associate becoming aware of such use or disclosure. In addition to Business Associate’s obligations under Section 9, Business Associate agrees to mitigate, to the extent practical and unless otherwise requested by Covered Entity in writing or as directed by or as a result of a request by Covered Entity to disclose to Recipients, any harmful effect that is known to Business Associate and is the result of a use or disclosure of PHI by Business Associate or Recipients in violation of this Agreement.
4. **Individual Rights Regarding Designated Record Sets.** If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate shall (i) provide access to, and permit inspection and copying of, PHI by Covered Entity or, as directed by Covered Entity,

an individual who is the subject of the PHI under conditions and limitations required under 45 CFR §164.524, as it may be amended from time to time, and (ii) amend PHI maintained by Business Associate as requested by Covered Entity. Business Associate shall respond to any request from Covered Entity for access by an individual within five (5) days of such request and shall make any amendment requested by Covered Entity within ten (10) days of such request. Any information requested under this Section 4 shall be provided in the form or format requested, if it is readily producible in such form or format. Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies). Covered Entity shall determine whether a denial is appropriate or an exception applies. Business Associate shall notify Covered Entity within five (5) days of receipt of any request for access or amendment by an individual. Covered Entity shall determine whether to grant or deny any access or amendment requested by the individual. Business Associate shall have a process in place for requests for amendments and for appending such requests to the Designated Record Set, as requested by Covered Entity.

5. **Accounting of Disclosures.** Business Associate shall make available to Covered Entity in response to a request from an individual, information required for an accounting of disclosures of PHI with respect to the individual in accordance with 45 CFR §164.528, as amended by Section 13405(c) of the HITECH Act and any related regulations or guidance issued by HHS in accordance with such provision. Business Associate shall provide to Covered Entity such information necessary to provide an accounting within thirty (30) days of Covered Entity's request or such shorter time as may be required by state or federal law. Such accounting must be provided without cost to the individual or to Covered Entity if it is the first accounting requested by an individual within any twelve (12) month period. For subsequent accountings within a twelve (12) month period, Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies) so long as Business Associate informs the Covered Entity and the Covered Entity informs the individual in advance of the fee, and the individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive termination of this Agreement and shall continue as long as Business Associate maintains PHI.
6. **Withdrawal of Authorization.** If the use or disclosure of PHI in this Agreement is based upon an individual's specific authorization for the use of his or her PHI, and (i) the individual revokes such authorization in writing, (ii) the effective date of such authorization has expired, or (iii) the consent or authorization is found to be defective in any manner that renders it invalid, Business Associate agrees, if it has notice of such revocation or invalidity, to cease the use and disclosure of any such individual's PHI except to the extent it has relied on such use or disclosure, or where an exception under the Confidentiality Requirements expressly applies.
7. **Records and Audit.** Business Associate shall make available to the U.S. Department of Health and Human Services or its agents, its internal practices, books, and records relating to the use and disclosure of PHI received from, created, or received by Business Associate on behalf of Covered Entity for the purpose of determining Covered Entity's compliance with the Confidentiality Requirements or any other health oversight agency, in a time and manner designated by the Secretary. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity immediately upon receipt by Business Associate of any and all requests

by or on behalf of any and all federal, state and local government authorities served upon Business Associate for PHI.

8. **Implementation of Security Standards; Notice of Security Incidents.** Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement. Business Associate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate acknowledges that the HITECH Act requires Business Associate to comply with 45 C.F.R. §§ 164.308, 164.310, 164.312, 164.314, and 164.316 as if Business Associate were a Covered Entity, and Business Associate agrees to comply with these provisions of the Security Standards and all additional security provisions of the HITECH Act. Furthermore, **to the extent feasible, Business Associate will use commercially reasonable efforts to** ensure that the technology safeguards used by Business Associate to secure PHI will render such PHI unusable, unreadable and indecipherable to individuals unauthorized to acquire or otherwise have access to such PHI in accordance with HHS Guidance published at 74 Federal Register 19006 (April 17, 2009), or such later regulations or guidance promulgated by HHS or issued by the National Institute for Standards and Technology ("NIST") concerning the protection of identifiable data such as PHI. Business Associate acknowledges and agrees that the HIPAA Omnibus Rule finalized January 25, 2013 at 78 Fed. Reg. 5566 requires Business Associate to comply with new and modified obligations imposed by that rule under 45 C.F.R. §164.306, 45 C.F.R. § 164.308, 45 C.F.R. § 163.310, 45 C.F.R. § 164.312, 45 C.F.R. § 164.316, 45 C.F.R. § 164.502, 45 C.F.R. § 164.504. Lastly, Business Associate will promptly report to Covered Entity any successful Security Incident of which it becomes aware. At the request of Covered Entity, Business Associate shall identify: the date of the Security Incident, the scope of the Security Incident, the Business Associate's response to the Security Incident and the identification of the party responsible for causing the Security Incident, if known. Business Associate and Covered Entity shall take reasonable measures to ensure the availability of all affirmative defenses under the HITECH Act, HIPAA, and other state and federal laws and regulations governing PHI and EPHI.

9. **Data Breach Notification and Mitigation.**

- A. **HIPAA Data Breach Notification and Mitigation.** Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any "breach" of "unsecured PHI" as those terms are defined by 45 C.F.R. §164.402 (hereinafter a "HIPAA Breach"). The parties acknowledge and agree that 45 C.F.R. §164.404, as described below in this Section 9.1, governs the determination of the date of a HIPAA Breach. In the event of any conflict between this Section 9.1 and the Confidentiality Requirements, the more stringent requirements shall govern. Business Associate will, following the discovery of a HIPAA Breach, notify Covered Entity immediately and in no event later than three (3) business days after Business Associate discovers such HIPAA Breach, unless Business Associate is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations. For purposes of reporting a HIPAA Breach to Covered Entity, the discovery of a HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to the Business Associate or, by exercising reasonable diligence, would have been known to the Business Associate. Business Associate will be considered to have had knowledge of a HIPAA Breach if the HIPAA Breach is known, or

by exercising reasonable diligence would have been known, to any person (other than the person committing the HIPAA Breach) who is an employee, officer or other agent of the Business Associate. No later than seven (7) business days following a HIPAA Breach, Business Associate shall provide Covered Entity with sufficient information to permit Covered Entity to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. §164.400 *et seq.* Specifically, if the following information is known to (or can be reasonably obtained by) the Business Associate, Business Associate will provide Covered Entity with: (i) contact information for individuals who were or who may have been impacted by the HIPAA Breach (e.g., first and last name, mailing address, street address, phone number, email address); (ii) a brief description of the circumstances of the HIPAA Breach, including the date of the HIPAA Breach and date of discovery; (iii) a description of the types of unsecured PHI involved in the HIPAA Breach (e.g., names, social security number, date of birth, address(es), account numbers of any type, disability codes, diagnostic and/or billing codes and similar information); (iv) a brief description of what the Business Associate has done or is doing to investigate the HIPAA Breach, mitigate harm to the individual impacted by the HIPAA Breach, and protect against future HIPAA Breaches; and (v) appoint a liaison and provide contact information for same so that the Covered Entity may ask questions or learn additional information concerning the HIPAA Breach. Following a HIPAA Breach, Business Associate will have a continuing duty to inform Covered Entity of new information learned by Business Associate regarding the HIPAA Breach, including but not limited to the information described in items (i) through (v), above.

- B. Data Breach Notification and Mitigation Under Other Laws. In addition to the requirements of Section 9.1, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach of individually identifiable information (including but not limited to PHI, and referred to hereinafter as “Individually Identifiable Information”) that, if misused, disclosed, lost or stolen, Covered Entity believes would trigger an obligation under one or more State data breach notification laws (each a “State Breach”) to notify the individuals who are the subject of the information. Business Associate agrees that in the event any Individually Identifiable Information is lost, stolen, used or disclosed in violation of one or more State data breach notification laws, Business Associate shall promptly: (i) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach; (ii) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach conducted by any State Attorney General or State Consumer Affairs Department (or their respective agents); (iii) comply with Covered Entity’s determinations regarding Covered Entity’s and Business Associate’s obligations to mitigate to the extent practicable any potential harm to the individuals impacted by the State Breach; and (iv) assist with the implementation of any decision by Covered Entity or any State agency, including any State Attorney General or State Consumer Affairs Department (or their respective agents), to notify individuals impacted or potentially impacted by a State Breach.
- C. Breach Indemnification. Business Associate shall indemnify, defend and hold Covered Entity and its officers, directors, employees, agents, successors and assigns harmless, from and against all reasonable losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs of judgments, settlements, court costs and

reasonable attorneys' fees actually incurred) (collectively, "Information Disclosure Claims") arising from or related to: (i) the use or disclosure of Individually Identifiable Information (including PHI) by Business Associate in violation of the terms of this Agreement or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Breach of Individually Identifiable Information by Business Associate. If Business Associate assumes the defense of an Information Disclosure Claim, Covered Entity shall have the right, at its expense and without indemnification notwithstanding the previous sentence, to participate in the defense of such Information Disclosure Claim. Business Associate shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of Covered Entity. Covered Entity likewise shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of Business Associate. To the extent permitted by law and except when caused by an act of Covered Entity or resulting from a disclosure to a Recipient required or directed by Covered Entity to receive the information, Business Associate shall be fully liable to Covered Entity for any acts, failures or omissions of Recipients in furnishing the services as if they were the Business Associate's own acts, failures or omissions.

- A. **If Client is a Governmental Entity the following clause does not apply:** Covered Entity shall indemnify, defend and hold Business Associate and its officers, directors, employees, agents, successors and assigns harmless, from and against all reasonable losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs of judgments, settlements, court costs and reasonable attorneys' fees actually incurred) (collectively, "Information Disclosure Claims") arising from or related to: (i) the use or disclosure of Individually Identifiable Information (including PHI) by Covered Entity, its subcontractors, agents, or employees in violation of the terms of this Agreement or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Breach of Individually Identifiable Information by Covered Entity, its subcontractors, agents, or employees.
- B. Covered Entity and Business Associate shall seek to keep costs or expenses that the other may be liable for under this Section 9, including Information Disclosure Claims, to the minimum reasonably required to comply with the HITECH Act and HIPAA. Covered Entity and Business Associate shall timely raise all applicable affirmative defenses in the event a violation of this Agreement, or a use or disclosure of PHI or EPHI in violation of the terms of this Agreement or applicable law occurs.

10. Term and Termination.

- A. This Agreement shall commence on the Effective Date and shall remain in effect until terminated in accordance with the terms of this Section 10, provided, however, that termination shall not affect the respective obligations or rights of the parties arising under this Agreement prior to the effective date of termination, all of which shall continue in accordance with their terms.
- B. Covered Entity shall have the right to terminate this Agreement for any reason upon thirty (30) days written notice to Business Associate.

- C. Covered Entity, at its sole discretion, may immediately terminate this Agreement and shall have no further obligations to Business Associate if any of the following events shall have occurred and be continuing:
 - A. Business Associate fails to observe or perform any material covenant or obligation contained in this Agreement for ten (10) days after written notice thereof has been given to the Business Associate by Covered Entity; or
 - B. A violation by the Business Associate of any provision of the Confidentiality Requirements or other applicable federal or state privacy law relating to the obligations of the Business Associate under this Agreement.
 - D. Termination of this Agreement for either of the two reasons set forth in Section 10.c above shall be cause for Covered Entity to immediately terminate for cause any Business Arrangement pursuant to which Business Associate is entitled to receive PHI from Covered Entity.
 - E. Upon the termination of all Business Arrangements, either Party may terminate this Agreement by providing written notice to the other Party.
 - F. Upon termination of this Agreement for any reason, Business Associate agrees either to return to Covered Entity or to destroy all PHI received from Covered Entity or otherwise through the performance of services for Covered Entity, that is in the possession or control of Business Associate or its agents. In the case of PHI which is not feasible to "return or destroy," Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Business Associate further agrees to comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of such PHI.
11. **No Warranty.** PHI IS PROVIDED TO BUSINESS ASSOCIATE SOLELY ON AN "AS IS" BASIS. COVERED ENTITY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.
12. **Ineligible Persons.** Business Associate represents and warrants to Covered Entity that Business Associate (i) is not currently excluded, debarred, or otherwise ineligible to participate in any federal health care program as defined in 42 U.S.C. Section 1320a-7b(f) ("the Federal Healthcare Programs"); (ii) has not been convicted of a criminal offense related to the provision of health care items or services and not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs, and (iii) is not under investigation or otherwise aware of any circumstances which may result in Business Associate being excluded from participation in the Federal Healthcare Programs. This shall be an ongoing representation and warranty during the term of this Agreement, and Business Associate shall immediately notify Covered Entity of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall give Covered Entity the right to terminate this Agreement immediately for cause.

13. Miscellaneous.

- A. **Notice.** All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (i) personal delivery; (ii) certified or registered United States mail, return receipt requested; or (iii) overnight delivery service with proof of delivery. Notices shall be sent to the addresses below. Neither party shall refuse delivery of any notice hereunder.

If to Covered Entity:

ATTN: Compliance Department
3000 North Cage Blvd.
Pharr, TX 78577

If to Business Associate:

ImageTrend, LLC
Attn: Legal Department
20855 Kensington Blvd.
Lakeville, MN 55044

14. **Waiver.** No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the Party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.
15. **Assignment.** Neither Party may assign (whether by operation or law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, Covered Entity shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Covered Entity, without the prior approval of Business Associate.
16. **Severability.** Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.
17. **Entire Agreement.** This Agreement constitutes the complete agreement between Business Associate and Covered Entity relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Business Arrangements or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Business Arrangements are more strict with respect to PHI and comply with the Confidentiality Requirements, or the parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either Party; provided, however, that upon the enactment of any law, regulation, court decision or relevant government publication and/or interpretive guidance or policy that the Covered Entity believes in good faith will adversely impact the use or disclosure of PHI under

this Agreement, Covered Entity may amend the Agreement to comply with such law, regulation, court decision or government publication, guidance or policy by delivering a written amendment to Business Associate which shall be effective thirty (30) days after receipt. No obligation on either Party to enter into any transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon the parties, their affiliates and respective successors and assigns. No third party shall be considered a third-party beneficiary under this Agreement, nor shall any third party have any rights as a result of this Agreement.

18. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the state in which Business Associate is located, excluding its conflicts of laws provisions. Jurisdiction and venue for any dispute relating to this Agreement shall exclusively rest with the state and federal courts in the county in which Business Associate is located.
19. **Equitable Relief.** The parties understand and acknowledge that any disclosure or misappropriation of any PHI in violation of this Agreement will cause the other irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that the injured party shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as the injured party shall deem appropriate. Such right is to be in addition to the remedies otherwise available to the parties at law or in equity. Each party expressly waives the defense that a remedy in damages will be adequate and further waives any requirement in an action for specific performance or injunction for the posting of a bond.
20. **Nature of Agreement; Independent Contractor.** Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, or (ii) a relationship of employer and employee between the parties. Business Associate is an independent contractor, and not an agent of Covered Entity. This Agreement does not express or imply any commitment to purchase or sell goods or services.
21. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this Agreement is sought. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same force and effect as physical execution and delivery of the paper document bearing the original signature.

IN WITNESS WHEREOF: the undersigned parties, each having authority to bind their respective organizations, hereby agree.

<u>Client</u>	<u>ImageTrend</u>
<u>Signature:</u>	<u>Signature:</u>
<u>Print Name:</u>	<u>Print Name:</u>
<u>Title:</u>	<u>Title:</u>
<u>Date:</u>	<u>Date:</u>

DATA EXCHANGE AUTHORIZATION

Between ImageTrend, LLC (“ImageTrend”), a Minnesota Corporation located at 20855 Kensington Blvd., Lakeville, MN 55044 and Pharr EMS (“the Data Controller” and “Client”) residing at 3000 North Cage Blvd. Pharr,, TX 78577 for transmitting ePHI data as identified below.

Whereas; ImageTrend is a provider of data management services and a current Business Associate to the Data Controller; and

Whereas; the Data Controller wishes ImageTrend to exchange certain ePHI data from and to the Data Controller’s System, in ImageTrend’s capacity as a Business Associate.

Data Exchange Purpose The purpose of this Data Exchange Authorization is to exchange Data Controller’s data in accordance with the table below that lists the data exchange work items to be fulfilled by ImageTrend (“the Identified Data Exchanges”). It is Data Controllers sole obligation to ensure the “Destination” column is accurate. ImageTrend will fulfill and exchange data with the listed Destination party, and will not deviate from the identified destination unless ImageTrend is directed otherwise in writing by Data Controller. Notwithstanding any term to the contrary, ImageTrend shall not be liable in any manner for sending or receiving data as outlined below; Data Controller assumes all risk for the data source(s) and destination(s) identified below.

Description	Quote Description	Data Source	Data Destination
Availity Clearinghouse - Integration	The Availity Clearinghouse Integration for a single agency Includes: Electronic Claims (837), Electronic remittance advice (835), Eligibility verification, and Daily automated claim status inquiry,. The initial clearinghouse enrollment process will be assisted by ImageTrend to ensure a smooth transition. ImageTrend includes the cost of Availity’s Clearinghouse service within the cost of the Availity Clearinghouse Integration. Any and all support regarding the clearinghouse after initial setup will be the responsibility of the client.	ImageTrend at Lakeville, MN55044	Office Ally
Agency Preferred Clearinghouse Vendor - Integration	This Integration Includes for single agency: Electronic Claims (837) to be exported and Electronic remittance advice (835) to be imported directly with your clearinghouse vendor of choice. Not all clearinghouse vendors provide a bi-directional data exchange and results may vary. All costs associated with client’s preferred Clearinghouse vendor would be the responsibility of the client. The exchange will be made through an SFTP folder hosted by the client’s preferred clearinghouse vendor.	ImageTrend at Lakeville, MN55044	Office Ally

Authorization. Data Controller hereby authorizes ImageTrend to transmit, import, and/or disclose in accordance with the Identified Data Exchanges, and to transmit, import and/or disclose other data reasonably necessary to achieve the purpose of each work line item outlined in the table above. This Agreement modifies any prior agreements of the parties only to the extent necessary to effect this agreement, and does not otherwise change the terms of any prior agreements between the parties.

Right to Revoke or Terminate. Data Controller may terminate or revoke the right to transmit or disclose data granted to ImageTrend by this Agreement at any time by providing reasonable written notice to ImageTrend and providing a commercially reasonable period of time in which to effect the termination.

The Parties hereby agree to this Data Exchange Authorization:

IN WITNESS WHEREOF: the undersigned parties, each having authority to bind their respective organizations, hereby agree.

Client	ImageTrend
<u>Signature:</u> _____	<u>Signature:</u> _____
<u>Print Name:</u> _____	<u>Print Name:</u> _____
<u>Title:</u> _____	<u>Title:</u> _____
<u>Date:</u> _____	<u>Date:</u> _____

MANDATORY TERMS OF USE FOR CLEARINGHOUSE PROVIDER

Client shall adhere to the rules, regulations and policies of Payers and governmental agencies having jurisdiction including the department of Health and Human Services ("HHS"). Client shall provide or obtain any documents or supplementary agreements requested by Clearinghouse necessary to comply with said rules, regulations, and policies. Client shall be bound, to the same extent as Clearinghouse, by all applicable Payer-imposed contractual obligations or policies required for access to such Payer, and this Agreement shall be subject to any such obligation or policy. Client acknowledges that from time to time, Client may be required to give its written acknowledgement of certain obligations. With respect to Medicaid eligibility transactions, Clearinghouse and ImageTrend are required to pass on and/or obtain the following covenants from Client: (a) access to eligibility information shall be restricted to the sole purpose of verification of Medicaid eligibility where the recipient has requested Medicaid payment for medical services; (b) verification of eligibility under the system is not a guarantee of payment and the records as to the recipient's eligibility status shall be final authority; (c) Client indemnifies and holds harmless each State, its agents and employees, from any and all claims by such Client or any recipient who is aggrieved by the actions of Client; and (d) Client agrees to abide by the Federal and State regulations regarding confidentiality of information. Clearinghouse EXPLICITLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. Clearinghouse does not guarantee the payment or the timing of payment of any claims submitted through the Clearinghouse Services. Payment remains the responsibility of the particular Payer of health care services and/or supplier to which the CLIENT is submitting. IN NO EVENT SHALL Clearinghouse BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES EVEN IF Clearinghouse HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CLEARINGHOUSE'S AGGREGATE LIABILITY TO CLIENT UNDER THIS AGREEMENT AND WITH RESPECT TO Clearinghouse Services, CHC PRODUCTS AND CHC MATERIALS FURNISHED HEREUNDER (WHETHER UNDER CONTRACT, TORT OR ANY OTHER THEORY OF LAW OR EQUITY) SHALL NOT EXCEED, UNDER ANY CIRCUMSTANCES, THE LESSER OF (A) THE PRICE PAID BY VENDOR TO Clearinghouse FOR THE PARTICULAR Clearinghouse Services, Clearinghouse PRODUCTS AND/OR Clearinghouse MATERIALS DURING THE ONE (1) YEAR PRECEDING VENDOR'S CLAIM; OR (B) \$10,000. THE FOREGOING LIMITATION OF LIABILITY REPRESENTS THE ALLOCATION OF RISK OF FAILURE BETWEEN THE PARTIES AS REFLECTED IN THE PRICING HEREUNDER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. In the event information to be transmitted through the Clearinghouse Services is not transmitted by Clearinghouse or is not accurately transmitted as a result of Clearinghouse's failure to perform the Clearinghouse Services in accordance with the terms of this Agreement and such failure results in damage to Client, then Clearinghouse's sole obligation and liability to Client for such event (subject to reasonable mitigation by Client) shall be limited to furnishing credits on subsequent invoices from Clearinghouse to ImageTrend and Client in an aggregate amount equal to the actual damages incurred for reconstructing or retransmitting the data, including reasonable out-of-pocket expenses which Client can demonstrate it has sustained and which are directly attributable to such failure. Any claim against Clearinghouse by Client must be asserted in writing within sixty (60) days after Clearinghouse should have transmitted information received from a Client or the transmission of inaccurate information on which the claim is based, whichever is applicable. Client hereby agrees to promptly supply to Clearinghouse and ImageTrend documentation reasonably requested by Clearinghouse or ImageTrend to support any claim of Vendor. THE FOREGOING STATES THE ENTIRE LIABILITY OF Clearinghouse WITH RESPECT TO CLAIMS THAT INFORMATION WAS NOT TRANSMITTED OR WAS TRANSMITTED INACCURATELY BY Clearinghouse AND SUCH LIABILITY IS FURTHER LIMITED BY THE LIMITATIONS OF LIABILITY APPEARING IN THE PARAGRAPH ABOVE.

Master Software and Services Agreement

CONTRACT NUMBER: 00009825.0

BETWEEN

Pharr EMS

3000 North Cage Blvd.

Pharr, TX 78577

AND

IMAGETREND®

ImageTrend, LLC

20855 Kensington Blvd.

Lakeville, Minnesota 55044

THIS AGREEMENT is made and entered into on the date last written below, by and between the ImageTrend, LLC, a Minnesota corporation (hereinafter "ImageTrend"), and Pharr EMS (hereinafter "Client"), together "the Parties."

RECITALS

WHEREAS, Client desires to have services performed by ImageTrend; or

WHEREAS, Client desires to purchase Commercial-Off-The-Shelf Software from ImageTrend; or

WHEREAS, Client desires to purchase Custom Software Development from ImageTrend; and

WHEREAS, ImageTrend possesses technical skill, knowledge, and capability in consulting and designing custom and off-the-shelf software solutions and performing technical software services and Client desires such services.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. DEFINITIONS

"Agreement" and **"This Agreement"** means this Master Software and Services Agreement, the Work Orders issued hereunder, all Attachments and Exhibits attached hereto, or any Amendments made in mutually executed hereto.

"Business Day" means a single 8 hour period occurring on a Monday, Tuesday, Wednesday, Thursday or Friday, 9:00am CST to 5:00pm CST, excluding holidays per §14(b) below. Unless specified in a Service Order, ImageTrend personnel will only perform services during Business Days.

"Business Week" means a 5 day period, beginning Monday at 9:00am CST and ending Friday at 5:00pm CST, excluding holidays per below.

"Confidential information" means the proprietary products and trade secrets, including, but not limited to, computer software, code, technical parameters, price lists, methods of pricing, customer lists, designs, software documentations, manuals, models and account tables, and any and all information maintained or developed. Information shall be considered Confidential Information if it is identified in writing as confidential or proprietary, or if disclosed verbally or visually in discussion, upon written notice specifying and describing the nature of the orally disclosed Confidential Information at that time, or within fifteen (15) days of such disclosure.

"Commercial Off The Shelf" or "COTS" means pre-designed software products which are made available for sale by ImageTrend to many customers. COTS is mutually exclusive to Custom Software or Custom IP. MOTS means Modified Off The Shelf, and is a derivative work of ImageTrend COTS Software.

"Custom IP" or "Custom Software" means software products, or other Intellectual Property, which is designed for a specific purpose, for a specific customer or CLIENT.

“Deliverable” means an intangible or tangible product, material, or service produced as a result of a Work Order, and each Deliverable is specified in the corresponding Work Order from which it is produced.

“Disclosing Party” means the party disclosing Confidential Information to the other party, see also Receiving Party.

“Effective Date” means the date upon which the last party has signed and executed this Agreement.

“Fixed Fee” means a fixed amount of compensation due in return for a fixed Deliverable.

“Governmental Entity” shall have the same meaning as “State and local government entities” as defined in the General Services Administration Acquisition Manual (GSAM) at 538.7001, as updated.

“Intellectual Property” means any intellectual property or proprietary rights in any jurisdiction, whether owned or held for use under license, whether registered or unregistered, including such rights in and to: (i) trademarks, trade dress, service marks, certification marks, logos, trade names, brand names, corporate names, assumed names and business names (“Trademarks”, which term shall include the items described in clause (viii) below); (ii) patents and any and all divisions, continuations, continuations-in-part, reissues, continuing patent applications, reexaminations or extensions thereof, any counterparts claiming priority therefrom, utility models, patents of importation/confirmation, certificates of invention, certificates of registration and like statutory rights; inventions, invention disclosures, discoveries and improvements, whether patentable or not; (iii) copyrights and works of authorship; (iv) trade secrets (including those trade secrets defined in the Uniform Trade Secrets Act and under corresponding federal, state or foreign statutory or common law), business, technical and know-how information, non-public information, and confidential information and rights to limit the use or disclosure thereof by any Person; (v) mask works; (vi) moral rights, author’s rights or rights of publicity; (vii) claims, causes of action and defenses relating to the enforcement of any of the foregoing; (viii) any applications for registration of any of the foregoing, and all renewals or extensions of any of the foregoing, whether now existing or hereafter arising; and (ix) the goodwill associated with each of the foregoing. For the avoidance of doubt, “Intellectual Property Rights” includes any and all of the foregoing related to computer software, data files, Source Code, Object Code, APIs, manuals, documentation, specifications, databases or other materials or information.

“Licensed Information” means any information pertaining to the Software which is owned by IMAGETREND and is licensed to CLIENT. Licensed Information includes such information as input form, user manuals and user documentation, interface format and input/output format, and any other materials pertaining to the Software.

“Local Travel” means travel to a destination in the Twin Cities Metro area, within 30 miles of Lakeville, MN.

“Materials” and “Expenses” means but is not limited to third party software licenses, physical hardware, test devices, or other items, reasonable travel expenses (including but not limited to food, lodging, and transportation), printing, delivery of materials, or any other cost reasonably incurred arising out of this Agreement.

“Master Services Agreement” means this document excluding Work Orders issued from this document.

“Pre-Existing Materials” means code, documentation, frameworks, development accelerators, tool sets or any other materials owned by ImageTrend and not developed as part of the services performed for

Client. It may include, without limitation, Security Framework, Dashboard, ImageTrend Frameworks, Report Writer and any other tools or Intellectual Property made or used by ImageTrend unrelated to this Agreement.

“On-Site Hour” means time an hour worked by ImageTrend personnel on Client premises, or other premises of Client’s choosing that are not ImageTrend’s corporate offices.

“Statement of Work” means the technical document which outlines a mutually agreed upon specification for particular Custom Development projects and associated costs, payment terms and acceptance procedures. This document requires client acceptance and signature prior to beginning work.

“Support” means technical support for the configuration and functioning of the products, including taking and monitoring defect reports, as defined further below in the Service Level Agreement between ImageTrend and Client.

“Software” means ImageTrend software provided to Client by ImageTrend, specifically software developed and/or written by ImageTrend. Software developed by a third-party which is purchased on behalf of Client is considered Third Party Material.

“Receiving Party” means the party receiving Confidential Information from the Disclosing Party.

“The Agreement” means collectively this Master Services Agreement, its Exhibits, all Work Orders issued from this Master Services Agreement, and all Exhibits to Work Orders.

“Third Party Material(s)” means software or other materials owned by a party other than Client or ImageTrend.

“Time and Materials Basis” means charges billable to the Client based upon each hour worked, multiplied by the hourly rate for the work, plus the cost of any Materials necessary (including but not limited to, the cost of third party software licenses, travel and accommodation expenses, or otherwise), or Materials beneficial (conditioned upon mutual assent of the parties), billed on a monthly basis in arrears.

“Work Order” means the document which outlines a mutually agreed upon set of services, products, or Deliverables and associated costs, payment terms, and acceptance procedures.

SECTION 2. TERM OF AGREEMENT

The Term of this Agreement shall be 12 months from the Effective Date of this Agreement (“Initial Term”). Upon expiration of a Term, the Term shall automatically renew under the same terms and conditions for additional subsequent 12 month term (“Renewal Term”), unless terminated under the terms of this Agreement or by otherwise giving the other party no less than 30 days of written notice prior to the last day of the then-current Term.

SECTION 3. WORK ORDERS

CREATION OF WORK ORDERS. The parties may, from time to time, work together to detail the specific engagement scope, pricing, acceptance criteria, and terms of services to be performed and Deliverables to be delivered by ImageTrend. ImageTrend will set forth these details as a Work Order. If the Work Order is for the purchase of COTS Software, the Work Order shall also outline the quantity and SKU of

each product or service as applicable. Should a Work Order contain no term regarding a topic, the terms of this Master Services Agreement shall hold instead.

LIMITATIONS OF WORK ORDERS. Work Orders may include requirements on the Client. Such requirements, when executed as part of a mutual agreed writing, form a material part of this Agreement and of the Work Order where the requirement is presented. Additionally, either party may set forth factual assumptions (“Assumption”) in each Work Order. Notwithstanding anything in this Agreement or the Work Order, a Work Order will be rendered void to the extent that ImageTrend is obligated to perform services which are impossible or impracticable. Further, a Work Order will be rendered voidable to the extent that ImageTrend is obligated to perform services materially different than originally set out in that Work Order due to an inaccurate Assumption. The parties will make commercially reasonable efforts to negotiate an alternative or modified Work Order in light of the inaccurate Assumption.

MODIFICATION OF WORK ORDERS. Any modification to the scope or tasks identified within the Work Order that change the work budget by an estimated 10 hours of work or more shall require a new modified written Work Order or written Change Order. ImageTrend shall not work on the new tasks in the modified Work Order until the Client has provided signed written acceptance of the new Work Order. The parties may waive this requirement on a case-by-case basis in writing. Modifications requiring less than an estimated 10 hours of work may be proposed and accepted verbally, with such modifications requiring less than 10 hours of work billed on a Time and Materials basis.

FEE MODEL. The Work Order will contain fee and payment terms. The following fee models are contemplated:

Model Name	Definition
Fixed Fee	ImageTrend shall perform the work outlined in the Work Order for a fixed flat fee, plus Expenses. The Fixed Fee is exclusive of Expenses unless the Work Order outlines the Expenses. The Fixed Fee model may include milestone payments, with such milestone payments outlined in the Work Order.
Time and Materials	ImageTrend shall perform the work outlined in the Work Order on a Time and Materials basis, at the rate(s) specified in the Work Order.

LEGAL EFFECT. Work Orders issued under this Master Services Agreement are incorporated by reference into this Master Services Agreement which collectively is called “the Agreement.” Work Orders do not override the terms of this Master Services Agreement unless specifically stated that they do so. Work Orders may contain their own Fee/Payment Schedules and Payment Terms; those terms are binding insofar as they concern the services or Deliverables contemplated by the Work Order. For Work Orders without their own fee and payment terms, the payment terms in the Price Sheet and Work Order Attachment below control.

CUSTOMIZED SOFTWARE DEVELOPMENT. The parties may mutually agree to a Work Order also known as a Statement of Work for the development of new or custom software, also known as “Modified Off The Shelf” or MOTS. All normal requirements of the Work Order shall apply, but additionally the parties must work together to mutually define a Statement of Work which outlines the tasks, and their timelines, to be undertaken as part of the project. Any Customized Software or MOTS Software developed under this Agreement will be Intellectual Property owned by ImageTrend. Should Client

desire ownership of any Intellectual Property developed by ImageTrend, this must be embodied by a separate, mutually executed contract. For clarity, Client shall not and will not own any ImageTrend Intellectual Property under any circumstance under this Agreement. Client may only receive a license thereto as outlined in each Work Order.

SECTION 4. PERFORMANCE OF SERVICES

COMMENCEMENT. ImageTrend shall begin services described in the Work Order subsequent mutual signed execution the Work Order. No services shall begin before mutual signed and written final acceptance of each Work Order.

USE OF KNOW HOW. ImageTrend shall use its know-how, Intellectual Property, talent, skills, and employees to perform the services. Client shall conditionally receive a license to any and all pre-existing ImageTrend Intellectual Property and Know-How used in the creation of Deliverables and delivery of services as outlined below in §6 “Licensing and Intellectual Property” and the Software Licensing Terms Attachment.

MATERIALS. Materials (including, but not limited to, third party software licenses, physical hardware, test devices, or other items and any other Material) that will be used in the development of the Software will be identified by ImageTrend to Client. ImageTrend shall acquire such Materials as the parties mutually agree should be acquired, and it shall be the Client’s responsibility to pay for those materials.

ACCEPTANCE OF SERVICES AND DELIVERABLES. ImageTrend shall deliver completed Deliverables and services to Client for acceptance. Each Work Order must detail the acceptance criteria for each Deliverable or service contained within that Work Order. If a Deliverable or services acceptance criteria is measurable objectively, it shall be complete upon satisfaction of that objective measurement without regard to either party’s satisfaction with the Deliverable. If 1) a Deliverable’s acceptance criteria is based on Client’s satisfaction with the Deliverable, or 2) no acceptance criteria is detailed, then the following default clause shall apply:

After delivery of the Deliverable or performance of the service, Client shall have no more than 15 days to: 1) accept the deliverable or service, or 2) reject the deliverable or service by providing a written rejection that reasonably sets forth the reason for the rejection and the changes required to gain Client’s acceptance, or 3) provide a written request for a 15 additional day extension to review the Deliverable or service; ImageTrend shall not unreasonably withhold approval of such 15 day extension. If Client does not provide an acceptance within the above time frame inclusive of extensions, the Deliverable or service will be deemed accepted. After delivery of the fourth revision of the service or Deliverable, the service or Deliverable shall be deemed accepted by Client.

SECTION 5. FEES, INVOICING, AND PAYMENT TERMS

PROMPT PAYMENT ACTS. IF CLIENT IS A GOVERNMENTAL ENTITY, THE FOLLOWING PARAGRAPH APPLIES: To the degree any term in this Section 5, or any payment related term in any Work Order,

conflicts with the governing prompt payment act or similar procurement act which unambiguously limits client's ability to agree or comply with any term in this section 5 or in any payment related term in any work order ("The PPA"), the term in the PPA will instead control. For clarity, unless there is an unambiguous conflict between the terms of this Section 5 or in any Work Order, the PPA shall not control and this Agreement shall still control.

FEES. Client shall owe to ImageTrend such fees as set forth in each mutually executed Work Order.

SCHEDULING NON-LOCAL TRAVEL. For air travel Client may, and is strongly advised to, schedule travel no less than 3 weeks in advance of the first on-site date by written request; ImageTrend reserves the right to approve or deny travel requests on a per-request basis. Client may also request travel by writing with 3 weeks or less advance notice; ImageTrend reserves the right to approve or deny such travel requests, and to invoice costs to Client due to scheduling changes ImageTrend must make to accommodate such a request if approved.

CANCELLATION, RESCHEDULE, OR DELAY. Client will provide to ImageTrend (10) ten business days prior written notice of Client's intent to delay, reschedule, or cancel ("Staffing Change") any service in a Work Order which requires an ImageTrend employee to perform work at a specific location or at a specific time (e.g. face-to-face meetings, on-site visits, after hours on-call status). If Client fails to provide such notice, Client shall reimburse ImageTrend for loss caused by the Staffing Change. ImageTrend shall use commercially reasonable efforts to mitigate any losses that would be incurred by a Staffing Change and due to ImageTrend by Client.

INVOICING. Unless otherwise specified in a Work Order, invoices must be paid on Net 30 terms. Any objection to an invoice must be made in writing. Client may request up to an additional 15 days to review Deliverables associated with an invoice, approval to which ImageTrend shall not unreasonably withhold. If Client does not object to an invoice, or request an extension to review Deliverables, within 15 days after receipt of the invoice then the invoice is deemed accepted and any right to object to the invoice is waived. Payment shall be made by check or by ACH transfer to ImageTrend.

REMEDIES FOR NON-PAYMENT. Should Client fail to pay per the terms of this Agreement and this Section 5, ImageTrend may; 1) suspend services under all Work Orders until such payment is made in full, and/or 2) charge a late fee at the lesser of 1.5% or the maximum allowed by law, and/or 3) invoice Client for the costs of collection including reasonable attorney's fees.

TRAVEL COSTS. Should Client desire ImageTrend to send personnel to a location of Client's choosing in the continental United States, Client may pay \$1,800 per ImageTrend trainer per trip and a further \$1,750 per trainer per day spent at Client's chosen location. Travel outside of the continental US will be quoted by ImageTrend upon request. Travel may only be scheduled for a maximum of one business week of Monday through Friday per trip; however, Client may book consecutive trips. Non-local travel scheduling which runs from one business week into a subsequent business week(s) (e.g. start date on Friday at 8:00am, end date Wednesday at 5:00pm, "Overlapped Weekend") will result in ImageTrend invoicing Client an additional trip for each Overlapped Weekend. ImageTrend staff will work 8 hours

each day, except on the first and last day of each trip ImageTrend may reserve up to 2 hours of the Business Day for travel time.

TIME AND MATERIALS RATE. Unless otherwise specified in a Work Order, ImageTrend's Time and Materials rate is \$225.00 per hour.

PRICE ESCALATION. ImageTrend reserves the right to escalate the prices contained herein, and any recurring fee, by no more than 7% of the then current price for each anniversary of the Effective Date beginning one year from the last signature. ImageTrend further reserves the right to escalate travel prices once per year upon written notice to Client. Such travel price increases will only affect future travel prices and will not change the price or amount due to ImageTrend for previously rendered travel.

SECTION 6. DATA AND INTELLECTUAL PROPERTY

CLIENT DATA. All Client data provided to ImageTrend remains at all times the property of the Client unless otherwise specified by a Work Order. ImageTrend will not to use or make available any personally identifiable information or patient health information other than for performing the services outlined in a Work Order, and for use in an aggregated manner to monitor, operate, train artificial intelligence, and conduct statistical analyses relevant to the application's proper functioning, maintenance, optimization, or improvement. ImageTrend will not in any way transfer to any third party any Confidential Information of Client.

DE-IDENTIFICATION. ImageTrend may create a de-identified data set of Client's data ("the De-identified Data Set") and ImageTrend may, in ImageTrend's discretion, transform, analyze, distribute and redistribute, create derivative works of, license, make available to 3rd party researchers, or otherwise use the De-identified Data Set except as limited by: 1) this Agreement, 2) applicable law and regulation, e.g. State and Local data privacy law and HIPAA/HITECH, 3) notwithstanding any of the prior, ImageTrend shall create the De-identified Data Set in accordance with the then current HIPAA Safe Harbor Rule at 45 CFR § 164.514(2)(i) by removing the 18 listed data elements, and any additional data element designated as 'Personal Information' by State and Local data breach law (or equivalent laws). ImageTrend shall ensure its methods for creating the De-identified Data Set comport with industry best practices and guidance such as NISTIR 8053 'De-Identification of Personal Information' (available at <http://dx.doi.org/10.6028/NIST.IR.8053>). ImageTrend shall use reasonable administrative, technical, and physical safeguards to protect and prevent unauthorized disclosure of the De-identified Data Set. ImageTrend shall not attempt to re-identify any de-identified records.

GRANT OF LICENSE TO IMAGETREND'S PRE-EXISTING IP AND OWNERSHIP OF NEW IP. All Intellectual Property Rights connected to the ImageTrend pre-existing materials such as architectural structure, modules, processes, and Know-How that may be used in Deliverables ("Pre-existing IP"), shall remain owned by ImageTrend. ImageTrend agrees to grant to Client a royalty-free, worldwide, transferable, non-exclusive, use license for these architectural structures, modules, and processes that may be used solely in conjunction with the Deliverables and services performed under Work Orders and in accordance with the license selected below in the Software Licensing Terms Attachment, conditioned upon full payment of the Work Order from which the Deliverable containing Pre-Existing IP originates. This license may not be transferred, and Client may not sublicense, use, reproduce, distribute or prepare derivative works of ImageTrend's Pre-Existing IP except to the extent strictly necessary to fulfill the purpose of a Work Order. New Deliverables utilizing the same Pre-Existing IP may require another

license for that new Deliverable, in ImageTrend's discretion. New Custom Intellectual Property authored by the parties in the course of performing a Work Order shall be owned by the party that authored the Intellectual Property and in the case of derivative works, it shall be owned by the party who owns the work from which the derivative is made, or as otherwise set forth in the Work Order. In the case of ImageTrend Software products licensed per in the Software Licensing Terms Attachment below, or "Modified Off The Shelf Software" as defined above, ImageTrend shall own all Intellectual Property related to or arising out of any Work Order. A Work Order may specify who owns the intellectual property embodied in a Deliverable; however, absent such terms in the Work Order, the terms of this Agreement shall control. Any right not hereby granted is reserved.

SECTION 7. CONFIDENTIALITY

CONFIDENTIALITY ACKNOWLEDGEMENT. Each party hereby acknowledges and agrees that the other Party's Data, potential clients or customers, client or customer lists, business plans, pricing structures, software and database designs, and any other information a Party has marked as Confidential, constitute Confidential Information. Each party agrees to treat (and take precautions to ensure that its authorized personnel treat) Confidential Information as confidential in accordance with the confidentiality requirements and conditions set forth below. Orally transmitted information shall not be Confidential Information unless specified as such in a writing transmitted from the Disclosing party to the Receiving party within 15 days of the oral transmission, with such writing providing a reasonable description and scope of the Confidential Information transmitted.

CONFIDENTIALITY OBLIGATIONS. Each party agrees to keep confidential all confidential information disclosed to it by the other party in accordance herewith, and to protect the confidentiality thereof in the same manner it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information); provided, however, that the provisions of this §7 shall not apply to information which: (i) is in the public domain; (ii) has been acquired by a Party by means other than the disclosure of the information by the Disclosing Party; (iii) is duly obtained by a Party directly or indirectly from a third party who has independently developed the information and is entitled to disclose the information to the Party, and such disclosure does not directly or indirectly violate the confidentiality obligation of such third party; or (iv) becomes known publicly, without fault on the part of a Party, subsequent to the receipt of the information by Party.

SURVIVAL. This §7 shall survive the termination of this Agreement or of any license granted under this Agreement.

SECTION 8. WARRANTIES

NO CONFLICTS OF INTEREST. ImageTrend does not have any express or implied obligation to a third party which in any way conflicts with any of ImageTrend's obligations under this Agreement.

SERVICES. All services and will be provided in a professional and workmanlike manner in accordance with applicable industry standards and will comply with all applicable laws. All Deliverables will substantially conform to the agreed-upon specifications set forth in the applicable Work Order or as otherwise set forth in this Agreement.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT ABOVE, THE SERVICES IMAGETREND PROVIDES TO CLIENT ARE PROVIDED WITHOUT ADDITIONAL WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS, OR STATEMENTS MADE PRIOR TO THIS AGREEMENT. IMAGETREND HEREBY EXPRESSLY DISCLAIM, AND CLIENT HEREBY WAIVES, ANY REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO THE SERVICES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES PROVIDED IN THIS AGREEMENT ARE CLIENT'S SOLE AND EXCLUSIVE REMEDIES.

SECTION 9. LIMITATION OF LIABILITY

EACH PARTY SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF THAT PARTY IS ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. EACH PARTY'S CUMULATIVE LIABILITY ARISING OUT OF OR IN ANY MANNER RELATED TO THIS SHALL BE LIMITED TO THE AMOUNT OF THE FEES DUE UNDER THIS AGREEMENT.

SECTION 10. DISPUTE RESOLUTION

DUTY TO NEGOTIATE IN GOOD FAITH PRIOR TO FORMAL DISPUTES. IF CLIENT IS A GOVERNMENTAL ENTITY, THE FOLLOWING 2 PARAGRAPHS APPLY:

The parties shall attempt in good faith to resolve any dispute arising out of or relating to this agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this agreement. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within 15 days after delivery of the notice, the receiving party shall submit to the other a written response. The notice and response shall include with reasonable particularity (a) a statement of each party's position and a summary of arguments supporting that position, and (b) the name and title of the executive who will represent that party and of any other person who will accompany the executive. Within 30 days after delivery of the notice, the executives of both parties shall meet at a mutually acceptable time and place, or by teleconference.

All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation.

ARBITRATION. If Client is NOT a Governmental Entity the following paragraph applies:

Any dispute between ImageTrend and Client under this Agreement shall be resolved by arbitration by an arbitrator selected under the rules of the American Arbitration Association in the State of the defending party and the arbitration shall be conducted in that same location under the rules of said Association. If an arbitrator cannot be agreed upon by the parties, ImageTrend and Client shall each choose an arbitrator, and those two chosen arbitrators shall choose a third arbitrator, that third arbitrator shall preside over any dispute. ImageTrend and Client shall each be entitled to present evidence and argument to the arbitrator. The arbitrator shall have the right only to interpret and apply the provisions

of this Agreement and may not change any of its provisions. The arbitrator shall permit reasonable pre-hearing discovery of facts, to the extent necessary to establish a claim or a defense to a claim, subject to supervision by the arbitrator. The arbitrator shall endeavor to keep costs as low as possible while still allowing for the just and fair disposition of the dispute. The determination of the arbitrator shall be conclusive, final and binding upon the parties and judgment upon the same may be entered in any court having jurisdiction thereof. The arbitrator shall give written notice to the parties stating his determination, and shall furnish to each party a signed copy of such determination. ImageTrend and Client shall equally share the cost of the arbitrator(s) fees. The arbitrator may award reasonable costs and expenses, including reasonable attorney fees, to the prevailing party.

SECTION 11. NON-EXCLUSIVITY

This Agreement does not establish any exclusivity of service, contract, customer relationship, or otherwise between the parties.

SECTION 12. AMENDMENTS

This Agreement may only be modified by a mutually executed writing including but not limited to Work Orders, signed by a person having authority to sign.

SECTION 13. TERMINATION

Either Party may terminate this Agreement upon giving the other Party thirty days (30) days' prior written notice to the other Party in addition to any other remedy or right contained in this Agreement. This right of termination is additive to other rights of termination identified above in this Agreement and does not preclude the exercise of those other rights.

SECTION 14. INDEMNIFICATION

IMAGETREND INDEMNITY. ImageTrend shall defend and indemnify Client from and against third party claims, actions, suits, demands, damages, obligations, losses, settlements, judgments, costs, and expenses ("Claims"), which arise out of any negligent act or omission, or willful misconduct of ImageTrend. Client shall promptly notify ImageTrend for any actual or prospective Claim for which indemnification is sought. In the event that any third-party Claim is made and Client invokes this clause, ImageTrend shall have the right and option to undertake and control such defense of such action with counsel of ImageTrend's choice with control to settle any such Claim. ImageTrend shall have no obligation to defend or indemnify Client from Claims arising out of Client's negligent or intentional wrongful acts or omissions. Because ImageTrend must provide its own insurers with notice of a claim within 60 days of actual knowledge of a Claim, Client accordingly must provide ImageTrend written notice no more than 60 days after Client has actual knowledge of a Claim else ImageTrend shall have no obligation to indemnify Client.

CLIENT INDEMNITY. IF CLIENT IS A GOVERNMENTAL ENTITY THE FOLLOWING PARAGRAPH DOES NOT APPLY. Client shall defend and indemnify ImageTrend from and against third party claims, actions, suits, demands, damages, obligations, losses, settlements, judgments, costs, and expenses ("Claims"), which arise out of any negligent act or omission, or willful misconduct of Client. ImageTrend shall promptly notify Client for any actual or prospective Claim for which indemnification is sought. In the event that any third-party Claim is made and Client invokes this clause, Client shall have the right and option to undertake and control such defense of such action with counsel of Client's choice with control to settle

any such Claim. Client shall have no obligation to defend or indemnify ImageTrend from Claims arising out of Client's negligent or intentional wrongful acts or omissions. ImageTrend accordingly must provide Client written notice no more than 60 days after ImageTrend has actual knowledge of a Claim else Client shall have no obligation to indemnify Client.

SECTION 15. COOPERATIVE USE

Public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the CLIENT are eligible to participate in any subsequent Agreement. The parties agree that these lists are subject to change. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter, rules and regulations of the respective political entity and with applicable State and Federal Laws.

SECTION 16. GENERAL TERMS

- a. **INSURANCE REQUIREMENTS.** ImageTrend will provide to Client a Certificate of Insurance upon request.
- b. **ELECTRONIC SIGNATURES.** The parties agree to conduct transactions primarily via electronic means. Accordingly, each party accepts electronic signatures and Deliverables as equivalent to physical versions of the same.
- c. **BUSINESS DAYS AND HOLIDAYS.** The parties agree a business day is 8 hours long, and excludes Saturdays, Sundays, and days reasonably considered a holiday by either party per each party's written policies. Unless otherwise specified in a Work Order, ImageTrend shall perform services only during business days, from 9:00am CST to 5:00pm CST.
- d. **COUNTERPARTS.** This Agreement may be executed in counterpart originals, duly signed by both parties, each of which will be deemed an original but all of which, together, will constitute one and the same Agreement. Any terms not present in all counterpart copies are severed and void. Electronic counterparts are equally as valid as original counterparts.
- e. **FORCE MAJEURE.** Neither party will be liable for delays nor for non-performance due to an unforeseeable event, external to this Agreement and the parties, where the occurrence of the event beyond the non-performing or delayed party's reasonable control ("Force Majeure Events.") This clause shall not apply to costs due to ImageTrend to reimburse cancellation, reschedule, or modification of travel arrangements per §5 above. Force Majeure Events may include, but are not limited to: war, terrorism or threats of terrorism, civil disorder, labor strikes, fire, disease, medical epidemics or outbreaks, events which curtail necessary transportation facilities (e.g. airports), or other unforeseeable events where the occurrence of the event is beyond the non-performing or delayed party's control.
- f. **REASONABLE COOPERATION.** Client will reasonably cooperate with ImageTrend to the extent reasonably necessary to enable ImageTrend to perform the Services contemplated in each Work Order. Accordingly, Client will provide access, information or other materials in a fashion timely to the schedule of each Work Order. ImageTrend shall have no liability to Client for delays arising out the actions or non-actions of Client.

- g. **NON ASSIGNABILITY.** A party shall not assign this Agreement or its rights hereunder without the prior written consent of the other party.
- h. **JURISDICTION AND VENUE.** The parties agree that the law governing this Agreement shall be that of the State of Minnesota without regard to its conflict of laws principles. **IF CLIENT IS A GOVERNMENTAL ENTITY** the law governing this Agreement shall be that of the Client's jurisdiction without regard to its conflict of laws principles.
- i. **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties, with respect to this subject matter, including, but not limited to the services, goods, products, and Software provided by ImageTrend for Client and the compensation provided by Client for said provision of such services therefore, and supersedes all previous proposals, both oral and written, negotiations, representations, writings and all other communications between the parties. This Agreement may not be released, discharged, or modified except by an instrument in writing signed by the parties.
- j. **SEVERABILITY.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.
- k. **WAIVER.** No waiver by either party of any of any provision hereof shall constitute a waiver of any other term of this Agreement nor shall it preclude either party from enforcing its rights.
- l. **NONAPPROPRIATION. IF CLIENT IS A GOVERNMENTAL ENTITY THE FOLLOWING PARAGRAPH APPLIES.** The continuation of this Agreement is contingent upon the appropriation of funds by the legislature or other sources as applicable to fulfill the requirements of the Agreement. If the insufficient monies are appropriated to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the applicable appropriation laws or regulations for any lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Agreement or any Work Order hereto, the Agreement or applicable Work Order(s) shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated. ImageTrend shall be entitled to payment for deliverables in progress, to the extent work has been performed pursuant to this Agreement or any Work Order hereto; obligations that have been incurred that extend beyond the date of termination; and reasonable contract close-out costs.
- m. **ATTORNEYS' FEES.** In any action between the parties to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover reasonable expenses, including reasonable attorneys' fees.
- n. **INDEPENDENT CONTRACTORS.** It is the express intention of Client and ImageTrend that ImageTrend and its employees and agents will perform the services hereunder as independent contractors to Client. Nothing in this Agreement shall in any way be construed to constitute ImageTrend or its employees or agents as an agent, employee or representative of Client.

Without limiting the generality of the foregoing, ImageTrend is not authorized to bind Client to any liability or obligation or to represent ImageTrend has any such authority. Client and ImageTrend agree that neither ImageTrend employees nor its agents will receive Client - sponsored benefits from Client.

- o. **NOTICES.** Any notice required to be given by either party to the other shall be deemed given if in writing on the date actually delivered (including electronic methods such as e-mail), or if deposited in the United States mail in registered or certified form with return receipt requested, postage prepaid, on the postmarked date and addressed to the notified party at the address set forth below, or to such other address as a party may designate from time to time by means of notice given hereunder to the other party.

If to Client:

Pharr EMS
Attn: Ben Martinez
3000 N. Cage Blvd.
Pharr, TX 78577

If to ImageTrend:

ImageTrend, LLC
Attn: Legal Department
20855 Kensington Boulevard
Lakeville, MN 55044

IN WITNESS WHEREOF: the undersigned parties, each having authority to bind their respective organizations, hereby agree.

<u>Client</u>	<u>ImageTrend</u>
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

SOFTWARE LICENSING TERMS ATTACHMENT

To the degree any Work Order involves licensing ImageTrend Software, the following terms shall apply:

“ImageTrend Elite Data Marts” means the relational database(s) that contain an enhanced and simplified reporting-ready format of the transactional data collected within ImageTrend Elite. The Elite Data Marts are available for use with the ImageTrend Elite Reporting Tools.

“ImageTrend Elite Reporting Tools” means the Transactional Report Writer, Visual Informatics, Analytical Chart Reporting Tool and Analytical Tabular Reporting Tool in the Software that are based on a set of Elite Data Marts.

“Incident(s)” means an instance where the Client sends a vehicle or emergency responder to a situation requiring emergency response, as measured by the number of incident reports within ImageTrend Software systems.

“Licensed Information” means other Deliverables provided to Client by ImageTrend relating to the operation or design of the Software, or other Deliverables provided to Client by ImageTrend which are common to ImageTrend (e.g. such Deliverables are not unique to Client). A copy of the software specification Licensed Information is available within the Software labeled as “ImageTrend University.”

“The Software” means the sum of all software licenses granted by this Agreement or Work Order hereto as provided in Section 1 below.

SECTION 1. GRANT OF LICENSE TO SOFTWARE.

Each Work Order for the sale of Software Licenses shall outline which of the below licenses are being granted by the Work Order. The license selection will be evidenced by the title of each SKU in the Work Order, e.g. “Elite EMS SaaS” shall be licensed under the Software as a Service License below. If the license is not apparent by the name of the SKU, then the license shall default to Software as a Service. ImageTrend may discontinue or replace a license in this table by providing Client reasonable written notice of the change. Replacing this table shall not have the effect of revoking previously agreed licenses, rather, ImageTrend’s right to replace this table shall apply to only future Work Orders.

Name of License	Terms of License
Software as a Service License (SaaS) or Integration as a Service (IaaS) (“SaaS”)	ImageTrend hereby grants Client a non-exclusive, non-transferable license to use the ImageTrend Software product(s) listed in the Work Order for such time as listed in said Work Order. During the term of the Work Order, the Client shall have access to the Software, which will be installed on servers at the ImageTrend hosting facility and subject to the Service Level Agreement attached. All copies of the Software and/or Licensed Information in any form provided by ImageTrend to Client hereunder are the sole property of ImageTrend and/or its suppliers, and that Client shall not have any right, title, or interest to any such Software

	and/or Licensed Information or copies thereof except as provided in this Agreement.
ImageTrend Hosted License ("License")	ImageTrend will grant Client a non-exclusive, non-transferable, perpetual use license without rights of resale or sublicensing, to the ImageTrend Software product(s) listed in the Work Order. Client shall have access to the Software, which will be installed on servers at the ImageTrend hosting facility and subject to the Service Level Agreement attached. All copies of the Software and/or Licensed Information in any form provided by ImageTrend to Client hereunder are the sole property of ImageTrend and/or its suppliers, and that Client shall not have any right, title, or interest to any such Software and/or Licensed Information or copies thereof except as provided in this Agreement.
Client Hosted License ("On Premise License")	ImageTrend will grant Client a non-exclusive, non-transferable, perpetual use license without rights of resale or sublicensing, to the ImageTrend Software product(s) listed in the Work Order. Client shall have access to the Software, which will be installed on servers at the Client hosting facility and subject to the attached Service Level Agreement. All copies of the Software and/or Licensed Information in any form provided by ImageTrend to Client hereunder are the sole property of ImageTrend and/or its suppliers, and that Client shall not have any right, title, or interest to any such Software and/or Licensed Information or copies thereof except as provided in this Agreement. Initial set up will require direct access to Client servers by ImageTrend personnel. However, after the installation is complete, management of non- ImageTrend software, operating systems, ancillary systems and the responsibility for keeping non- ImageTrend software updated will be the sole responsibility of Client. ImageTrend disclaims any and all liability arising out of out-of-date or otherwise insufficiently maintained non- ImageTrend software or hosting environment. ImageTrend has no duty to maintain the Client's hosted environment's cybersecurity. Client agrees to ensure that ImageTrend will have sufficient server access to fulfill ImageTrend's duties hereunder. Maintenance of Client Hardware, physical environment, storage, processing, patching, operating system maintenance, network device maintenance, Client 3rd party licenses (as outlined below), or any other task which is required to maintain the Client application hosting environment and is not directly arising out of a requirement of or defect to the ImageTrend application(s) are the sole responsibility of Client. It will not be ImageTrend's responsibility to maintain or resolve problems with Client's hosted environment. ImageTrend's sole responsibility shall be to provide application support for ImageTrend developed applications. Tasks which are ultimately discovered to be maintenance of the Client Hosting environment may be charged to Client at ImageTrend's out-of-scope rate.

SECTION 2. PROTECTION OF SOFTWARE AND LICENSED INFORMATION

Client agrees to respect and not to, nor permit any third-party to, remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any of the Software or Licensed Information, and to reproduce and include the same on each authorized copy of the Software and Licensed Information.

Client shall not nor shall Client permit any third-party under Client's control to, copy, reverse engineer, or duplicate the Software or any part thereof except for the purposes of system backup, testing, maintenance, or recovery. Client may duplicate the Licensed Information only for internal training, provided that all the names, trademark rights, product names, copyright statement, and other proprietary right statements of ImageTrend are reserved. ImageTrend reserves all rights which are not expressly granted to Client in this Agreement.

Client shall not, nor shall Client permit any third-party to, modify, reverse engineer, disassemble, or decompile the Software, or any portion thereof, and shall not use the software or portion thereof for purposes other than as intended and provided for in this Agreement.

SECTION 3. IMAGETREND ELITE DATA MARTS NON-EXCLUSIVE USE LICENSE.

In accordance with the terms and conditions hereof, ImageTrend hereby grants the use of the ImageTrend Elite Data Marts only via ImageTrend Elite Reporting Tools, unless an "Elite Data Mart License" is included and detailed in a Work Order. Absent that license, this Agreement does not give the Customer the rights to access and query the ImageTrend Elite Data Marts directly using SQL query tools, reporting tools, ETL tools, or any other tools or mechanisms. Direct access to ImageTrend Elite Data Marts is only available via the aforementioned separately-priced product and service offering from ImageTrend.

SECTION 4. INSTALLATION, INTRODUCTORY TRAINING AND DEBUGGING.

IMPLEMENTATION. ImageTrend shall provide Client with start-up services such as the installation and introductory training relating to the Software, and, if necessary, initial debugging services known as "Implementation". During Implementation, Client must make available sufficient time and resources as is necessary to accomplish the milestones and tasks per the party's project plans (as applicable), typically between 4 and 15 hours a week. Depending on Client's objectives, Client may need to allocate more time or resources to achieve Client's desired timelines.

TRAIN THE TRAINER. ImageTrend may provide "Train-the-trainer" training for administrators as detailed in each Work Order. Additionally, online training videos and user guides in electronic format will be made available via ImageTrend University.

INSTRUCTIONS. ImageTrend will provide installation instructions and assistance for installation of the Software on the Servers appropriate to the License selection in the Work Order per the table above at (e.g. Client Hosted on premise license) as detailed in Service Level Attachment, below.

SOFTWARE SUPPORT. ImageTrend shall provide Software Support as detailed in the Service Level Attachment, below.

TRAINING USAGE AND EXPIRATION. The training line items and quantities as detailed in price table attached must be delivered within 2 years of the Effective Date. It shall be Client's responsibility to request the training session(s). Training not used within the 2 year cut-off shall expire and no refund or credit will be payable to Client.

SECTION 5. SOFTWARE WARRANTIES.

PERFORMANCE WARRANTY. ImageTrend warrants that the Software will conform to the specifications as set forth in the Licensed Information. However, this warranty shall be revoked in the event that any person other than ImageTrend and its agents make any unauthorized modification or change to the Software in any manner outside of the configuration available within the Software's built-in functionality. This warranty does not apply to data extracted from the system.

OWNERSHIP WARRANTY. ImageTrend represents that it is the owner of the entire right, title, and interests in and to the Software, and that it has the sole right to grant licenses thereunder, and that it has not knowingly granted licenses thereunder to any other entity that would restrict rights granted hereunder to Client.

LIMITATIONS ON WARRANTY. All of ImageTrend's obligations under this Section shall be contingent on Client's use of the Software in accordance with this Agreement and in accordance with ImageTrend's instructions as provided by ImageTrend in the Licensed Information, and as such instructions may be amended, supplemented, or modified by ImageTrend from time to time. ImageTrend shall have no warranty obligations with respect to usage which does not conform with ImageTrend's instructions as provided by ImageTrend in the Licensed Information. ImageTrend shall have no warranty obligations with respect to any failures of the Software which are the result of accident, abuse, misapplication, extreme power surge or extreme electromagnetic field of a Client device. In addition to any other limitation on warranty or liability; Client's sole remedy for breach of warranty related to or arising out of the Software, or a defect with the Software, shall be at Client's option 1) repair of the Software or defect, 2) termination of this Agreement for convenience as outlined elsewhere in this Agreement.

THE EXPRESS WARRANTIES PROVIDED HEREIN ARE THE ONLY WARRANTIES MADE BY ImageTrend WITH RESPECT TO THE SOFTWARE AND SUPERSEDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY AND WARRANTIES FOR ANY SPECIAL PURPOSE.

SECTION 6. MAINTENANCE.

ImageTrend shall provide scheduled updates and new releases for the Software, as well as defect correction as needed per the Service Level Agreement, attached for so long as Client has contracted for support (as indicated by a recurring fee containing the product name and word 'Support'). Specific out-of-scope system enhancement requests are excluded from support. Should Client desire specific source-code level modifications to the system, Client may submit a request to ImageTrend's UserVoice page at <https://ImageTrend.uservoice.com/>.

SECTION 7. RETURN OF DATA.

Upon termination of this Agreement for any reason, Client may request ImageTrend provide to Client a

copy of Client's data. ImageTrend will produce this data by first using relevant export functionality provided by the application, e.g. for ImageTrend Elite the data would be produced as a NEMSIS Version 3 XML file(s), or by other native data export format should the application provide no export functionality. ImageTrend may redact or remove ImageTrend trade secret and confidential information, such as database schema design details, or data which is used solely in an operational or administrative fashion (e.g. data which was never entered by Client end-users). For clarity, ImageTrend may not redact or remove data that Client or Client's end-users entered. ImageTrend will provide this exported data to Client via secure electronic transfer, such as SFTP/FTPS. ImageTrend shall have 90 days from Client's request to produce the native data export for Client. Should Client desire the data to come in any alternative format, or be in any way different than as described in this section, Client must request those services from ImageTrend separately on a Time and Materials basis under its own time frame. ImageTrend will make efforts to accommodate Client's request, but ImageTrend is under no obligation to do so.

SECTION 8. IMAGETREND ELITE AUTHORIZED USERS AND SCOPE OF USAGE

This Grant of License is strictly conditioned on the Software being used by only Authorized Users. ImageTrend may audit Client's Software, users, and usage to ensure compliance with the scope of usage detailed by this Agreement, in ImageTrend's discretion. Non-compliance with the scope of usage shall be considered a material breach.

If this Agreement is for the licensing of ImageTrend Elite EMS, the following scope of usage and Authorized User definitions apply.

Organization Type	Organization Definition	Authorized User Definition
Private Agency	Client responds to emergency medical incidents for-profit or not-for-profit and the Client <u>is not</u> a Governmental Entity.	All employees & contractors of Client who respond to emergency medical incidents in the regular scope of their employment
Public Agency, County, Region, or City for its own employed EMS workers ("Public Agency")	Client responds to emergency medical incidents and transports patients therefrom and <u>is</u> a Governmental Entity	All employees & contractors of Client who respond to emergency medical incidents in the regular scope of their employment
Hospital or Health Network	Client is a 1) hospital, 2) health network, 3) or other medical institution that provides care which does not involve responding to emergency medical incidents and transporting patients therefrom as a primary service of the organization; and Client is recognized and licensed as such by the Client's governing State	All employees & contractors of Client who respond to emergency medical incidents in their regular scope of employment at or from the named Hospital brick-and-mortar locations. If the specific brick-and-mortar location(s) is not named in a Work Order, then it shall be interpreted as the brick-and-mortar location from which the Client primary contact, Ben Martinez or their successor, conducts their job duties most frequently.
State, County, Region, City for its constituents	Client is a Governmental Entity with authority or an official	Licensed individuals within Client's legal or governing jurisdiction and

	mandate to improve, facilitate, organize, surveil, investigate, report, collect reports of, or otherwise govern public health matters; or another entity acting under a grant or contract of and for equivalent authority	geographic boundary, who to respond to emergency medical incidents in the regular scope of their employment, and not individuals whose primary job duty involves law enforcement.
Group Purchase (Multi-Agency)	Client(s) are a plurality of Private Agencies and/or Public Agencies	All employees & contractors of each named organization, who respond to emergency medical incidents
Financing Party (e.g. billing company) on behalf of Agency/City/County third party beneficiary	Client is an entity which does not respond to emergency medical incidents or provide for the care or transportation of patients; rather Client is an entity who procures or pays for a third party beneficiary who is a Private or Public Agency.	All employees & contractors of third party beneficiary Public or Private Agency, who respond to emergency medical incidents in the regular scope of their employment.

PRICE SHEET AND WORK ORDER ATTACHMENT

The prices below are based on the following Billable Incidents and SaaS transaction volumes, as provided by Client:

16,000 Incidents annually for Elite

13,000 Billable Incidents annually for Billing Bridge

One Time Fees

Description	SKU	Unit Price	Qty	Extended Amount
Webinar Training 2hr Session	ELT.006.003.009	\$450.00	4	\$1,800.00
Agency Preferred Clearinghouse Vendor - Integration Setup	BBR.003.001.008	\$1,000.00	1	\$1,000.00
Webinar Training 2hr Session	BBR.006.003.008	\$450.00	8	\$3,600.00
Elite™ EMS Setup & Implementation	ELT.003.002.001	\$9,075.00	1	\$9,075.00
ImageTrend Billing Bridge™ Setup	BBR.003.001.001	\$18,000.00	1	\$18,000.00

Total One-Time Fees: \$33,475.00

Recurring Fees

Description	SKU	Unit Price	Qty	Extended Amount
Elite™ EMS - SaaS *Includes Elite™ Field	ELT.001.002.010	\$19,723.75	1	\$19,723.75
CAD Distribution	ELT.002.007.001	\$2,315.00	1	\$2,315.00
ImageTrend Billing Bridge™ - SaaS	BBR.001.002.001	\$17,189.76	1	\$17,189.76
Agency Preferred Clearinghouse Vendor - Integration	BBR.002.003.006	\$1,832.00	1	\$1,832.00
Other CAD Vendor	ELT.002.007.017	\$0.00	1	\$0.00
Continuum® for EMS	CTM.001.002.063	\$8,438.75	1	\$8,438.75

Total Recurring Fees: \$49,499.26

TOTAL YEAR 1: \$82,974.26

Send Invoices To:

Ben Martinez
ben.martinez@pharr-tx.gov
3000 North Cage Blvd.
Pharr, TX 78577

Payment Terms:

- “One Time Fees” are due once, as specified by the Milestone terms below.
- “Recurring Fees” are annual fees which recur each year. They are due on each anniversary of the fee, with the start date beginning upon completion as specified by the Milestone terms below. The Recurring Fees will escalate in price annually by 7% beginning one year from the last signature hereto and each year thereafter.
- ImageTrend may temporarily suspend performance (e.g. cease to provide access, hosting, support) due to Client’s breach of contract provided Client shall have 30 days to cure such breach before ImageTrend may suspend performance.
- ImageTrend may charge to Client a late fee of 1.5% per month, or the highest rate allowed under the law, whichever is lower, on any overdue amounts. Client also agrees ImageTrend may charge to Client all reasonable costs and expenses of collection, including attorneys’ fees where, in ImageTrend’s discretion, payments are consistently deficient or late.
- All Annual SaaS Fees are based upon anticipated transaction volumes (as provided by Client) and are subject to an annual usage audit. ImageTrend reserves the right to increase fees in accordance with increased transaction volume per the Unit Price listed in the tables above.
- ImageTrend will not be responsible for third-party fees related to this Agreement unless specifically outlined by this Agreement.

Optional Items

Items in the table below are not goods or services currently contracted or provided by this Agreement, rather, they are included to allow Client to add those goods or services by first providing written notice to ImageTrend, subsequently ImageTrend will provide Client with a Work Order for the Optional item, and upon Client’s signature of that Work Order, ImageTrend will begin the work.

Product	SKU	Unit Price	Description
Onsite Training Session - 8 Hours	ELT.006.003.004	\$1,800.00	Training that is to be completed onsite at the client’s location. Training topics can range from administrator training to user education to in-depth Report Writer usage.
Collection Gateway Setup	BBR.003.001.005	\$2,500.00	
MyEMSCare	BBR.002.003.004	\$1,000.00	MyEMSCare is an online patient payment portal, which allows a patient to access and make a one-time payment to their invoice online 24 hours a day 7 days a week. Also included in MyEMSCare is the ability for your patients to take an online survey, either before or after their invoice is paid. Authorize.net payment processor is required; all credit card and merchant fees are the responsibility of the City. If the agency does not already have a merchant account with

			Authorize.net, navigate to this website for additional details; https://account.authorize.net/signUpNow?resellerID=105200
Collection Gateway	BBR.002.003.003	\$5,000.00	ImageTrend's Collection Gateway is a bi-directional data exchange between ImageTrend's Billing Bridge and the client's preferred collection vendor. ImageTrend will utilize our proprietary data exchange methodology to send and receive account level data and display collection events within the invoice view of ImageTrend's Billing Bridge.
Availity Clearinghouse - Integration	BBR.002.003.005	\$3,500.00	The Availity Clearinghouse Integration for a single agency Includes: Electronic Claims (837), Electronic remittance advice (835), Eligibility verification, and Daily automated claim status inquiry,. The initial clearinghouse enrollment process will be assisted by ImageTrend to ensure a smooth transition. ImageTrend includes the cost of Availity's Clearinghouse service within the cost of the Availity Clearinghouse Integration. Any and all support regarding the clearinghouse after initial setup will be the responsibility of the client.
Travel	ELT.006.003.008	\$1,750.00	

MILESTONE 1

Site Available. ImageTrend software is available via the Web. This Site Available Milestone is complete when ImageTrend has provided Client: 1) at least one web URL to the ImageTrend software, and 2) a system administrator account with login credentials, and 3) Client is able to log into the ImageTrend software at that URL.

Description	Unit Price	Quantity	Extended Amount
Elite™ EMS - SaaS *Includes Elite™ Field	\$19,723.75	1	\$19,723.75
Agency Preferred Clearinghouse Vendor - Integration Setup	\$1,000.00	1	\$1,000.00
Elite™ EMS Setup & Implementation	\$9,075.00	1	\$9,075.00
ImageTrend Billing Bridge™ - SaaS	\$17,189.76	1	\$17,189.76
ImageTrend Billing Bridge™ Setup	\$18,000.00	1	\$18,000.00
Continuum® for EMS	\$8,438.75	1	\$8,438.75
Milestone 1 Total			\$73,427.26

MILESTONE 2

Go Live. The parties understand that while the system can be infinitely configured and refined, that the software system must reach a level of readiness and it must "go-live" for usage by the end-users in its intended use cases. Client may desire staged roll out of different features or products for large implementations, or Client may desire to have all functions go live all at once. In the interest of defining a fair and objective measurement point, this Go Live Milestone will be complete when the Client's Software system processes, receives, transmits, generates, or otherwise interacts with the first non-test data record, excluding non-test data which is migrated on a one-time basis from another system.

Description	Unit Price	Quantity	Extended Amount
Webinar Training 2hr Session	\$450.00	4	\$1,800.00
Webinar Training 2hr Session	\$450.00	8	\$3,600.00
CAD Distribution	\$2,315.00	1	\$2,315.00
Clearinghouse Vendor: OFFICE ALLY	\$0.00	1	\$0.00
Agency Preferred Clearinghouse Vendor - Integration	\$1,832.00	1	\$1,832.00
Other CAD Vendor	\$0.00	1	\$0.00
Milestone 2 Total			\$9,547.00

SERVICE LEVEL AGREEMENT ATTACHMENT

ImageTrend is committed to offering exceptional levels of service to our customers. This Service Level Agreement (“SLA”) guarantees your website or application’s availability, reliability and performance. This SLA applies to any site or application hosted on our network.

1. Customer Support

ImageTrend is committed in providing an exceptional level of customer support. ImageTrend’s servers are monitored 24 hours per day, 7 days per week, 365 days per year and our support staff is available via phone (888.469.7789) and email (www.imagetrend.com/support) as posted on the company’s website. ImageTrend works to promptly resolve all issues reported by customers, and will acknowledge the disposition and potential resolution according to the chart below:

Severity Level	Examples of Severity	Notification of Acknowledgement by ImageTrend	Action Expectation: Update and Anticipated Resolution Plan After Notification by ImageTrend
Site Down/Critical	- Complete shutdown or partial shutdown of one or more critical software functions. - Access to one or more Software functions not available. - Major subset of software application impacted.	Within one (1) hour of initial notification via email or ticketing system.	Six (6) hours.
CAD Down/High	- Minor subsystem failure. - Data entry or access impaired on a limited basis – usually can be delegated to local client contact as a first level or response for resolution – usually user error (i.e. training).	Within four (4) hours of initial notification during business hours via phone, email, or ticketing system.	Twenty-four (24) business hours.
Medium/Normal	System operational with minor issues; suggested enhancements as mutually agreed upon.	Within twenty-four (24) hours of initial notification during business hours.	Future Release.

2. Data Ownership

All customer data collected and maintained by ImageTrend shall at all times remain the property of the customer.

3. Data Protection

ImageTrend takes data privacy and cybersecurity very seriously. ImageTrend utilizes compliant and industry recognized best practices to ensure data security, and does not use or make available any personally identifiable information to third parties without customer consent or as required by law. ImageTrend acknowledges that its handling of information on behalf of customers may be subject to federal, state or local laws, rules, regulation and restrictions regarding the privacy of consumer information. ImageTrend agrees to comply with all of such laws, rules, regulations and restrictions at its sole cost and expense.

4. Suspension of Service

ImageTrend reserves the right to suspend and limit network resources to customers failing to pay the monthly fee in advance at its own discretion. In the event of service suspension, full service delivery will be restored within 48 hours from the date and time that payment is received.

5. Availability

ImageTrend is fully committed to providing quality service to all customers. To support this commitment, ImageTrend offers the following commitments related to application server Availability:

Availability Objective: ImageTrend will provide 99.5% Availability (as defined below) for the ImageTrend network services within ImageTrend's Immediate Control. For purposes, hereof, "Availability" or "Available" means the ImageTrend Services are available for access and use through the Internet.

"Immediate Control" includes ImageTrend's network services within the ImageTrend data center which extends to, includes and terminates at the Internet Service Provider ("ISP") circuit termination point on the router in ImageTrend's data center (*i.e.*, public Internet connectivity).

Specifically excluded from the definition of "Immediate Control" are the following:

- a. Equipment, data, materials, software, hardware, services and/or facilities provided by or on behalf of Client or a third-party entity (or any of their vendors or service providers) and Client's or a third party entity's network services or end-user hardware.
- b. Acts or omissions of Client, their employees, contractors, agents or representatives, third party vendors or service providers or anyone gaining access to the ImageTrend Services at the request of Client.
- c. Issues arising from bugs, defects, or other problems in the software, firmware, or hardware of third parties.
- d. Delays or failures due to circumstances beyond ImageTrend's reasonable control that could not be avoided by its exercise of due care.
- e. Any outage, network unavailability or downtime outside the ImageTrend data center.

Availability Calculation: Availability is based on a monthly calculation. The calculation will be as follows: $((a - b) / a) \times 100$, where "a" is the total number of hours in a given calendar month, excluding Scheduled Maintenance (as defined below), and "b" is the total number of hours that service is not Available in a given month.

Offline Capability: The Software may have offline capability which provides redundancy when network or server back-end capability is not available. Periods of time when the Software's primary functions continue to function offline shall be excluded from the unavailability calculation "b" above.

Scheduled Maintenance: ImageTrend conducts scheduled maintenance, as necessary, every last Wednesday of the month. ImageTrend will perform scheduled maintenance within that maintenance window between the hours of 9:00 p.m. CST to 11:00 p.m. CST. ImageTrend may change the regularly scheduled maintenance window from time to time at ImageTrend's discretion upon reasonable notice to Client.

Service Disruption: Upon customer's written notice to ImageTrend, if Availability for the month is below the guaranteed level, ImageTrend will issue a credit to customer in accordance with the schedule below:

Availability: 99.0% - 99.5% = 5% of monthly hosting fee credited
 95.0% - 98.99% = 10% of monthly hosting fee credited
 90.0% - 94.99% = 15% of monthly hosting fee credited
 89.99% or below = 2.5% for every 1% of lost Availability (in no event exceeding 50% of monthly hosting fees)

ImageTrend maintains precise and objective Availability metrics, which shall be determinative when calculating any customer requested credit. ImageTrend maintained Availability metrics shall only be requested in good faith to address material customer concerns. To receive a credit, customers must specifically request it during the month following the month for which the credit is requested. Credits shall not be issued if a customer account is past due, suspended or pending suspension.

6. General

ImageTrend reserves the right to change or modify this SLA and the related services being provided to benefit its customers, including changes to hosting environments and infrastructure, provided that any such improvements shall adhere to the regulatory guidelines and best practices referenced herein.

BUSINESS ASSOCIATE AGREEMENT ATTACHMENT

This Business Associate Agreement (“Agreement”) dated (the “Effective Date”), is entered into by and between **Pharr EMS** located at 3000 North Cage Blvd., Pharr, TX 78577 (the “Covered Entity”) and ImageTrend, LLC, a Minnesota corporation (the “Business Associate”).

WHEREAS, Covered Entity (also referred to as “Client”) and Business Associate have entered into, or are entering into, or may subsequently enter into, agreements or other documented arrangements (collectively, the “Business Arrangements”) pursuant to which Business Associate may provide products and/or services for Covered Entity that require Business Associate to access, create and use health information that is protected by state and/or federal law; and

WHEREAS, pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the U.S. Department of Health & Human Services (“HHS”) promulgated the Standards for Privacy of Individually Identifiable Health Information (the “Privacy Standards”), at 45 C.F.R. Parts 160 and 164, requiring certain individuals and entities subject to the Privacy Standards (each a “Covered Entity”, or collectively, “Covered Entities”) to protect the privacy of certain individually identifiable health information (“Protected Health Information”, or “PHI”); and

WHEREAS, pursuant to HIPAA, HHS has issued the Security Standards (the “Security Standards”), at 45 C.F.R. Parts 160, 162 and 164, for the protection of electronic protected health information (“EPHI”); and

WHEREAS, in order to protect the privacy and security of PHI, including EPHI, created or maintained by or on behalf of the Covered Entity, the Privacy Standards and Security Standards require a Covered Entity to enter into a “business associate agreement” with certain individuals and entities providing services for or on behalf of the Covered Entity if such services require the use or disclosure of PHI or EPHI; and

WHEREAS, on February 17, 2009, the federal Health Information Technology for Economic and Clinical Health Act was signed into law (the “HITECH Act”), and the HITECH Act imposes certain privacy and security obligations on Covered Entities in addition to the obligations created by the Privacy Standards and Security Standards; and

WHEREAS, the HITECH Act revises many of the requirements of the Privacy Standards and Security Standards concerning the confidentiality of PHI and EPHI, including extending certain HIPAA and HITECH Act requirements directly to business associates; and

WHEREAS, Business Associate and Covered Entity desire to enter into this Business Associate Agreement.

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement and the Business Arrangements, and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the parties agree as follows:

1. **Business Associate Obligations.** Business Associate may receive from Covered Entity, or create or receive on behalf of Covered Entity, health information that is protected under applicable state and/or federal law, including without limitation, PHI and EPHI. All capitalized terms not

otherwise defined in this Agreement shall have the meanings set forth in the Privacy Standards, Security Standards or the HITECH Act, as applicable (collectively referred to hereinafter as the “Confidentiality Requirements”). All references to PHI herein shall be construed to include EPHI. Business Associate agrees not to use or disclose (or permit the use or disclosure of) PHI in a manner that would violate the Confidentiality Requirements if the PHI were used or disclosed by Covered Entity in the same manner.

2. **Use of PHI.** Except as otherwise required by law, Business Associate shall use PHI in compliance with 45 C.F.R. § 164.504(e). Furthermore, Business Associate shall use PHI (i) solely for Covered Entity’s benefit and only for the purpose of performing services for Covered Entity as such services are defined in Business Arrangements, and (ii) as necessary for the proper management and administration of the Business Associate or to carry out its legal responsibilities, provided that such uses are permitted under federal and state law. Covered Entity shall retain all rights in the PHI not granted herein.
3. **Disclosure of PHI.** Subject to any limitations in this Agreement, Business Associate may disclose PHI to any third party persons or entities as necessary to perform its obligations under the Business Arrangement and as permitted or required by applicable federal or state law. Further, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that (i) such disclosures are required by law, or (ii) Business Associate: (a) obtains reasonable assurances from any third party to whom the information is disclosed that it will be held confidential and further used and disclosed only as required by law or for the purpose for which it was disclosed to the third party; (b) requires the third party to agree to immediately notify Business Associate of any instances of which it is aware that PHI is being used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the Confidentiality Requirements. Additionally, Business Associate shall ensure that all disclosures of PHI by Business Associate and the third party comply with the principle of “minimum necessary use and disclosure,” i.e., only the minimum PHI that is necessary to accomplish the intended purpose may be disclosed; provided further, Business Associate shall comply with Section 13405(b) of the HITECH Act, and any regulations or guidance issued by HHS concerning such provision, regarding the minimum necessary standard and the use and disclosure (if applicable) of Limited Data Sets. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor (collectively, “Recipients”), Business Associate shall require Recipients to agree in writing to the same restrictions and conditions that apply to the Business Associate under this Agreement. Business Associate shall report to Covered Entity any use or disclosure of PHI not permitted by this Agreement, of which it becomes aware, such report to be made within three (3) business days of the Business Associate becoming aware of such use or disclosure. In addition to Business Associate’s obligations under Section 9, Business Associate agrees to mitigate, to the extent practical and unless otherwise requested by Covered Entity in writing or as directed by or as a result of a request by Covered Entity to disclose to Recipients, any harmful effect that is known to Business Associate and is the result of a use or disclosure of PHI by Business Associate or Recipients in violation of this Agreement.
4. **Individual Rights Regarding Designated Record Sets.** If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate shall (i) provide access to, and permit inspection and copying of, PHI by Covered Entity or, as directed by Covered Entity,

an individual who is the subject of the PHI under conditions and limitations required under 45 CFR §164.524, as it may be amended from time to time, and (ii) amend PHI maintained by Business Associate as requested by Covered Entity. Business Associate shall respond to any request from Covered Entity for access by an individual within five (5) days of such request and shall make any amendment requested by Covered Entity within ten (10) days of such request. Any information requested under this Section 4 shall be provided in the form or format requested, if it is readily producible in such form or format. Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies). Covered Entity shall determine whether a denial is appropriate or an exception applies. Business Associate shall notify Covered Entity within five (5) days of receipt of any request for access or amendment by an individual. Covered Entity shall determine whether to grant or deny any access or amendment requested by the individual. Business Associate shall have a process in place for requests for amendments and for appending such requests to the Designated Record Set, as requested by Covered Entity.

5. **Accounting of Disclosures.** Business Associate shall make available to Covered Entity in response to a request from an individual, information required for an accounting of disclosures of PHI with respect to the individual in accordance with 45 CFR §164.528, as amended by Section 13405(c) of the HITECH Act and any related regulations or guidance issued by HHS in accordance with such provision. Business Associate shall provide to Covered Entity such information necessary to provide an accounting within thirty (30) days of Covered Entity's request or such shorter time as may be required by state or federal law. Such accounting must be provided without cost to the individual or to Covered Entity if it is the first accounting requested by an individual within any twelve (12) month period. For subsequent accountings within a twelve (12) month period, Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies) so long as Business Associate informs the Covered Entity and the Covered Entity informs the individual in advance of the fee, and the individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive termination of this Agreement and shall continue as long as Business Associate maintains PHI.
6. **Withdrawal of Authorization.** If the use or disclosure of PHI in this Agreement is based upon an individual's specific authorization for the use of his or her PHI, and (i) the individual revokes such authorization in writing, (ii) the effective date of such authorization has expired, or (iii) the consent or authorization is found to be defective in any manner that renders it invalid, Business Associate agrees, if it has notice of such revocation or invalidity, to cease the use and disclosure of any such individual's PHI except to the extent it has relied on such use or disclosure, or where an exception under the Confidentiality Requirements expressly applies.
7. **Records and Audit.** Business Associate shall make available to the U.S. Department of Health and Human Services or its agents, its internal practices, books, and records relating to the use and disclosure of PHI received from, created, or received by Business Associate on behalf of Covered Entity for the purpose of determining Covered Entity's compliance with the Confidentiality Requirements or any other health oversight agency, in a time and manner designated by the Secretary. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity immediately upon receipt by Business Associate of any and all requests

by or on behalf of any and all federal, state and local government authorities served upon Business Associate for PHI.

8. **Implementation of Security Standards; Notice of Security Incidents.** Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement. Business Associate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate acknowledges that the HITECH Act requires Business Associate to comply with 45 C.F.R. §§ 164.308, 164.310, 164.312, 164.314, and 164.316 as if Business Associate were a Covered Entity, and Business Associate agrees to comply with these provisions of the Security Standards and all additional security provisions of the HITECH Act. Furthermore, **to the extent feasible, Business Associate will use commercially reasonable efforts to** ensure that the technology safeguards used by Business Associate to secure PHI will render such PHI unusable, unreadable and indecipherable to individuals unauthorized to acquire or otherwise have access to such PHI in accordance with HHS Guidance published at 74 Federal Register 19006 (April 17, 2009), or such later regulations or guidance promulgated by HHS or issued by the National Institute for Standards and Technology ("NIST") concerning the protection of identifiable data such as PHI. Business Associate acknowledges and agrees that the HIPAA Omnibus Rule finalized January 25, 2013 at 78 Fed. Reg. 5566 requires Business Associate to comply with new and modified obligations imposed by that rule under 45 C.F.R. §164.306, 45 C.F.R. § 164.308, 45 C.F.R. § 163.310, 45 C.F.R. § 164.312, 45 C.F.R. § 164.316, 45 C.F.R. § 164.502, 45 C.F.R. § 164.504. Lastly, Business Associate will promptly report to Covered Entity any successful Security Incident of which it becomes aware. At the request of Covered Entity, Business Associate shall identify: the date of the Security Incident, the scope of the Security Incident, the Business Associate's response to the Security Incident and the identification of the party responsible for causing the Security Incident, if known. Business Associate and Covered Entity shall take reasonable measures to ensure the availability of all affirmative defenses under the HITECH Act, HIPAA, and other state and federal laws and regulations governing PHI and EPHI.

9. **Data Breach Notification and Mitigation.**

- A. **HIPAA Data Breach Notification and Mitigation.** Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any "breach" of "unsecured PHI" as those terms are defined by 45 C.F.R. §164.402 (hereinafter a "HIPAA Breach"). The parties acknowledge and agree that 45 C.F.R. §164.404, as described below in this Section 9.1, governs the determination of the date of a HIPAA Breach. In the event of any conflict between this Section 9.1 and the Confidentiality Requirements, the more stringent requirements shall govern. Business Associate will, following the discovery of a HIPAA Breach, notify Covered Entity immediately and in no event later than three (3) business days after Business Associate discovers such HIPAA Breach, unless Business Associate is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations. For purposes of reporting a HIPAA Breach to Covered Entity, the discovery of a HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to the Business Associate or, by exercising reasonable diligence, would have been known to the Business Associate. Business Associate will be considered to have had knowledge of a HIPAA Breach if the HIPAA Breach is known, or

by exercising reasonable diligence would have been known, to any person (other than the person committing the HIPAA Breach) who is an employee, officer or other agent of the Business Associate. No later than seven (7) business days following a HIPAA Breach, Business Associate shall provide Covered Entity with sufficient information to permit Covered Entity to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. §164.400 *et seq.* Specifically, if the following information is known to (or can be reasonably obtained by) the Business Associate, Business Associate will provide Covered Entity with: (i) contact information for individuals who were or who may have been impacted by the HIPAA Breach (e.g., first and last name, mailing address, street address, phone number, email address); (ii) a brief description of the circumstances of the HIPAA Breach, including the date of the HIPAA Breach and date of discovery; (iii) a description of the types of unsecured PHI involved in the HIPAA Breach (e.g., names, social security number, date of birth, address(es), account numbers of any type, disability codes, diagnostic and/or billing codes and similar information); (iv) a brief description of what the Business Associate has done or is doing to investigate the HIPAA Breach, mitigate harm to the individual impacted by the HIPAA Breach, and protect against future HIPAA Breaches; and (v) appoint a liaison and provide contact information for same so that the Covered Entity may ask questions or learn additional information concerning the HIPAA Breach. Following a HIPAA Breach, Business Associate will have a continuing duty to inform Covered Entity of new information learned by Business Associate regarding the HIPAA Breach, including but not limited to the information described in items (i) through (v), above.

- B. Data Breach Notification and Mitigation Under Other Laws. In addition to the requirements of Section 9.1, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach of individually identifiable information (including but not limited to PHI, and referred to hereinafter as “Individually Identifiable Information”) that, if misused, disclosed, lost or stolen, Covered Entity believes would trigger an obligation under one or more State data breach notification laws (each a “State Breach”) to notify the individuals who are the subject of the information. Business Associate agrees that in the event any Individually Identifiable Information is lost, stolen, used or disclosed in violation of one or more State data breach notification laws, Business Associate shall promptly: (i) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach; (ii) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach conducted by any State Attorney General or State Consumer Affairs Department (or their respective agents); (iii) comply with Covered Entity’s determinations regarding Covered Entity’s and Business Associate’s obligations to mitigate to the extent practicable any potential harm to the individuals impacted by the State Breach; and (iv) assist with the implementation of any decision by Covered Entity or any State agency, including any State Attorney General or State Consumer Affairs Department (or their respective agents), to notify individuals impacted or potentially impacted by a State Breach.
- C. Breach Indemnification. Business Associate shall indemnify, defend and hold Covered Entity and its officers, directors, employees, agents, successors and assigns harmless, from and against all reasonable losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs of judgments, settlements, court costs and

reasonable attorneys' fees actually incurred) (collectively, "Information Disclosure Claims") arising from or related to: (i) the use or disclosure of Individually Identifiable Information (including PHI) by Business Associate in violation of the terms of this Agreement or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Breach of Individually Identifiable Information by Business Associate. If Business Associate assumes the defense of an Information Disclosure Claim, Covered Entity shall have the right, at its expense and without indemnification notwithstanding the previous sentence, to participate in the defense of such Information Disclosure Claim. Business Associate shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of Covered Entity. Covered Entity likewise shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of Business Associate. To the extent permitted by law and except when caused by an act of Covered Entity or resulting from a disclosure to a Recipient required or directed by Covered Entity to receive the information, Business Associate shall be fully liable to Covered Entity for any acts, failures or omissions of Recipients in furnishing the services as if they were the Business Associate's own acts, failures or omissions.

- A. **If Client is a Governmental Entity the following clause does not apply:** Covered Entity shall indemnify, defend and hold Business Associate and its officers, directors, employees, agents, successors and assigns harmless, from and against all reasonable losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs of judgments, settlements, court costs and reasonable attorneys' fees actually incurred) (collectively, "Information Disclosure Claims") arising from or related to: (i) the use or disclosure of Individually Identifiable Information (including PHI) by Covered Entity, its subcontractors, agents, or employees in violation of the terms of this Agreement or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Breach of Individually Identifiable Information by Covered Entity, its subcontractors, agents, or employees.
- B. Covered Entity and Business Associate shall seek to keep costs or expenses that the other may be liable for under this Section 9, including Information Disclosure Claims, to the minimum reasonably required to comply with the HITECH Act and HIPAA. Covered Entity and Business Associate shall timely raise all applicable affirmative defenses in the event a violation of this Agreement, or a use or disclosure of PHI or EPHI in violation of the terms of this Agreement or applicable law occurs.

10. Term and Termination.

- A. This Agreement shall commence on the Effective Date and shall remain in effect until terminated in accordance with the terms of this Section 10, provided, however, that termination shall not affect the respective obligations or rights of the parties arising under this Agreement prior to the effective date of termination, all of which shall continue in accordance with their terms.
- B. Covered Entity shall have the right to terminate this Agreement for any reason upon thirty (30) days written notice to Business Associate.

- C. Covered Entity, at its sole discretion, may immediately terminate this Agreement and shall have no further obligations to Business Associate if any of the following events shall have occurred and be continuing:
 - A. Business Associate fails to observe or perform any material covenant or obligation contained in this Agreement for ten (10) days after written notice thereof has been given to the Business Associate by Covered Entity; or
 - B. A violation by the Business Associate of any provision of the Confidentiality Requirements or other applicable federal or state privacy law relating to the obligations of the Business Associate under this Agreement.
 - D. Termination of this Agreement for either of the two reasons set forth in Section 10.c above shall be cause for Covered Entity to immediately terminate for cause any Business Arrangement pursuant to which Business Associate is entitled to receive PHI from Covered Entity.
 - E. Upon the termination of all Business Arrangements, either Party may terminate this Agreement by providing written notice to the other Party.
 - F. Upon termination of this Agreement for any reason, Business Associate agrees either to return to Covered Entity or to destroy all PHI received from Covered Entity or otherwise through the performance of services for Covered Entity, that is in the possession or control of Business Associate or its agents. In the case of PHI which is not feasible to "return or destroy," Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Business Associate further agrees to comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of such PHI.
11. **No Warranty.** PHI IS PROVIDED TO BUSINESS ASSOCIATE SOLELY ON AN "AS IS" BASIS. COVERED ENTITY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.
12. **Ineligible Persons.** Business Associate represents and warrants to Covered Entity that Business Associate (i) is not currently excluded, debarred, or otherwise ineligible to participate in any federal health care program as defined in 42 U.S.C. Section 1320a-7b(f) ("the Federal Healthcare Programs"); (ii) has not been convicted of a criminal offense related to the provision of health care items or services and not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs, and (iii) is not under investigation or otherwise aware of any circumstances which may result in Business Associate being excluded from participation in the Federal Healthcare Programs. This shall be an ongoing representation and warranty during the term of this Agreement, and Business Associate shall immediately notify Covered Entity of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall give Covered Entity the right to terminate this Agreement immediately for cause.

13. Miscellaneous.

- A. **Notice.** All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (i) personal delivery; (ii) certified or registered United States mail, return receipt requested; or (iii) overnight delivery service with proof of delivery. Notices shall be sent to the addresses below. Neither party shall refuse delivery of any notice hereunder.

If to Covered Entity:

ATTN: Compliance Department
3000 North Cage Blvd.
Pharr, TX 78577

If to Business Associate:

ImageTrend, LLC
Attn: Legal Department
20855 Kensington Blvd.
Lakeville, MN 55044

14. **Waiver.** No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the Party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.
15. **Assignment.** Neither Party may assign (whether by operation or law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, Covered Entity shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Covered Entity, without the prior approval of Business Associate.
16. **Severability.** Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.
17. **Entire Agreement.** This Agreement constitutes the complete agreement between Business Associate and Covered Entity relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Business Arrangements or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Business Arrangements are more strict with respect to PHI and comply with the Confidentiality Requirements, or the parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either Party; provided, however, that upon the enactment of any law, regulation, court decision or relevant government publication and/or interpretive guidance or policy that the Covered Entity believes in good faith will adversely impact the use or disclosure of PHI under

this Agreement, Covered Entity may amend the Agreement to comply with such law, regulation, court decision or government publication, guidance or policy by delivering a written amendment to Business Associate which shall be effective thirty (30) days after receipt. No obligation on either Party to enter into any transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon the parties, their affiliates and respective successors and assigns. No third party shall be considered a third-party beneficiary under this Agreement, nor shall any third party have any rights as a result of this Agreement.

18. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the state in which Business Associate is located, excluding its conflicts of laws provisions. Jurisdiction and venue for any dispute relating to this Agreement shall exclusively rest with the state and federal courts in the county in which Business Associate is located.
19. **Equitable Relief.** The parties understand and acknowledge that any disclosure or misappropriation of any PHI in violation of this Agreement will cause the other irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that the injured party shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as the injured party shall deem appropriate. Such right is to be in addition to the remedies otherwise available to the parties at law or in equity. Each party expressly waives the defense that a remedy in damages will be adequate and further waives any requirement in an action for specific performance or injunction for the posting of a bond.
20. **Nature of Agreement; Independent Contractor.** Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, or (ii) a relationship of employer and employee between the parties. Business Associate is an independent contractor, and not an agent of Covered Entity. This Agreement does not express or imply any commitment to purchase or sell goods or services.
21. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this Agreement is sought. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same force and effect as physical execution and delivery of the paper document bearing the original signature.

IN WITNESS WHEREOF: the undersigned parties, each having authority to bind their respective organizations, hereby agree.

Client	ImageTrend
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

DATA EXCHANGE AUTHORIZATION

Between ImageTrend, LLC (“ImageTrend”), a Minnesota Corporation located at 20855 Kensington Blvd., Lakeville, MN 55044 and Pharr EMS (“the Data Controller” and “Client”) residing at 3000 North Cage Blvd. Pharr,, TX 78577 for transmitting ePHI data as identified below.

Whereas; ImageTrend is a provider of data management services and a current Business Associate to the Data Controller; and

Whereas; the Data Controller wishes ImageTrend to exchange certain ePHI data from and to the Data Controller’s System, in ImageTrend’s capacity as a Business Associate.

Data Exchange Purpose The purpose of this Data Exchange Authorization is to exchange Data Controller’s data in accordance with the table below that lists the data exchange work items to be fulfilled by ImageTrend (“the Identified Data Exchanges”). It is Data Controllers sole obligation to ensure the “Destination” column is accurate. ImageTrend will fulfill and exchange data with the listed Destination party, and will not deviate from the identified destination unless ImageTrend is directed otherwise in writing by Data Controller. Notwithstanding any term to the contrary, ImageTrend shall not be liable in any manner for sending or receiving data as outlined below; Data Controller assumes all risk for the data source(s) and destination(s) identified below.

Description	Quote Description	Data Source	Data Destination
Availity Clearinghouse - Integration	The Availity Clearinghouse Integration for a single agency Includes: Electronic Claims (837), Electronic remittance advice (835), Eligibility verification, and Daily automated claim status inquiry,. The initial clearinghouse enrollment process will be assisted by ImageTrend to ensure a smooth transition. ImageTrend includes the cost of Availity’s Clearinghouse service within the cost of the Availity Clearinghouse Integration. Any and all support regarding the clearinghouse after initial setup will be the responsibility of the client.	ImageTrend at Lakeville, MN55044	Office Ally
Agency Preferred Clearinghouse Vendor - Integration	This Integration Includes for single agency: Electronic Claims (837) to be exported and Electronic remittance advice (835) to be imported directly with your clearinghouse vendor of choice. Not all clearinghouse vendors provide a bi-directional data exchange and results may vary. All costs associated with client’s preferred Clearinghouse vendor would be the responsibility of the client. The exchange will be made through an SFTP folder hosted by the client’s preferred clearinghouse vendor.	ImageTrend at Lakeville, MN55044	Office Ally

Authorization. Data Controller hereby authorizes ImageTrend to transmit, import, and/or disclose in accordance with the Identified Data Exchanges, and to transmit, import and/or disclose other data reasonably necessary to achieve the purpose of each work line item outlined in the table above. This Agreement modifies any prior agreements of the parties only to the extent necessary to effect this agreement, and does not otherwise change the terms of any prior agreements between the parties.

Right to Revoke or Terminate. Data Controller may terminate or revoke the right to transmit or disclose data granted to ImageTrend by this Agreement at any time by providing reasonable written notice to ImageTrend and providing a commercially reasonable period of time in which to effect the termination.

The Parties hereby agree to this Data Exchange Authorization:

IN WITNESS WHEREOF: the undersigned parties, each having authority to bind their respective organizations, hereby agree.

<u>Client</u>	<u>ImageTrend</u>
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

MANDATORY TERMS OF USE FOR CLEARINGHOUSE PROVIDER

Client shall adhere to the rules, regulations and policies of Payers and governmental agencies having jurisdiction including the department of Health and Human Services ("HHS"). Client shall provide or obtain any documents or supplementary agreements requested by Clearinghouse necessary to comply with said rules, regulations, and policies. Client shall be bound, to the same extent as Clearinghouse, by all applicable Payer-imposed contractual obligations or policies required for access to such Payer, and this Agreement shall be subject to any such obligation or policy. Client acknowledges that from time to time, Client may be required to give its written acknowledgement of certain obligations. With respect to Medicaid eligibility transactions, Clearinghouse and ImageTrend are required to pass on and/or obtain the following covenants from Client: (a) access to eligibility information shall be restricted to the sole purpose of verification of Medicaid eligibility where the recipient has requested Medicaid payment for medical services; (b) verification of eligibility under the system is not a guarantee of payment and the records as to the recipient's eligibility status shall be final authority; (c) Client indemnifies and holds harmless each State, its agents and employees, from any and all claims by such Client or any recipient who is aggrieved by the actions of Client; and (d) Client agrees to abide by the Federal and State regulations regarding confidentiality of information. Clearinghouse EXPLICITLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. Clearinghouse does not guarantee the payment or the timing of payment of any claims submitted through the Clearinghouse Services. Payment remains the responsibility of the particular Payer of health care services and/or supplier to which the CLIENT is submitting. IN NO EVENT SHALL Clearinghouse BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES EVEN IF Clearinghouse HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CLEARINGHOUSE'S AGGREGATE LIABILITY TO CLIENT UNDER THIS AGREEMENT AND WITH RESPECT TO Clearinghouse Services, CHC PRODUCTS AND CHC MATERIALS FURNISHED HEREUNDER (WHETHER UNDER CONTRACT, TORT OR ANY OTHER THEORY OF LAW OR EQUITY) SHALL NOT EXCEED, UNDER ANY CIRCUMSTANCES, THE LESSER OF (A) THE PRICE PAID BY VENDOR TO Clearinghouse FOR THE PARTICULAR Clearinghouse Services, Clearinghouse PRODUCTS AND/OR Clearinghouse MATERIALS DURING THE ONE (1) YEAR PRECEDING VENDOR'S CLAIM; OR (B) \$10,000. THE FOREGOING LIMITATION OF LIABILITY REPRESENTS THE ALLOCATION OF RISK OF FAILURE BETWEEN THE PARTIES AS REFLECTED IN THE PRICING HEREUNDER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. In the event information to be transmitted through the Clearinghouse Services is not transmitted by Clearinghouse or is not accurately transmitted as a result of Clearinghouse's failure to perform the Clearinghouse Services in accordance with the terms of this Agreement and such failure results in damage to Client, then Clearinghouse's sole obligation and liability to Client for such event (subject to reasonable mitigation by Client) shall be limited to furnishing credits on subsequent invoices from Clearinghouse to ImageTrend and Client in an aggregate amount equal to the actual damages incurred for reconstructing or retransmitting the data, including reasonable out-of-pocket expenses which Client can demonstrate it has sustained and which are directly attributable to such failure. Any claim against Clearinghouse by Client must be asserted in writing within sixty (60) days after Clearinghouse should have transmitted information received from a Client or the transmission of inaccurate information on which the claim is based, whichever is applicable. Client hereby agrees to promptly supply to Clearinghouse and ImageTrend documentation reasonably requested by Clearinghouse or ImageTrend to support any claim of Vendor. THE FOREGOING STATES THE ENTIRE LIABILITY OF Clearinghouse WITH RESPECT TO CLAIMS THAT INFORMATION WAS NOT TRANSMITTED OR WAS TRANSMITTED INACCURATELY BY Clearinghouse AND SUCH LIABILITY IS FURTHER LIMITED BY THE LIMITATIONS OF LIABILITY APPEARING IN THE PARAGRAPH ABOVE.



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 8.B.

DATE SUBMITTED: October 4, 2024

MEETING DATE: October 7, 2024

FROM: Imelda Perez, City Clerk

DEPARTMENT: Administration

DIRECTOR: Frank Nunez

Agenda Item: Consideration and action, if any, authorizing City Manager to enter into agreement with Sky Elements LLC for the drone show for the New Year's Eve Ball Drop Event. **(TABLED)** This item supports QL - Quality of Life.

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: As part of the New Year's Eve Ball Drop, a public drone show display will be held on December 31, 2024. The staff is proposing to enter into agreement with Sky Elements Drone Shows for the display for the amount of \$60,000.00.

Fiscal Consideration: \$60,000.00

Staff Recommendation: Staff Recommends approval

Alternatives: City can opt from having a drone show at New Years Eve Ball Drop Event

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Perez
Ricardo Rodriguez
Jamison Merrick
City Management Office

Created/Initiated - 10/4/2024
Approved - 10/4/2024
Approved - 10/4/2024
Final Approval - 10/4/2024



This Agreement is made this 15th day of August 2024, by and between Sky Elements, LLC, a Texas limited liability company, whose address is 820 W Sandy Lake Rd Ste 200, Coppell, TX 75019, and hereinafter referred to as “**Sky Elements**” and City of Pharr, hereinafter referred to as “**Customer**.” Sky Elements is in the business of providing drone display services, and Customer desires to have Sky Elements provide drone display services at Customer’s event(s). The parties therefore agree as follows:

DRONE DISPLAY(S): Sky Elements agrees to furnish to Customer with drone display services, hereinafter referred to as “**Display(s)**” The Display(s) will be conducted in accordance with the following specifications:

Display Date: 12/31/2024

Number of Drones in the Display: 300

Display Location: 300 S Cage Blvd, Pharr TX, 78577

PAYMENT TERMS: Customer shall pay Sky Elements \$60,000. Customer shall submit a 50% deposit upon execution of this contract. The balance remaining for each display will be paid to Sky Elements the day prior to the display.

SHOW DESIGN WORKFLOW: The drone display(s) design process is as follows:

1. **Storyboard Process:** Sky Elements shall create a storyboard of Customer approved images. The storyboard contains rough sketches or images, or screen captures of all scenes and action notes, which describe the layout of the animations. Sky Elements shall send the storyboard to Customer for feedback and suggestions. Sky Elements will modify the storyboard in accordance with the Customer feedback. Images and order of shapes can be changed for no additional fee during the storyboard process.
2. **Show Programing and Animation:** After completion of the storyboard process, Sky Elements shall begin the drone show design and animation process in accordance with the storyboard. After the animation and editing process, Sky Elements shall compile each sequence and render a video to Customer. Adjustments to shapes and images will be completed in accordance with Customer’s suggestions. Changes to order of animations or substitution of images not yet animated will result in a \$5,000 reanimation fee.
3. **Final Delivery:** Sky Elements will perform the drone display(s) at Customer’s Event.

SECURE AREA: Customer agrees to furnish sufficient space for Sky Elements to properly conduct each Display as determined by the FAA (hereinafter “**Secure Area**”). For the purposes of the Agreement, “**Unauthorized Persons**” shall mean anyone other than the employees of Sky Elements or persons specifically designated in writing by Customer or the FAA.

INDEMNIFICATION AND HOLD HARMLESS: To the extent authorized by Texas law, Customer agrees to hold Sky Elements harmless from any damages caused to Customer which results as a consequence of unauthorized persons entering the Secure Area. Furthermore, Customer agrees to defend and indemnify Sky Elements from any and all claims brought against Sky Elements for damages caused wholly or in part by Unauthorized Person who have entered the Secure Area.

AMENDMENT & ASSIGNMENT: This agreement may not be sold, assigned, amended, or transferred without the prior written consent of Sky Elements.

FORCE MAJEURE. If for any reason beyond its control including, but not limited to, strikes, labor disputes, accidents, government requisitions, acts of war, acts of God, epidemic, pandemic, governmental restrictions, or other similar events that would make the event impractical or impossible, the Parties agree Customer's sole remedy is to transfer the display date subject to Sky Element's availability. In no event will Sky Elements be liable for any damages, including, but not limited to consequential damages.

PERMITS AND APPROVALS: Sky Elements shall obtain all necessary Federal Aviation Administration (FAA) approvals and permits to enable Sky Elements to perform fully hereunder, including airspace authorization needed for the Display(s). The client shall be responsible for obtaining and payment of all required local city permits, coordinating with local police, managing road closures, and arranging for necessary barricades.

JURISDICTION AND VENUE. It is hereby stipulated that this Agreement is governed by the laws of the State of Texas, and any suit involving this Contract shall be brought in Tarrant County, Texas. For Display(s) that include licensed music accompaniment, Customer agrees to verify with their organization, venue, sponsor, and/or municipality, the permission to simulcast music and agrees to pay any and all fees associated with the broadcast of said music in the public environment of the Display(s).

INSURANCE: Sky Elements will maintain the following insurance coverages in connection with the Display(s) described in this contract.

Commercial General Liability: \$1,000,000

Automobile Liability: \$1,000,000

Umbrella: \$10,000,000

Workers Compensation: \$1,000,000

Aviation Liability: \$5,000,000

Sky Elements also agrees to include Customer as additional insured under the terms of this coverage. Sky Elements will provide a Certificate of Insurance. All entities listed on the certificate will be deemed an additional Insured per this contract.

CANCELLATION: Sky Elements shall determine what weather conditions, safety, or security concerns prohibit Sky Elements from proceeding with the Display(s); in the case of weather conditions, Sky Elements agrees to conduct the Display(s) on a mutually agreed upon rain/postponement date within one year from the original event date. Should Sky Elements be unable to perform the Display(s) at the Event due to safety concerns, security concerns, or in the case of cancellation by the customer, Sky Elements shall be entitled to 33% of the contract price for each of the workflow processes completed. For example, if Sky Elements has completed the Show Programming workflow, Sky Elements shall be entitled to 66% of the display price (33% for Storyboard, 33% for Show Programing and Animation). Final delivery is deemed to have occurred upon Sky Elements' arrival at the display location on the display date. Customer also acknowledges that damages corresponding to lost opportunity by reason of cancellation are inherently difficult to calculate, and that the liquidated damages amounts set forth above are a reasonable attempt to measure and liquidate those highly speculative damages.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

SKY ELEMENTS, LLC

BY:_____

Date:_____

Preston Ward, Manager / General Counsel

CUSTOMER

BY:_____

Date:_____

Printed Name: Jonathan Flores

Company: City of Pharr

Title: City Manager



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 8.C.

DATE SUBMITTED: September 26, 2024

MEETING DATE: October 7, 2024

FROM: Imelda Perez, City Clerk

DEPARTMENT: Administration

DIRECTOR: Jonathan Flores

Agenda Item: Consideration and action, if any, authorizing City Manager to execute renewal of License Agreement between City of Pharr and Bert Ogden Arena. **This item supports EV - Economic Vitality.**

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: Loge Box #3 license agreement for a two-year term commencing on October 1, 2024 through September 30, 2026.

License benefits, including admission tickets included with the Loge Box, availability of other tickets, parking privileges, Loge Box amenities, and other benefits and opportunities, are set forth on Exhibit B attached to agreement. - Project No. 2324-01-510-P18-01

Fiscal Consideration: License Fee: \$52,500 per year. (Paid in four (4) installments throughout the year)

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Perez
Mayra Gomez
Ricardo Rodriguez
Jamison Merrick
City Management Office

Created/Initiated - 9/26/2024
Approved - 10/3/2024
Approved - 10/3/2024
Approved - 10/4/2024
Final Approval - 10/4/2024



BERT OGDEN ARENA

LOGE BOX THREE (3) LICENSE AGREEMENT

Contract Date: September 18 ,2024

Licensee: City of Pharr

Phone No. (Day): (956) 402-4100

Address: 118 S. Cage Blvd.
Pharr, TX 78577

LOGE BOX LOCATION AND TERM

This Agreement (together with Exhibits A through D attached hereto, this “Agreement”) sets forth the terms and conditions of the loge box license (the “License”) granted to the person or entity executing this Agreement as licensee (“Licensee”).

Subject to the terms and conditions of this Agreement, the License granted hereby relates to **Loge 3** (the “Loge Box”) to be located on the upper bowl level of the Bert Ogden Arena (the “Arena”) to serve as the home arena for the Rio Grande Valley Vipers (the “Team”).

The anticipated location of the Loge Box is marked on the arena diagram attached to this Agreement as Exhibit A (the “Arena Diagram”).

The Loge Box is licensed for the following number of Years: Two (2).

LOGE BOX BENEFITS

Licensee benefits, including admission tickets included with the Loge Box, availability of other tickets, parking privileges, Loge Box amenities, and other benefits and opportunities, are set forth on Exhibit B attached hereto.

INITIAL PAYMENT

If Licensee:

1. Returns a signed copy of this Agreement by September 31, 2024; and
2. Submitted payment to Vipers Arena, LLC (“Licensor”) in the following amounts:

Year One commences October 1, 2024 and Ends September 30, 2025. The total amount for the suite benefits is Fifty-Two Thousand Five Hundred (\$52,500.00) Dollars. This amount shall be paid in four (4) equal installments of Thirteen Thousand One Hundred and Twenty-Five (\$13,125.00) Dollars due on or before the 1st day of October 2024, December 2024, February 2025, and ending on or before April 1, 2025.

Year Two commences October 1, 2025 and Ends September 30, 2026. The total amount for the suite benefits is Fifty-Two Thousand Five Hundred (\$52,500.00) Dollars. This amount shall be paid in four (4) equal installments of Thirteen Thousand One Hundred and Twenty-Five (\$13,125.00) Dollars due on or before the 1st day of October 2025, December 2025, February 2026, and ending on or before April 1, 2026.

This Agreement will be a valid and binding agreement between Licensee and Licensors.

The Initial Payment will be held and applied by Licensors pursuant to the Terms and Conditions hereof.

If Licensee does not comply with any of the items 1 or 2 above, this Agreement will be null and void (subject only to the next sentence of this paragraph), and Licensors will be free to license the Loge Box to any other party without notice to Licensee.

If Licensors receive a signed copy of both this Agreement and the Initial Payment after the date identified above, delivery of the same to Licensors will be deemed an irrevocable offer to enter into this Agreement on the terms set forth herein, which Licensors may accept, in its sole discretion, at any time within thirty (30) days of receipt of the same.

The licensee must sign this Agreement below and deliver this Agreement and the Initial Payment to VIPERS ARENA, LLC, PO Box 3549 Edinburg, Texas 78540

The amount of the License Fee and payment deadlines are set forth in Exhibit C attached to this Agreement.

TERMS AND CONDITIONS

The licensee acknowledges and agrees to be bound by this Agreement. All Exhibits attached to this Agreement are incorporated herein by reference and deemed a part hereof for all purposes. Each capitalized term used in this Agreement shall have the meaning ascribed to such term wherever defined in this Agreement.

In addition, Licensee agrees to observe, and to cause Licensee's guests, invitees and anyone

occupying the Loge Box to observe, all rules, regulations, and policies of Licensor, the Arena, the RGV Vipers and the G-LEAGUE pertaining to use of the Loge Box and attendance at Arena events, including any modifications that may be adopted or administered by any such entity or any successor thereto from time to time.

LICENSEE:

CITY OF PHARR

By: _____

Name: _____

Title _____

Date: _____

LICENSOR:

VIPERS ARENA, LLC, a Texas
limited liability company

Alonzo Cantu, Managing Member

Date: _____

Alejandro Candelaria, President

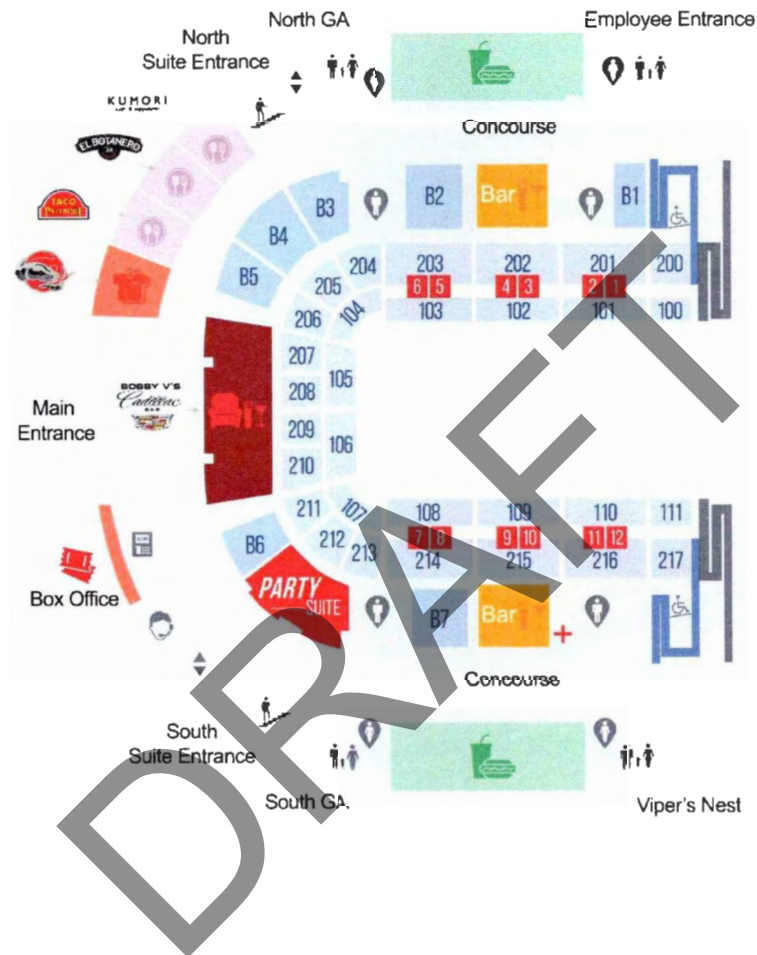
Date: _____

**APPROVED BY
CITY COMMISSION
ON: _____**

DRAFT

We thank you for your participation as a Loge Box Licensee at the Bert Ogden Arena. You will receive a counter-signed copy of this Agreement for your records.

EXHIBIT A
ARENA DIAGRAM¹



¹ This diagram is a depiction of the Bert Ogden Arena and may be modified by Lessor at any time and should not be construed to be to scale or to show the precise location of the Loge Box.

EXHIBIT B

LOGE BOX BENEFITS

Subject to the terms and conditions of this Agreement, Licensee will be entitled to the following benefits:

1. **BASKETBALL ADMISSION TICKETS.** The licensee will receive sixteen (16) (the "Minimum Number") admission tickets to the Loge Box for every home Regular Season Game of the RGV Vipers (the "Team"). The cost of such tickets is included in the annual License Fee. The licensee will also be entitled to purchase additional (i.e., standing room) tickets to the Loge Box for every home Regular Season Game at the then prevailing price for Loge Box tickets set by Licensor. The licensee will receive ~~sixteen (16)~~ admission tickets to the Loge Box for Post-Season Games and will be entitled to purchase additional tickets to the Loge Box for each such game. Licensee may also be entitled to purchase additional (i.e., standing room) tickets to the Loge Box for each such game, as determined by the Licensor in accordance with, and subject to, the terms of Section 3 of Exhibit D. Admission tickets for any home game of any other G-LEAGUE team played at the Arena are not included as part of the License Fee.
2. **OTHER ADMISSION TICKETS.** Licensee will receive sixteen (16) admission tickets to the Loge Box for any other Arena Events (except for Excluded Events) and will be entitled to purchase additional admission tickets to the Loge Box for such Arena Events in accordance with, and subject to, the terms of Section 3 of Exhibit D.
3. **PARKING PASSES/PARKING.** Licensor will provide Licensee, for each home Regular Season Game, Post-Season Game, and other Arena Event (except for Excluded Events) at the Arena, with two (2) VIP Parking Passes for parking in the vicinity of the Arena.
4. **NBA PRESEASON GAME TICKETS.** The licensee will receive zero (0) admission tickets for any National Basketball Association (the "NBA") Preseason Games at the Arena and will be entitled to purchase zero (0) additional tickets to the Loge Box for each such game. Licensee may also be entitled to purchase additional (i.e., standing room) tickets to the Loge Box for each such game, as determined by the Licensor.

EXHIBIT C

LOGE BOX LICENSE FEE AND PAYMENT SCHEDULE

1. **LICENSE FEE.** The annual license fee payable by Licensee to Licensor during the Term (the "License Fee") is initially \$52,500, and such License Fee is subject to escalation each Year as provided in Section 4 of this Exhibit C.
2. **INITIAL LICENSE FEE PAYMENTS.** After receipt of the Initial Payment of (\$13,125.00), the remaining portion of the first annual License Fee is payable in three (3) equal installments with the first installment due no later than October 1st, 2024 and the final installment due no later than April 1st, 2025.

License Fees must be paid by personal or corporate check, ACH wire transfer or certified funds to

Licensor at the address listed in this Agreement unless otherwise notified by Licensor, and will not be payable by credit card, debit card or charge card. Any failure by Licensee to make License Fee payments when due will be a default by Licensee under this Agreement, which will permit Licensor, among other available remedies, to terminate this Agreement pursuant to the terms of Section 11 of Exhibit D.

4. LICENSE FEE SCHEDULE. The annual License Fee for each year will be as follows:

Table 4.1 License Fee Schedule

Year 1	\$52,500.00	Year 6	\$ _____
Year 2	\$52,500.00	Year 7	\$ _____
Year 3	\$ _____	Year 8	\$ _____
Year 4	\$ _____	Year 9	\$ _____
Year 5	\$ _____	Year 10	\$ _____

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5. LATE FEE. Any Annual License Fee or other monetary obligation under the Agreement not paid to Licensor by the date specified in the Agreement shall bear interest accruing from such date at the rate of fifteen percent (15%) per annum or the highest rate permitted by law, whichever is less.

6. SECURITY DEPOSIT. As security for the prompt and full payment of all fees, including the Annual License Fee, and Licensee's full and faithful performance of its obligations hereunder, Licensee will pay a security deposit in the amount and on the dates set forth herein (the "Security Deposit"). After delivering the Security Deposit to Licensor, the Security Deposit may be commingled with other of Licensor's funds and may be used by Licensor for any business purpose. If, at any time during the Term, any portion of the Annual License Fee or any other amount payable by Licensee to Licensor is not promptly paid when due, Licensor may, without prior notice and without waiving any other remedy which it may have under the Agreement, apply all or any portion of the Security Deposit to the payment of such amount. Licensee shall, upon written demand of Licensor, remit to Licensor an amount sufficient to restore the Security Deposit to the original sum deposited. The licensee's failure to do so within five (5) business days after receipt of such demand shall constitute a breach of the Agreement. If Licensee's right to use the Loge Box is terminated, Licensor may, at its option, apply the Security Deposit, or so much thereof as may be necessary, to compensate Licensor for any loss or damage sustained or suffered by Licensor. Otherwise, and if Licensee complies with all terms and conditions of the Agreement, the Security Deposit shall be returned to the Licensee at the end of the Term or upon the termination of the Agreement. No interest will be paid on the Security Deposit.

EXHIBIT D**TERMS AND CONDITIONS**

This Exhibit D constitutes the "Terms and Conditions" referred to in, and incorporated into, the Bert Ogden Arena Loge Box license agreement executed by Licensee and Licensor. Pursuant to this Agreement, Licensee has received a License, privilege, and right to use the Loge Box in the Arena under the terms of this Agreement, including these Terms and Conditions.

1. Grant of License. While in compliance with this Agreement, Licensee will be entitled, during the Term, to use the Loge Box identified in this Agreement in the manner and to the extent provided in this Agreement and permitted by Licensor and its affiliates.

2. Term of Agreement. The term of this Agreement (the "Term") will commence on the date of execution and after this Agreement becomes binding as identified above and will continue until the expiration of the last of the number of Years set forth in this Agreement. The term "Year" means the period from October 2024 of one calendar year to the last day of September 2025 of the following calendar year, provided that the first Year of this Agreement will commence on the date of the first publicly ticketed event at the Arena and end on the last day of December 2025 of the following calendar year. Access to the Loge Box and rights to any and all benefits under this Agreement will begin in the first year of this Agreement.

3. Admission Tickets. For each year of the Term, Licensee will receive the Minimum Number of admission tickets to the Arena for access to the Loge Box as set forth in Exhibit B of this Agreement for each regular-season home game played by the Team at the Arena ("Regular Season Games"). Licensee acknowledges that the G-LEAGUE may decide to hold one or more Team "home" games at a location or locations other than the Arena during the Term and that admission tickets to such games are not included as part of the License Fee. The licensee will receive sixteen (16) admission tickets to the Loge Box for Post-Season Games. Admission tickets for any home game of any other G-LEAGUE team played at the Arena are not included as part of the License Fee.

Except for Excluded Events (as defined below), Licensee will receive sixteen (16) admissions tickets for non-G-LEAGUE events held inside the Arena ("Arena Events"). Admission tickets for such Arena Events will be priced by the sponsor or promoter of the Arena Event (the "Event Sponsor").

The licensee will not have the right to purchase admission tickets for the Loge Box for Excluded Events. "Excluded Events" include (i) events for which the Loge Box is deemed unusable or unavailable due to the configuration of the Arena for such event and (ii) such other events which are determined to be Excluded Events by Licensor in its sole discretion.

3. Use by Licensee. Licensee will be entitled to use of the Loge Box during the Term subject to the terms and provisions of this Agreement. Licensee and Licensee's guests and invitees will be entitled to always use the Loge Box for which appropriate tickets for admission to the Loge Box have been obtained. In addition, Licensee and Licensee's guests and invitees will have access to the Club Facilities in accordance with such procedures as will be established by Licensor from

time to time at Licensor's sole discretion. During dates on which Regular Season Games, Post Season Games or other Arena Events occur, access to the Loge Box and the Loge Box area, as well

as the Club Facilities, will be controlled by an Event Sponsor or by Licensor, and each person using such areas will be required to present a ticket for admission thereto. The licensee will have the access described in Exhibit B of this Agreement. Licensee and Licensee's guests and invitees will be bound by and will observe the terms and conditions upon which tickets for admission to the Arena are issued by Licensor or by an Event Sponsor including, without limitation, the policy adopted by the issuer of such tickets with respect to the cancellation or postponement of the game or event.

4. Parking. The licensee will have the right to receive, for all Regular Season Games, Post Season Games, and other Arena Events, the number of "VIP Parking Passes" set forth in Exhibit B of this Agreement for parking in Arena lots designated by Licensor. The cost of such VIP Parking Passes is included in the annual License Fee.

5. Taxes. Licensee agrees to pay, and to fully indemnify Licensor for the payment of, all taxes or surcharges ("Taxes") that may be imposed by any governmental authority with respect to or on account of the license and use of the Loge Box or the provision or sale of tickets and other services and benefits hereunder, including but not limited to all sales, privilege, rental, use, admissions, amusement, property, parking, ticket, television service or other governmental taxes, impositions or assessments. Licensor may advance Taxes due on behalf of the Licensee. The licensee will pay any invoice for Taxes promptly on receipt.

6. Services. Food and beverage services will be provided either by Licensor or by a caterer designated by Licensor, at prevailing rates established by such provider, to be billed directly to Licensee. The licensee will pay all charges and expenses promptly, including applicable taxes, for catering and other services incurred by the Licensee in connection with the use of the Loge Box by Licensee or Licensee's guests or invitees. No food or beverages other than those purchased from Licensor, from such designated caterer or from the concessionaires in the Arena, may be brought into or be prepared or consumed in the Loge Box. Failure to pay any charges or expenses for food, beverage, and services by the date specified in the applicable invoice will be a default by Licensee under this Agreement. Licensor or the provider has the option in its sole discretion to require that a valid, effective credit card be provided to Licensor or its agents so that food and beverage services can be directly charged to that credit card.

7. Obligation to Pay. The obligation of Licensee to pay the Initial Payment, the License Fees, food, beverage and service charges, and other fees, expenses, taxes and other charges due under this Agreement, whether to Licensor, Licensor's concessionaires, Vipers Basketball, LLC (the "Team") or any Event Sponsor or other provider in connection with Loge Box use, is independent of the liabilities and other obligations of Licensor under this Agreement. Licensee will promptly make all such payments due to Licensor, Licensor's concessionaires, the Team or any Event Sponsor or another provider without any deductions, set-offs, or counterclaims against such payments on account of any breach or default by, or claims against Licensor or otherwise, or any breach or default by or claims against any concessionaire, the Team or any Event Sponsor or any other person or entity. Licensor shall have the right to apply for any payments, regardless of how designated, to any past due to fees, expenses, taxes, or other charges under or related to this Agreement, before applying any remaining balance to current amounts due.

Licensor will not be liable for, and Licensee will not assert any deduction, set-off, or claim of any nature against Licensor for any act or omission of or any breach or default by any

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concessionaire, the Team or any Event Sponsor or other person or entity. The licensee will be bound by the terms and conditions established from time to time by Licensor, the Team, or any Event Sponsor for cancellation or postponement of a game or event. Except as otherwise set forth expressly in this Agreement, none of the Licensor or the Team will have any liability to Licensee on account of any such cancellation or postponement or other failure or deficiency in the conduct

of such event. No Event Sponsor will have any liability on account thereof, except as otherwise expressly set forth on the tickets issued to Licensee.

Licensee's rights under this Agreement, including the rights to have access to and use the Loge Box and the Club Facilities and to obtain admission to the Arena, the Loge Box or the Club Facilities, are subject to the conditions precedent of payment by Licensee to Licensor of all sums then due Licensor and upon Licensee's continued compliance with the terms and conditions of this Agreement. The License Fees for the Loge Box will be billed to Licensee and will be due and payable at the times set forth in Exhibit C to this Agreement.

8. Cancelled Games; Relocated Games; Unavailable Games.

(a) In the event that there are any Cancelled Games, Relocated Games or Unavailable Games (each as defined below) during the Term, Licensee will be entitled to a refund for each such game equal to the product of: (i) the Minimum Number multiplied by (ii) the prevailing price of tickets for seats available to the general public located nearest to the Loge Box on the lower level of the Arena. Such a refund will be Licensee's sole right and remedy with respect to any such games. The amount of such a refund will be credited by Licensor against the next installment of the Licensee Fee payable by the Licensee. If there is no such future installment due, the amount of such refund will be credited against other Loge Box charges payable by Licensee to Licensor with the balance, if any, refunded by Licensor to Licensee. For the avoidance of doubt, there will be no refund or reduction in License Fees with respect to any post-season home games of the Team (including if such games are canceled or relocated or if the Loge Box is unavailable for such games).

(b) Notwithstanding anything herein to the contrary, Licensor will have no obligation to refund or reduce any License Fees in the event that (i) completion of the Arena is delayed, (ii) the location of the Loge Box varies from that set forth in this Agreement or (iii) the Loge Box bears a number (or other identifier) that is different from that initially set forth in this Agreement. If the completion of the Arena is delayed (i) the first year of the Agreement will not commence prior to the first G LEAGUE season in which the team plays a home game in the Arena, (ii) the terms of this Agreement will continue in full force and effect without any liability of Licensor for damages of any kind relating to such delay, and (iii) Licensee will not be entitled to any refund of or reduction in License Fees for such delay.

(c) Notwithstanding anything herein to the contrary, if Licensor abandons its efforts to construct the Arena, or if the Loge Box is not included in the Arena as constructed, then (i) Licensor will return all License Fee payments previously made by Licensee to Licensor as soon as reasonably practicable thereafter, (ii) no interest will be payable to Licensee on any such returned payments, and (iii) upon return of such payments to Licensee, this Agreement will terminate and the parties hereto will have no further liability or obligation to each other under the terms of this Agreement or at law or in equity.

(d) In the event of any damage to or destruction of the Arena or the Loge Box, Licensor will have no obligation hereunder to repair such damage or rebuild the Arena or the Loge Box. If

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Licensor elects not to repair the damage or rebuild the Arena or the Loge Box, (i) this Agreement will terminate as of the date of such damage or destruction, (ii) Licensee shall be entitled to the refund set forth in Section 11(a), if any, and (iii) Licensor shall have no further liability under this Agreement.

(e) A "Cancelled Game" is any regular-season home game of the Team that is canceled (and not rescheduled) for any of the following reasons:

- i. any strike, lock-out or other labor disturbance (specifically including, but not

limited to, G-LEAGUE players' strikes and G-LEAGUE owners' lock-outs);

ii. any damage to or destruction of the Arena which, in Licensor's sole discretion, renders the Arena unusable; or

iii. any improvements, alterations, restorations, expansions, or enlargements of the Arena, which, in Licensor's sole discretion, render the Arena unusable.

(f) A "Relocated Game" is any regular-season home game of the Team that is held in a location other than the Arena for any of the following reasons:

i. the G-LEAGUE decides to hold a regular-season home game of the Team at a location other than the Arena (including, by way of example, regular-season home games played in a foreign country);

ii. the construction of the Arena is not completed in time to enable the Team to play all its regular-season home games at the Arena during the First Year of this Agreement; or

iii. any damage to or destruction of the Arena or any improvements, alterations, restorations, expansions, or enlargements of the Arena.

(g) An "Unavailable Game" is any Regular Season Game for which the Loge Box is not available to Licensee for any of the following reasons:

i. any damage to or destruction of the Loge Box which, in Licensor's sole discretion, renders the Loge Box unusable; or

ii. any improvements, alterations, restorations, expansions, or enlargements of the Loge Box or the Arena, which, in Licensor's sole discretion, render the Loge Box unusable.

Notwithstanding the foregoing, a Regular Season Game will not be considered an Unavailable Game if (A) Licensor makes a reasonably comparable Loge Box available to Licensee for such game or (B) the Loge Box is rendered unusable due to the fault or negligence of Licensee or Licensee's guests or invitees.

9. End of Term Right to First Refusal to Re-Purchase. If Licensee is not in default under any of its obligations under this Agreement, Licensee will have the first right of refusal to enter into a new license agreement for the Loge Box effective after the expiration of the Term at such annual License Fee and on such other terms and conditions as Licensor may determine in its sole discretion. Licensor will provide written notice to Licensee, not later than sixty (60) days prior to

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the expiration of the Term, of the proposed new License Fee schedule and other terms and conditions. Licensee will then have thirty (30) days from the date such notice is given to accept the proposed License Fee schedule and other terms and conditions by executing and delivering to Licensor a new Loge Box license agreement in the form provided by Licensor, together with any deposit or other payment which may be required thereunder. If Licensee fails to deliver such new agreement in such form and with such payments within that thirty (30) day period, Licensor will have the unencumbered right to license the Loge Box from and after expiration of the Term to any person or entity on such terms as Licensor may determine in its sole discretion.

10. Covenants and Obligations of Licensee. Licensee agrees with Licensor as follows:

(a) Except for ordinary wear and tear, Licensee will keep and maintain the Loge Box in good repair,

order, and condition and will reimburse Licensor for the repair of any damage caused to the Loge Box or Club Facilities or Licensor's property in the Loge Box by Licensee or any of Licensee's guests or invitees. Any damage caused to the Loge Box or Club Facilities or Licensor's property in the Loge Box by Licensee or any of Licensee's guests or invitees will be the responsibility of and will be repaired by Licensor; provided that, in light of Licensee's rights under this Agreement, absent clear and convincing evidence to the contrary, all damage to the Loge Box will be presumed to have been caused by Licensee or its guests or invitees.

(b) Licensee and Licensee's guests and invitees will always maintain proper decorum while using the Arena, the Loge Box, and Club Facilities. The licensee will be held responsible for its actions as well as those of its guests and invitees, including, but not limited to, actions arising from the consumption of alcoholic beverages. Should Licensee or any of Licensee's guests or invitees create a disturbance, nuisance or cause any objects to be thrown, propelled or dropped from the Loge Box or Club Facilities to any area external to the Loge Box, Licensor or its agents, designees, authorities, employees will have the right to remove the parties responsible for such action, or all the persons in the Loge Box, from the premises of the Loge Box and/or the confines of the Arena, and to exercise any of Licensor's rights under this Agreement including rights upon default in accordance with these Terms and Conditions and including, without limitation, termination of this Agreement. Licensee and Licensee's guests and invitees will comply with, and be subject to, all applicable present and future State, federal and local laws, ordinances, orders, rules and regulations and any rules, regulations, and procedures promulgated by Licensor, the Team, any Event Sponsor or the G-LEAGUE, and Licensee will not permit any violation thereof. The licensee will be responsible for any violations of this Agreement by Licensee's guests or invitees.

(c) Licensee and Licensee's guests and invitees will not permit the Loge Box or Club Facilities to be used for any illegal, improper, immoral or objectionable purpose, or in any way obstruct or interfere with the rights of any other Arena licensees. Licensee and Licensee's guests and invitees will not bring into the Arena any alcoholic beverage or intoxicating beverage, any illegal drugs (except as prescribed to the treated individual by a licensed physician), any controlled substance.

(d) Licensee and Licensee's guests and invitees will not film, record or transmit from the Arena, the Loge Box or Club Facilities all or any portion of any basketball game or other event, or any description thereof, by any means (including without limitation radio or television broadcasting, whether broadcast "live" or by means of film, tape or other technology, including, but not limited to, camera and video-enabled cellular telephones).

11. Default. In the event Licensee fails to pay by the date(s) specified in this Agreement any amounts to be paid by Licensee pursuant to this Agreement (including, without limitation, the

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Initial Payment, any annual License Fee or portion thereof, food, beverage or service charges, ticket charges, Taxes or other fees or accrued interest, costs or expenses) or otherwise defaults in the performance or observation of its duties and obligations under this Agreement, Licensor may, in addition to all other rights and remedies it may have at law or in equity, at its option: (a) withhold distribution of tickets to Licensee for games and events played in or held at the Arena until such time as such default is cured, and if such default is not cured more than ten (10) days prior to any game or event at the Arena, Licensor will have the right to sell tickets to such event, including any Regular Season Game or Post-Season Game, together with the right to use the Loge Box, for the event to which such tickets apply; and (b) if Licensee fails to cure a payment default within ten (10) days after written notice from Licensor or any other default within twenty (20) days after such notice, Licensor may terminate the right of Licensee to use the Loge Box as described in this Agreement and all other rights and privileges of Licensee under this Agreement, retain any License Fee payments already made by Licensee and declare the entire unpaid balance of the License Fee (which for purposes hereof will include the total aggregate unpaid balance of the annual License Fees for the remainder of the Term) immediately due and payable, whereupon Licensor will have

no further obligation of any kind to Licensee. Licensor will have the right, but not the obligation, to relicense the Loge Box to another person or entity. In no event will Licensor be obligated to relicense the Loge Box to another person or entity if other Loge Boxes are available for license.

The foregoing remedies of Licensor will not be to the exclusion of any other right or remedy set forth in this Agreement or otherwise available to Licensor at law or in equity. The licensee will be responsible for all attorneys' fees and costs incurred by the Licensor in the enforcement of this Agreement, whether litigation is commenced, including in connection with any appellate proceedings. LICENSEE HEREBY UNCONDITIONALLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM RELATING TO OR ARISING OUT OF THIS AGREEMENT.

No waiver by Licensor of any default or breach by Licensee of its obligations under this Agreement will be construed to be a waiver or release of any other subsequent default or breach by Licensee under this Agreement, and no failure or delay by Licensor in the exercise of any remedy provided for in this Agreement will be construed to be a forfeiture or waiver thereof or of any other right or remedy available to Licensor.

12. Access by Licensor. Licensor and its agents and employees will have access to the Loge Box to the extent deemed necessary by Licensor: (a) for the performance of its obligations under this Agreement and for any and all purposes related thereto, (b) to investigate any suspected violations of the terms and conditions of this Agreement, or (c) otherwise in connection with the operation and maintenance of the Loge Box. The licensee will not interfere with the Licensor's right of access by the installation of additional or changed locks or otherwise.

13. Disclaimer of Liability. Neither the Licensor, the Team, or any Arena operator designated by Licensor (the "Arena Operator") or any of their respective affiliates (together, the "Licensor Parties") or any of their respective officers, partners, employees, directors, members, owners, managers or agents (together, with the Licensor Parties, the "Licensor Acting Parties"), will be liable or responsible for any loss, damage, or injury to any person or to any property of Licensee or Licensee's guests or invitees in, around or upon the Arena or any Arena parking areas, resulting from any cause whatsoever, including, but not limited to, theft and vandalism, unless due to, and only to the extent of, the negligence or the willful misconduct of one of the Licensor Acting Parties

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and then only the Licensor Acting Parties who have committed such negligence or willful misconduct will be liable.

IN ADDITION, LICENSEE AGREES TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE LICENSOR ACTING PARTIES AND THE NBA-G League (also known as the "INDEMNITEES"), FROM AND AGAINST ANY LIABILITY, LOSSES, CLAIMS, DEMANDS, COSTS AND EXPENSES, INCLUDING ATTORNEYS' FEES AND LITIGATION EXPENSES, ARISING OUT OF ANY PERSONAL INJURY OR PROPERTY DAMAGE OCCURRING IN, AROUND OR UPON THE ARENA AND ANY ARENA PARKING AREAS: (I) IN CONNECTION WITH LICENSEE'S OR LICENSEE'S GUEST'S OR INVITEE'S USE OF THE LOGE BOX, OTHER ARENA AREAS OR ANY ARENA PARKING AREAS, REGARDLESS OF WHETHER SUCH PERSONAL INJURY OR PROPERTY DAMAGE WAS CAUSED BY OR RESULTS FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OR OTHER FAULT OF ANY INDEMNITEE, WHETHER SOLE, JOINT, ACTIVE OR PASSIVE, EXCEPTING FROM THIS INDEMNITY ONLY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNITEE AND EXCEPTING ONLY AS TO SUCH INDEMNITEE, OR (II) DUE TO ANY CONTRAVENTION BY LICENSEE OR LICENSEE'S GUESTS OR INVITEES OF THE

PROVISIONS OF THIS AGREEMENT OR OF ANY APPLICABLE LAWS, RULES, REGULATIONS OR ORDERS. ALL INDEMNITEES ARE DEEMED TO BE THIRD PARTY BENEFICIARIES TO THESE INDEMNIFICATION PROVISIONS, AND ARE ENTITLED TO ENFORCE THESE PROVISIONS AGAINST LICENSEE.

Licensee may, at its sole cost and expense, obtain and keep in full force and effect at all times during the Term, a comprehensive general liability insurance policy (including, without limitation, host liquor liability coverage), including coverage for bodily injury or death, property damage, and personal injury liability and for the performance by Licensee of the indemnity provisions of this Agreement. The limits of this insurance will not, however, limit the liability of the Licensee under this Agreement.

With respect to any claim by Licensee under, in connection with, or in any way related to this Agreement, Licensee specifically agrees that its sole and exclusive remedy at law or in equity will be to a refund of License Fees previously paid, less any License Fees applicable to any period of time before such claim arose, it is agreed that none of the Licensor Acting Parties will ever be personally liable on account of such claim. In no event will any Licensor Acting Parties ever be liable to Licensee for any indirect, special, or consequential damages suffered by Licensee or any of its guests or invitees, for whatever cost.

Licensor hereby waives all rights of recovery against Licensee, its officers, employees, agents, guests, visitors and invitees for or arising out of damages to or destruction of the Arena and any other property and improvements of Licensor from causes then included under Licensor's property and casualty coverage insurance policies covering the Arena, to the extent that such insurance policies permit such waiver. Licensee hereby waives all rights of recovery against Licensor for or arising out of damage to or destruction of any property of Licensee located within the Loge Box and the Arena from causes then included under Licensee's property and casualty coverage insurance policies, if any, to the extent that such insurance policies permit such waiver.

14. Cost-Sharing Arrangements. Licensee hereby represents and warrants that Licensee has not entered into, nor will it enter into, any agreements or arrangements by which Licensee and any other party or parties share the costs attributable to the Loge Box including, but not limited to, the

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License Fees provided for hereunder, in consideration for the use of the Loge Box during the Term hereof ("Cost-Sharing Arrangement"), except as may be approved in writing by Licensor. Any and all agreements to transfer, for any consideration whatsoever, one or more tickets provided to Licensee under this Agreement will constitute a Cost-Sharing Arrangement. No Cost-Sharing Arrangement will relieve Licensee from being fully liable for all obligations under this Agreement, including, without limitation, all financial and non-financial obligations and the payment of all License Fees. At all times, Licensor will have the right, exercisable in Licensor's sole and absolute discretion, to prohibit and to reject any proposed Cost-Sharing Arrangement or to limit the number of parties to a Cost-Sharing Arrangement. In the event that Licensee desires to enter into a Cost-Sharing Arrangement after execution of this Agreement, Licensee will be required with respect thereto to provide to Licensor the identity of the party(s) to the proposed Cost-Sharing Arrangement and the address and phone number of such party(s), so that Licensor may contact them to request such financial or other information as Licensor will deem advisable.

15. STRIKES, DAMAGES, DESTRUCTION, ETC. If any Regular Season Games or Events are cancelled in any Year due to any reason including, without limitation, any strike, lock-out or other labor disturbance, damage to or destruction of the Bert Ogden Arena or any other event or condition, then (i) the terms of the Agreement shall continue in full force and effect without any liability to Licensor for damages of any kind relating to the cancelled Bert Ogden Arena games or Events; and (ii) the Annual License Fee for that Year shall be prorated based upon the ratio that the total number of Bert Ogden Arena scheduled to occur during that Year minus the number of

Regular Season Games canceled for that Year bears to the total number of Regular Season Games scheduled to occur during that Year. Any credit due to the Licensee as a result of such proration for that Year shall be applied to the Annual License Fee payment installments for the next Year until used in full. If, in the case, the Year is the final Year of the Term and there are no more Annual License Fee payment installments due, then the credit shall be paid to Licensee when Licensee has fully performed all its obligations under the Agreement.

In the event of any damage to or destruction of the Loge Box, not caused by Licensee, in any Year which results in Licensee not having the use of the Loge Box for any Regular Season Games or Events and a reasonably comparable Loge Box is not made available to the Licensee, then the Licensee shall be entitled to a credit against the Annual License Fee for that Year as provided in this Agreement. The Licensee shall not be entitled to a credit for any Annual License Fee if the Loge Box is rendered unusable due to the fault or negligence of the Licensee or Licensee's guests or invitees.

If in the event of any damage to or destruction of the Bert Ogden Arena which renders the Bert Ogden Arena unusable and the Bert Ogden Arena is not repaired or restored, then Licenser will return to Licensee the Security Deposit and any credit of the Annual License Fee, as soon as reasonably practical thereafter; and no interest will be paid on any returned Annual License Fee or Security Deposit; and upon return of such Annual License Fee and Security Deposit, the Agreement will terminate, and the parties will have no further liability or obligation to each other under the terms of the Agreement or at law or equity.

16. Assignment; When Permitted.

(a) Assignment by Licensee. Licensee hereby acknowledges that the identity of Loge Box licensees is of crucial importance to Licenser. Accordingly, Licensee hereby agrees that, unless Licensee has obtained Licenser's consent as provided in Section 18(b) hereof, Licensee will

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not assign, sell, sublicense, transfer, mortgage or otherwise alienate or encumber (any such act being to "assign" and to result in an "assignment") this Agreement or any interest therein; provided, however, that Licensee may distribute admission tickets provided to Licensee under this Agreement ("Tickets") or the VIP Parking Passes to Licensee's guests and invitees for use in the manner permitted herein. For purposes hereof, a transfer of a controlling interest in the capital stock or partnership interests of Licensee, the sale of all or substantially all of the assets of Licensee or a merger or consolidation of Licensee with another entity will be deemed to be an assignment requiring consent of Licenser, such consent not to be unreasonably withheld. Licensee further agrees not to sell any Tickets or any rights to admission to the Loge Box, the VIP Parking Passes or the Club Facilities or otherwise permit any person to occupy the same for hire, it is expressly understood that the use of Tickets, the Loge Box, the VIP Parking Passes and the Club Facilities will be solely for the use, enjoyment, and entertainment of Licensee, and guests and invitees of Licensee. The licensee agrees not to solicit or accept any direct or indirect payment or income from any person or entity for the use of Tickets, the Loge Box, the VIP Parking Passes, or the Club Facilities. The provisions of this Section 18 will not prohibit Licensee from requiring its employees, guests, and invitees, pursuant to the Licensee's company or internal policy and procedure, to pay or reimburse the Licensee for the use of Tickets.

(b) Consent. If Licensee desires to assign its interest in this Agreement to any person or entity, Licensee will notify Licenser in writing of such desire, setting forth the identity of the proposed assignee and the name, address and telephone number of the individual representing the proposed assignee so that Licenser may communicate with the proposed assignee regarding the proposed assignment. Licenser will have the right to contact the proposed assignee and conduct such investigation of the creditworthiness of such proposed assignee as Licenser will deem

necessary, including requiring the proposed assignee to submit to Licensor such financial and other information as Licensor will deem advisable. If Licensor consents to the proposed assignment, it will not be effective until Licensor has received an instrument executed by the proposed assignee by which such assignee agrees to be bound by this Agreement and an instrument of assignment executed by Licensee satisfactory to Licensor. Upon Licensor's written consent to the assignment of this Agreement and receipt of such instruments, Licensee will be released from any further obligations under this Agreement. Any consent by Licensor to any assignment or other transfer by Licensee will not be deemed to be consent by Licensor to any further assignment or other transfer by the successor licensee. Any attempted assignment, sell, sublicense, transfer, mortgage, or other alienation or encumbrance of this Agreement or any interest herein will be null and void and further will constitute a default in the performance and observance of Licensee's duties and obligations under this Agreement. Licensor will not unreasonably withhold its consent to an assignment by Licensee.

(c) Assignment by Licensor. Licensor may freely assign all or any part of its interest in this Agreement in connection with the financing of the Arena or otherwise. If Licensor assigns all of its interest in, and obligations under, this Agreement, then the assignee, after accepting such assignment, will be substituted as Licensor under this Agreement, and Vipers Arena, LLC will be relieved of all obligations and liability under this Agreement, whether arising before or after the date of assignment.

17. Subordination. This Agreement and Licensee's rights hereunder are expressly subject and subordinate to: (i) any and all other leases (ground or otherwise), mortgages or other financing documents affecting the Arena or land upon which the Arena is located or Licensor's interest therein, as any of the same may be modified or amended from time to time, (ii) all zoning, building

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and other laws, regulations and ordinances of any and all municipal, governmental and quasi governmental bodies and agencies having jurisdiction over the Arena or land upon which the Arena is located, as any of the same may be modified or amended from time to time, and (iii) any and all matters affecting the state of title to the Arena and land upon which the Arena is located, whether or not recorded in the public records of Hidalgo County, Texas.

18. Miscellaneous.

(a) Upon the expiration of the Term (or, if applicable, upon the expiration of any subsequent term pursuant to Licensee's right of first refusal under Section 9 of this Exhibit D) or upon the earlier termination of this Agreement, Licensee will surrender all rights to the Loge Box and will leave the Loge Box in the condition in which it was originally delivered to Licensee, except for normal wear and tear and damage caused by casualty or other force beyond the control of Licensee or Licensee's guests or invitees, as well as return to Licensor any Loge Box tickets delivered to Licensee prior to such termination for events at the Arena after such termination. If at such termination, the Loge Box is not in the condition described in this paragraph, Licensee will be responsible for the costs of restoring the Loge Box to such condition.

(b) It is understood that Licensor may mortgage, pledge, assign or otherwise encumber Licensor's rights in this Agreement as security for financing for the Arena or other facilities operated by Licensor, to any successor owner of the Team, or for other purposes of Licensor, all without obtaining Licensee's consent, and that, in such event, this Agreement and the rights and interests of Licensee hereunder will be subordinate thereto. The licensor may also assign its interests as set forth in Section 18.

(c) All notices, demands and other communications between the parties required or appropriate hereunder will be in writing and deemed given if mailed, postage prepaid, to the respective

addresses set forth in this Agreement, or to such other address as may be designated by either party, from time to time, in writing; provided that notices, demands, and other communications to Licensee may be given by email if Licensee has consented to such delivery.

(d) THIS AGREEMENT WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ANY OTHERWISE APPLICABLE PRINCIPLES OF CONFLICT OF LAWS, AND ALL OBLIGATIONS OF ANY PARTY HEREUNDER WILL BE PAYABLE AND PERFORMABLE IN, AND THE EXCLUSIVE VENUE FOR ANY ACTION BROUGHT WITH RESPECT HERETO WILL BE THE COUNTY COURT OR CIRCUIT COURT LOCATED IN HIDALGO COUNTY, TEXAS, OR THE FEDERAL DISTRICT COURT FOR THE SOUTHERN DISTRICT OF TEXAS, HIDALGO COUNTY, TEXAS. THIS AGREEMENT WILL AT ALL TIMES BE SUBJECT TO THE RULES AND REGULATIONS OF THE G-LEAGUE.

(e) This Agreement contains the entire agreement of the parties with respect to the matters provided for herein, and will supersede any written instrument or oral agreement previously made or entered into by the parties to this Agreement, specifically including, but not limited to, any advertising or marketing materials distributed (in any form) by Licensor and/or its agents. In the event of a conflict between the first page of this Agreement and any Exhibit, the terms of the Exhibit will control, and in the event of a conflict between Exhibit D and any other part of this Agreement, the terms of this Exhibit D will control.

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(f) This Agreement and all the terms and provisions hereof will inure to the benefit of and be binding upon the parties thereto and their respective heirs, executors, administrators, personal representatives, successors, and permitted assigns. No amendment or modification to this Agreement will be effective unless the same is in writing and signed by both Licensor and Licensee.

19. Notices. The licensee should not sign this before Licensee has read it or if it contains any blank spaces. The licensee is entitled to an exact copy of the paper Licensee signs. The licensor has reserved the right to assign this Agreement as described herein. Any such assignee of this Agreement is subject to all claims and defenses which Licensee could assert against Licensor obtained pursuant hereto. Recovery hereunder shall not exceed amounts paid by Licensee hereunder.

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AFFIRMATIVE CONSENT TO RECEIVE ELECTRONIC COMMUNICATIONS CONCERNING YOUR ARENA LOGE BOX LICENSE

The Arena Loge Box Licensee executing this consent in the space below ("You") acknowledges that Vipers Arena, LLC, Vipers Basketball, LLC (collectively, the "Vipers Entities"), the NBA-G League and third parties who may offer or promote Arena events (the "Events Entities") (collectively with the Vipers Entities and the NBA-G League, "We" or "Us") may want to contact You regarding Your arena License or notify You of conditions, events and promotions relating to the Arena. Our contact with You may involve sending You emails or other electronic communications. To ensure that We have obtained Your affirmative consent to receive these communications, you agree as follows:

1. You agree that We can send an email and other electronic communications to You at the email address set forth below, and it will be deemed to be an adequate notice

under the Loge Box License Agreement. You agree to promptly inform Us of any change to Your email address or other addresses. You agree that We can rely upon the information concerning the electronic addresses You have provided to Us.

2. We may also send communications to You concerning the following subjects:

- a. Changes in the times or other details of any Arena events;
- b. Security procedures and policies, and any security alerts;
- c. Parking, traffic, or other transportation issues relating to the Arena; d. Events (such as concerts and sporting events) scheduled at the Arena; e. Information relating to Your licenses, such as renewals and special offers, including any right to purchase tickets to events and procedures for distribution or tickets to events;
- e. Offers for affiliated products and services;
- f. Rules, regulations, and procedures regarding the use of the Arena or parking for events at the Arena; and
- g. Other special circumstances in which We may need to contact You.

We will use commercially reasonable efforts to provide accurate information to You and to ensure that the information is delivered to You. However, we cannot guarantee that all communications are error-free or that the messages will, in fact, be delivered.

3. You may revoke Your agreement to receive email and other electronic communications from us by making a request, either by using the unsubscribe function in the message You receive from Us or by advising us in writing at PO Box 3549 Edinburg, Texas 78540. Note that if You revoke your authorization, you may not receive important information from Us concerning your license.

4. This consent does not change any other agreement between You and the Vipers Entities.

Agreed to:

City of Pharr



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 8.D.

DATE SUBMITTED: September 26, 2024

MEETING DATE: October 7, 2024

FROM: Daniela Villarreal, Buyer II

DEPARTMENT: Purchasing

DIRECTOR: Mayra Gomez

Agenda Item: Consideration and action, if any, authorizing City Manager to enter into a Term Contract for the Purchase and Delivery of Fuel with Arguindegui Oil Co. from Laredo, TX. **This item supports IF - Infrastructure.**

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: On August 22, 2024 the City of Pharr received a total of three (3) bids for the Purchase and Delivery of Fuel. Arguindegui Oil Co., from Laredo TX was the lowest bidder. Staff is hereby requesting authorization to award this term contract for two (2) years with the option to extend, with City Manager approval, for two (2) additional years in one (1) year increments. -Project No. 2324-01-517-T02-56

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: No

ROUTING:

Daniela Villarreal

Mayra Gomez

Luis Marin

Hilda Pedraza

Ricardo Rodriguez

Jamison Merrick

City Management Office

Created/Initiated - 9/26/2024

Approved - 10/3/2024

Approved - 10/3/2024

Approved - 10/3/2024

Approved - 10/4/2024

Approved - 10/4/2024

Final Approval - 10/4/2024



Pharr



BID OPENING: AUGUST 22, 2024 AT 3:00 PM

LOCATION: CITY HALL (1ST FLOOR) MEDIUM CONFERENCE ROOM

PROJECT NO. 2324-01-517-T02-56 TERM CONTRACT FOR THE PURCHASE AND DELIVERY OF FUEL

BIDDERS:				GOLD STAR PETROLEUM INC	ARGUINDEGUI OIL CO II LTD	OIL PATCH FUEL & SUPPLY
ITEM	DESCRIPTION	U/M	QTY			
OPIS PUBLICATION DATE				8/22/2024	8/19/2024	8/21/2024
1	ITEM NO. 1 - UNLEADED MID-GRADE GASOLINE: OPIS Average: OPIS Publication pad 3, Harlingen area average pricing	GAL	1	\$2.39	\$2.48	\$2.44
2	ITEM NO. 1 - UNLEADED MID-GRADE GASOLINE: State Fuel Tax: (Vendor must indicate \$0.20 cents per gallon)	EA	1	\$0.20	\$0.20	\$0.20
3	ITEM NO. 1 - UNLEADED MID-GRADE GASOLINE: Profit Margin:	EA	1	\$0.02	\$0.18	\$0.03
4	ITEM NO. 1 - UNLEADED MID-GRADE GASOLINE: Loading/Delivery Fee: < 4,000 gallons	EA	1	LESS THAN 2,500 - \$1.70 2,500 BUT LESS THAN 5,000 - \$3.45 5,000 BUT LESS THAN 8,000 - \$5.45 8,000 BUT LESS THAN 10,000 - \$6.95	\$0.00	LESS THAN 2,499 - \$1.70 2,500 TO 5,000 - \$3.45 5,000 TO 8,000 - \$5.45 8,000 TO 10,000 - \$6.95
5	ITEM NO. 1 - UNLEADED MID-GRADE GASOLINE: Loading/Delivery Fee: > 4,000 gallons	EA	1	LESS THAN 2,500 - \$1.70 2,500 BUT LESS THAN 5,000 - \$3.45 5,000 BUT LESS THAN 8,000 - \$5.45 8,000 BUT LESS THAN 10,000 - \$6.95	\$0.00	LESS THAN 2,499 - \$1.70 2,500 TO 5,000 - \$3.45 5,000 TO 8,000 - \$5.45 8,000 TO 10,000 - \$6.95
6	ITEM NO. 2 - DIESEL (ULTRA-LOW SULFUR): OPIS Average: OPIS Publication pad 3, Harlingen area average pricing	GAL	1	\$2.33	\$2.41	\$2.35
7	ITEM NO. 2 - DIESEL (ULTRA-LOW SULFUR): State Fuel Tax: (Vendor must indicate \$0.20 cents per gallon)	EA	1	\$0.20	\$0.20	\$0.20
8	ITEM NO. 2 - DIESEL (ULTRA-LOW SULFUR): Profit Margin:	EA	1	\$0.02	\$0.18	\$0.03



Pharr



BID OPENING: AUGUST 22, 2024 AT 3:00 PM

LOCATION: CITY HALL (1ST FLOOR) MEDIUM CONFERENCE ROOM

PROJECT NO. 2324-01-517-T02-56 TERM CONTRACT FOR THE PURCHASE AND DELIVERY OF FUEL

BIDDERS:				GOLD STAR PETROLEUM INC	ARGUINDEQUI OIL CO II LTD	OIL PATCH FUEL & SUPPLY
	ITEM NO. 2 - DIESEL (ULTRA-LOW SULFUR): Loading/Delivery Fee: <4,000 9 gallons	EA	1	LESS THAN 2,500 - \$1.70 2,500 BUT LESS THAN 5,000 - \$3.45 5,000 BUT LESS THAN 8,000 - \$5.45 8,000 BUT LESS THAN 10,000 - \$6.95	\$0.00	LESS THAN 2,499 - \$1.70 2,500 TO 5,000 - \$3.45 5,000 TO 8,000 - \$5.45 8,000 TO 10,000 - \$6.95
	ITEM NO. 2 - DIESEL (ULTRA-LOW SULFUR): Loading/Delivery Fee: >4,000 10 gallons	EA	1	LESS THAN 2,500 - \$1.70 2,500 BUT LESS THAN 5,000 - \$3.45 5,000 BUT LESS THAN 8,000 - \$5.45 8,000 BUT LESS THAN 10,000 - \$6.95	\$0.00	LESS THAN 2,499 - \$1.70 2,500 TO 5,000 - \$3.45 5,000 TO 8,000 - \$5.45 8,000 TO 10,000 - \$6.95
DATED COPY OF OPIS PUBLICATION AS PER ITEM NO. 1. (UNIT PRICE BASED ON OPIS PUBLICATION PAD 3, HARLINGEN AREA AVERAGE "DAILY" PRICING).				SUBMITTED	SUBMITTED	SUBMITTED
NUMBER OF HOURS TO DELIVER FUEL AFTER RECEIPT OF ORDER (ARO) BY TELEPHONE, E-MAIL; OR FAX. DELIVERY SHALL BE FROM 7:00 AM TO 11:00 AM AND 2:00 PM TO				24 HOURS	24 HOURS	24 HOURS
IS BIDDER GOING TO PASS THE COST OF LOADING/DELIVERY FEE(S) TO THE CITY OF PHARR? ENTER YES OR NO.				YES	NO	YES
IF YOU ENTERED "YES" FOR LINE ITEM 4, YOU MUST UPLOAD LOADING/DELIVERY FEE SCHEDULE HERE.				SUBMITTED	SUBMITTED	SUBMITTED
IS BIDDER ABLE AND WILLING TO MAKE DELIVERIES ON WEEKENDS AND/OR HOLIDAYS AT CONTRACT UNIT PRICES?				YES	YES	YES
SPECIFY HOURS OF OPERATION				MONDAY - FRIDAY 8-5	MONDAY-FRIDAY 8am-6pm	8-5
SPECIFY NAME OF PERSON(S) AUTHORIZED TO PROVIDE PRICES ON FUEL				CELENA / MARTIN / JJ / KYLE	CUSTOMER SERVICE DEPARTMENT	GLORIA GREZ
SPECIFICATIONS (PAGES 16-19) OF THE SOLICITATION DOCUMENT				SUBMITTED	SUBMITTED	SUBMITTED
BID FORM SIGNATURE PAGE 21 OF THE SOLICITATION DOCUMENT				SUBMITTED	SUBMITTED	SUBMITTED
NON-COLLUSION AFFIDAVIT PAGE 22 OF THE SOLICITATION DOCUMENT				SUBMITTED	SUBMITTED	SUBMITTED
GENERAL CONDITIONS AND AGREEMENT SIGNATURE PAGE 24 OF THE SOLICITATION DOCUMENT				SUBMITTED	SUBMITTED	SUBMITTED



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 8.E.

DATE SUBMITTED: October 3, 2024

MEETING DATE: October 7, 2024

FROM: Maritza Magallan, Contract
Compliance Officer

DEPARTMENT: Purchasing

DIRECTOR: Mayra Gomez

Agenda Item: Consideration and action, if any, authorizing City Manager to enter into a Golf Cart Lease Agreement with Yamaha Golf Car Company from Newman, GA through Purchasing Cooperative Buy Board No. 706-23 **This item supports SE - Service Excellence.**

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: Current Golf Cart Lease will be expiring November 1, 2024 and we would like to enter into an agreement with Yamaha Golf Car Company for 65 - 2025 Yamaha Drive Fleet Golf cars, 65 - Yamaha GPS System, 5 - 2024 Yamaha PTV Cars, and 1 - 2025 Yamaha Two Utility Car. The lease shall be for a period of 42 months. All golf carts will be brand new and remain under warranty for the duration of the lease.
(Project No. 2425-75-510-S01-01)

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval to enter into a Golf Cart Lease Agreement

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maritza Magallan
Mayra Gomez
Sergio Alanis
Hilda Pedraza
Ricardo Rodriguez
Jamison Merrick
City Management Office

Created/Initiated - 10/3/2024
Approved - 10/3/2024
Approved - 10/3/2024
Approved - 10/3/2024
Approved - 10/4/2024
Approved - 10/4/2024
Final Approval - 10/4/2024



Vendor Contract Information Summary

Vendor	Yamaha Golf-Car Company
Contact	Amy Austin
Phone	(770) 420-6084
Email	amy_austin@yamaha-motor.com
Vendor Website	www.yamahagolfcar.com
TIN	58-2227420
Address Line 1	1000 GA Hwy 34 E.
Vendor City	Newnan
Vendor Zip	30265
Vendor State	GA
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Yamaha Golf Car has purch
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Company Truck
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	All States
Contract Name	Grounds Maintenance Equipment, Parts, and Supplies
Contract No.	706-23
Effective	06/01/2023
Expiration	05/31/2026
Accepts RFQs	Yes

10/2/2024 2:05 PM

Proposal Expressly
Prepared For:

**Tierra del Sol
Golf Course**

Attn: Will Borowski



Prepared By:
JT Carney
District Sales Manager
Yamaha Golf-Car Company
10/4/2024



Equipment Details

Equipment Quoted:

- (65) 2025 Yamaha Drive² AC Electric Fleet Golf Cars
- (5) 2024 Yamaha Drive² AC Electric PTV Cars
- (1) 2025 Yamaha UMax Two Utility Car

Color Options Included:

- **Fleet & PTV:** Glacier (White)
- **UMax:** Glacier (White)

Optional Equipment Included (Fleet)

- Beige Top
- Hinged Windshield
- Information Holder (2 per car)
- Fleet Numbers (2 per car)
- USB Ports
- Dual Sand Bottle Kit
- Tow Bar System
- Battery Water De-Ionizer
- Custom Logo
- 2 Keys

Optional Equipment Included (UMax)

- Black Top

Delivery & Setup

Yamaha Golf-Car will be responsible for the delivery and setup of these golf cars. The price for this is included in the pricing below. We will also be responsible for the disposal of all trash associated with the setup.





YAMAHA

Revs Your Heart

WELCOME TO SOS

THE SERVICE OPERATIONS SYSTEM FROM YAMAHA



TAKE COMMAND OF YOUR FLEET FROM YOUR COMPUTER OR SMARTPHONE.
SOS OFFERS A NEW LEVEL OF TRANSPARENCY, ACCOUNTABILITY AND CONVENIENCE.

- **REQUEST** repairs quickly and easily
- **PLAN** for scheduled maintenance
- **TRACK** the status of every car throughout the entire service cycle

With the portability of SOS, you can see and track the status of your service request no matter where you are – from home, the office, the course or the cart barn. That means less hassle, more profit potential and total peace of mind.



Simply scan the QR code with your phone to watch our video tutorial. More complete fleet management is just minutes away.



YAMAHA

Revs Your Heart

YamahaGolfCar.com | (866) 747-4027 |     

DRIVE²



4-Year Limited Warranty for Drive² Golf Car

Yamaha Golf-Car Company hereby warrants that any new Yamaha DRIVE² Gas or DRIVE² Electric Fleet golf car purchased from Yamaha, or an Authorized Dealer or Distributor in the United States will be free from defects in material and workmanship for FOUR years from date of purchase, subject to the stated limitations. DURING THE PERIOD OF WARRANTY, any authorized Yamaha golf car service technician, dealer, or distributor will, free of charge, repair or replace, at Yamaha's option, any part adjudged defective by Yamaha due to faulty workmanship or material from the factory. Parts used in warranty repairs will be warranted for the balance of the vehicle's warranty period. All parts replaced under warranty become property of Yamaha Golf-Car Company.

Car Components	Warranty Period	Electric Car Specific Parts	Warranty Period
Frame	Limited Lifetime to Original Owner	Battery - Trojan T875 FLA	4 Years or 23,500 amp hours whichever comes first / without HydroLink Watering System
Transaxle	4 Years		4 Years or 25,000 amp hours whichever comes first / with HydroLink Watering System <i>*See Trojan Warranty Statement for details</i>
Steering / Suspension Components	4 Years	Battery - Trojan T875 AGM	5 Years or 50,000 amp hours whichever comes first
Brakes (Excluding Shoes / Pads)	4 Years		<i>*See Trojan Warranty Statement for details</i>
Sun Top	4 Years	RoyPow® Lithium-Ion Battery	5 Years or 97,000 amp hours whichever comes first <i>*See RoyPow Battery Warranty Statement for details</i>
Electrical Wires, Switches, and Relays	3 Years	Battery Charger and Cord	4 Years
Pedal Assy	3 Years	Electric Motor and Controller	4 Years
Body Parts	3 Years	Charger Receptacle	4 Years
Bumpers / Bag Carrier	3 Years	Throttle Position Sensor	2 Years
Seats	2 Years	Gas Car Specific Parts	Warranty Period
Scorecard Holder	2 Years	Gas Engine	4 Years
Floor Mats	2 Years	Starter Generator	4 Years
Common Accessories	Warranty Period	Exhaust / Intake	4 Years
Genuine Yamaha Fleet Accessories	3 years* <i>*Refer to the Accessory Warranty Statement for details</i>	Clutch (Excluding Drive Belt)	4 Years
		Throttle / Control Cables	3 Years
		Starting Battery	1 Year
		All Remaining Parts	1 Year

EXCLUSIONS from this Warranty shall include any failures caused by:

- Abnormal strain, neglect, or abuse, including lack of proper maintenance, and use contrary to the Owner's/Operator's Manual instructions.
- Accident or collision damage.
- Installation of parts or accessories that are not original equipment.
- Fading, rust, or deterioration due to exposure or ordinary wear and tear.
- Modifications or alterations that affect the car's condition, operation, performance, or durability.
- Damage due to improper transportation.
- Acts of God, i.e. lightning, hail damage, flooding, fire, etc.

This Limited Warranty does not cover any parts replaced due to normal wear or routine maintenance, including oil and air filter elements, brake shoes, tire wear, spark plugs, starter and clutch drive belts. Any charges incurred in transporting a golf car or charger to and from an authorized Yamaha golf car dealer for service or in performing field service are also excluded from this warranty. Gasoline-powered golf car starting batteries on vehicles equipped with a golf course GPS device, or any other device with a parasitic current draw, unless the vehicle is equipped from the factory with an optional deep cycle starting battery, are also excluded from this warranty.

THE CUSTOMER'S RESPONSIBILITY under this warranty shall be to:

- Operate and Maintain the golf car, personal transportation vehicle (PTV), or commercial (Utility) vehicle as specified in the appropriate Owner's/Operator's manual, and
- Give notice to an authorized Yamaha Golf car dealer/distributor of all apparent defects within ten (10) days of discovery, and make the car available at that time for inspection and repairs at the dealer's/distributor's place of business, and
- Transport the car to and from an authorized dealer or distributor for warranty service.

EMISSION CONTROL SYSTEM WARRANTY (USA only): Yamaha Golf-Car Company also warrants to the ultimate purchaser of each gas-powered golf car covered by this warranty that the product is designed, built, and equipped so as to conform at the time of sale with all U.S. emission standards applicable at the time of manufacture and that it is free from defects in materials and workmanship which would cause it not to meet these standards within the same time period described in THE PERIOD OF WARRANTY above, or a minimum of two years, whichever is longer. Failures other than those resulting from defects in material or workmanship which arise solely as a result of owner abuse and/or lack of proper maintenance are not covered by this warranty.

Yamaha Golf-Car Company makes no other warranty of any kind, expressed or implied. All implied warranties of merchantability and fitness of merchantability and fitness for a particular purpose which exceed the obligations and time limits stated in this warranty are hereby disclaimed by Yamaha Golf-Car Company and excluded from this Warranty.

Some states do not allow limitations on how long implied warranty lasts, so the above limitation may not apply to you. Also excluded from this Warranty is any incidental or consequential damages including loss of use. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion may not apply to you. This Warranty give you specific legal rights, and you may also have other rights, which vary from state to state.

EFFECTIVE DATE: 09/01/21

I have read and agree to the above conditions set forth in the Golf-Car Warranty _____ (Initial)

DRIVE²



4-Year Limited Warranty for Trojan® Brand Batteries When Charged with a Yamaha Provided 48-Volt Charger

Yamaha Golf-Car Company (herein referred to as "YGC") hereby warrants to the Original Retail Purchaser or Lessee of a Yamaha Drive2 Golf car, PTV, Multi-passenger, or Utility car purchased from Yamaha, or an Authorized Dealer or Distributor in the United States, that the Trojan® brand batteries charged with a Yamaha provided battery charger will be free from defects in materials and workmanship, and will provide "36-hole performance" as follows:

- 4-years or 20,000 amp-hours with T-105 FLA.
- 4-years or 25,000 amp-hours with T-105 FLA batteries & the addition of a factory-installed Trojan HydroLink Battery Watering System.
- 4-years or 23,500 amp-hours with T-875 FLA.
- 4-years or 25,000 amp-hours with T-875 FLA batteries & the addition of a factory-installed Trojan HydroLink Battery Watering System.
- 5-years or 50,000 amp-hours with T-875 AGM.

WARRANTY LIMITATIONS

Yamaha Golf-Car Company's and Trojan Battery Company's limit of liability shall be to replace a defective battery. Replacement shall mean furnishing a new battery or used battery with sufficient life to complete the remainder of the warranty term, at no cost to the purchaser during the limited warranty period, except for labor or transportation expenses. The following conditions apply.

- Amp-hours will be determined either through the PC Genius controller or through other means necessary in the event of a controller failure or replacement.
- This warranty only applies to factory installed Trojan battery sets charged with a Yamaha provided battery charger.
- The customer must perform (or have a contracted Yamaha Dealer perform) all periodic maintenance and discharge testing as specified in the Yamaha Service Manual Maintenance Schedule. No labor or transportation expenses are included in this limited warranty. Maintenance records must be kept.
- YGC supplied or approved replacement batteries may be of a different brand or capacity, but are warranted to provide 36-hole performance for the remainder of the original warranty term.
- "36-hole performance" is defined as 60-minutes discharge time as tested and recorded using a Lester model #17770 discharge machine at an ambient temperature of between 60 and 100 degrees F (16 and 38 degrees C). Ambient temperatures between 60 and 80 degrees F (16 and 27 degrees C) must be corrected using the formula: Adjusted Discharge Time = (Discharge Minutes) / $(1 - ((80 - \text{TEMP}) / 100) \times 0.64)$.
- The customer must notify the Dealer within 10 days that a vehicle has failed to make 36 holes per day. YGC reserves the right to test and recharge any battery in question.

ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL BE VOID AND EXCLUDED SUBSEQUENT TO ONE YEAR FROM THE DATE OF PURCHASE. THE REPLACEMENT OF THE BATTERY IS THE EXCLUSIVE REMEDY UNDER THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY. YAMAHA MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, AND NO REPRESENTATIVE, EMPLOYEE, DISTRIBUTOR OR DEALER OF YAMAHA HAS THE AUTHORITY TO MAKE OR IMPLY ANY REPRESENTATION, PROMISE OR AGREEMENT WHICH IN ANY WAY VARIES THE TERMS OF THIS WARRANTY.

LIMITED WARRANTY EXCLUSIONS:

Without limiting the generality of the foregoing in any way, and as part of its limited warranty exclusion, YGC does not warrant that its battery is suitable for use in any application other than in a golf car or utility vehicle. As in the use of any battery, a prudent owner will read and study the charger owner's manual, the vehicle owner's manual, the operator's instructions, and the battery warning labels; and will exercise due care in working on or around batteries.

THE PROVISIONS OF THIS LIMITED WARRANTY SHALL NOT APPLY IF BATTERIES ARE SUBJECTED TO ANY OF THE FOLLOWING CONDITIONS:

- Abuse or neglect such as improper fluid levels, loose wiring, rusted or corroded hardware.
- Lack of proper maintenance as outlined in the electric vehicle Owner's / Operator's Manual. For example, lack of regular battery watering or adding water to battery before charging.
- Damage caused by improper installation of the battery.
- Neglect, breakage, freezing, fire, explosion, wreckage, the addition of any chemical, or the operation of the battery in an uncharged condition (below half-charge – 1.200 specific gravity)
- Battery charged by systems other than the original equipment type battery charger.
- On fleet golf cars, the use of any non-YAMAHA supplied electrical devices that consume more than one amp-hour per round or two amp-hours per day of battery energy. Examples of these devices include, but are not limited to: heating or cooling systems; GPS (global position system) devices; information gathering devices; lights; radios or stereos; or yardage measuring devices.
- Less than one charger per car or inadequate facility electrical power to power all chargers. Examples include more than one charger on a single circuit, circuit rating of less than 15 amps, or not enough circuits for the number of cars.
- In fleet applications, less than one battery charger per vehicle. For example, using only 10 battery chargers to charge a 15 car fleet.
- The use of any system that does not allow the battery chargers to shut off automatically. For example, timer systems that are designed to switch battery charger AC power on and off during peak demand hours.
- Damage not resulting from a defect in materials or workmanship or which occurs due to abuse or neglect (including failure to provide reasonable and necessary maintenance), accident, alteration or acts of God is excluded from this limited warranty.

THIS BATTERY IS INTENDED TO BE USED BY PERSONS WITH TRAINING AND EXPERIENCE WITH BATTERIES AND ONLY IN YAMAHA ELECTRIC VEHICLES. ANY OTHER USE RENDERS THE LIMITED WARRANTIES EXPRESSED HEREIN AND ALL IMPLIED WARRANTIES NULL AND VOID AND SAME ARE HEREBY EXCLUDED.

ALSO EXCLUDED FROM THIS LIMITED WARRANTY ARE ANY AND ALL INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OR REVENUE, LOSS OF TIME, INCONVENIENCE OR ANY OTHER ECONOMIC LOSS.

Some states do not allow limitation on the duration of an implied warranty, exclusions or limitations of incidental or consequential damages. Therefore, the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, which vary state to state.

EFFECTIVE DATE: 07/01/21

I have read and agree to the above conditions set forth in the Golf-Car Warranty _____ (Initial)





5-YEAR LIMITED WARRANTY FOR ROYPOW® BRAND BATTERY SYSTEM WHEN CHARGED WITH A YAMAHA PROVIDED 48-VOLT CHARGER

Yamaha Golf-Car Company (herein referred to as "YGC") hereby warrants to the Original Retail Purchaser or Lessee of a Yamaha Drive2 Golf car, PTV, Multi passenger, or Utility car purchased from Yamaha, or an Authorized Dealer or Distributor in the United States, that the RoyPow® brand batteries charged with a Yamaha provided battery charger will be free from defects in materials and workmanship, and will provide "36-hole performance" as follows:

- 5-years or 97,000 amp-hours, whichever comes first, with S51105PC battery system

WARRANTY LIMITATIONS

Yamaha Golf-Car Company's and RoyPow Technology Company Limited's limit of liability shall be to replace a defective battery. Replacement shall mean furnishing a new battery or used battery with sufficient life to complete the remainder of the warranty term, at no cost to the purchaser during the limited warranty period, except for labor or transportation expenses. The following conditions apply.

- Amp-hours will be determined either through the PC Genius controller or through other means necessary in the event of a controller failure or replacement.
- This warranty only applies to factory installed RoyPow® battery charged with a Yamaha provided battery charger.
- The customer must perform (or have a contracted Yamaha Dealer perform) all periodic maintenance and discharge testing as specified in the Yamaha Service Manual Maintenance Schedule. No labor or transportation expenses are included in this limited warranty. Maintenance records must be kept.
- YGC supplied or approved replacement batteries may be of a different brand or capacity, but are warranted to provide 36-hole performance for the remainder of the original warranty term.
- "36-hole performance" is defined as 83-minutes (@ 56 amp draw) discharge time as tested and recorded using a Lester model #17770 discharge machine at an ambient temperature 80 degrees F (27 degrees C).
- The customer must notify the Dealer within 10 days that a vehicle has failed to make 36 holes per day. YGC reserves the right to test and recharge any battery in question.

ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL BE VOID AND EXCLUDED SUBSEQUENT TO ONE YEAR FROM THE DATE OF PURCHASE. THE REPLACEMENT OF THE BATTERY IS THE EXCLUSIVE REMEDY UNDER THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY. YAMAHA MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, AND NO REPRESENTATIVE, EMPLOYEE, DISTRIBUTOR OR DEALER OF YAMAHA HAS THE AUTHORITY TO MAKE OR IMPLY ANY REPRESENTATION, PROMISE OR AGREEMENT WHICH IN ANY WAY VARIES THE TERMS OF THIS WARRANTY.

LIMITED WARRANTY EXCLUSIONS:

Without limiting the generality of the foregoing in any way, and as part of its limited warranty exclusion, YAMAHA does not warrant that its battery is suitable for use in any application other than in a golf car or utility vehicle. As in the use of any battery, a prudent owner will read and study the charger owner's manual, the vehicle owner's manual, the operator's instructions, and the battery warning labels; and will exercise due care in working on or around batteries.

THE PROVISIONS OF THIS LIMITED WARRANTY SHALL NOT APPLY IF BATTERIES ARE SUBJECTED TO ANY OF THE FOLLOWING CONDITIONS:

- Batteries subjected to any parasitic load while in storage or transit.
- Batteries operated with accessory loads in excess of 8AH draw.
- Abuse or neglect such as loose or defective wiring, rusted or corroded hardware.
- Lack of proper maintenance as outlined in the electric vehicle Owner's / Operator's Manual. For example, improper charging procedures during long term storage.
- Damage caused by improper removal or installation of the battery.
- Neglect, breakage, freezing, fire, explosion, wreckage, impact, the addition of any chemical, or the operation of the battery in an uncharged condition (below half-charge).
- Battery charged by systems other than the original equipment type battery charger.
- On fleet golf cars, the use of any non-YAMAHA supplied electrical devices that consume more than one amp-hour per round or two amp-hours per day of battery energy. Examples of these devices include, but are not limited to: heating or cooling systems; GPS (global position system) devices; information gathering devices; lights; radios or stereos; or yardage measuring devices.
- Less than one charger per car or inadequate facility electrical power to power all chargers. Examples include more than one charger on a single circuit, circuit rating of less than 15 amps, or not enough circuits for the number of cars.
- In fleet applications, less than one battery charger per vehicle. For example, using only 10 battery chargers to charge a 15 car fleet.
- The use of any system that does not allow the battery chargers to shut off automatically. For example, timer systems that are designed to switch battery charger AC power on and off during peak demand hours.
- Damage not resulting from a defect in materials or workmanship or which occurs due to abuse or neglect (including failure to provide reasonable and necessary maintenance), accident, alteration or acts of God is excluded from this limited warranty.

THIS BATTERY IS INTENDED TO BE USED BY PERSONS WITH TRAINING AND EXPERIENCE WITH BATTERIES AND ONLY IN YAMAHA ELECTRIC VEHICLES. ANY OTHER USE RENDERS THE LIMITED WARRANTIES EXPRESSED HEREIN AND ALL IMPLIED WARRANTIES NULL AND VOID AND SAME ARE HEREBY EXCLUDED.

ALSO EXCLUDED FROM THIS LIMITED WARRANTY ARE ANY AND ALL INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OR REVENUE, LOSS OF TIME, INCONVENIENCE OR ANY OTHER ECONOMIC LOSS.

Some states do not allow limitation on the duration of an implied warranty, exclusions or limitations of incidental or consequential damages. Therefore, the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, which vary state to state.

EFFECTIVE DATE: 09/01/21

I have read and agree to the above conditions set forth in the Golf-Car Warranty _____ (Initial)





2-Year Limited Warranty for Transportation and Utility Vehicles

Yamaha Golf-Car Company hereby warrants that any new Yamaha utility vehicle or any multi passenger cars or specialty vehicles purchased from Yamaha, or an Authorized Dealer or Distributor in the United States will be free from defects in material and workmanship for TWO years from date of purchase, subject to the stated limitations. DURING THE PERIOD OF WARRANTY, any authorized Yamaha golf car service technician, dealer, or distributor will, free of charge, repair or replace, at Yamaha's option, any part adjudged defective by Yamaha due to faulty workmanship or material from the factory. Parts used in warranty repairs will be warranted for the balance of the vehicle's warranty period. All parts replaced under warranty become property of Yamaha Golf-Car Company.

Car Components	Warranty Period	Electric Car Specific Parts	Warranty Period
Brake System (Excluding Shoes / Drums)	2 Years	Battery - Trojan T105 FLA	4 Years or 20,000 amp hours whichever comes first / without HydroLink Watering System
Body Parts	2 Years		4 Years or 21,500 amp hours whichever comes first / with HydroLink Watering System
Bumpers / Rear Floor Cover (Bag Well)	2 Years		<i>*See Trojan Warranty Statement for details</i>
Electrical Wires, Switches, and Relays	2 Years	Battery - Trojan T875 AGM	5 Years or 50,000 amp hours whichever comes first
Frame Assy	2 Years		<i>*See Trojan Warranty Statement for details</i>
Floor Mats	2 Years	Battery Charger and DC Cord	2 Years
Pedal Assy	2 Years	Electric Motor and MCU	2 Years
Scorecard Holder	2 Years	Charger Receptacle	2 Years
Seats	2 Years	Throttle Sensor Assy	2 Years
Steering / Suspension Components	2 Years	Gas Car Specific Parts	Warranty Period
Transaxle / Transmission	2 Years	Clutch (Excluding Drive Belt)	2 Years
Common Accessories	Warranty Period	Intake and/or Exhaust System	2 Years
Windshield	3 years	Gas Engine	2 Years
Sun Top	2 Years	Starter Generator	2 Years
Tail Light	2 Years	Starting Battery	1 Year
YamaTrack Specific Components	3 Years	Throttle / Control Cables	2 Years
		All Remaining Parts	1 Year

EXCLUSIONS from this Warranty shall include any failures caused by:

- Abnormal strain, neglect, or abuse, including lack of proper maintenance, and use contrary to the Owner's/Operator's Manual instructions.
- Accident or collision damage.
- Installation of parts or accessories that are not original equipment.
- Fading, rust, or deterioration due to exposure or ordinary wear and tear.
- Modifications or alterations that affect the car's condition, operation, performance, or durability.
- Damage due to improper transportation.
- Acts of God, i.e. lightning, hail damage, flooding, fire, etc.

This Limited Warranty does not cover any parts replaced due to normal wear or routine maintenance, including oil and air filter elements, brake shoes, Tire wear, spark plugs, starter and clutch drive belts. Any charges incurred in transporting a golf car or charger to and from an authorized Yamaha golf car dealer for service or in performing field service are also excluded from this warranty. Gasoline-powered golf car starting batteries on vehicles equipped with a golf course GPS device, or any other device with a parasitic current draw, unless the vehicle is equipped from the factory with an optional deep cycle starting battery, are also excluded from this warranty.

THE CUSTOMER'S RESPONSIBILITY under this warranty shall be to:

- Operate and Maintain the golf car, personal transportation vehicle (PTV), or commercial (Utility) vehicle as specified in the appropriate Owner's/Operator's manual, and
- Give notice to an authorized Yamaha Golf car dealer/distributor of all apparent defects within ten (10) days of discovery, and make the car available at that time for inspection and repairs at the dealer's/distributor's place of business, and
- Transport the car to and from an authorized dealer or distributor for warranty service.

WARRANTY TRANSFER: This warranty is to the original purchaser and is not transferable.

EMISSION CONTROL SYSTEM WARRANTY (USA only): Yamaha Golf-Car Company also warrants to the ultimate purchaser of each gas-powered golf car covered by this warranty that the product is designed, built, and equipped so as to conform at the time of sale with all U.S. emission standards applicable at the time of manufacture and that it is free from defects in materials and workmanship which would cause it not to meet these standards within the same time period described in THE PERIOD OF WARRANTY above, or a minimum of two years, whichever is longer. Failures other than those resulting from defects in material or workmanship which arise solely as a result of owner abuse and/or lack of proper maintenance are not covered by this warranty.

Yamaha Golf-Car Company makes no other warranty of any kind, expressed or implied. All implied warranties of merchantability and fitness of merchantability and fitness for a particular purpose which exceed the obligations and time limits stated in this warranty are hereby disclaimed by Yamaha Golf-Car Company and excluded from this Warranty. Some states do not allow limitations on how long implied warranty lasts, so the above limitation may not apply to you. Also excluded from this Warranty is any incidental or consequential damages including loss of use. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion may not apply to you. This Warranty give you specific legal rights, and you may also have other rights, which vary from state to state.

EFFECTIVE DATE: 07/01/21

I have read and agree to the above conditions set forth in the Golf-Car Warranty _____ (Initial)

DRIVE²



Equipment Maintenance Schedule

While Yamaha Golf-Car Company maintains a network of reliable service providers that are willing and able to assist you at any time, the following are best practices that will ensure that your golf car fleet stays in optimum working condition, cutting down on the need of service assistance:

Daily Safety Checklist:

- Visually inspect all equipment for damage. Be sure all nuts, bolts, and screws are tight.
- Insure that all warning and instruction labels are on equipment and in good condition.
- Check equipment for proper and safe operation.
- Maintain a proper tire pressure of 18 psi for gas cars, and 22 psi for electric cars.
- Check drive unit, transmission, engine, and fuel system (gasoline equipment) for leaks.

Daily Performance Inspection:

- *Forward/Reverse Switch:* Check for proper operation.
- *Brakes:* Be sure brakes function properly.
- *Parking Brake:* When latched, the parking brake should lock the wheels and hold the vehicle stationary.
- *Reverse Buzzer:* The reverse buzzer will sound as a warning when the forward/reverse handle or switch is in the reverse position.

Daily Maintenance:

- Remove trash from bag well, floorboard, dash compartment, and drink holders.
- Wash exterior of equipment, including seats and bag well. Do not pressure wash.
- Wash engine compartment. Avoid all electrical components and connections. Do not pressure wash.
- Keep equipment clean with damp cloth.
- Change or repair flat tires.
- *Fuel:* Check fuel level.
- *Engine:* Check for proper engine oil level.
- *Battery:* Check battery post; wires should be tight and free of corrosion, and battery should be fully charged.

Monthly Maintenance:

- *Engine:* Check engine cooling air intake; clean if necessary. Visually inspect the unshrouded area around the engine exhaust for grass and debris; clean if necessary.
- *Tires:* Check air pressure and adjust as necessary.

I have read and understand the above Equipment Maintenance Schedule _____ (Initial)





Terms and Conditions for Returning Vehicles or Trades

Sole Responsibility, if applicable:

Tierra del Sol agrees to accept sole responsibility for any loss or damage to its returned cars beyond ordinary wear due to normal use. The returned cars must meet the following conditions:

- 1.) All cars must be free of all liens and encumbrances.
- 2.) All cars must be capable of running at least nine (9) holes of golf.
- 3.) All cars must be the same quantity and year model as originally evaluated.
- 4.) All cars must be clean, and free of trash, scorecards, pencils, tees, etc.
- 5.) All cars must have a working charger.
- 6.) All cars must have four (4) serviceable tires that retain proper air pressure.
- 7.) All cars must steer properly in all directions.
- 8.) All batteries must be free of corrosion, and properly filled with water.

Furthermore, Tierra del Sol understands and agrees to further charges being assessed if the below conditions are found upon Yamaha Golf-Car Company's inspection of the returned cars:

- 1.) Severely damaged or missing chargers
- 2.) Inoperable cars
- 3.) Minor damage (damage to bodies, bumpers, or seats)
- 4.) Major damage (frame damage, wrecked cars, etc.)

I have read and agree to the above terms and conditions for returning vehicles and/or trades _____ (Initial)





New Car Lease Pricing:

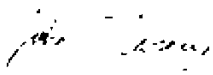
- 42 Month Lease Term
- BuyBoard Contract # 706-23

Vehicle	# of Cars	Price per Car	Total Monthly Price
2025 Yamaha Drive ² AC Lithium Fleet Golf Cars	65	\$135.75	\$8,823.75
YamaTrack GPS System	65	\$43.70	\$2,840.50
2024 Yamaha Drive ² AC Lithium PTV Cars	5	\$158.25	\$791.25
2025 Yamaha UMax Two Utility Car	1	\$183.00	\$183.00
TOTAL			\$12,624.75

- ***The City of Pharr will have the opportunity to purchase a portion of the current fleet of golf cars for the below prices:***
 - ***Fleet & PTV Golf Cars = \$2250/Car***
- The preceding quotation does not include any applicable taxes or insurance and is subject to the final approval of Yamaha Commercial Customer Finance and Yamaha Golf-Car Company; additional documentation to follow. **All prices listed above are subject to change without notice.**
- This quotation is valid for seven (7) days and is subject to change beyond that date. Furthermore, this proposal constitutes the entire understanding and agreement amongst the parties, whether oral or in writing. Neither party has made any further representations or promises to the other with respect to the subject matter of this agreement, except as set forth in this agreement. This agreement supersedes any previous agreements made between parties and is confidential in nature.

If the proposal is acceptable under the above terms please sign and date

Accepted by: _____ Date: _____
City of Pharr

Accepted by:  Date: 10/4/2024
Yamaha District Sales Manager

Accepted by: _____ Date: _____
Regional Sales Manager

**** All proposals must be signed and approved by YGC Management**

