

**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, MARCH 3, 2025**

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 March 22, 2025 as Children's Advocacy Center of Hidalgo County Day.
- B) Proclamation proclaiming March 13, 2025, as National Procurement Professionals 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) Recognition of Pharr Firefighters that assisted with Palisades Wildfire in California.
- B) City Events of Interest
- C) City Engineer's Report

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 February 25, 2025 - Regular Called Meeting. **This item supports SG - Sound Governance and Fiscal Sustainability.** (ADMINISTRATION)

B) Consideration and action, if any, authorizing City Manager to advertise to Request for Proposals for Weedy Lot Abatement and Maintenance Services. **This item supports QL - Quality of Life.** (PURCHASING)

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

1. 7-Eleven Inc. DBA 7-Eleven Convenience Store's and Stripes Stores, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on premise consumption. The property is legally described as Lot 1, Circle K #9142 Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 7401 South Jackson Road. CUP#231107 **This item supports EV - Economic Vitality.**

2. R.G.V. & Associates/Laura L. Garza, d/b/a George's Dance Hall, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premises consumption. The property is legally described as being Lots 197, 198, and 199, Valle de la Primavera Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 6801 South Jackson Road. CUP#120529 **This item supports EV - Economic Vitality.**

3. I Cavazos Management, LLC., d/b/a Tropical Island #2, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on premise consumption. The property is legally described as being Lot 2B, of the Re-Subdivision of Lots 2 & 3, Jackson Ridge Court Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1801 West Ridge Road. CUP#220951 **This item supports EV - Economic Vitality.**

4. Tropical Snacks LLC., d/b/a Tropical Island, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on premise consumption. The property is legally described as being Lot B1, of the map of Lots B1, B2, B3 and B4 Northpoint Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1911 North Veterans Boulevard. CUP#220949 **This item supports EV - Economic Vitality.**

D) PLATS:

1. Garza-Garza Consulting Engineers, representing Armando Guerrero Chapa, President of Black Diamond Services, LLC., is requesting final plat approval of the proposed Black Diamond Subdivision. The property is legally described as being a 3.91-acre tract of land out of Lot 237, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 2800 Block of South Cage Boulevard. SUB#231131 This **item supports EV - Economic Vitality.**

REGULAR AGENDA - OPEN SESSION:

7. ORDINANCES AND RESOLUTIONS:

- A) Consideration and action, if any, on Ordinance amending Ordinance No. O-2023-09 relating to rental of city facilities. (**1st Reading**) **This item supports SG - Sound Governance and Fiscal Sustainability.** (PARKS)

8. ADMINISTRATIVE:

- A) Presentation on the City of Pharr's First Quarter Financial Performance. (FINANCE)

9. PURCHASING:

- A) Consideration and action, if any, on the purchase of a new pump station for Tierra Del Sol Golf Course from Pump Mechanical Technical Services in New Braunfels, Texas (BuyBoard Cooperative Purchasing Program #672-22). **This item supports QL - Quality of Life.** (PARKS)

10. CONTRACTS/AGREEMENTS:

- A) Consideration and action, if any, ratifying Software License and Service Agreement for the purchase of a new system for Mark 43 Record Management System and Computer Aided Dispatch from Freelt Data Solutions (Texas Department of Information (DIR) Cooperative Purchasing Contract No. DIR-TSO-5330). **This item supports QL - Quality of Life.** (PURCHASING)

- B) Consideration and action, if any, ratifying Lease Agreement with Waukesha-Pearce Industries, Inc. of Houston, Texas for the rental of Komatsu Gradall XL 3300-V (Purchasing Cooperative Buy Board Contract No. 685-22). **This item supports QL - Quality of Life.** (PURCHASING)

11. 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.

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

13. 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 28th day of February 2025 at 3:30 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 28th day of February 2025




ALESSANDRA GARCIA, CPM
ASSISTANT 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 Children’s Advocacy Center of Hidalgo and Starr Counties is a distinguished non-profit organization with centers strategically located in Edinburg, Mission, Roma, and Weslaco. Since its establishment in 2000, the Center has been dedicated to alleviating the emotional trauma experienced by child abuse victims, enhancing community awareness regarding the prevention of child abuse, and supporting the effective prosecution of individuals who harm children; and

WHEREAS, the Children’s Advocacy Center of Hidalgo and Starr Counties is proud to be one of over 1000 Children’s Advocacy Centers across the nation, one of 68 in Texas, and the first child-focused facility and community-based program of its kind in Hidalgo and Starr Counties; and

WHEREAS, in fiscal year 2024, the Children’s Advocacy Center of Hidalgo and Starr Counties successfully provided Hope, Healing, and Justice to 2,093 young victims of child abuse, creating a safe, child-friendly environment that encourages and empowers them to share their experiences without fear; and

WHEREAS, the comprehensive services offered by the center encompass immediate crisis intervention, forensic interviews, forensic examinations, family advocacy, mental health support, and community education; and

WHEREAS, in a continued effort to raise awareness and funding for its vital work, the Children's Advocacy Center of Hidalgo and Starr Counties is hosting the 15th Annual Vinos Wine Extravaganza at the McAllen Convention Center on Saturday, March 22, 2025, from 7:00 pm - 11:00 pm. This special event will showcase a delightful array of food, fine wines, and exceptional entertainment featuring Premier Showband Electric Circus and local favorite Dr. No.

Now THEREFORE, I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas by the authority vested in me and on behalf of the City Commission, do hereby proclaim March 22, 2025, as

“Children’s Advocacy Center of Hidalgo County Day”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 3rd day of March 2025.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Imelda Perez, City Clerk

Proclamation



WHEREAS, the public procurement profession plays a significant role in the efficiency and effectiveness of both government and business; and

WHEREAS, in addition to the purchase of goods and services, procurement professionals add value to the organization by performing such functions as executing, implementing, and administering contracts, developing strategic procurement strategies and cultivating working relationships with suppliers and other departments within the organization; and

WHEREAS, public procurement professionals operate under many different titles including “Contract Officer”, “Procurement Specialist”, “Purchasing Agent”, etc., and whereas this Proclamation is intended to include all titles with the all-encompassing term “Procurement Professional”, and

WHEREAS, public procurement professionals that are members of the City of Pharr and other public and private organizations have tremendous influence on the economic conditions in the United States, with accumulative purchasing power running into the billions of dollars; and

WHEREAS, the public procurement professionals serve as the gatekeeper of the competitive process and are entrusted with the responsibility of ensuring that competitive processes are conducted with fairness and transparency for our partners in the business community; and

WHEREAS, the City of Pharr is focused on leading excellence in public procurement; and

WHEREAS, the City of Pharr seeks to expand the awareness of the public procurement professionals role to governmental officials, the general public, business and corporate leaders.

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 the 12th day of March 2025 as:

“Procurement Professionals Day”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 3rd day of March 2025.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Imelda Perez, City Clerk



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 4.A.

DATE SUBMITTED: February 27, 2025

MEETING DATE: March 3, 2025

FROM: Alessandra Garcia, Assistant 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:

Alessandra Garcia

Created/Initiated - 2/27/2025



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.A.

DATE SUBMITTED: February 27, 2025

MEETING DATE: March 3, 2025

FROM: Alessandra Garcia, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR: Pilar Rodriguez

Agenda Item: Recognition of Pharr Firefighters that assisted with Palisades Wildfire in California.

Classification: Regular

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

Issue: Recognition of Pharr Firefighters that assisted the Palisades Wildfire in California.

Fiscal Consideration: N / A

Staff Recommendation: Staff recommends recognizing and commending Battalion Chief Sergio Vasquez, Battalion David Martinez, Engineer Carlos Cavazos, and Engineer Jesus Gonzalez for their dedication and service.

Alternatives: N / A

Exclude Material from Public Packet? No

Reason: N / A

ROUTING:

Alessandra Garcia
City Management Office

Created/Initiated - 2/27/2025
Final Approval - 2/27/2025



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.B.

DATE SUBMITTED: February 27, 2025

MEETING DATE: March 3, 2025

FROM: Alessandra Garcia, Assistant 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:

Alessandra Garcia
City Management Office

Created/Initiated - 2/27/2025
Final Approval - 2/27/2025



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.C.

DATE SUBMITTED: February 28, 2025

MEETING DATE: March 3, 2025

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Maria Rangel

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 - 2/28/2025
Final Approval - 2/28/2025



Report on Capital Improvement Project Activity Construction – March 2025

**City Engineer - Maria Rangel, P.E.
Monday, March 03, 2025**



Pharr
Engineering



City Engineers Report

Engineer: **Structural Engineering Associates, Inc. (SEA)**

Contractor: **IOC Company, LLC**

CM: **Brownstone Consultants, LLC**

Notice to Proceed: **August 05, 2024**

Contract Time: **480 calendar days + 30**

Time to Date: **204 calendar day to 02/25/25 (38%)**

Contract Amount: **\$47,601,706.75**

Change Orders: **-\$824,457.60 (02/25/25) + 30**

Current Contract: **\$46,777,249.15**

Placed to Date: **\$11,592,850.19 (25%)**

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**
- **Aerial Permit Agreement: February 25, 2025**
- **End Contract Time: December 28, 2025**

Next Step: **Construction is on-going, as well as acquisition of easements and work under the agreement with HCID #2.**



January 30, 2025 – The dowels placed in the 60” drilled shaft foundations at Bent 149-152.

Pharr-Reynosa International Bridge Expansion



Pharr
Engineering



CONSTRUCTION

Engineer: Halff Associates, Inc.
Contractor: D. Wilson Construction Co.
CM: Brownstone Consultants, LLC
Notice to Proceed: November 04, 2024
Contract Time: 425 standard workweek days (22 mo.)

Time to Date: 81 (19%)

End Contract Time: July 17, 2026

Contract Amount: \$45,253,972.12

Change Orders: \$0.00

Current Contract: \$45,253,972.12

Placed to Date: \$804,468.24 (1.78%)

Description: Construction of approximately 75,000 square feet of inspection facilities for inbound agricultural and non-agricultural commercial vehicles entering the LPOE from Mexico.

Status: Construction is ongoing. Contractor is grading the proposed detention pond area.



Daily Activity Report **02-16-2025** –Site Work. The contractor continued with the excavation activities for the detention pond located on the south side of the project, excess dirt is being hauled offsite.

Dock Expansion Phase I, II & Ag Lab (DAP FY 16)



Pharr
Engineering



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: 162 days (36%)

Contract Amount: \$6,749,668.03

Change Orders: \$0

Current Contract: \$6,749,668.03

Placed to Date: \$797,836.44 (12%)

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

Status: Construction is on-going. West Sioux Road will be opened next week after the contractor fixes the street and cleans up the area.



January 28, 2025 – Manhole on W. Sioux Rd.

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



Pharr
Engineering



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 #: 6.A.

DATE SUBMITTED: February 28, 2025

MEETING DATE: March 3, 2025

FROM: Alessandra Garcia, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR: Imelda Perez

Agenda Item: Approval of Minutes for February 25, 2025 - 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 February 25, 2025 - 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:

Alessandra Garcia
City Management Office

Created/Initiated - 2/28/2025
Final Approval - 2/28/2025

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
TUESDAY, FEBRUARY 25, 2025
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Tuesday, February 25, 2025 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. Itza Flores

BOARD OF COMMISSIONERS ABSENT: Comm. Ricardo Medina

STAFF PRESENT: Jonathan Flores, City Manager
David Friedlein, Assistant City Manager
Hilda Pedraza, Assistant City Manager
Imelda Perez, City Clerk
Maria Rangel, City Engineer
Jamison Merrick, Finance Director
Veronica Ramirez, HR Director
Juan Villescas, Municipal Court Judge
Juan Gonzalez, Chief of Police
Pilar Rodriguez, Fire Chief
Kimberly Mendoza, Dev. Svcs. Director
Luis Marin, Public Works Director
Melanie Cano, O.S.E. Director
Ruben Rosales, Public Utilities Director
Isaac Escobedo, Asst. Parks & Rec. Director
Adolfo Garcia, Library Director
Jose Pena, I.T. Director
Luis Bazan, Bridge Director
Mayra Gomez, Purchasing Dept. Director
Danny Ramirez, EMS Chief
Yuri Gonzalez, Chief Comm. Officer
Kenneth Ennis, P.S. Communications Dir.
Niko Tapangan, Public Health Director
Victor Perez, PEDC Director
Abel Molina, Interim Special Events Director
Elizabeth Diaz, Grants Management Director

CITY ATTORNEY Ricardo Rodriguez, City Attorney

ITEM 1. CALL TO ORDER

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 3:50 p.m. Roll call established a quorum.

Comm. Carrillo moved to excuse absent members. Comm. Chavez seconded the motion and when put to a vote, it carried unanimously.

B) PLEDGE OF ALLEGIANCE/INVOCATION

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

ITEM 2. PROCLAMATIONS

A) PROCLAMATION PROCLAIMING FEBRUARY 2025 AS TEEN DATING VIOLENCE AWARENESS MONTH.

Jonathan Flores, City Manager, introduced the item.

Veronica Perez, Executive Director for Angels of Love, thanked the Commission for the proclamation and for collaborating with their organization. She stated Angels of Love was a non-profit organization that provides services to victims of domestic violence, stalking, sexual assault, and human trafficking. Ms. Perez highlighted the importance of educating young people about healthy relationships and stated they would hold presentations at various P.S.J.A. schools in the upcoming months.

Jumary Campos, Victim Advocate, translated Ms. Perez's comments in Spanish.

Comm. Flores read the proclamation proclaiming February 2025 as Teen Dating Violence Awareness Month and presented the proclamation to Veronica Perez and Jumary Campos.

B) PROCLAMATION PROCLAIMING FEBRUARY 23, 2025 AS SERVE ABOVE SELF DAY AND PAINTING THE MAGIC OF ROTARY DAY.

Jonathan Flores, City Manager, introduced the item.

Jaime "Jerry" Munoz thanked the Commission for the proclamation and stated the Rotary Club was a community-based organization focused on community service and the youth population and had been in Pharr for seventy (70) years. He further stated the organization was very active and mentioned several programs they sponsored throughout the P.S.J.A. area.

Mayor Hernandez, Comm. Carrillo, and Comm. Caballero thanked the Rotary Club of Pharr for all they do for the community.

Comm. Caballero read the proclamation proclaiming February 23, 2025, as Serve Above Self Day and Painting The Magic of Rotary Day and presented the proclamation to Jaime Munoz and Rotary Club of Pharr members present.

C) PROCLAMATION PROCLAIMING FEBRUARY 16-22, 2025 AS NATIONAL ENGINEERS WEEK.

Jonathan Flores, City Manager, introduced the item.

Maria Rangel, City Engineer, introduced her staff. She briefly stated they were responsible for the various capital improvement projects in the city, which enhance infrastructure and quality of life for the residents. She further thanked the Commission for the recognition and proclamation.

Comm. Chavez read the proclamation proclaiming February 16 – 22, 2025 as National Engineers Week and presented proclamation to Maria Rangel and staff.

ITEM 3. PUBLIC TESTIMONY

There were no comments from the public.

ITEM 4. PUBLIC HEARINGS

A) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES

There were no comments from the public.

ITEM 5. CITY MANAGER'S REPORTS

A) SUBMISSION OF SALES TAX COLLECTION REPORT FOR FEBRUARY 2025.

Jonathan Flores, City Manager, introduced the item. He briefly reported the City of Pharr showed a 5.23% year-to-date true growth and stated Jamison Merrick, Finance Director, was in the audience and questions could be entertained at this time.

B) CITY EVENTS OF INTEREST

Jonathan Flores, City Manager, called upon Yuri Gonzalez, Chief Communications Officer, for a report on upcoming city events.

Yuri Gonzalez, Chief Communications Officer, presented video recaps of “Say I Do” wedding ceremonies, Night Under the Stars, EMS Burn Awareness Event, and a promotional video for the upcoming St. Patrick’s Day 5K Run/Walk.

MINUTES: REGULAR CALLED MEETING

February 25, 2025

Yuri Gonzalez, Chief Communications Officer, reported the Stop the Bleed campaign would take place on Tuesday, February 25, 2025, at the Pharr EMS Headquarters from 6:00 p.m. to 8:00 p.m. She invited anyone interested in participating to register and attend one of several offered classes.

Yuri Gonzalez, Chief Communications Officer, reported the Healthier Texas Bike with A Cop event would take place on Wednesday, February 26, 2025, at the Hike & Bike Trail located at 300 W. Hall Acres Rd. starting at 6:00 p.m. She invited everyone to come out with their bikes and enjoy a bike ride with Pharr Police Officers.

Yuri Gonzalez, Chief Communications Officer, reported the Healthier Texas Health Fair and Salsa Lesson event would take place on Tuesday, March 4, 2025, at the Pharr EMS Headquarters from 5:30 p.m. to 7:30 p.m. She stated this was part of the Healthier Texas Challenge and extended an invitation to everyone to take part in this health fair and salsa lesson class.

Lastly, Yuri Gonzalez, Chief Communications Officer, reported on the Badge the Youth Academy at Pharr Police Department. She stated this academy was a ten (10) - week course, and classes would start Wednesday, March 5, 2025, and be held every Wednesday from 6:00 p.m. to 8:00 p.m. She extended the invitation for anyone interested in participating in this academy to register by no later than Monday, March 3, 2025.

ITEM 6. CONSENT AGENDA

- A) APPROVAL OF MINUTES FOR FEBRUARY 3, 2025 - REGULAR CALLED MEETING. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY. (ADMINISTRATION)**
- B) CONSIDERATION AND ACTION, IF ANY, ON RENEWAL OF PHARR ECONOMIC DEVELOPMENT CORPORATION II (PEDC II) LINE OF CREDIT WITH LONE STAR NATIONAL BANK. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY. (PEDC II)**
- C) CONSIDERATION AND ACTION, IF ANY, ON REQUEST FROM HIDALGO COUNTY ELECTIONS DEPARTMENT ON USE OF JOSE "PEPE" SALINAS RECREATION CENTER AND PHARR DEVELOPMENT AND RESEARCH CENTER AS EARLY VOTING AND ELECTION DAY POLLING LOCATIONS FOR THE UPCOMING 2025 ELECTION CYCLE. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY. (ADMINISTRATION)**
- D) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION AUTHORIZING THE PHARR POLICE DEPARTMENT TO SUBMIT A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR- CRIMINAL JUSTICE DIVISION FOR THE CRIME VICTIM AND HUMAN TRAFFICKING LIAISON PROJECT-GRANT**

February 25, 2025

NUMBER 2430514. THIS ITEM SUPPORTS SSC - SAFE AND SECURE COMMUNITY. (POLICE)

- E) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION AUTHORIZING THE PHARR POLICE DEPARTMENT TO SUBMIT AN APPLICATION FOR THE OPERATION STONEGARDEN GRANT PROGRAM (OPSG-2025) TO THE OFFICE OF THE GOVERNOR'S HOMELAND SECURITY DIVISION- GRANT NUMBER 3173110. THIS ITEM SUPPORTS SSC - SAFE AND SECURE COMMUNITY. (POLICE)**
- F) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION AUTHORIZING THE PHARR POLICE DEPARTMENT TO SUBMIT A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR, HOMELAND SECURITY GRANTS DIVISION FOR OPERATION LONE STAR GRANT PROGRAM-GRANT NUMBER 5059902. THIS ITEM SUPPORTS SSC - SAFE AND SECURE COMMUNITY. (POLICE)**
- G) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION AUTHORIZING THE PHARR POLICE DEPARTMENT TO SUBMIT A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR-CRIMINAL JUSTICE DIVISION: PHARR BORDER BULLET RESISTANT SHIELD GRANT PROGRAM-GRANT NUMBER 5147202. THIS ITEM SUPPORTS SSC - SAFE AND SECURE COMMUNITY. (POLICE)**
- H) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION AUTHORIZING THE PHARR POLICE DEPARTMENT TO SUBMIT A APPLICATION TO THE OFFICE OF THE GOVERNOR, HOMELAND SECURITY GRANTS DIVISION FOR FY2025 EMS BORDER SECURITY ENHANCEMENT PROJECT-GRANT NUMBER 4395703. THIS ITEM SUPPORTS SSC - SAFE AND SECURE COMMUNITY. (POLICE)**
- I) CONSIDERATION AND ACTION, IF ANY, ON DEVELOPMENT SERVICES CASES: (ADMINISTRATION)**
 - 1. VILLA DEL MAR RESTAURANT, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING 0.108 ACRES, MORE OR LESS, OUT OF LOT 3, RIVERAINE SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 6502 SOUTH CAGE BOULEVARD, SUITE 1. CUP#231029. THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.**
- J) PLATS:**
 - 1. MELDEN & HUNT INC., REPRESENTING JAIME ROEL GARCIA, DIRECTOR FOR GARCIA-REYNA FAMILY LIMITED PARTNERSHIP, A TEXAS LIMITED PARTNERSHIP, REQUESTED PRELIMINARY PLAT APPROVAL OF THE PROPOSED MASTER PLAT OF ARBOR VISTA ESTATES SUBDIVISION. THE PROPERTY IS LEGALLY DESCRIBED AS**

February 25, 2025

BEING A RESUBDIVISION OF 14.996 ACRES OUT OF LOTS 32 AND 33, L.R. BELL DEVELOPMENT "E" SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED WITHIN THE 700 BLOCK OF NORTH VETERANS BOULEVARD ("I" ROAD). SUB#250104. THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.

Jonathan Flores, City Manager, introduced the consent agenda and recommended approval.

Comm. Chavez **moved** to approve as recommended. Comm. Carrillo seconded the motion and when put to a vote, it carried by majority vote of four (4) ayes and two (2) abstentions. Mayor Hernandez abstained from voting on Item 6.B and Comm. Pacheco abstained from voting on Item 6.J.1.

Resolution No's. R-2025-08, R-2025-09, R-2025-10, R-2025-11 and R-2025-12 are filed with the City Clerk's Office.

At this time, Mayor Hernandez stated they would deviate from the agenda and go into closed session. There was no objection.

ITEM 11. CLOSED SESSION

The time being 4:25 p.m., Mayor Hernandez stated the commission would be entering into closed session in accordance with Chapter 551 of the Texas Govt. Code to discuss agenda items listed in the public portion of the agenda and Pursuant to Sections 551.071, 551.072, 551.074, 551.076, 551.084 and 551.087.

ITEM 12. RECONVENE

The time being 5:18 p.m., Mayor Hernandez stated the commission would be resuming the open meeting.

REGULAR AGENDA - OPEN SESSION

ITEM 7. ORDINANCES AND RESOLUTIONS

- A) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE CANCELING THE GENERAL MUNICIPAL ELECTION FOR MAY 3, 2025 (*CONSIDERACIÓN Y ACCIÓN, EN ORDENANZA PARA CANCELER LA ELECCIÓN MUNICIPAL DEL 3 DE MAYO DE 2025*) THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY. (ADMINISTRATION)**

Jonathan Flores, City Manager, introduced the item.

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

Ordinance No. O-2025-07 is filed with the City Clerk's Office.

B) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE APPROVING THE EXTENSION OF THE BOUNDARIES OF TAX INCREMENT REINVESTMENT ZONE (TIRZ) NO. 2. THIS ITEM SUPPORTS QL - QUALITY OF LIFE. (ADMINISTRATION)

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.

Ordinance No. O-2025-08 is filed with the City Clerk's Office.

C) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION IN SUPPORT OF MEADOW HEIGHTS, LP TO SUBMIT AN APPLICATION TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR 2025 COMPETITIVE 9% HOUSING TAX CREDITS FOR MEADOW HEIGHTS APARTMENTS. THIS ITEM SUPPORTS QL - QUALITY OF LIFE. (ADMINISTRATION)

Jonathan Flores, City Manager, introduced the item.

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

Resolution No. R-2025-13 is filed with the City Clerk's Office.

D) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING ONE (1) ALTERNATE MEMBER TO THE PLANNING AND ZONING COMMISSION. THIS ITEM SUPPORTS EV - ECONOMIC VITALITY. (DEVELOPMENT SERVICES)

Jonathan Flores, City Manager, introduced the item recommended the appointment of Roberto Carrillo Jr. as an alternate board member to the Planning & Zoning Commission.

Comm. Chavez **moved** to appoint Roberto Carrillo Jr. as an alternate board member to the Planning & Zoning Commission. Mayor Hernandez seconded the motion and when put to a vote, it carried by majority vote of five (5) ayes and one (1) abstention. Comm. Carrillo abstained from voting

Resolution No. R-2025-14 is filed with the City Clerk's Office.

ITEM 8. ADMINISTRATIVE

February 25, 2025

- A) CONSIDERATION AND ACTION, IF ANY, ON ADOPTION OF THE WATER AND WASTEWATER RATE STUDY COMPLETED FOR THE CITY OF PHARR BY CAPEX CONSULTING GROUP. THIS ITEM SUPPORTS IF - INFRASTRUCTURE. (FINANCE)**

Jonathan Flores, City Manager, introduced the item.

Comm. Carrillo moved to approve as discussed in executive session. Comm. Chavez seconded the motion and when put to a vote, it carried unanimously.

- B) CONSIDERATION AND ACTION, IF ANY, ON THE PROPOSED TOLL FEE INCREASE FOR SALVAGE VEHICLES AT THE PHARR INTERNATIONAL BRIDGE. THIS ITEM SUPPORTS EV - ECONOMIC VITALITY. (BRIDGE)**

Jonathan Flores, City Manager, introduced the item.

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

ITEM 9. PURCHASING

- A) CONSIDERATION AND ACTION, IF ANY, RATIFYING THE EMERGENCY PURCHASE OF REPLACEMENT EQUIPMENT AND INSTALLATION FOR THE WASTE WATER TREATMENT PLANT FROM LEWIS ELECTRIC MOTORS FROM HARLINGEN, TEXAS IN THE AMOUNT OF \$147,353.72. (BUYBOARD COOPERATIVE PURCHASING PROGRAM #672-22) THIS ITEM SUPPORTS QL - QUALITY OF LIFE. (PURCHASING)**

Jonathan Flores, City Manager, introduced the item.

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

ITEM 10. CONTRACTS/AGREEMENTS

- A) CONSIDERATION AND ACTION, IF ANY, ON ACCEPTANCE OF THE PSJA TRI-CITY PEDESTRIAN SAFETY IMPROVEMENTS PHASE I AS COMPLETE. THIS ITEM SUPPORTS IF - INFRASTRUCTURE. (ENGINEERING)**

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.

February 25, 2025

- B) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ENTER INTO A SERVICE AGREEMENT WITH LIFE SCAN WELLNESS CENTER FROM TAMPA, FL TO PROVIDE ANNUAL MEDICAL PHYSICALS FOR THE FIRE DEPARTMENT. THIS ITEM SUPPORTS SSC - SAFE AND SECURE COMMUNITY. (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.

- C) CONSIDERATION AND ACTION, IF ANY, ON DEDUCT CHANGE ORDER NUMBER 1 AND THE ADDITION OF 30 CALENDAR DAYS TO THE PHARR-REYNOSA INTERNATIONAL BRIDGE EXPANSION. THIS ITEM SUPPORTS IF - INFRASTRUCTURE. (ENGINEERING)**

Jonathan Flores, City Manager, introduced the item.

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

- D) CONSIDERATION AND ACTION, IF ANY, ON AMENDMENT NUMBER 2 TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH GDJ ENGINEERING, LLC, FOR THE VETERANS ROAD / HIKE AND BIKE EXPANSION PROJECT. THIS ITEM SUPPORTS IF - INFRASTRUCTURE. (ENGINEERING)**

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.

- E) CONSIDERATION AND ACTION, IF ANY, ON AGREEMENT WITH THE HIDALGO COUNTY IRRIGATION DISTRICT NUMBER 2 FOR AN AERIAL PERMIT FOR THE PHARR-REYNOSA INTERNATIONAL BRIDGES. THIS ITEM SUPPORTS IF - INFRASTRUCTURE. (ENGINEERING)**

Jonathan Flores, City Manager, introduced the item.

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

ITEM 13. ADJOURNMENT

MINUTES: REGULAR CALLED MEETING

February 25, 2025

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 5:22 p.m.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

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

ON THIS THE 25th DAY OF FEBRUARY 2025 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: February 26, 2025

MEETING DATE: March 3, 2025

FROM: Maritza Magallan, Contract
Compliance Officer

DEPARTMENT: Purchasing

DIRECTOR: Mayra Gomez

Agenda Item: Consideration and action, if any, authorizing City Manager to advertise to Request for Proposals for Weedy Lot Abatement and Maintenance Services. **This item supports QL - Quality of Life.**

Classification: Regular

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

Issue: The City of Pharr Building and Code Department are needing to advertise to Request for Proposals for Weedy Lot Abatement and Maintenance Services. The City is currently not on contract for these services and would like to enter into a Service Contract.

(Project No. 2425-01-531-S15-263)

Fiscal Consideration: N/A

Staff Recommendation: staff recommends approval to advertise

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maritza Magallan

Mayra Gomez

Roland Gomez

Hilda Pedraza

Jamison Merrick

City Management Office

Created/Initiated - 2/26/2025

Approved - 2/26/2025

Approved - 2/27/2025

Approved - 2/28/2025

Approved - 2/28/2025

Final Approval - 2/28/2025



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.C.

DATE SUBMITTED: February 27, 2025

MEETING DATE: March 3, 2025

FROM: Alessandra Garcia, Assistant 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:

Alessandra Garcia

Created/Initiated - 2/27/2025



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.C.1.

DATE SUBMITTED: February 26, 2025

MEETING DATE: March 3, 2025

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: 7-Eleven Inc. DBA 7-Eleven Convenience Store's and Stripes Stores, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on premise consumption. The property is legally described as Lot 1, Circle K #9142 Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 7401 South Jackson Road. CUP#231107 **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: 7-Eleven Inc. DBA 7-Eleven Convenience Store's and Stripes Stores, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on premise consumption in a General Business District (C). This request constitutes the 1st renewal for 7-Eleven Convenience Store's and Stripes Stores.

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends approval of the renewal request for the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to site and applicant being in compliance with all City Ordinances and City Department requirements.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 2/26/2025
Approved - 2/27/2025
Final Approval - 2/27/2025



MEMORANDUM

DATE: MONDAY, MARCH 03, 2025

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN FLORES, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC – FILE NO. CUP#231107 (7-Eleven Inc. DBA 7-Eleven Convenience Store's and Stripes Stores)

GENERAL INFORMATION:

APPLICANT: 7-Eleven Inc. DBA 7-Eleven Convenience Store's and Stripes Stores, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as Lot 1, Circle K #9142 Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 7401 South Jackson Road.

ZONING: The property is currently zoned General Business District (C). The adjacent zoning is General Business District (C) to the north, south, and east. The city limits lie to the west. The area is generally designated for commercial in the Land Use Plan.

COMMENTS: **POLICE CHIEF:** Recommends approval of the Conditional Use Permit.

FIRE DEPARTMENT: Recommends approval of the Conditional Use Permit.

CODE COMPLIANCE: Recommends approval of the Conditional Use Permit.

HEALTH: Recommends approval of the Conditional Use Permit.

DEVELOPMENT SERVICES: Recommends approval of the Conditional Use Permit.

DEVELOPMENT SERVICES RECOMMENDATIONS: Development Services recommends **approval** of the renewal request for the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to site and applicant being in compliance with all City Ordinances and City Department requirements.



Pharr



MAYOR Ambrosio Hernandez, MD

COMMISSIONERS Michael Pacheco | Roberto "Bobby" Carrillo | Ramiro Caballero, MD | Daniel Chavez | Ricardo Medina | Itza Flores

Executive Summary Letter

March 03, 2025

Conditional Use Permit **Renewal** for ABC – 7-Eleven Convenience Store's and Stripes Stores

Background:

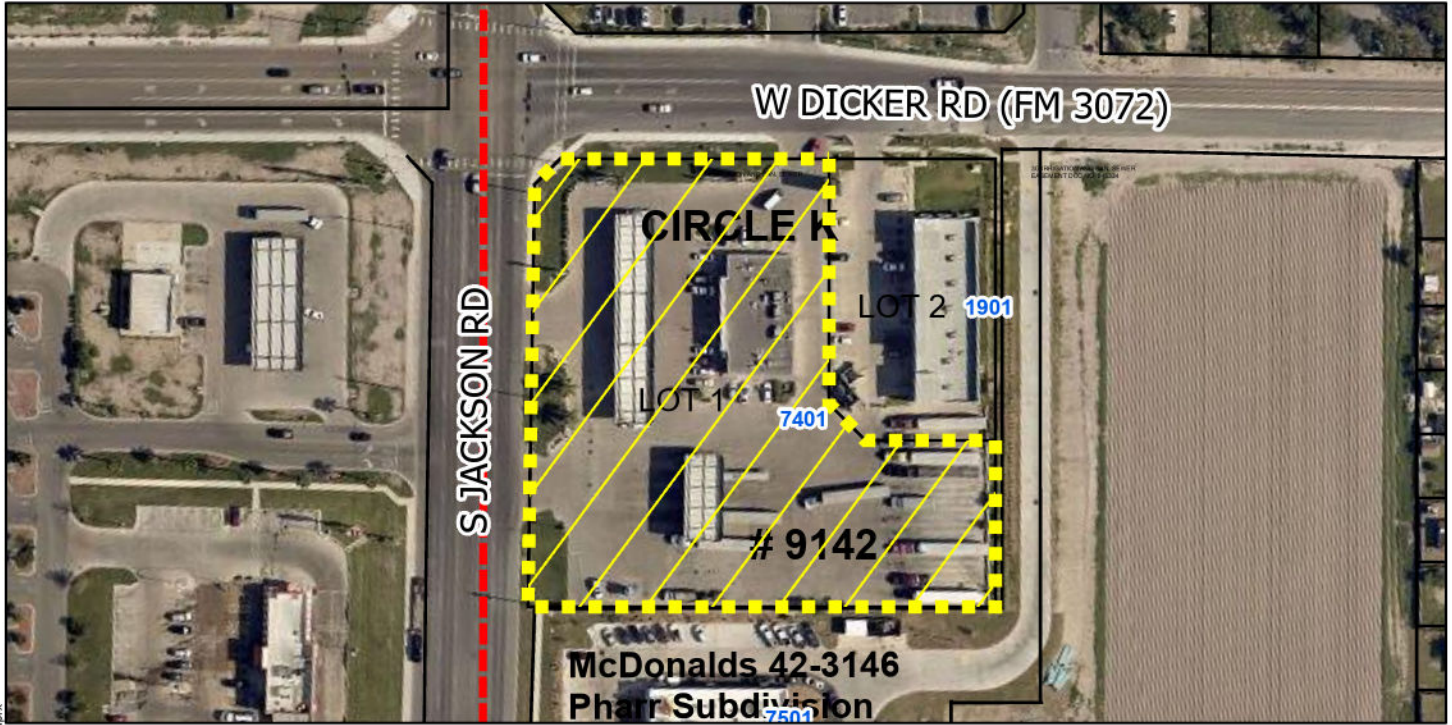
7-Eleven Inc. DBA 7-Eleven Convenience Store's and Stripes Stores, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 1st renewal for 7-Eleven Convenience Store's and Stripes Stores.

The property is located at 7401 South Jackson Road. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

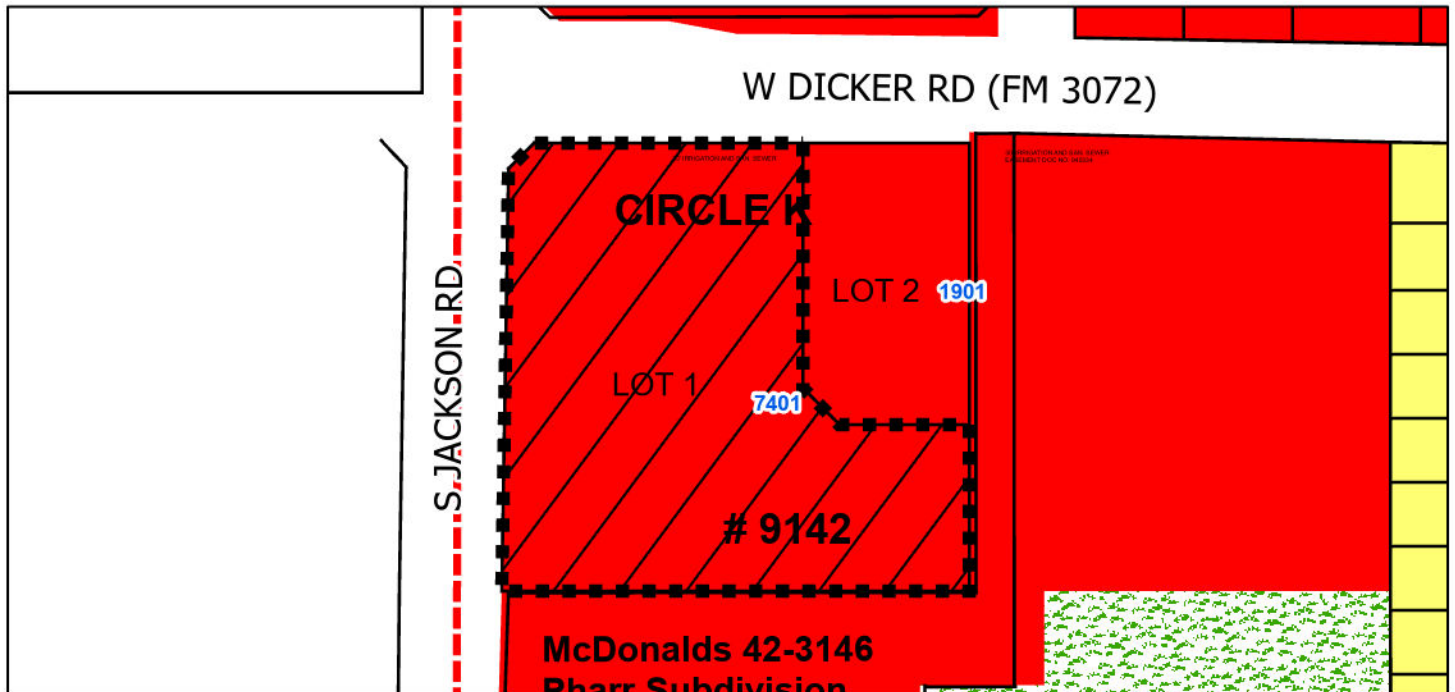
Recommendations:

Staff recommends **approval** of the renewal request for the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption subject to the site and applicant being in compliance with all City Ordinances and City Department requirements.

CUP Renewal
7401 S Jackson Rd
Circle K
7-Eleven
Timothy Stern



G:\City of Pharr\GIS\Projects\1-Planning\PRO CUP Renewal\CUP_Renewal_7401 S Jackson 7-Eleven00_Renewal Base.aprx



- | | | | |
|--------------------------|---------------------------------------|--------------------|--------------------------|
| Subject Property | Residential Multi-Family High Density | General Business | Neighborhood Commercial |
| Pharr City Limit | Mobile Home | Business District | Office Professional |
| Agricultural Open Space | Townhouse | Drainage Easement | PSJA ISD |
| Single Family | HUD Code | Heavy Commercial | Hidalgo ISD |
| Single Family Small Lot | Rail Road R.O.W | Heavy Industrial | Valley View ISD |
| Residential Multi-Family | Government Owned | Limited Industrial | Planned Unit Development |

City of Pharr, Texas
Engineering Department
956.702.5355

Scale: 1:1,800

0 75 150 300 450 600 Feet



Date: 2/4/2025



Pharr
Development Services



Site Photo

7401 South Jackson Road





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.C.2.

DATE SUBMITTED: February 26, 2025

MEETING DATE: March 3, 2025

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: R.G.V. & Associates/Laura L. Garza, d/b/a George's Dance Hall, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as being Lots 197, 198, and 199, Valle de la Primavera Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 6801 South Jackson Road. CUP#120529 **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: R.G.V. & Associates/Laura L. Garza, d/b/a George's Dance Hall, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). This request constitutes the 11th renewal for George's Dance Hall.

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends approval of the renewal request for the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to site and applicant being in compliance with all City Ordinances and City Departments requirements.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 2/26/2025
Approved - 2/27/2025
Final Approval - 2/27/2025

MEMORANDUM

DATE: MONDAY, MARCH 03, 2025

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN FLORES, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT & LATE HOURS PERMIT RENEWAL FOR ABC - FILE NO. CUP#120529 (GEORGE'S DANCE HALL)

GENERAL INFORMATION:

APPLICANT: R.G.V. & Associates/Laura L. Garza, d/b/a George's Dance Hall, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being Lots 197, 198, and 199, Valle de la Primavera Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 6801 South Jackson Road.

ZONING: The property is currently zoned General Business District (C). The adjacent zoning is General Business District (C) to the north and south, Single-Family Residential District (R-1) to the east and Pharr City Limit lies to the west. The area is generally designated for commercial use in the Land Use Plan.

COMMENTS: **POLICE CHIEF:** Recommends approval of the Conditional Use Permit.

FIRE DEPARTMENT: Recommends approval of the Conditional Use Permit.

CODE COMPLIANCE: Recommends approval of the Conditional Use Permit.

HEALTH: Recommends approval of the Conditional Use Permit.

DEVELOPMENT SERVICES: Recommends approval of the Conditional Use Permit.

DEVELOPMENT SERVICES RECOMMENDATIONS: Development Services recommends **approval** of the renewal request for the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to site and applicant being in compliance with all City Ordinances and City Departments requirements.



Pharr



MAYOR Ambrosio Hernandez, MD

COMMISSIONERS Michael Pacheco | Roberto "Bobby" Carrillo | Ramiro Caballero, MD | Daniel Chavez | Ricardo Medina | Itza Flores

Executive Summary Letter

March 03, 2025

Conditional Use Permit **Renewal** for ABC – George's Dance Hall

Background:

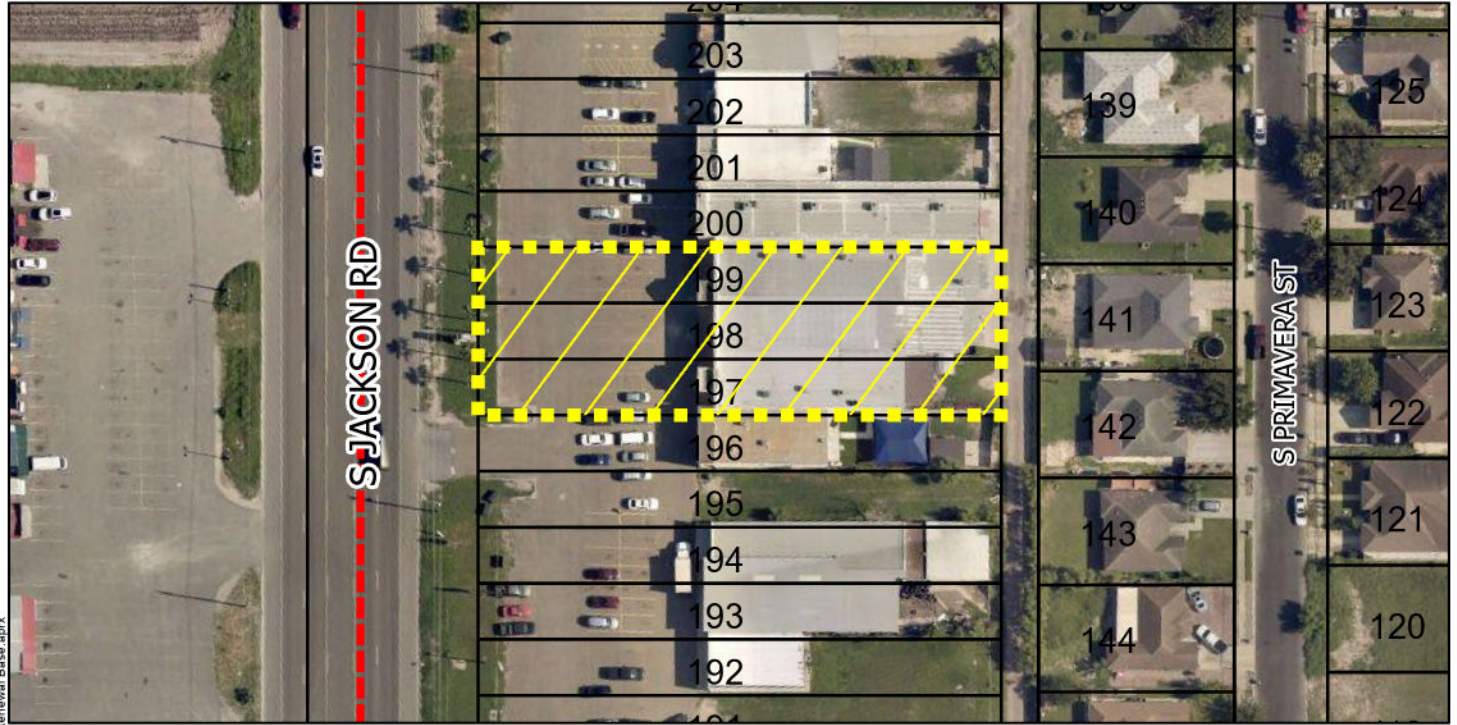
R.G.V. & Associates/Laura L. Garza, d/b/a George's Dance Hall, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 11th renewal for George's Dance Hall.

The property is located at 6801 South Jackson Road. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

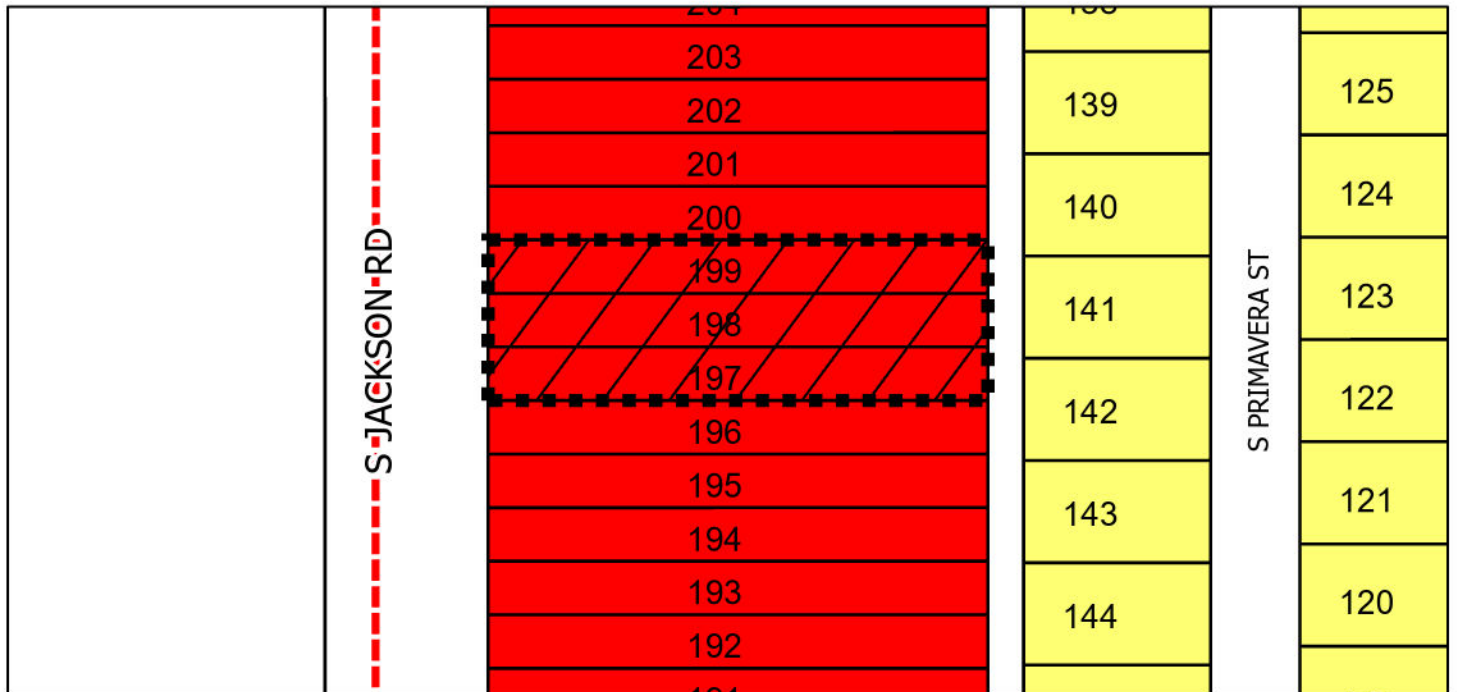
Recommendations:

Staff recommends **approval** of the renewal request for the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption subject to the site and applicant being in compliance with all City Ordinances and City Department requirements.

CUP Renewal
 6801 S JACKSON RD
 R.G.V. & Associates/Laura L.Garza d/b/a
 George's Dance Hall
 Laura Garza



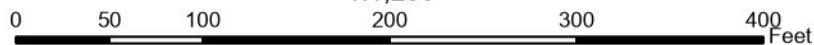
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- | | | | |
|--------------------------|---------------------------------------|--------------------|--------------------------|
| Subject Property | Residential Multi-Family High Density | General Business | Neighborhood Commercial |
| Pharr City Limit | Mobile Home | Business District | Office Professional |
| Agricultural Open Space | Townhouse | Drainage Easement | PSJA ISD |
| Single Family | HUD Code | Heavy Commercial | Hidalgo ISD |
| Single Family Small Lot | Rail Road R.O.W | Heavy Industrial | Valley View ISD |
| Residential Multi-Family | Government Owned | Limited Industrial | Planned Unit Development |

City of Pharr, Texas
 Engineering Department
 956.702.5355

Scale: 1:1,233



Date: 2/4/2025



Pharr
Development Services



Site Photo

6801 South Jackson Road





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.C.3.

DATE SUBMITTED: February 26, 2025

MEETING DATE: March 3, 2025

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: I Cavazos Management, LLC., d/b/a Tropical Island #2, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on premise consumption. The property is legally described as being Lot 2B, of the Re-Subdivision of Lots 2 & 3, Jackson Ridge Court Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1801 West Ridge Road. CUP#220951
This item supports EV - Economic Vitality.

Classification: Regular

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

Issue: I Cavazos Management, LLC., d/b/a Tropical Island #2, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on premise consumption in a General Business District (C). This request constitutes the 3rd renewal for Tropical Island #2.

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends approval of the renewal request for the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to site and applicant being in compliance with all City Ordinances and City Department requirements.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 2/26/2025
Approved - 2/28/2025
Final Approval - 2/28/2025



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, MARCH 03, 2025

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN FLORES, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC – FILE NO. CUP#220951 (TROPICAL ISLAND #2)
--

GENERAL INFORMATION:

APPLICANT: I Cavazos Management, LLC., d/b/a Tropical Island #2, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being Lot 2B, of the Re-Subdivision of Lots 2 & 3, Jackson Ridge Court Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 1801 West Ridge Road.

ZONING: The property and properties to the north and west are currently zoned General Business District (C). The surrounding area to the east and south is zoned Agricultural and/or Open Space District (A-O). This area is generally designated for commercial use in the Land Use Plan.

COMMENTS: **POLICE CHIEF:** Recommends approval of the Conditional Use Permit.

FIRE DEPARTMENT: Recommends approval of the Conditional Use Permit.

**CODE
COMPLIANCE:** Recommends approval of
the Conditional Use Permit.

HEALTH: Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT
SERVICES:** Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT SERVICES
RECOMMENDATIONS:** Development Services recommends **approval** of the
renewal request for the Conditional Use Permit to allow the
sale of alcoholic beverages for on-premise consumption in
a General Business District (C) subject to site and applicant
being in compliance with all City Ordinances and City
Department requirements.



Pharr



MAYOR Ambrosio Hernandez, MD

COMMISSIONERS Michael Pacheco | Roberto "Bobby" Carrillo | Ramiro Caballero, MD | Daniel Chavez | Ricardo Medina | Itza Flores

Executive Summary Letter

March 03, 2025

Conditional Use Permit **Renewal** for ABC –

Tropical Island #2

Background:

I Cavazos Management, LLC., d/b/a Tropical Island #2, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 3rd renewal for Tropical Island #2.

The property is located at 1801 West Ridge Road. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

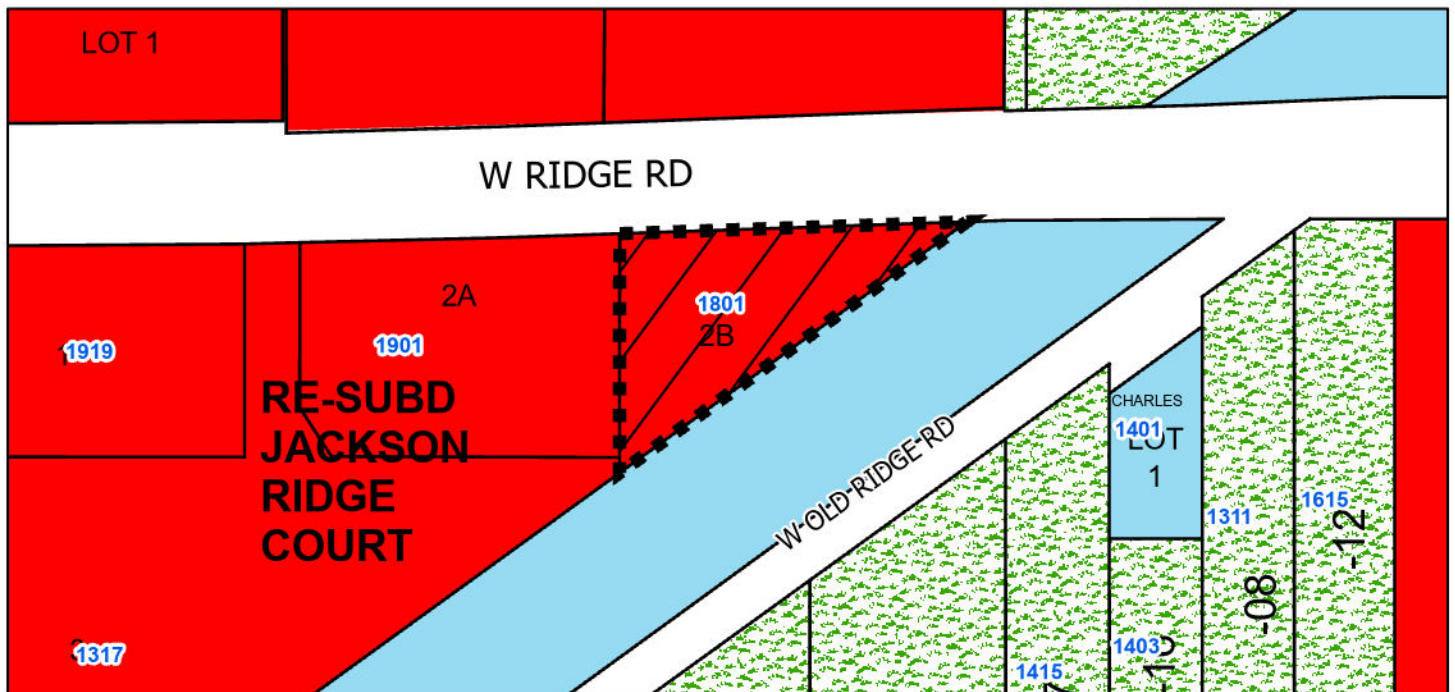
Recommendations:

Staff recommends **approval** of the renewal request for the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption subject to the site and applicant being in compliance with all City Ordinances and City Department requirements.

CUP Renewal
1801 W Ridge Rd
Tropical Snacks, LLC
Ivan Cavazos



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- | | | | |
|--------------------------|---------------------------------------|--------------------|--------------------------|
| Subject Property | Residential Multi-Family High Density | General Business | Neighborhood Commercial |
| Pharr City Limit | Mobile Home | Business District | Office Professional |
| Agricultural Open Space | Townhouse | Drainage Easement | PSJA ISD |
| Single Family | HUD Code | Heavy Commercial | Hidalgo ISD |
| Single Family Small Lot | Rail Road R.O.W | Heavy Industrial | Valley View ISD |
| Residential Multi-Family | Government Owned | Limited Industrial | Planned Unit Development |

City of Pharr, Texas
Engineering Department
956.702.5355

Scale: 1:2,000

0 80 160 320 480 640 Feet



Date: 2/4/2025



Pharr
Development Services



Site Photo

1801 West Ridge Road





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.C.4.

DATE SUBMITTED: February 26, 2025

MEETING DATE: March 3, 2025

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Tropical Snacks LLC., d/b/a Tropical Island, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on premise consumption. The property is legally described as being Lot B1, of the map of Lots B1, B2, B3 and B4 Northpoint Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1911 North Veterans Boulevard. CUP#220949 **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: Tropical Snacks LLC., d/b/a Tropical Island, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on premise consumption in a Heavy Commercial District (H-C). This request constitutes the 2nd renewal for Tropical Island.

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends approval of the renewal request for the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Heavy Commercial District (H-C) subject to site and applicant being in compliance with all City Ordinances and City Department requirements.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 2/26/2025
Approved - 2/27/2025
Final Approval - 2/27/2025



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, MARCH 03, 2025

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN FLORES, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC – FILE NO. CUP#220949 (TROPICAL ISLAND)

GENERAL INFORMATION:

APPLICANT: Tropical Snacks LLC., d/b/a Tropical Island, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on premise consumption in a Heavy Commercial District (H-C).

LEGAL DESCRIPTION: The property is legally described as being Lot B1, of the map of Lots B1, B2, B3 and B4 Northpoint Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 1911 North Veterans Boulevard.

ZONING: The property is currently zoned Heavy Commercial District (H-C). The surrounding area is zoned General Business District (C) to the north and south, Residential Multi-Family District (R-MF) to the west, and City Limits lie to the east. This area is generally designated for Heavy Commercial use in the Land Use Plan.

COMMENTS: **POLICE CHIEF:** Recommends approval of the Conditional Use Permit.

**FIRE
DEPARTMENT:** Recommends approval of
the Conditional Use Permit

**CODE
COMPLIANCE:** Recommends approval of
the Conditional Use Permit.

HEALTH: Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT
SERVICES:** Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT SERVICES
RECOMMENDATIONS:** Development Services recommends **approval** of the
renewal request for the Conditional Use Permit to allow the
sale of alcoholic beverages for on-premise consumption in
a Heavy Commercial District (H-C) subject to site and
applicant being in compliance with all City Ordinances and
City Department requirements.



Pharr



MAYOR Ambrosio Hernandez, MD

COMMISSIONERS Michael Pacheco | Roberto "Bobby" Carrillo | Ramiro Caballero, MD | Daniel Chavez | Ricardo Medina | Itza Flores

Executive Summary Letter

March 03, 2025

Conditional Use Permit **Renewal** for ABC –

Tropical Island

Background:

Tropical Snacks, LLC., d/b/a Tropical Island, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 2nd renewal for Tropical Island.

The property is located at 1911 North Veterans Boulevard. It is zoned Heavy Commercial District (H-C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

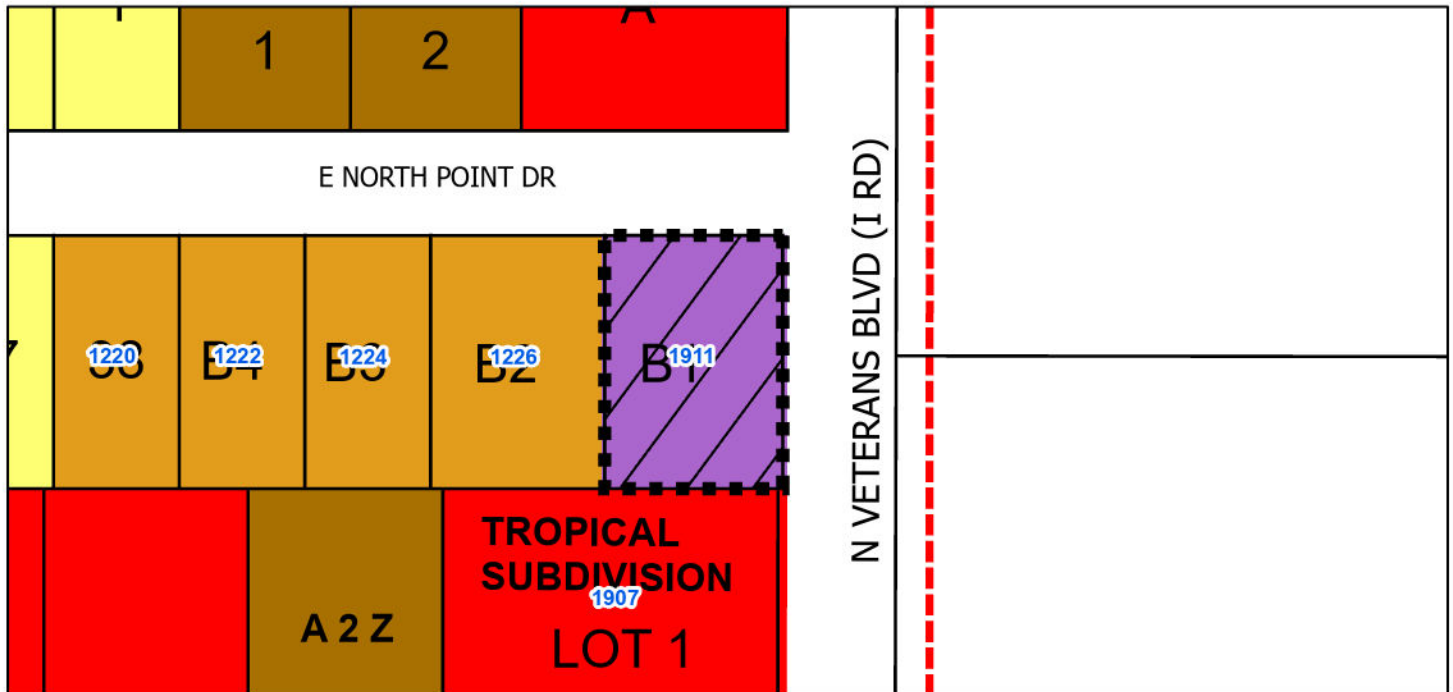
Recommendations:

Staff recommends **approval** of the renewal request for the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption subject to the site and applicant being in compliance with all City Ordinances and City Department requirements.

CUP Renewal
1911 N Veterans Blvd
Tropical Snacks, LLC
Nydia Cavazos



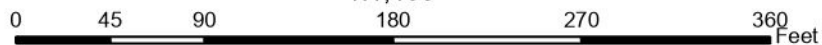
G:\City of Pharr\GIS\Projects\1-Planning\PRO CUP Renewal\CUP_Renewal_1911 N Veterans Blvd Tropical Snacks\00_Renewal Base.aprx



- | | | | |
|--------------------------|---------------------------------------|--------------------|--------------------------|
| Subject Property | Residential Multi-Family High Density | General Business | Neighborhood Commercial |
| Pharr City Limit | Mobile Home | Business District | Office Professional |
| Agricultural Open Space | Townhouse | Drainage Easement | PSJA ISD |
| Single Family | HUD Code | Heavy Commercial | Hidalgo ISD |
| Single Family Small Lot | Rail Road R.O.W | Heavy Industrial | Valley View ISD |
| Residential Multi-Family | Government Owned | Limited Industrial | Planned Unit Development |

City of Pharr, Texas
Engineering Department
956.702.5355

Scale: 1:1,100



Date: 2/4/2025



Pharr
Development Services



Site Photo

1911 North Veterans Boulevard





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.D.

DATE SUBMITTED: February 27, 2025

MEETING DATE: March 3, 2025

FROM: Alessandra Garcia, Assistant 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:

Alessandra Garcia

Created/Initiated - 2/27/2025



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.D.1.

DATE SUBMITTED: February 25, 2025

MEETING DATE: March 3, 2025

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Garza-Garza Consulting Engineers, representing Armando Guerrero Chapa, President of Black Diamond Services, LLC., is requesting final plat approval of the proposed Black Diamond Subdivision. The property is legally described as being a 3.91 acre tract of land out of Lot 237, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 2800 Block of South Cage Boulevard. SUB#231131 **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: Garza-Garza Consulting Engineers, representing Armando Guerrero Chapa, President of Black Diamond Services, LLC., is requesting final plat approval of the proposed Black Diamond Subdivision.

Fiscal Consideration: N/A

Staff Recommendation:

Development Services recommends final plat approval of the proposed Black Diamond 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 Black Diamond Subdivision at their meeting on February 24, 2025. There were seven 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 - 2/25/2025
Approved - 2/28/2025
Final Approval - 2/28/2025



MEMORANDUM

DATE: MONDAY, MARCH 03, 2025

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN B. FLORES, CITY MANAGER

SUBJECT: BLACK DIAMOND SUBDIVISION
FILE NO. **SUB#231131**

GENERAL INFORMATION:

APPLICANT: Garza-Garza Consulting Engineers, representing Armando Guerrero Chapa, President of Black Diamond Services, LLC., is requesting final plat approval of the proposed Black Diamond Subdivision.

LEGAL DESCRIPTION: The property is legally described as being a 3.91 acre tract of land out of Lot 237, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 2800 Block of South Cage Blvd.

ZONING: The property is currently zoned Planned Unit Development District (PUD). The adjacent zones are Planned Unit Development District (PUD) to the north, south and east, Agricultural and/or Open Space District (A-O), General Business District (C), Residential Townhouse District (R-TH) and Residential Multi-Family District (R-MF) to the west. The property is designated for commercial use in the Land Use Plan.

PROPERTY PROPOSED USE: Retail.

VARIANCES: None requested.

RECOMMENDATIONS: Development Services recommends final plat approval of the proposed Black Diamond 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 approve final plat of the proposed Black Diamond Subdivision at their meeting on February 24, 2025.

STATE OF TEXAS – COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I (WE), **ARMANDO GUERRERO CHAPA, AS PRESIDENT OF BLACK DIAMOND SERVICES, LLC**, OWNER(S) OF THE LAND SHOWN ON THIS PLAT AS DESIGNATED HEREIN AS **BLACK DIAMOND SUBDIVISION**, TO THE CITY OF PHARR, TEXAS AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATED TO THE PUBLIC ALL STREETS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE OF CONSIDERATION THEREIN EXPRESSED.

ARMANDO GUERRERO CHAPA, PRESIDENT
BLACK DIAMOND SERVICES, LLC
2300 TAMPIOCO ST.
HIDALGO, TX 78557

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED **ARMANDO GUERRERO CHAPA, PRESIDENT OF BLACK DIAMOND SERVICES, LLC**, PROVED TO ME THROUGH HIS/HERS/THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE(S) TO BE THE PERSON(S) WHOSE NAME(S) ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSED AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC MY COMMISSION EXPIRES _____

STATE OF TEXAS – CITY OF PHARR
PLAT APPROVAL CERTIFICATE

I, THE UNDERSIGNED, MAYOR TO THE CITY OF PHARR, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

CITY MAYOR: AMBROSIO HERNANDEZ DATE _____ ATTEST: CITY SECRETARY DATE _____

I, THE UNDERSIGN CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF PHARR, TEXAS HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISIONS REGULATIONS OF THE CITY WHEREIN MY APPROVAL IS REQUIRED.

PLANNING AND ZONING COMMISSION CHAIRMAN: DANNY WYLIE DATE _____

HIDALGO COUNTY IRRIGATION DISTRICT No. 2 CERTIFICATE

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT No. 2

ON THIS _____ DAY OF _____, 20____

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES AND BUILDINGS), SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT No. 2 RIGHT OF WAY OR EASEMENTS.

PRESIDENT ATTEST: SECRETARY

APPROVED BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT No. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

PAUL E. SESIN, P.E., C.F.M. DATE _____
GENERAL MANAGER

SURVEYOR CERTIFICATE

I, THE UNDERSIGNED, CERTIFY THAT THE ABOVE PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.

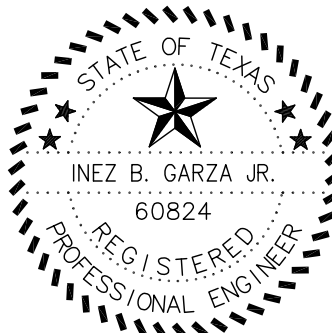
JOSE MARIO GONZALEZ DATE _____
REG. PROFESSIONAL LAND SURVEYOR NO. 5571



ENGINEER CERTIFICATE

I, THE UNDERSIGNED, A REGISTERED ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

INEZ B. GARZA JR., P.E. DATE **04.15.24**
REG. PROFESSIONAL ENGINEER NO. 60824



LEGEND	
●	FOUND 1/2" IRON ROD
○	SET 1/2" IRON ROD
○	FOUND 60-D NAIL
○	SET 60-D NAIL
○	FOUND GPS
○	POWER POLE
○	GUY WIRE
○	TELEPHONE PEDESTAL
○	GAS MARKER
○	ELECTRICAL BOX
○	WATER VALVE
○	WATER METER
○	FIRE HYDRANT
○	SANITARY SEWER MANHOLE
○	STORM DRAIN MANHOLE
○	STORM DRAIN INLET
○	STORM DRAIN GRATED INLET
○	IRRIGATION STAND PIPE
○	IRRIGATION GATE VALVE
○	SIGN
○	FENCE
○	DRAINAGE NATURAL FLOW
ELEVATIONS	
○	NATURAL GROUND
○	EDGE OF PAVEMENT (TOP)
○	TOP OF ASPHALT

ABBREVIATIONS	
H.C.	HANDICAPPED
R.O.W.	RIGHT-OF-WAY
R	RADIUS
L.F.	LINEAR FEET
S.F.	SQUARE FEET
C.F.	CUBIC FEET
FF	FINISH FLOOR
FL	FLOW LINE
U.E.	UTILITY EASEMENT
UGC	UNDERGROUND CABLE
TOC	TOP OF CURB
TOW	TOP OF WALK
TOA	TOP OF ASPHALT
GU	GUTTER
RSD	ROAD SIDE DITCH
IRF	IRON ROD FOUND

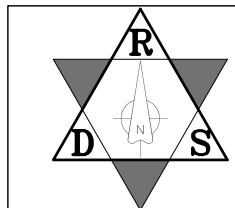
H.C.A.D.INFO
PROPERTY ID: 450824
LEGAL DESCRIPTION:
KELLY PHARR TRACT
E361.68-1165-5495 EXC
N42.5-E333 LOT 236 1.05AC
GR 0.91AC NET

McCANN STORAGE SUBDIVISION
INS. # 216865
HIDALGO COUNTY MAP RECORDS

H.C.A.D.INFO
PROPERTY ID: 450826
LEGAL DESCRIPTION:
KELLY PHARR TRACT S165'
LOT 236 5.00AC GR 4.81AC
NET

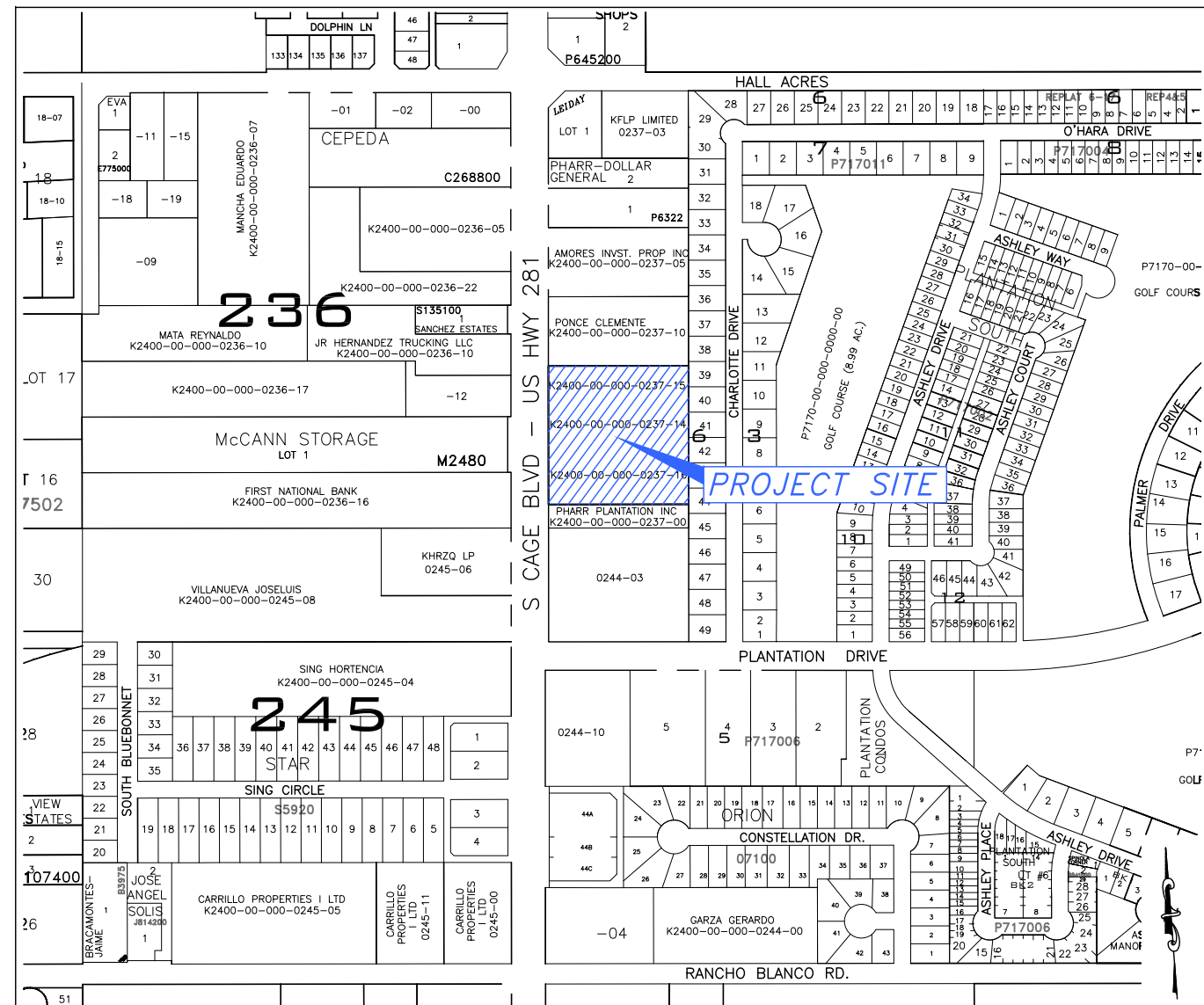
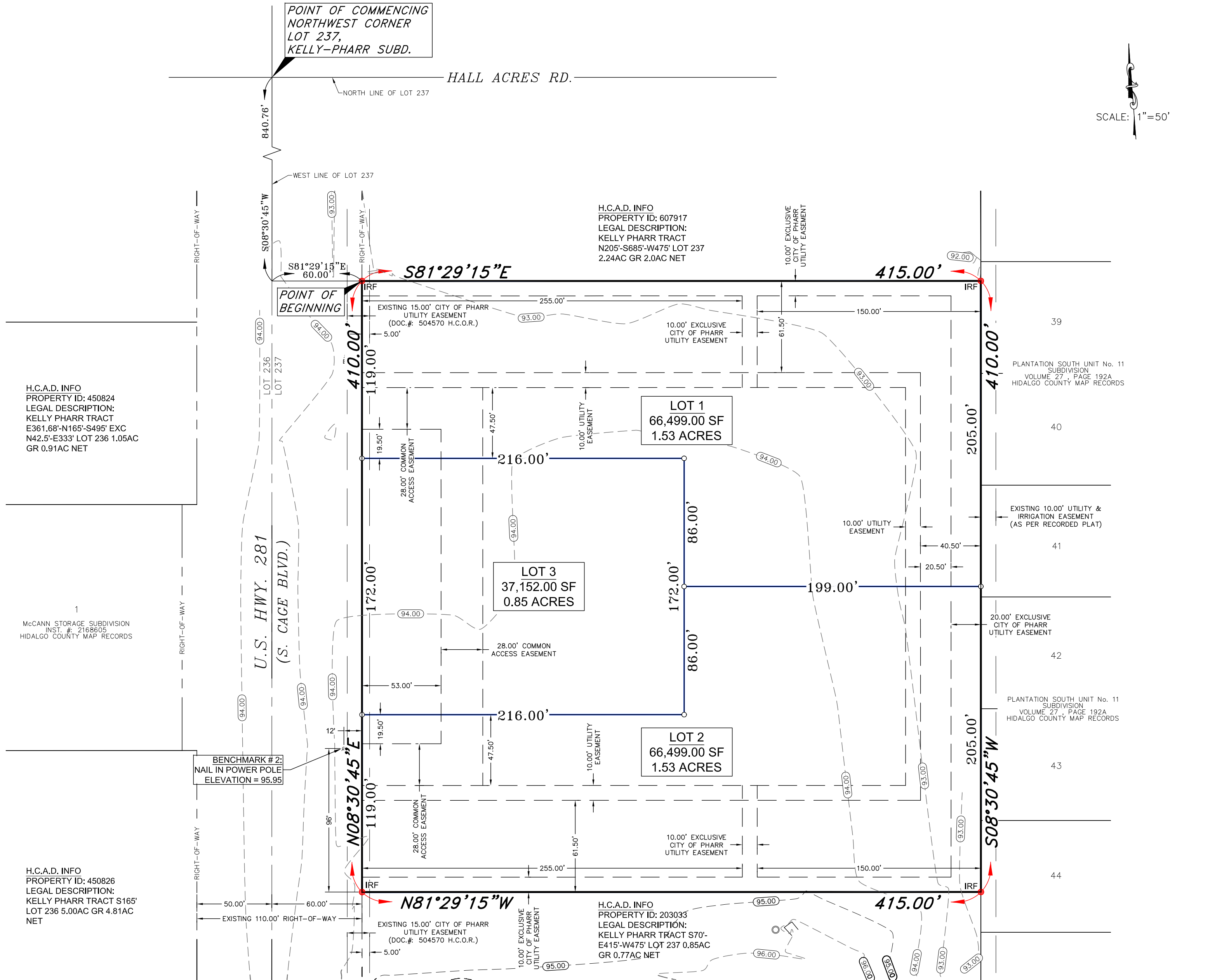
METES AND BOUNDS DESCRIPTION	
A 3.91 ACRE TRACT OF LAND OUT OF LOT 237, KELLY-PHARR SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 3, PAGES 133-134, DEED RECORDS OF HIDALGO COUNTY, TEXAS, SAID 3.91 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 237, THENCE, SOUTH 08°30'45" WEST, WITH THE WEST LINE OF SAID LOT 237, A DISTANCE OF 840.76 FEET, THENCE SOUTH 81°29'15" EAST, A DISTANCE OF 60.00 FEET TO A HALF (1/2) INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND AND POINT OF BEGINNING; THENCE, SOUTH 81°29'15" EAST, A DISTANCE OF 415.00 FEET TO A HALF (1/2) INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND; THENCE, SOUTH 08°30'45" WEST, A DISTANCE OF 410.00 FEET, PARALLEL TO THE WEST LOT LINE OF LOT 237, TO A HALF (1/2) INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND; THENCE, NORTH 81°29'15" WEST, A DISTANCE OF 415.00 FEET TO A HALF (1/2) INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND; THENCE, NORTH 08°30'45" EAST, A DISTANCE OF 410.00 FEET, TO THE POINT OF BEGINNING, CONTAINING 3.91 ACRES OF LAND MORE OR LESS.	

PRINCIPAL CONTACTS:			
NAME	ADDRESS	PHONE(S)	FAX(ES)
OWNER: ARMANDO GUERRERO CHAPA	2300 TAMPIOCO ST. - HIDALGO, TX 78557	(956) 408-1381	
ENGINEER: INEZ B. GARZA JR. P.E.	3011 SAN FELIPE ST. - SAN JUAN, TX 78589	(956) 451-4729 (956) 905-2360	(956) 380-5156
SURVEYOR: JOSE MARIO GONZALEZ R.P.L.S.	24593 FM 88 - MONTE ALTO, TX 78538	(956) 380-5154	(956) 380-5156



RIO DELTA SURVEYING

24593 FM 88, MONTE ALTO, TX 78538
(TEL) 956-380-5154 (FAX) 956-380-5156
EMAIL: MARIO@RIODeltasurveying.com
T.B.P.L.S. FIRM # 10013900



AREA MAP – SCALE: 1"=500'

SUBDIVISION PLAT OF

BLACK DIAMOND

A 3.91 ACRE TRACT OF LAND OUT OF LOT 237, KELLY-PHARR SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 3, PAGES 133-134, DEED RECORDS OF HIDALGO COUNTY, TEXAS.

DATE OF PREPARATION: APRIL 15, 2024

GARZA-GARZA CONSULTING ENGINEERS

FIRM REGISTRATION No. F-004983
3011 SAN FELIPE ST. - SAN JUAN, TX 78589
(956) 451-4729 OR (956) 905-2360

CITY OF PHARR – HIDALGO COUNTY

PAGE: 1 OF 1

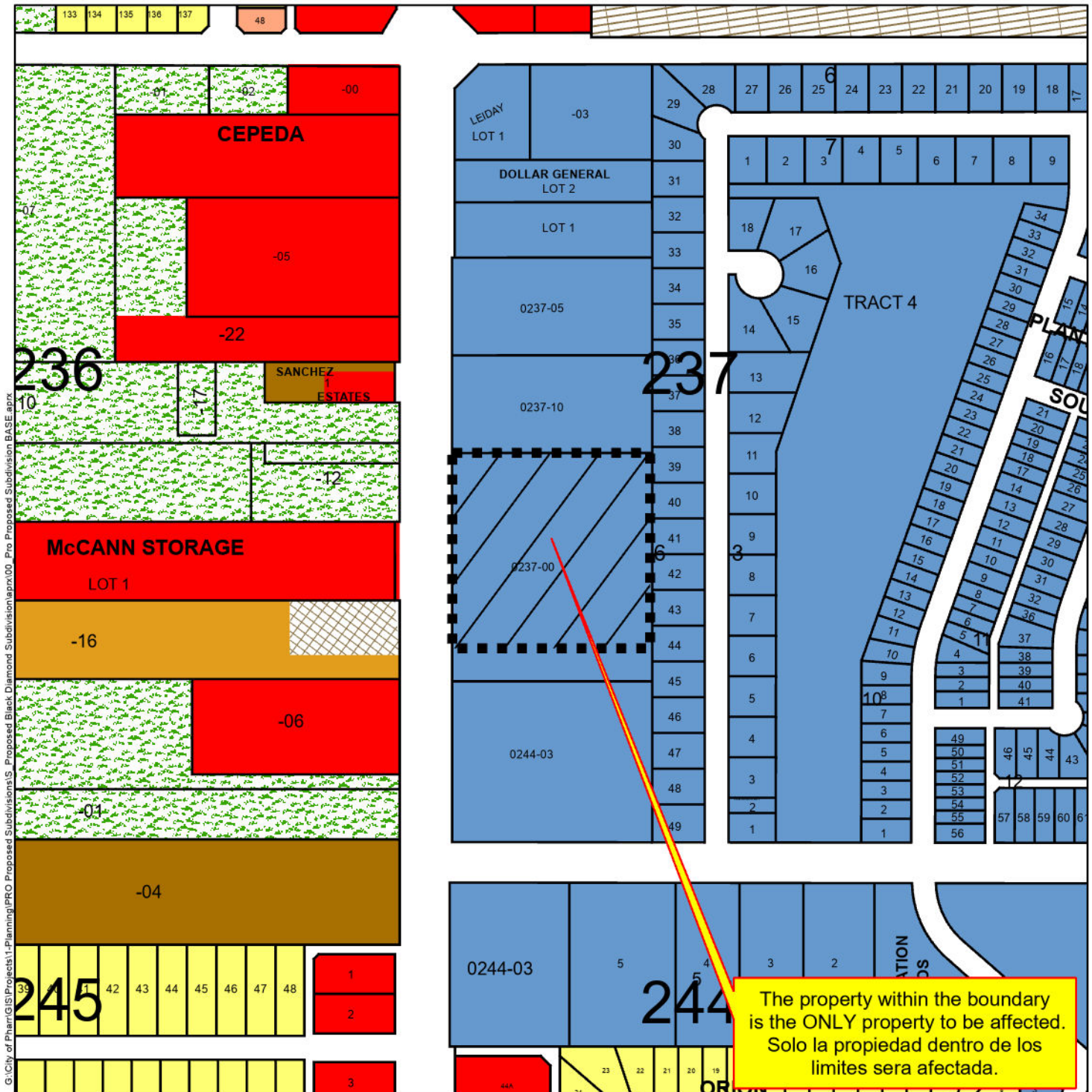
FUTURE LAND USE



- | | | | | |
|--|---|--|---|--|
| <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 | <p>Future Land Use</p> <p>FUTURELAND</p> <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 |
|--|---|--|---|--|

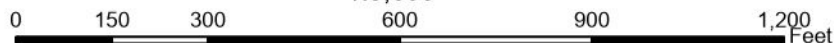


ZONING



- | | | | | |
|--|---|--|--|--|
| <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 |
|--|---|--|--|--|

Scale: 1:3,600





Pharr
Development Services



Site Photo

2800 Block of South Cage Blvd.





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 7.A.

DATE SUBMITTED: February 13, 2025

MEETING DATE: March 3, 2025

FROM: Elva Guajardo, Administrative Assistant

DEPARTMENT: Parks

DIRECTOR: Sergio Alanis

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance No. O-2023-09 relating to rental of city facilities. **(1st Reading) This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Regular

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

Issue: The Parks and Recreation Department wishes to amend the rental facilities ordinance by removing two facilities from ordinance, adjusting the rental fees at the Pharr Sports Complex and Witten Park as well as amending verbiage to the existing rental contract.

Fiscal Consideration: N/A

Staff Recommendation: City Commission approve this item.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Elva Guajardo
Sergio Alanis
David Friedlein
Ricardo Rodriguez
City Management Office

Created/Initiated - 2/13/2025
Approved - 2/27/2025
Approved - 2/27/2025
Approved - 2/28/2025
Final Approval - 2/28/2025

ORDINANCE NO. O-2025-

**AN ORDINANCE AMENDING ORDINANCE NO. O-2023-09; ESTABLISHING
PROCEDURES AND RATES FOR RENTAL OF CITY FACILITIES; AND
ESTABLISHING AN EFFECTIVE DATE**

**BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY
OF PHARR, TEXAS, THAT:**

**SECTION 3: SECTION 30-41 OF THE CITY CODE IS AMENDED TO READ AS
FOLLOWS:**

“Sec. 30-41. Rental fee schedule”

The following rental fees shall be charged for the use of city-owned public facilities, by rental fee classes as defined in this article.

- a. Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to the reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned.
- b. Rental and damage deposit.** \$200.00 to be paid at the time reservation is made. This deposit will be deducted from the total amount due.
- c. Security personnel.** All activities involving dancing, and the selling, serving and/or consumption of alcoholic beverages will require a minimum of two certified City of Pharr Police Officers to be contracted by the renter. The City of Pharr Police Department will designate the number of certified police officers required for functions. If more than 3 officers are required, they may be either certified police officers and/or security personnel from a licensed and bonded security company.
- d. Advanced reservations.** Class I reservations will be accepted for up to one year to the month in advance of the reserved date. Class II and II reservations will not be accepted more than one year to the month in advance of reserved date.

(1) ~~TIERRA DEL SOL GOLF COURSE:~~

Rental Period	Time	Deposit	Rental Rate
Sunday-Friday	1:00 p.m.-12 MID	\$200.00	\$500.00
Saturday	1:00 p.m.-1:00 a.m.	\$200.00	\$500.00

- a. Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to reserved date. Any amount paid by lessee less than 30 days prior to

reserved date will be cancelled and any amount previously paid will not be returned.

b. Rental and damage deposit. \$200.00 to be paid at the time reservation is made. This deposit will be deducted from the total amount due.

c. Security personnel. All activities involving dancing, and the selling, serving and/or consumption of alcoholic beverages will require a minimum of two certified City of Pharr Police Officers to be contracted by the renter. The City of Pharr Police Department will designate the number of certified police officers required for functions.

d. Advanced reservations. Reservations will not be accepted more than one year to the month in advance of reserved date.

e. Class II reservations will be at no cost; lessee will not be allowed to bring outside food. All food and drinks will have to be coordinated with Golf Course Manager one month prior to event.

(1) VICTOR GARCIA MUNICIPAL PARK:

Rental Period	Time	Deposit (not refunded)	Rental Rate
MUNICIPAL PARK 205 W. Polk Monday-Sunday	1 p.m.-10 p.m.	\$25.00	\$100.00

a. Payment of rental. The full amount of the rental fee must be paid at least 30 days prior to the reserved date. Any amount paid by lessee less than 30 days prior to the reserved date will be cancelled and any amount previously paid will not be returned.

b. Advanced reservations. Reservations will not be accepted more than 90 days in advance of the reserved date.

c. Restricted usage. No Class I or Class II activities will be allowed. No activity which involves dancing and/or the live playing of electronically amplified music will be permitted. The playing of prerecorded is allowed provided the volume is not such as to disturb nearby residents.

(2) PHARR SPORTS COMPLEX:

Rental Period	Time	Deposit (not refunded)	Rental Rate
Monday-Friday	6 p.m.-10 p.m.	\$50.00	\$375.00
Saturday	8 a.m.-10 p.m.	\$50.00	\$375.00
Sunday	8 a.m.-10 p.m.	\$50.00	\$375.00

- a. **Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to the reserved date. Any amount paid by lessee less than 30 days prior to the reserved date will be cancelled and any amount previously paid will not be returned.
- b. **Advanced reservations.** Reservations will not be accepted more than 90 days in advance of the reserved date.
- c. **Restricted usage.** Parks will be used for practice and tournaments only. **No alcoholic beverages will be allowed on premises.**

(3) WITTEN PARK:

Rental Period	Time	Deposit (not refunded)	Rental Rate
Saturday	8 a.m. to 10 p.m.	\$50.00	\$250.00
Sunday	8 a.m. to 10 p.m.	\$50.00	\$250.00

- a. **Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to the reserved date. Any amount paid by lessee less than 30 days prior to the reserved date will be cancelled and any amount previously paid will not be returned.
- b. **Advanced reservations.** Reservations will not be accepted more than 90 days in advance of the reserved date.
- b. **Restricted usage.** Parks will be used for practice and tournaments only. **No alcoholic beverages will be allowed on premises.**

(4) DEVELOPMENT AND RESEARCH CENTER (DRC)

DRC EXHIBIT HALL

Rental Period	Time	Deposit (not refunded)	Rental Rate
Friday	6 p.m.-12 MID.	\$100.	\$80.00 Per Hour
Saturday & Sunday	1 p.m.-1 a.m.	\$100.	\$80.00 Per Hour

DRC MEETING ROOM

Rental Period	Time	Deposit (not refunded)	Rental Rate
Friday	6 p.m.-12 MID.	\$100.	\$50.00 Per Hour
Saturday & Sunday	1 p.m.-1 a.m.	\$100.	\$50.00 Per Hour

- a. **Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to the reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned. The minimum rental shall be no less than three hours.
- b. **Advanced reservations.** Reservations will not be accepted more than 90 days in advance of reserved date.
- c. **Restricted usage.** During hours of operation at the Research Center section of the building. No activity which entails dancing and/or the live playing of electronically amplified music will be permitted. **No alcoholic beverages will be allowed on premises.**
- d. **Security personnel.** All activities involving dancing, the selling, serving and/or consumption of alcoholic beverages will require a minimum of two City of Pharr Police Officers to be contracted by the lessee. Lessor will designate the number of City of Pharr Police Officers required for functions.

(5) JOSE “PEPE” SALINAS RECREATION CENTER (LARGE HALL):

Rental Period	Rental Period	Time	Deposit	Rental Rate Class I	Rental Rate Class II
Sunday-Thursday	Morning	8:00 a.m. – 1:00 p.m.	\$300.00	\$500.00	\$400.00
	Day	8:00 a.m. – 7:00 p.m.	\$300.00	\$1,100.00	\$1,000.00
	Evening	1:00 p.m. – 12 MID.	\$300.00	\$1,100.00	\$1,000.00
Friday	Morning	8:00 a.m. – 1:00 p.m.	\$300.00	\$600.00	\$500.00
	Day	8:00 a.m. – 7:00 p.m.	\$300.00	\$1,300.00	\$1,100.00
	Evening	1:00 p.m. – 12 MID.	\$300.00	\$1,300.00	\$1,100.00
Saturday	Morning	8:00 a.m. – 1:00 p.m.	\$300.00	\$1,000.00	\$600.00
	Day	8:00 a.m. – 7:00 p.m.	\$300.00	\$2,000.00	\$1,200.00
	Evening	1:00 p.m. – 1:00 a.m.	\$300.00	\$2,000.00	\$1,500.00

- a. **Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to the reserved date. Any amount paid by lessee less than 30 days prior to the reserved date will be cancelled and any amount previously paid will not be returned.
- b. **Rental and damage deposit.** \$300.00 to be paid at the time reservation is made. This deposit will be deducted from the total amount due.
- c. **Security personnel.** All activities involving dancing, the selling, serving and/or consumption of alcoholic beverages will require a minimum of two City of Pharr Police Officers to be contracted by the lessee. Lessor will designate the number of City of Pharr Police Officers required for functions.

(6) JOSE “PEPE” SALINAS RECREATION CENTER (SMALL HALL):

Rental Period	Time	Deposit (not refunded)	Class I	Class II
Sunday-Friday	6 p.m.-12 MID.	\$100.00	\$80.00 Per Hour	\$50.00 Per Hour
Saturday	8 a.m.-1:00 a.m.	\$100.00	\$100.00 per Hour	\$60.00 Per Hour

- a. **Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to the reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned.
- b. **Advanced reservations.** Reservations will not be accepted more than 90 days in advance of the reserved date.
 - a. **Restricted usage.** No activity which entails dancing and/or the live playing of electronically amplified music will be permitted. Prerecorded music will be allowed provided there are no activities being conducted at the Large Hall and provided the volume is not sure as to disturb nearby residents. **No alcoholic beverages will be allowed on premises.**

(7) JOSE "PEPE" SALINAS RECREATION CENTER (CONFERENCE ROOM A)

Rental Period	Time	Deposit (not refunded)	Class I	Class II
Monday-Sunday	1 p.m.-12 MID.	\$50.00	\$60.00 Per Hour	\$40.00 Per Hour

Available for rental to small groups (Capacity - 63). A non-refundable deposit of \$50.00 is required to reserve the Conference Room. Reservations will not be accepted more than 90 days before reserved date. Rules regarding Small Hall usage are also applicable to the Conference Room.

(8) PHARR ONE BUILDING

AREAS	Rental Period/Time	STANDARD	NON-PROFIT
Lecture Hall	Mon-Sat 8AM – 5PM	\$1,000	\$700
Conference Room	Mon-Sat 8AM – 5PM	\$800	\$500

Lecture Hall is available for rental to accommodate a capacity of 134. Conference Room is available for rental to accommodate a small group of (18). Reservations will not be accepted more than 90 days prior to event date. Rules and guidelines are applicable upon signed agreement. A non-refundable fee of \$100 is required for both areas and must be paid at time of reservation.

- a. **Payment of Rental.** All reservations require a \$250 deposit fee and is non-refundable if the event is cancelled. The full amount of the rental fee must be paid at least 30 days prior to the date the event.
- b. **Restricted Usage.** Pharr ONE does not accommodate with any food/drinks for

any event. No outside catering allowed at the facility. Catering services will be referred to the Park Deli and is not included in any rental fees. **No alcoholic beverages are allowed on the premises.**

SECTION 4: EFFECTIVE DATE; PUBLICATION

The ordinance shall take effect and be in force from and after its passage and approval on three (3) separate readings in accordance with Section 8, Article 3 of the Charter of the City of Pharr, Texas. Publication, if necessary, may also be in caption form as allowed under Section 9 of the Pharr City Charter.

SECTION 5: PROPER NOTICE AND MEETING

It is hereby officially found and determined that the meeting at which this Ordinance 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 ON THE FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 18th day of February, 2025.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

IMELDA PEREZ, CITY CLERK

PASSED AND APPROVED ON THE SECOND READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 4th day of March, 2025.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

IMELDA PEREZ, CITY CLERK

**PASSED AND APPROVED ON THE THIRD AND FINAL READING BY THE
BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the
18th day of March, 2025.**

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 8.A.

DATE SUBMITTED: February 27, 2025

MEETING DATE: March 3, 2025

FROM: Jamison Merrick, Finance Director

DEPARTMENT: Finance

DIRECTOR: Jamison Merrick

Agenda Item: Presentation on the City of Pharr's First Quarter Financial Performance.

Classification: Regular

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

Issue: Review of the Financial Performance of the City of Pharr for the 1st Quarter of FY 2024-2025.

Fiscal Consideration: N/A

Staff Recommendation: Presentation Only.

Alternatives: N/A

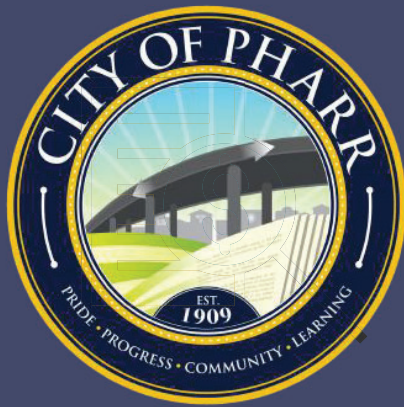
Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Jamison Merrick
Jamison Merrick
Ricardo Rodriguez
City Management Office

Created/Initiated - 2/27/2025
Approved - 2/27/2025
Approved - 2/28/2025
Final Approval - 2/28/2025



CITY OF PHARR

Quarterly Financial Report
FOR PERIOD ENDING
DECEMBER 2024.

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Changes in Fund Balance - Governmental Funds****3****Statement of Net Position - Proprietary Funds****4****Statement of Revenues, Expenditures, and
Changes in Fund Balance - Proprietary Funds****6****Outstanding Debt Issuance****7****Outstanding Lease Debt**

CITY OF PHARR, TEXAS
BALANCE SHEET - UNAUDITED, UNADJUSTED, AND PRELIMINARY
GOVERNMENTAL FUNDS
FOR YEAR ENDING DECEMBER 31ST, 2024

	Pharr Economic Development Corporation, Inc.		
	General		Capital Projects
<u>ASSETS AND DEFERRED OUTFLOWS OF RESOURCES</u>			
Cash	\$ 2,451,643	\$ 5,181,159	\$ -
Receivables (net of allowance for uncollectible):	-		
Property taxes	2,489,415	-	-
Warrants	1,360,442	-	-
Sales tax	3,660,606	1,220,202	-
Notes	-	1,240,185	-
Leases	-	222,044	-
Accounts	622,481	241,000	-
Intergovernmental	-	-	286,922
Other	1,030,118	220,532	-
Inventories	-	-	-
Land Available for Sale	-	3,353,679	-
Due from other funds	7,814,275	-	3,500
Restricted assets:			
Cash	1,143,064	5,169,630	-
Cash with Fiscal Agent	-	-	-
Total assets	<u>\$ 20,572,044</u>	<u>\$ 16,848,431</u>	<u>\$ 290,422</u>
<u>LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCE</u>			
Liabilities:			
Accounts payable	\$ 1,490,582	\$ 1,195,984	\$ 21
Accrued payroll	-	-	-
Due to other funds	37,957	225,068	4,344,971
Total liabilities	<u>1,528,540</u>	<u>1,421,052</u>	<u>4,344,992</u>
Deferred Inflows of Resources:			
Deferred property tax	1,172,994	-	-
Deferred accounts	878,640	-	-
Deferred leases	-	222,044	-
Deferred warrants	1,360,442	-	-
Escrow accounts	482,436	25,626	1,080,698
Total deferred inflow of resources	<u>3,894,511</u>	<u>247,670</u>	<u>1,080,698</u>
Fund balances:			
Nonspendable:			
Inventory	-	-	-
Noncurrent advances	-	-	-
Restricted:			
Economic development	-	15,179,708	-
Committed:			
Contingency	-	-	-
Assigned:			
General government	-	-	-
Capital Outlay	-	-	-
Encumbrances	-	-	-
Construction	-	-	-
Unassigned:	15,148,994	-	(5,135,267)
Total fund balances	<u>15,148,994</u>	<u>15,179,708</u>	<u>(5,135,267)</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 20,572,044</u>	<u>\$ 16,848,431</u>	<u>\$ 290,423</u>

CITY OF PHARR, TEXAS
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
GOVERNMENTAL FUNDS - UNAUDITED, UNADJUSTED, AND PRELIMINARY
FOR YEAR ENDING DECEMBER 31ST, 2024

		General	Pharr Economic Development Corporation, Inc.	Capital Projects
REVENUES				
Taxes:				
Property	\$	9,601,342	\$	-
Sales		5,461,821	1,820,607	-
Franchise		326,623	-	-
Other		29,931	-	-
Licenses and permits		178,427	-	-
Intergovernmental			-	
Fees and charges:				
Sanitation		655,108	-	-
Brush		254,779	-	-
Other		119,911	-	-
Fines		148,085		-
Interest income		8,081	65,811	-
Other		143,894	124,370	-
Total revenues	\$	<u>16,928,002</u>	\$	<u>2,010,788</u>
				<u>\$ -</u>
EXPENDITURES				
Current:				
General government	\$	7,972,610	\$	-
Public safety		7,022,611	-	
Highways and streets		647,104	-	537,512
Health and welfare		211,364	-	
Culture and recreation		1,830,128	-	
Economic development			1,674,053	
Debt service:				
Principal		248,239		299,843
Interest		41,319	28,316	1,841
Capital Outlay		-	-	-
Total expenditures		<u>17,973,374</u>	<u>1,702,369</u>	<u>839,197</u>
Excess (deficiency) of revenues over (under) expenditures		<u>(1,045,373)</u>	<u>308,419</u>	<u>(839,197)</u>
OTHER FINANCING SOURCES (USES)				
Transfers in		1,518,642	2,935	25,258
Transfers (out)		(118,011)	(372,567)	
Issuance of debt		-	-	-
Total other financing sources and uses		<u>1,400,631</u>	<u>(369,632)</u>	<u>25,258</u>
Net change in fund balance		355,258	(61,213)	(813,938)
Fund balance - beginning		14,793,735	15,240,921	(4,321,329)
Prior period adjustment		-	-	-
Fund balance - ending	\$	<u>15,148,994</u>	\$	<u>15,179,708</u>
				<u>\$ (5,135,267)</u>

CITY OF PHARR, TEXAS

STATEMENT OF NET POSITION - UNAUDITED, UNADJUSTED, AND PRELIMINARY

PROPRIETARY FUNDS

FOR YEAR ENDING DECEMBER 30TH, 2024

	PROPRIETARY FUNDS				
	Utility	EMS	ET	Bridge	Tierra Del Sol
<u>ASSETS</u>					
Current assets:					
Cash	\$ 757,644	\$ 1,524,958	\$ -	\$ 9,047,536	\$ 50,710
Receivables (net of allowance for uncollectible):				-	
Accounts	(102,395)	2,444,252.94	2,516,025	269,277	16,413
Lease	-	-	-	1,683,202	-
Other	-	169,930	-	2,805	-
Inventories	245,198	41,805	-	72,593	30,849
Due from other funds	(450)	-	-	-	-
Restricted assets:				-	
Cash	49,470,594	-	-	50,334,633	-
Cash with Fiscal Agent	166,000	-	-	1,650,000	-
Total current assets	50,536,591	4,180,946	2,516,025	63,060,046	97,972
Non-Current Assets					
Lease Asset	204,259	4,042,389	-	327,175	327,175.23
Lease Asset - Accumulated Amortization	(61,110)	(1,065,220)	-	-	(200,026)
Capital assets (net of accumulated depreciation):		-			
Water Rights	7,750,000	-	-	-	-
Land	4,293,127	785,224	-	819,645	999,342
Buildings	8,052,016	2,021,501	-	3,158,060	249,876
Improvements other than buildings	8,706,116	48,664	-	230,255	1,156,016
Machinery and equipment	3,230,719	1,290,824	39,343	1,837,589	136,813
Infrastructure	84,815,257	-	-	9,420,137	0.10
Construction in progress	7,730,446	-	-	25,831,792	-
Total capital assets, net of accumulated depreciation	124,577,680	4,146,213	39,343	41,297,477	2,542,047
Total noncurrent assets	124,720,830	7,123,381	39,343	41,297,477	2,669,197
<u>DEFERRED OUTFLOW OF RESOURCES</u>					
Unamortized gain / loss on refunding of debt	97,743	-	-	-	-
DEFERRED OUTFLOW - OPEB	4,347	5,203	-	1,654	948
DEFERRED OUTFLOW- PENSION	792,601	948,709	-	301,643	172,841
Total deferred outflow of resources	894,691	953,912	-	303,298	173,789

PROPRIETARY FUNDS					
	Utility	EMS	TEAMPHARR.N ET	Bridge	Tierra Del Sol
LIABILITIES					
Current liabilities payable:					
Accounts payable	\$ 371,232	2,118	3,100	987,531	5,301
Accrued liabilities				-	
Due to other funds	2,764,660	1,341,894	2,412,983	131,728	66,405
Retainage Payable	76,742	-	-	-	-
Unearned revenue	3,068,246	-	(1,005,000)	-	-
Total current liabilities payable	6,280,880	1,344,013	1,411,083	1,119,258	71,706
Current liabilities payable from restricted assets:					
Customer deposits payable	764,008	-	-	-	-
Escrow payable	128,867	220	-	-	-
Matured accrued compensation	280,748	17,885	-	50,053	8,822
Matured capital lease	459,483	-	-	224,353	19,631
Matured bonds/notes, net	4,162,000	-	-	1,395,000	-
Total current liabilities payable from restricted assets	5,795,106	18,105	-	1,669,406	28,453
Total current liabilities	12,075,986	1,362,118	1,411,083	2,788,664	100,159
Noncurrent liabilities:					
Accrued compensation	93,583	53,656	-	150,158.03	26,465
Capital lease payable	1,177,989	-	-	1,248,360	249,959
Bonds/notes principal payable	51,622,000	-	-	56,975,000	-
Lease Liability	146,520	3,355,532	-	-	-
Opeb Liability	84,496	101,138	-	32,157	18,426
Pension Liability	1,825,498	2,185,041	-	694,737	398,082
Total noncurrent liabilities	54,950,085	5,695,367	-	59,100,411	692,932
DEFERRED INFLOW OF RESOURCES					
Unamortized premium	1,189,214	-	-	10,848,364	-
Lease	-	-	-	1,608,534	-
DEFERRED INFLOW - OPEB	25,593	30,628	-	9,740	5,581
DEFERRED INFLOW - PENSION	349,823	418,722	-	133,133	76,285
Unearned Revenue-Intergovernmental	-	-	-	-	-
Unearned Revenue-Customers	-	-	-	1,763,399	50,641
Total deferred inflow of resources	1,564,630	449,350	-	14,363,170	132,507
NET POSITION					
Invested in capital assets, net of related debt	108,035,933	4,146,213	39,343	41,297,477	2,542,047
Non Spendable					
Lease - gabs 87	-	-	-	-	-
Restricted for:					
Debt service	5,170,916	-	-	-	-
Unrestricted	(5,645,438)	605,192	1,104,942	(12,888,901)	(526,687)
Total net position	\$ 107,561,411	\$ 4,751,405	\$ 1,144,284	\$ 28,408,575	\$ 2,015,360

CITY OF PHARR, TEXAS
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
PROPRIETARY FUNDS - UNAUDITED, UNADJUSTED, AND PRELIMINARY
FOR YEAR ENDING DECEMBER 30TH, 2024

PROPRIETARY FUNDS					
	Utility	EMS	TEAMPHARR.N ET	Bridge	Tierra Del Sol
Operating revenues:					
Charges for sales and services:					
Water sales	\$ 1,828,274	-	-	-	-
Sewer service	1,484,813	-	-	-	-
Tap fees	66,700	-	-	-	-
Toll fees	-	-	-	5,229,779	-
Golf services	-	-	-	-	260,705.13
Fiber	-	-	(103,336)	-	-
EMS	-	1,693,541	-	-	-
Other	74,556	-	-	78,996	42,407.31
Total operating revenues	3,454,344	1,693,541	(103,336)	5,308,775	303,112
Operating expenses:					
Personnel services	1,009,487	1,043,737	333,625	336,946	170,665
Supplies and Materials	437,022	31,283	6,411	24,123	46,988
Contractual Services	1,168,375	203,416	591,574	280,511	40,758
Depreciation	-	-	-	-	-
Total operating expenses	2,614,883	1,278,436	931,610	641,581	258,411
Operating income (loss)	839,460	415,105	(1,034,946)	4,667,194	44,701
Nonoperating revenues (expenses):					
Investment earnings	32,646	-	-	843,903	226
Interest expense	(9,191)	585	802	(17,384)	(580.70)
Amortization expense	-	-	-	-	-
Intergovernmental	-	150,487	-	-	-
Bad debt expense	-	-	-	-	-
Other	1,360	-	-	-	-
Total nonoperating revenues (expenses)	24,815	151,072	802	826,519	(355)
Income/loss before contributions and transfers	864,275	566,177	(1,034,143)	5,493,713	44,346
Transfers in	75,458	33,675	101,042		41,233
Transfers (out)	(266,583)	-	-	(2,390,650)	-
Capital Contribution	-	-	-	-	-
Changes in net position	673,150	599,852	(933,102)	3,103,063	85,580
Total net position - beginning	106,888,261	4,151,552	2,077,386	25,305,512	1,929,780
Prior period adjustment	-	-	-	-	-
Total net position - ending	\$ 107,561,410	\$ 4,751,404	\$ 1,144,285	\$ 28,408,575	\$ 2,015,360

LONG TERM DEBT OBLIGATIONS

	Original	Series	Type	Name	Payment	Installments		Interest Rates		Payment	Current				
	Issuance				Installments	Lowest	Highest	Lowest	Highest	Through	Balance				
Governmental Activities	\$	7,625,000	2012	Certificate of Obligation	CO	Annual	\$	295,000	\$	535,000	0.60%	4.98%	8/15/2032	\$	3,010,000
	\$	14,290,000	2016	Certificate of Obligation	CO	Annual	\$	190,000	\$	1,035,000	1.13%	3.60%	2/15/2036		12,090,000
	\$	17,240,000	2017	Certificate of Obligation	CO	Annual	\$	355,000	\$	2,640,000	1.45%	2.79%	8/15/2031		12,455,000
	\$	16,440,000	2018	Certificate of Obligation	CO	Annual	\$	70,000	\$	1,440,000	2.08%	3.52%	8/15/2038		13,750,000
	\$	25,000,000	2020	Certificate of Obligation	CO	Annual	\$	890,000	\$	2,625,000	3.00%	3.00%	8/15/2039		19,620,500
	Subtotal-Certificate of Obligation														60,925,500
	\$	7,300,000	2017	Tax Notes	TN	Monthly	\$	941,000	\$	1,167,000	4.25%	4.25%	12/1/2024	\$	1,467,497
	\$	15,000,000	2023	Tax Notes	TN	Annual	\$	1,940,000	\$	2,415,000	4.00%	4.00%	8/15/2030	\$	15,115,000
	Subtotal-Tax Notes														16,582,497
	\$	5,600,000	2017	HUD Section 108 Loan	HUD 108	Annual	\$	294,000	\$	295,000	1.28%	1.73%	8/15/2031	\$	2,360,000
	Subtotal-Section 108 Laon														2,360,000
	Governmental Total													\$	79,867,997
	Governmental Total													\$	79,867,997
Business-Type Activities	\$	13,310,000	2007A	Revenue Bonds-DWSFR	WW & SS	Annual	\$	380,000	\$	1,075,000	2.35%	3.50%	9/1/2027	\$	4,120,000
	\$	10,000,000	2007B	Revenue Bonds-NADBANK	WW & SS	Annual	\$	385,000	\$	685,000	3.75%	3.75%	9/1/2027		2,605,000
	\$	8,725,000	2013	Revenue Bonds-DWSFR	WW & SS	Annual	\$	255,000	\$	400,000	0.00%	2.71%	9/1/2042		6,165,000
	\$	1,762,000	2015	Revenue Bonds-DWSFR	WW & SS	Annual	\$	72,000	\$	117,000	0.59%	4.10%	9/1/2035		1,164,000
	\$	18,150,000	2020A	Revenue Bonds-CWSFR	WW & SS	Annual	\$	115,000	\$	780,000	0.03%	0.22%	9/1/2049		17,510,000
	\$	13,880,000	2020B	Revenue Bonds-CWSFR	WW & SS	Annual	\$	115,000	\$	590,000	0.04%	0.32%	9/1/2049		13,240,000
	\$	37,425,000	2021	Certificate of Obligation	CO	Annual	\$	1,395,000	\$	2,850,000	3.00%	5.00%	8/15/2041		37,425,000
	\$	3,157,000	2021	Renenue Bonds - CT&WR	WW & SS	Annual	\$	105,000	\$	106,000	0.00%	0.00%	8/15/2051		2,945,000
	\$	20,945,000	2021	Revenue Bonds - CT&IBR	CT & IBR	Annual	\$	580,000	\$	1,355,000	2.00%	2.80%	8/15/2046		20,945,000
	Subtotal-Revenue Bonds													\$	106,119,000
	\$	18,000,000	2017	Refunding Bonds	WW & SS	Annual	\$	1,220,000	\$	2,160,000	3.29%	3.62%	8/15/2028		8,035,000
	Subtotal-Refunding Bonds													\$	8,035,000
	Business-Type Total													\$	114,154,000
Business-Type Total													\$	114,154,000	
	\$	54,615,000	2021	Sales Tax Revenue Bonds-PEDC	PEDC	Annual	\$	1,645,000	\$	3,740,000	4.50%	4.06%	8/15/2046	\$	54,615,000
	Subtotal-Revenue Bonds														54,615,000
	Comp-unit Total													\$	54,615,000

CT&IBR=Combination Tax & International Bridge Revenue
CWSRF=Clean Water State Revolving Fund
DWSRF=Drinking Water State Revolving Fund
NADBANK=North American Development Bank
CT&WR-combination Tax & Water Revenues

CITY OF PHARR
OUTSTANDING CAPITAL LEASES/BANK LOANS
AS OF DECEMBER 31, 2024

Payments - P&I								
Lease Company	Leased During FY	Length of Lease	Maturity Date	Interest Rate	Lease Amount	Lease Balance	Monthly Quarterly	Annual
1- Capital One	15/16	10 YRS	1/14/2026	3.69%	\$ 2,685,000	\$ 617,509	\$ 325,947	\$ 325,947
Distribution/Owners:		General Fund	100%		2,685,000	617,509	325,947	325,947
3- Signature Public Funding #4	15/16	10 Yrs	5/1/2026	2.28%	\$ 960,250	\$ 158,275	\$ 53,966	\$ 107,932
Distribution/Owners:		General Fund	100.00%		960,250	158,275	53,966	107,932
4- UsBancorp #5	17/18	7 Yrs	10/15/2024	2.78%	\$ 2,897,100	\$ -	\$ 113,435	\$ 453,740
Distribution/Owners:		General Fund	15.12%		438,042	-	17,151	68,605
		Utility Fund	67.62%		1,959,019	-	76,705	306,819
		Bridge Fund	13.81%		400,090	-	15,665	62,661
		Golf Fund	3.45%		99,950	-	3,914	15,654
5- UsBancorp #6	17/18	10 Yrs	10/15/2027	2.98%	\$ 955,000	\$ 314,448	\$ 27,489	\$ 109,957
Distribution/Owners:		General Fund	86.39%		825,025	271,652	23,748	94,992
		Golf Fund	13.61%		129,976	42,796	3,741	14,965
8- UsBancorp #10	18/19	7 Yrs	12/15/2025	3.12%	\$ 138,000	\$ 21,432	\$ 5,463	\$ 21,851
Distribution/Owners:		General Fund	89.13%		123,000	19,102	4,869	19,476
		Golf Fund	10.87%		15,000	2,330	594	2,375
10- Banc of America Public Capital Corp. NO. 2	20/21	10 Yrs	11/23/2030	1.39%	\$ 1,788,000	\$ 857,875	\$ 37,750	\$ 150,999
Distribution/Owners:		General Fund	100.00%		1,788,000	857,875	37,750	150,999
11- UsBancorp #11	21/22	7 Yrs	11/23/2028	1.76%	\$ 4,156,000	\$ 2,426,421	\$ 157,372	\$ 629,488
Distribution/Owners:		General Fund	39.00%		1,620,841	946,304	61,375	245,500
		Utility Fund	61.00%		2,535,159	1,480,117	95,997	383,988
12- UsBancorp #12	22/23	7 Yrs	12/30/2029	4.42%	\$ 620,000	\$ 456,818	\$ 25,583	\$ 102,332
Distribution/Owners:		General Fund	100.00%		620,000	456,818	25,583	102,332
13- UsBancorp #13	23/24	7 Yrs	2/1/2031	4.46%	\$ 4,262,100	\$ 3,807,393	\$ 58,946	\$ 707,346
Distribution/Owners:		General Fund	57.00%		2,429,397	2,170,214	33,599	403,187
		Utility Fund	4.00%		170,484	152,296	2,358	28,294
		Bridge	39.00%		1,662,219	1,484,883	22,989	275,865
		General Fund		\$	11,489,554	\$ 5,497,749	\$ 583,988	\$ 1,518,971
		Utility Fund			4,664,662	1,632,412	175,060	719,100
		Bridge Fund			2,062,309	1,484,883	38,654	338,527
		Golf Fund			244,925	45,126	8,249	32,994
		Garage Fund			-	-	-	-
City-Wide Total				\$	18,461,450	\$ 8,660,171	\$ 805,951	\$ 2,609,593



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 9.A.

DATE SUBMITTED: February 28, 2025

MEETING DATE: March 3, 2025

FROM: Elva Guajardo, Administrative Assistant

DEPARTMENT: Parks

DIRECTOR: Sergio Alanis

Agenda Item: Consideration and action, if any, on the purchase of a new pump station for Tierra Del Sol Golf Course from Pump Mechanical Technical Services in New Braunfels, Texas (BuyBoard Cooperative Purchasing Program #672-22). **This item supports QL - Quality of Life.**

Classification: Regular

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

Issue: Staff requests authorization to purchase a new pump station for the amount of \$299,891.00 through BuyBoard Purchasing Cooperative Contract No. 672-22 for the Tierra Del Sol Golf Course. This proposal includes equipment, warranty and freight. Project No. 2425-75-510-P08-01.

Fiscal Consideration: N/A

Staff Recommendation: Based on review, staff recommends award of purchase to the Pump Mechanical Technical Services utilizing BuyBoard Cooperative Purchasing Program No. 672-22 in the amount of \$299,891.00

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Elva Guajardo
Sergio Alanis
Mayra Gomez
Jamison Merrick
David Friedlein
City Management Office

Created/Initiated - 2/28/2025
Approved - 2/28/2025
Approved - 2/28/2025
Approved - 2/28/2025
Approved - 2/28/2025
Final Approval - 2/28/2025



Pump Mechanical Technical Services, LLC

DATE: 01/24/25

*****BUY BOARD # 672-22*****

TO: Will Borowski- Gen Mgr. / Arturo Lopez - Superintendent

Reference: Tierra Del Sol UPDATED NEW Pump Station Quote

PROJECT SITE PARAMETERS

Pumpset: 11 FT

Wetwell Depth: 12 FT

Wetwell Dimensions: XX IN Diameter

Inlet Condition: WETWELL

Supply Power: 480V 3PH 60HZ

Pump Station Requirements: 1900 GPM AT 115 PSI AT STATION DISCHARGE

SCOPE OF SUPPLY

MCI UL Listed QCZJ Packaged Pump Station
Model Number: PPS-N-VT3-1900-115-DV-P-48-3-6

Built Under ISO9001:2015 Certification

Main Control Panel

Custom Enclosure

- **UL 508a Listed Control Panel Custom Engineered & Manufactured in Same Facility as Pump Station**
- **Watertight UL Type 4 Enclosure**
- 72INx72INx18IN (HxWxD), Final Panel Size Confirmed in Approval Drawings
- 12 ga. Mild Steel Construction with Self-Healing Zinc Primer and Superior Outdoor Rated Powder Coated Textured Finish
- Heavy Duty Concealed Hinge / 3- Point Latch with Handle (Pad Lock Capable), Easily Removeable Doors and Center Post for Servicing
- Rigid Steel Backplate with Pure White Powder Coat
- Stainless Steel Doorstop(s), (Standard on All Doors)
- 12IN Data Pocket Containing All Pertinent Panel Documentation and As Built Drawings for Easy in Field Reference
- **Manufactured in the USA**

Cooling/Heating

- QTY (1) UL Listed Air Conditioning Unit for Clean, Precise, and Consistent Internal Temperature Regulation for Increased Electrical Component Longevity

Main Power

- **400-Amp Main Fused Disconnect** to Protect Valuable and Critical Components from Overloads and Abnormal Supply Power Conditions
- Industry Leading Short Circuit Current Rating (SCCR) of 100,000 Amps to Impede Catastrophic Failure
- Type 1 Surge Protection w/Status Indicators for Safeguarding of Electrical System Against Destructive Transient Power Surges
- Active Incoming Line Phase Monitor W/Primary Fusing for Detection of Voltage Imbalance, Phase Sequence, and Loss of Phase
- Regulated & Adjustable DC Power Supply for Safe User Operation and Stable Clean Power to Control Processing Components
- GFCI Outlet for Convenient Laptop Power
- Robust Industrial Control Power Transformer w/Primary Fusing

Pump/Motor Control/Power

- Control & Power for QTY (1) 5 HP **Pressure Maintenance Pump/Motor** with XL Operation
 - Green Illuminated Off/On Switch with Running and Blinking Fault Indication
 - Pump/Motor Running Feedback
 - XL Operation
 - Advanced Fuse Protection Technology for Safeguarding Against Power Surges and Overloads
 - Solid State Overload Protection with Precise Monitoring Per Motor and Shutdown Safety
- Control & Power for QTY (3) 60 HP **Main Pump/Motor** with Dedicated VFD Operation
 - Green Illuminated Off/On Switch with Running and Blinking Fault Indication
 - Pump/Motor Running Feedback
 - Wired for Motor Space Heater
 - Variable Frequency Drive Operation
 - High Accuracy Pump/Motor Speed Control
 - Manual VFD Speed Pot
 - Equipped With Input Impedance Per VFD for Smooth, Stable, & Consistent Power
 - Fast Acting Fusing for VFD Protection
 - VFD Fault with Auto Restart
 - 1-Year Warranty on VFD Including Coverage Against Damages from Momentary Line or Load Anomalies such as Lightning Strikes.

Control Features & Hardware

- MCI MPC Platform
 - Allen Bradley Compactlogix Fast Processing Robust PLC for Self-Sufficient Automatic Operation
 - Allen Bradley 10IN Panelview High Resolution Display with Intuitive Color Operator Control and Monitoring of Critical Processes
- System “Full Size” Type 4 Operator Control Devices
 - Manual/Off/Auto System Control
 - Red Illuminated Fault Push Button
 - Blue Illuminated Maintenance Light
- PLC Flow Adjustable Fertigation Run Relay with Dry Contacts
- **System Safeties:**
 - Main Inlet Safety
 - Low Level Shutdown w/Auto Reset
 - Low Discharge Pressure Shutdown/Hard Fault
 - High Discharge Pressure Shutdown w/Auto Restart
 - Phase Failure, Imbalance, and Low Voltage Protection
- Operation Features
 - Door Device Lamp Test Function
 - Automatic Alternation of Pumps Based on Least Run Time
 - Intelligent Slow Ramp Feature for Automatic Line Fill
 - 3-Year Flow Total Logging Day/Week/Month/Year
 - Pump Run Times
 - Event Log
 - Flow and Station Trending
 - Assignable I/O
 - Multi-Parameter Adjustable Pump Station Lockout
 - Lockout Parameters: **Individualized Day/Time Settings**
 - Pressure Setpoint/Max
 - External Input
 - Max Number of Pumps Allowed
 - Power Consumption
 - Max VFD Speed
- **Lake Level Control**
 - Hand/Off/Auto Selector Switch
 - Sensor Included in System Instrumentation Section
- **MCI Remote Cell Monitoring w/1 Year Activation** (Cell Service Starts When Equipment Ships from MCI)
 - **nSite, MCI's Cloud Based Solution NO SUBSCRIPTION FEE**
 - Scheduled Monthly Email with Flow Report in Excel Format
 - Access To One Full Year of Pressure, Flow, Alarms and Event Data
 - **Remote Pump Station Disable Feature from Any Smart Device Or PC**
 - **Factory Support Remote Access to PLC/HMI and VFD for Programming and Troubleshooting**
 - **nAlert**

- Manage Maintenance Due Dates for All Aspects of Maintenance on Your Pumping Station
- Warning Light, Display Message and Email Alert When Due
- Monitor and Report Irregular Operation of Irrigation System, Pump System and Filter System

- **Cellular Central Irrigation Communication Package**

- Allows the Toro or Rainbird Irrigation Central Computer to Communicate Directly with the MCI Flowtronex Pump Station.
- Allows User Defined Adjustments During Scheduled Irrigation Cycles

System Instrumentation

- 316SS Low Level Probe Set with PNR Relay
- Submersible Level Transducer
 - 0-34.6' 316SS Level Transducer with Filter, Extra Weight, and 60 FT Cable
- Discharge Pressure Transducer
 - 316SS Multi-output Programmable Pressure Transducer, with Local Display, Protective Display Cap, and Cord Set
- 8IN Networkable Magnetic Flowmeter with Local Flow Display, Fertigation Frequency Output Prewired to Panel Terminals, Corrosion Resistant NSF-61 Approved Lining, Flanged Connections, and Precise 0.5% Flow Measurement Accuracy
- 4IN 316SS Pressure Gauges with Full Body 316SS Monolithic Block and Bleed Valves

Pump Assemblies

- **QTY (1) 5 HP Submersible SS Pressure Maintenance Pump & Motor**
 - **PUMP**
 - 304SS Interchangeable Pump Bowls Featuring Optimized Hydraulic Surfaces for Increased Performance and Efficiency
 - 304SS Corrosion Resistant Impellers Including Thrust Balancing Stop Rings
 - 304SS Threaded, High Strength Discharge Column Pipe
 - 2IN Fusion Bonded Epoxy Coated SCH40 Pump Head
 - **MOTOR**
 - 5 HP, 460/3/60, Premium Efficient, Corrosion Resistant 304SS Submersible Motor
 - **VALVES**
 - 2IN Full 316SS Grooved Pump Discharge Isolation Valve w/ Lever Actuator Offering Vibration Minimization and Increased Installation/Service Flexibility
 - 2IN Pump Silent Wafer Check Valves with Corrosion and Abrasion Resistant Fusion Bonded Epoxy, SS Disc, and Heavy-Duty Spring to Reduce Hydraulic Shock
 -

- **QTY (3) 60 HP Vertical Turbine Main Pump, (81.2% Efficiency),** Each Rated for 634 GPM @ 296 FT TDH Including Station Losses. To Include:
 - **PUMP**
 - Minimum 375PSI High Pressure Rated Cast Iron Bowls w/316SS Investment Cast Impellers for Superior Corrosion Resistance, Improved Performance at Higher Pressure, and Extended Pump Lifespan
 - High Strength, Corrosion Resistant, Rotationally Balanced 416SS Stainless Steel Shafting
 - 416SS Head Shaft Including Bronze Adjusting Nut and Gib Key
 - MCI Custom Teflon Pump Sealing Packing System Designed to Prevent Water from Leaking on the Pump Skid While Providing Shaft Cooling
 - MCI Fusion Bonded Epoxy Coated Fabricated Carbon Steel Discharge Heads
 - Pump Heads Feature MCI's Integral, Maintenance Free Air Relief System with No Moving Parts to Purge Harmful Airlocks
 - High Strength Construction, Engineered to Maximize Stable, Efficient Power Transmission Between Motor and Pump
 - Threaded Carbon Steel Column Pipe Including Water Lubricated Low Friction Line Shaft Bearings with Vibration Minimizing 5 FT Maximum Spacing
 - Stainless Steel Mesh Pump Strainer with Easy to Attach SS Clips
 - **MOTOR**
 - 60 HP, 1800 RPM, 460/3/60, Premium Efficient, Vertical Hollow Shaft Motors with Motor Space Heaters, and Non-Reverse Ratchets
 - **VALVES**
 - 6IN Full 316SS Grooved Pump Discharge Isolation Valve w/ Lever Actuator Offering Vibration Minimization and Increased Installation/Service Flexibility
 - 6IN Pump Silent Wafer Check Valves with Corrosion and Abrasion Resistant Fusion Bonded Epoxy, SS Disc, and Heavy-Duty Spring to Reduce Hydraulic Shock

Station Isolation Valving

- 8IN Station Discharge Isolation Butterfly Valve w/Gear Operator, Corrosion-Inhibiting 316SS Disc and EPDM Elastomers, Abrasion Resistant Fusion Bonded Body, and 250PSI Bubble Tight Shutoff Capacity
- 316SS Threaded Ball Valves, 1.5IN and Below

Station Pressure Relief Valve

- Fusion Bonded Epoxy Cla-Val 50-01 4IN Station Pressure Relief Valve with Corrosion Mitigating 316SS Internals, Bronze Piloting, Piped to Wetwell with Isolation Butterfly Valve w/Lever Operator, SS Disc, EPDM Elastomers, and Bonnet Quick Air Purge Ball Valve

Station Filtration and Controls

- **QTY (2) 8IN VAF Filter(s) Model V1000 with Full 316SS Body, Dual Stage 300-micron Self Cleaning Filtration System**, and Low Waste Automatic Flush

Assembly

- **Control and Power**
 - QTY (1) Filter Inlet Pressure Transducer
 - 316SS Multi-output Programmable Pressure Transducer, with Local Display, Protective Display Cap, and Cord Set
 - Manual/Off/Auto Filter Flush Control Switch for Flush Operation Control
 - Filter Run Command (Auto & Manual)
 - Filter Operation Feedback Sensor
 - Filter Fault
- **Valving and Piping**
 - 8IN Isolation Butterfly Valve w/Gear Operator, Corrosion-Inhibiting 316SS Disc and EPDM Elastomers, Abrasion Resistant Fusion Bonded Body, and 250PSI Bubble Tight Shutoff Capacity
 - 2IN Electrically Actuated, 24VDC, Non-Clog Butterfly Valve with Corrosion-Inhibiting 316SS Disc, EPDM Elastomers, Abrasion Resistant Fusion Bonded Body, and 250PSI Bubble Tight Shutoff Capacity
 - Filter Bypass Line with Isolation Valve and Piping to Match Materials and Coatings Specified in Station Piping Section
 - 2IN x 4IN 304SS Flush Line Assembly Piped to Skid's Edge

Skid

- Reinforced, Custom, Carbon Steel Pump Skid
 - Fabricated Using Heavy Duty, High Strength Structural Channel, Tubing, and Plate
 - Fully Seal Welded Pump Skid Deck Plate
 - Integral High Thrust Structural Pipe Supports
 - 1-Inch-Thick VT Pump Plate Over Wet Well to Provide Maximum Support and Vibration Dampening During Operation
 - Removeable, Heavy-Duty Wet Well Access Hatch with Stainless Steel Hinges for Serviceability
 - Self-healing, Corrosion Reducing, Zinc Powder Coat Primer
 - Multi-Step, Thermally Cross-Linking, Non-slip Skid Powder Coating for Structural Protection and Operator Safety
 - Corrosion and Wear Resistant Zinc Hardware

Station Piping

- Carbon Steel Station Piping
 - Custom Formulated, Electrostatically Adhering, Thermally Cross-Linking, Fusion Bonded Epoxy Coating
 - NSF 61 Certified, Drinking Water Safe, Fusion Bonded Epoxy Coating
 - Extreme Resistance to Corrosive Water and Harsh Chemicals
 - All Piping Above 2IN Shall Be Both Internally and Externally Coated
- Piping Below 2IN shall be 304SS
- Hose Bibb Connection for Handy, Pressurized Water Access
- Corrosion and Wear Resistant Zinc Hardware

Transition Pipe

- **QTY (1) 8IN Flanged X 14IN Plain End Discharge Transition** Pipe with 90-Degree Elbows
 - QTY (2) Easy to Align, Swivel Capable, Quick-Vic Victaulic Couplers
 - Each Quick-Vic Coupler can be Aligned and Installed by a Single Operator with No Disassembly Required
 - QTY (6) 3/4IN Thread-O-Lets for Injection, Sampling, and Rinse Use, and QTY (2) 2IN Thread-O-Let for Customer Supplied Fertigation Flowmeter and System Winterization
 - Below Grade, Pipe Connection Anchoring Restraints for Optimal Pipe Support and Thrust Resistance

TOTAL STATION PRICE: \$299,891.00 includes freight

Includes:

**MCIFlowtronex Pump station, Z-PIPE Dogleg, SS Box Lake Screen
PMTS Factory Certified Demo-Set-Start, Tuning, Up- Owner Training
LOCAL CRANE Service and Rigging with Spreader Bar**

Pricing Does NOT Include SALES TAX if applicable*

FOB: Dallas, Texas

50% Equipment Production Deposit due with signed order, Balance due on completion.

Approval Drawings;4- 6 weeks lead time

Build Lead Time: 16-18 Weeks Following Approved Drawings

Deposit: Production Deposit 50%, Balance Based due on completion.

Applicable Taxes shall be Added to the Final Order Invoice Amount Unless a Valid Resale Certification has been Provided at the Time of Order or is Already on File. Taxes are Not Included in Preceding Order Prepayments.

MCI Flowtronex reserves the right to substitute alternate products for any named brand products based on availability.

Additional Warranty items

- **Warranty Includes crane if needed**
- **3-year warranty on Variable frequency drive (Includes Lightning Damage Coverage and Labor to Replace)**
- **3-Year Warranty on ALL COMPONENTS IN ELECTRICAL PANEL, Inclusive of power related damage such as lightning. Includes parts only.**
- **3-year warranty on Station**

- *CUSTOMER MUST PROVIDE ADEQUATE ACCESS THRU ROOF REMOVAL AND REPLACEMENT FOR DEMO OF OBSOLETE STATION AND FILTER SKID AND INSTALLATION OF NEW PUMP/ FILTERS SKID.**
- *CUSTOMER RESPONSIBLE FOR ANY PERMITS IF REQUIRED.**
- *CUSTOMER RESPONSIBLE FOR HAUL OFF OF OLD EQUIPMENT UNLESS DISCUSSED OTHERWISE.**
- *CUSTOMER WILL CONNECT TO FILTER FLUSH FLANGE PROVIDED ON SKID**
- *CUSTOMER RESPONSIBLE FOR ELECTRICAL SERVICE AND CONNECTION TO NEW PUMP STATION UNLESS DISCUSSED OTHERWISE.**
- *CUSTOMER RESPONSIBLE FOR FINAL CONNECTION TO THEIR IRRIGATION LINE AND THRUST BLOCKING**

- *PMTS WILL DEMO EXISTING STATION**
- *PMTS REQUIRES 4-5 DAY SHUT DOWN FOR CHANGE OUT PROCESS.**
- *PMTS WILL SET NEW STATION, PUMPS AND MOTORS, PERFORM FACTORY CERTIFIED STARTUP, TUNING, TESTING AND OWNER TRAINING.**

**Seller warrants that the water pumping system or components will be free of defects in Materials and workmanship for 1 year from date of authorized start-up but not later than 15 months from date of invoice;
Provided that all installation and operation responsibilities have been properly performed and documented. Seller will provide a replacement part or component during the warranty life**

This proposal contains equipment that may require costly means to remove or replace based on site conditions. Seller will not accept liability for costs associated with the removal or replacement of equipment in

difficult to access locations. This includes but is not limited to the use of diving services, barges, helicopters, or other unusual requirements.

Default of any agreement with Seller or;

- a. The misuse, abuse of the pumping package outside its intended use.
- b. Failure to perform required maintenance service.
- c. Pumping water is not suitable for irrigation.
- d. Exposure to electrolysis erosion.
- e. Water salinity in excess of 2000 parts per million.
- f. Water from a reverse osmosis plant without countermeasures in place.
- g. Water with a Langelier Index less than -0.5 and greater than +1.5
- h. The presence of destructive gaseous or chemical solutions in or around the packaged system.

1. Customer driven delays of 6 months or more are subject to a pricing review.
2. The parties explicitly agree that liquidated damages shall not be applicable or accepted in any circumstance arising out of or in connection with the project by Motor Controls Inc. /PMTS. Liquidated damages, penalties, or similar charges imposed for delays, defaults, or any other reason, shall not be considered valid, and the purchasing party expressly waives their rights to seek or enforce such damages against Motor Controls Inc./PMTS unless a written and signed approval from MCI/PMTS has been obtained.
3. The terms contained herein may be modified only by written agreement signed by Buyer and an officer of Seller, PMTS.

(If non-taxable please provide tax exempt certificate for the INship-toIN state)

****Please fill out fields below and return all pages. ****

Date: _____ Total Purchase Amount: _____

Buyers Name: _____

Buyers Signature: _____

Email Order Confirmation To: _____

Requested Ship Date: _____

Deliver To: _____

Delivery Address: _____

City: _____ **State:** _____ **Zip:** _____

Delivery Contact Name: _____

Delivery Contact Number: _____

Delivery Contact Email: _____

Attentively,

Ric Martinez Sr.

Pump Mechanical Technical Services
Ric @PMTService.com (512) 743-7867

Billing

PO Box 1566

San Marcos, TX 78667

Physical

5185 N. Hwy 123

Seguin, TX 78155

(830) 4317181



Vendor Contract Information Summary

Vendor	Pump Mechanical Technical Service, LLC.
Contact	Ric Martinez
Phone	830-431-7181
Email	ric@pmtservice.com
Vendor Website	www.pmtservice.com
TIN	27-4171788
Address Line 1	Po Box 1566
Vendor City	San Marcos
Vendor Zip	78667
Vendor State	TX
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net 30 days
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Best Way
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	Yes
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	1, 2, 3, 4, 5, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20
States	Texas
Contract Name	Water and Wastewater Pumps and Motors
Contract No.	672-22
Effective	07/01/2022
Expiration	06/30/2025
Accepts RFQs	Yes
Return Policy	No Returns



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 10.A.

DATE SUBMITTED: February 19, 2025

MEETING DATE: March 3, 2025

FROM: Maritza Magallan, Contract
Compliance Officer

DEPARTMENT: Purchasing

DIRECTOR: Mayra Gomez

Agenda Item: Consideration and action, if any, ratifying Software License and Service Agreement for the purchase of a new system for Mark 43 Record Management System and Computer Aided Dispatch from Freelt Data Solutions (Texas Department of Information (DIR) Cooperative Purchasing Contract No. DIR-TSO-5330). **This item supports QL - Quality of Life.**

Classification: Regular

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

Issue: The City of Pharr has replaced the previous Computer Aided Dispatch system from New World to Mark 43 software with Freelt Data Solutions for a 5-year contract.

Year 1 - \$100,000.00

Year 2 - \$600,000.00

Year 3 - \$677,474.91

Year 4 - \$677,474.91

Year 5 - \$677,474.91

(Project No. 2425-01-525-S14-01)

Fiscal Consideration: Item was Budgeted FY2024-25

Staff Recommendation: Staff recommends approval

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maritza Magallan

Mayra Gomez

Kenneth Ennis

Jose Pena

Hilda Pedraza

Ricardo Rodriguez

Jamison Merrick

City Management Office

Created/Initiated - 2/19/2025

Approved - 2/19/2025

Approved - 2/27/2025

Approved - 2/27/2025

Approved - 2/28/2025

Approved - 2/28/2025

Approved - 2/28/2025

Final Approval - 2/28/2025



Contract No: DIR-TSO-4229
TAX ID#: 27-2209002
Term: NET 30
FOB: Destination

City of Pharr
Kenneth L. Ennis
100 W. Ferguson St.
Pharr, TX 78577
Ph: (956) 402-4911 x4447
kenneth.ennis@pharr-tx.gov

Quote Number: 106722
Quote Date: 8/27/2024
Expiration Date: 9/26/2024

Freeit Data Solutions, Inc.
P.O. Box 1572
Austin, TX 78767
PH: (800) 478-5161 / FAX: (888) 416-0471

Freeit Contact: Joe White
(216) 235-7816 Joe@freeitdata.com

Qty	Part Number	Description	Unit Price	Ext Price
Mark43 - 5yr Contract Term				
Subscription				
5	M43-SWSUBS	Mark43 Annual Software Subscription	\$489,868.59	\$2,449,342.95
	Analytics and Data Lake	ANA 1: Analytics BI Suite Viewer - 4 licenses ANA 2: Analytics BI Suite Explorer - 2 licenses DLK 1: Data Lake Base - 1 instance		
	CAD Modules	CAD 1: CAD Dispatcher/Call Taker - NTE 40 Telecommunicators CAD 2: LE First Responder - NTE 212 Total Sworn CAD 3: Fire First Responder - NTE 70 Fire Responders MOB-1-CAD: OnScene Mobile Application for CAD: ConnectCIC - NTE 282 Total Sworn		
	RMS Modules	Quantity: Not to exceed 140 total sworn Report Writing - Standard - NTE 5 report types Case Management Module-Standard - NTE 1 case type - Out of the box fields and configurations Property and Evidence Management Module - Standard - Out of the box fields and retention policies - configurable storage locations RMS 7: RMS Fillable PDFs MOB-1-RMS: OnScene Mobile Application for RMS RMS 11: Booking Module		
	Interface Maintenance	Custom Level 1 Interface Maintenance - NTE 7 interfaces Standard Level Interface Maintenance - NTE 4 interfaces		
	Partner	PAR 6: ConnictCIC State Only - NTE 140 Total Sworn		
	Incentive	Incentive for Initial Term Only: 2024 Project Kickoff		
Support				
1	Implementation:	Level 2 Implementation Level 2 Implementation Analytics Implementation Services	\$283,081.78	\$283,081.78
	Data Migration	Standard Cases/Investigations Migration		
	Interfaces	Standard Evidence Migration - Statewide Crash System - E99 (ANI/ALI) - First Due - Custom: Carbyne - Live Scan - ProQA - Evidence.com Body Camera - Custom: Mugshots - Custom: FlowMSP - Custom: First Arriving - Custom: In Code - Custom: AngelTrack - Custom:City Cameras		



Contract No: DIR-TSO-4229
TAX ID#: 27-2209002
Term: NET 30
FOB: Destination

City of Pharr
Kenneth L. Ennis
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Qty	Part Number	Description	Unit Price	Ext Price
	Project Management	Oversight - Dual Platform - 14		
	Other	Standard Training Package		
	Partner	PAR: Commsys Implementation		
	Incentive	One-Time Incentive: 2024 Project Kickoff		

List Total: \$3,867,431.95
DIR Discounted Total: \$3,809,420.46
Shipping and Tax not applicable: \$0.00
Additional Discount: (\$1,076,995.73)
Grand Total: \$2,732,424.73

Fee Schedule

Year 1 Payment, due on Effective Date Anniversary: \$100,000.00
Year 2 Payment, due on Effective Date Anniversary: \$600,000.00
Year 3 Payment, due on Effective Date Anniversary: \$677,474.91
Year 4 Payment, due on Effective Date Anniversary: \$677,474.91
Year 5 Payment, due on Effective Date Anniversary: \$677,474.91

Customer Signature of Acceptance **Date** **PO#**

By issuance of a PO, I acknowledge that I have the authority on behalf of my company to make purchasing decisions to order the items in this quote and to begin project initiation. This quote is subject to and will be governed by the Standard Terms and Conditions set forth by the State of Texas Department of Information Resources located at <https://dir.texas.gov/contracts/DIR-TSO-4229> and will govern our relationship and any PO issued in relation to this quote. Any and all competing or conflicting terms and conditions are hereby unconditionally rejected.

[Home](#) >

Contract Number

DIR-CPO-5330

Contract Start Date: **05/03/24** ⓘ

Contract Term Date: **05/03/26** ⓘ

Contract Expiration Date: **05/03/30** ⓘ

Vendor Information

[Freeit Data Solutions, Inc.](#)

Vendor ID: **1272209002**

HUB Type: **Non HUB** ⓘ

RFO: **DIR-CPO-TMP-570**

Contract Status: **Active**

VENDOR CONTACT:

[Dulari von Christierson](#) ↗

Phone: (408) 398-6640

Fax: (866) 895-7363

[Vendor Website](#) ↗

DIR CONTACT:

[Jeremiah Rodriguez](#) ↗

Phone: (737) 354-7016

Contract Overview

Freeit Data Solutions, Inc. provides Software COTS and Related Services through this contract. Freeit Data Solutions, Inc. offers Software and SaaS Solutions for the following brands but not limited to: Automox, Axonius, Cohesity, Cribl, Halcyon, Illumio, Milestone Systems, Recon Infosec, Reliaquest, SCADAfence, Varonis, and Mark43. In addition, Freeit Data Solutions Offers, Maintenance and Support, Implementation, Integration, Deployment, Training, and other related services. Freeit Data Solutions provides customers with Turnkey solutions that includes software, hardware, and Services. Customers can purchase directly through this DIR contract. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state. Resellers are not available for this contract.

Contract Details & Ordering Information

Products & Services

This contract offers the following products and services. Please contact the Vendor for the latest information.

- Software
- Technical Services

MORE INFORMATION

[Vendor Website](#) 

Visit this Vendor's website to view the latest product, service, and pricing information.

About File Formats

Some documents on this page are in the PDF format. Please download the [Adobe Reader](#) in order to view these documents.

Texas
Department of
Information
Resources

300 W. 15th Street
Suite 1300
Austin, TX 78701
512-475-4700

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Information Security

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SOFTWARE LICENSE AND SERVICES AGREEMENT

This Software License and Services Agreement (this "**Agreement**") is effective as of September 25, 2024 (the "**Effective Date**") by and between Mark43, Inc. ("**Mark43**"), with a place of business at 8 West 40th Street, 2nd Floor, New York, NY 10018, and the City of Pharr Public Safety Communications Department ("**Subscriber**"), with a place of business at 100 W. Ferguson Ave, Pharr, TX 78577.

WHEREAS, Mark43 was selected by Subscriber to provide certain software and services as further detailed herein;

WHEREAS, Freeit Data Solutions, Inc. ("**Reseller**") will resell the Software and Services to Subscriber pursuant to its agreement with the Texas Department of Information Resources (the "**Freeit DIR Contract**"); and

WHEREAS, this Agreement represents the terms pursuant to which Subscriber shall have the right to access and utilize the Software and Services;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. DEFINITIONS.

- 1.1 "**Affiliate**" means, with respect to any entity, any other entity who, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such entity. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.
- 1.2 "**Affiliated Agency**" means any other government agency to which Subscriber is legally or contractually bound to share information.
- 1.3 "**Applicable Law(s)**" means, with respect to any party, any federal, state or local statute, law, ordinance, rule, administrative interpretation, regulation, order, writ, injunction, directive, judgment, decree or other requirement of any international, federal, state or local court, administrative agency or commission or other governmental or regulatory authority or instrumentality, domestic or foreign, applicable to such party or any of its properties, assets or business operations.
- 1.4 "**Applications**" means the applications purchased by Subscriber as described in Schedule C.
- 1.5 "**Authorized Users**" means employees of Subscriber and any Affiliated Agency who are authorized to access and use the Applications through the applicable security designation(s), pursuant to which full or limited access to the applicable Applications may be granted.
- 1.6 "**Documentation**" means the knowledge base for the SaaS Services to which Subscriber will be granted access by Mark43.
- 1.7 "**Go Live**" means the date of cutover to each respective Mark43 Application.
- 1.8 "**Integrated Application**" means a third-party product, database or application requested by Subscriber and approved by Mark43 that will be installed, linked or enabled by Subscriber for use in connection with the SaaS Services (e.g. NCIC).
- 1.9 "**Integrated Application Data**" means all data, information, content and other materials stored on an Integrated Application.
- 1.10 "**Integrated Application Provider**" means any third party, including other vendors, state agencies and local agencies, that control products and/or databases with which Mark43 SaaS Services are to be interfaced.
- 1.11 "**Intellectual Property Rights**" means all intellectual and industrial property rights, whether now existing or existing in the future, including without limitation, (i) all patent rights, including any rights in pending patent applications and any related rights; (ii) all copyrights and other related rights throughout the world in works of authorship, including all registrations and applications therefor; (iii) all trademarks, service marks, trade dress or other proprietary trade designations, including all registrations and applications therefor (iv) all rights throughout the world to proprietary know-how, trade secrets and other confidential information, whether arising by law or pursuant to any contractual obligation of non-disclosure; and (v) all other rights covering industrial or intellectual property recognized in any jurisdiction.
- 1.12 "**Professional Services**" means any implementation, training, project management, consulting and other services (outside the scope of the Support Services) that are described in a Statement of Work.

- 1.13 **"SaaS Services"** means the Applications, Software, and related software-as-a-service, hosting, maintenance and/or support services made available by Mark43 for remote access and use by Subscriber, including any Documentation thereto.
- 1.14 **"Services"** means the services provided or required to be provided by or through Mark43, including without limitation, SaaS Services and Professional Services.
- 1.15 **"Software"** means the object code version of Mark43's computer software and all Updates made available by Mark43 to Subscriber under this Agreement.
- 1.16 **"Statement of Work"** means a detailed plan of work to be agreed by the Parties in conjunction with this Agreement.
- 1.17 **"Subscriber Data"** means all data, information, content and other materials transmitted by Subscriber or any Authorized User to the Applications (i) in their user accounts; and (ii) on any Integrated Application, excluding in all cases any Third-Party Data, any Mark43 data or any data provided by Subscriber or a third party to Mark43, or data extracted by Mark43 from third-party software at Subscriber's request, for data migration purposes.
- 1.18 **"Term"** means the Initial Term and any Renewal Terms.
- 1.19 **"Third-Party Component"** means a third-party application incorporated in, integrated with or accessed through the SaaS Services (e.g. a mapping provider).
- 1.20 **"Third-Party Data"** means any data, information, content and other materials made available by any third party, including without limitation through a Third-Party Component.
- 1.21 **"Updates"** means any and all new releases, new versions, patches and other updates for the SaaS Services that Mark43 makes generally available without additional charge to its other subscribers of the SaaS Services.
- 1.22 **"Website"** means any Internet website through which Mark43 provides the SaaS Services under this Agreement.
- 1.23 **"Work Product"** means all deliverables (whether or not specifically identified in a Statement of Work), materials, software, tools, data, inventions, works of authorship and other innovations of any kind that Mark43, or personnel working for or through Mark43, may make, conceive, develop or reduce to practice, alone or jointly with others, in the course of performing Professional Services or as a result of such Professional Services, whether or not eligible for patent, copyright, trademark, trade secret or other legal protection.

2. PROVISION OF THE SERVICES AND SOFTWARE.

- 2.1 **SaaS Services.** Subject to the terms of this Agreement, and during the Term, Mark43 hereby grants a non-exclusive, non-transferable, non-sublicensable license to Subscriber and its Authorized Users to access and use the SaaS Services through the Website for Subscriber's internal purposes and in accordance with the terms and conditions of this Agreement. Mark43 will be responsible for hosting the Website, and Subscriber and its Authorized Users will be responsible for obtaining internet connections and other third-party software, hardware and services necessary for it to access the Website through the internet, including as set forth at https://mark43.sharepoint.com/:w:/r/teams/Mark43SecureDocumentRepository/_layouts/15/Doc.aspx?sourcedoc=%7B7dfc30c3-ecf8-466e-8fcd-52814a8ee263%7D&action=view&wdAccPdf=0&wdparaid=620DEB60, which may be updated from time to time upon reasonable advance notice (email acceptable) to Subscriber. Subscriber will be responsible to Mark43 for compliance with the restrictions on use and other terms and conditions of this Agreement by any of its Authorized Users.
- 2.2 **Professional Services.** Mark43 will provide Professional Services in connection with the SaaS Services as further described on Schedule C and the Statement of Work. To the extent any Professional Services involve the development of any customization or configuration to the SaaS Services, all Intellectual Property Rights to such customization or configuration will be solely owned by Mark43 and will be deemed to be included in the definition of SaaS Services and licensed to Subscriber on the terms set forth herein.
- 2.3 **Access to Documentation.** Mark43 will provide Subscriber via the Website or other means with access to the Documentation, as may be updated from time to time. Subscriber may print copies of, use, and permit its Authorized Users to use, the Documentation solely in connection with the use of the SaaS Services.

- 2.4 **Support Services.** Subject to the terms and conditions of this Agreement, Mark43 will provide to Subscriber the support services detailed on Schedule A (the "**Support Services**").
- 2.5 **Restrictions on Use.** Subscriber and its Authorized Users will not (and will not permit any third party to): (i) share Subscriber's or any Authorized User's login credentials; (ii) reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code, underlying ideas, algorithms, file formats, or interface protocols of the SaaS Services or of any files contained in or generated by the SaaS Services; (iii) copy, modify, adapt or translate the SaaS Services or the Third-Party Data, or otherwise make any use, resell, distribute or sublicense the SaaS Services or the Third-Party Data other than in connection with this Agreement; (iv) make the SaaS Services available on a "service bureau" basis or allow any third parties to use the SaaS Services; (v) disclose the SaaS Services or any of its components to third parties; (vi) remove or modify any proprietary marking or restrictive legends placed on the SaaS Services or the Third-Party Data; (vii) use the SaaS Services or the Third-Party Data in violation of any Applicable Law; (viii) create or augment any mapping-related dataset (including a mapping or navigation dataset, business listings database, mailing list, or telemarketing list) for use in an implementation that is not connected to the Services; (ix) introduce into the Services any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature; (x) use the Services to post advertising or listings; (xi) use the Services to defame, abuse, harass, stalk, or threaten others; (xii) permit access or use of the Services by any individual outside the United States; (xiii) hide or obscure any Authorized User's location; (xiv) permit access or use of the Services, for any activities other than to enhance Subscriber's own services, where reliance solely on, or failure to use, the Services could lead to death, personal injury, or property damages. Subscriber and its Authorized Users will not access the SaaS Services if in direct competition with Mark43, and will not allow access to the SaaS Services by any party who is in direct competition with Mark43, except with Mark43's prior written consent. Subscriber shall comply with additional restrictions on use of the Services in accordance with the Third-Party Component Terms.
- 2.6 **Security Obligations.** Subscriber agrees it and its Authorized Users shall securely manage their respective password(s) for access to the SaaS Services. Subscriber agrees it shall notify Mark43 promptly in the event it becomes aware of any unauthorized access or use of the SaaS Services, or of any of its or its Authorized Users passwords or accounts. Unless expressly stated otherwise in this Agreement, a single username or password may not be used by more than one (1) Authorized User. In addition, Authorized Users may log into the SaaS Services from only one location at any given time; concurrent usage (or sign in) under a single username is prohibited, unless Subscriber has a business justification for concurrent usage, in which case Subscriber is responsible for providing approval for such usage to the applicable Authorized Users. Subscriber is responsible for all activities conducted within user accounts in use of the SaaS Services. Subscriber shall comply with all applicable local, state, federal and regional or other laws and regulations applicable in connection with use of the SaaS Services, including all those related to data privacy and the transmission of technical or personal data. Subscriber agrees to (a) provide true, accurate, current and complete registration data for each account it creates via the SaaS Services, and (b) maintain and promptly update the registration data to keep it true, accurate, current and complete.
- 2.7 **Changes to Services.** Mark43 may make changes and Updates to its Services, provided that it does not materially derogate the overall quality of the Services. Mark43 does not guarantee that the Services are or will remain compatible with any particular third-party software or equipment, and may, upon written notice, terminate its support for, any software or equipment of Subscriber that Mark43 determines are incompatible with the operation of the Services.
- 2.8 **Data Sharing.** Mark43 will allow Subscriber to grant other agencies specified levels of access to Subscriber Data pursuant to an executed data-sharing agreement between agencies, and with permissions subject to the parameters laid out in the relevant data-sharing agreement. Subscriber shall provide Mark43 with a copy of the executed data-sharing agreement prior to allowing any such data-sharing. As between Mark43 and Subscriber, Subscriber will be solely responsible for any liabilities that arise as a result of such data-sharing.

3. PROPRIETARY RIGHTS; SUBSCRIBER DATA.

- 3.1 **Ownership of Subscriber Data.** As between Mark43 and Subscriber, Subscriber owns the Subscriber Data. Mark43 will have, and Subscriber hereby grants and agrees to grant to Mark43, a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use the Subscriber Data to configure and/or provide the SaaS Services, Software, Support Services and Professional Services to Subscriber, and/or to prevent or address service or technical problems, in accordance with this Agreement and the Documentation, or otherwise in accordance with Subscriber's requests or instructions. Mark43 may also use Subscriber Data in anonymized and/or

aggregated form to develop analytics that may be used to provide products and services to Subscriber and/or to other Mark43 customers, provided that: (a) Mark43 makes available to Subscriber functionality and services based on anonymized data obtained from other Mark43 customers that are similar to the functionality and services provided to such other customers based on the anonymized data; and (b) Mark43 may not sell or offer for sale any Subscriber Data, whether in Subscriber identifiable, or anonymized and aggregated form. Mark43 shall comply with its obligations under all Applicable Laws in its provision of the Services and use of Subscriber Data.

- 3.2 **Ownership and Reservation of Rights to Mark43 Intellectual Property.** As between Mark43 and Subscriber, Mark43, its Affiliates and/or its licensors own all right, title and interest in and to the Services, Software, Work Product and all related technology and Intellectual Property Rights. Subject to the limited rights expressly granted hereunder, and except with respect to Third-Party Components, Mark43 reserves all rights, title and interest in and to the Services, Software, and Work Product, including all related technology and Intellectual Property Rights. No rights are granted to Subscriber hereunder other than as expressly set forth in this Agreement or as required by Applicable Law. Mark43 and Subscriber acknowledge and agree that the deliverables being provided by Mark43 hereunder are not "Work Product" as defined in Appendix A to the Freeit DIR Contract. Mark43 and Subscriber further acknowledge and agree that all intellectual property used by Mark43 to provide the Services and deliverables to Subscriber under this Agreement is "Successful Respondent IP" as defined in Appendix A to the Freeit DIR Contract.
- 3.3 **Subscriber Feedback.** Subscriber and its Authorized Users may elect to provide Mark43 with suggestions, enhancement requests, recommendations and other feedback concerning the SaaS Services, Software, Support Services or Professional Services (the "**Subscriber Feedback**"). Subscriber hereby assigns and agrees to assign all Subscriber Feedback to Mark43 without lien or encumbrance and agrees that Subscriber Feedback will be the sole property of Mark43 and that Mark43 may use Subscriber Feedback in its discretion without obligation to Subscriber. Mark43 has no obligation to make Subscriber Feedback an improvement. For the avoidance of doubt, Subscriber Feedback does not constitute Confidential Information of Subscriber hereunder.
- 3.4 **Usage Data.** Mark43 may collect certain information in connection with Subscriber's access to or use of the Services, such as access records, date and time stamps, transaction and activity records and system performance data ("**Usage Data**"). Mark43 may use Usage Data to deliver and manage its products and services, perform maintenance and support, and develop, test, analyze, and improve the Services and other Mark43 products and services, and generate statistical data about usage of its products and services. As between Mark43 and Subscriber, Mark43 owns the Usage Data.
- 3.5 **Data Security.** Terms applicable to the privacy and security of Subscriber Data are set forth in Mark43's data processing addendum set forth at <https://mark43.com/data-processing-addendum/>, which is incorporated herein by this reference, and which may be updated from time to time by Mark43, provided such updates do not materially degrade Mark43's data security obligations (the "**Data Processing Addendum**").

4. THIRD-PARTY COMPONENTS AND INTEGRATED APPLICATIONS.

- 4.1 **Third-Party Components.** Third-Party Components may be made available to Subscriber through the SaaS Services. In connection with the functionality provided by and/or through Third-Party Components, Subscriber hereby accepts and agrees to be bound by the terms and conditions set forth in Schedule B, which may be updated from time to time upon notice (email acceptable) to Subscriber (the "**Third-Party Component Terms**"). In the event of any inconsistency or conflict between the Third-Party Component Terms and the terms of this Agreement, the Third-Party Component Terms shall govern with respect to Subscriber's access to and use of the applicable Third-Party Component.
- 4.2 **Integrated Applications.** To the extent Subscriber installs, links to or enables any Integrated Application for use with the SaaS Services, Subscriber grants and agrees to grant (and will cause the applicable Integrated Application Provider to grant) to Mark43 permission to access, retrieve, view, store, copy, modify and process Integrated Application Data from Subscriber's existing account(s) on each such Integrated Application to the extent necessary to facilitate the interoperation of such Integrated Application with the SaaS Services. To the extent Subscriber requires an Integrated Application Provider's assistance to install, link to or enable any Integrated Application for use with the SaaS Services, Subscriber shall separately contract with each such Integrated Application Provider for any such assistance. In no event will Mark43 be responsible for any Integrated Application or Integrated Application Data, or for any failure of an Integrated Application to properly interoperate with the SaaS Services; provided, however, to the extent that Mark43

creates, pursuant to the Statement of Work, an interface for an Integrated Application hereunder, Mark43 shall be responsible for such interface only, subject to the terms and conditions of this Agreement and the applicable Statement of Work. Mark43 may at any time, in its sole reasonable discretion, including upon the request of an Integrated Application Provider or due to an actual or potential security threat, disable any connection between an Integrated Application and the Applications, and any access, retrieval and viewing of Integrated Application Data via the Applications. For the avoidance of doubt, Subscriber's access to and use of Integrated Applications and Integrated Application Data shall be subject to the terms and conditions of Subscriber's agreement(s) with the applicable Integrated Application Provider.

5. FEES AND PAYMENT TERMS.

- 5.1 **Fees for the Services.** Subscriber will pay the fees to Reseller as stated in Schedule D (the "Fees") attached hereto in accordance with the payment schedule set forth in Schedule D. All Fees due hereunder will be due and payable by Subscriber within thirty (30) days of the invoice date. All payments of Fees to Reseller are non-refundable. All amounts stated in this Agreement or on any invoice are in U.S. dollars, and all payments will be made in U.S. dollars. Reseller may modify the Fees for each Renewal Term (as defined below) by providing at least forty-five (45) days' written notice thereof prior to the expiration of the Initial Term (as defined below) or the then-current Renewal Term.
- 5.2 **Overdue Payments.** Any payment not received by Reseller from Subscriber by the due date shall accrue late charges at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by Applicable Law, whichever is lower, from the date such payment was due until the date paid.
- 5.3 **Taxes.** Subscriber will pay all taxes, including sales, use, excise, and other governmental fees, duties, and charges (and any penalties, interest, and other additions thereto) that are imposed on Reseller, Subscriber or Mark43 with respect to the transactions and payments under this Agreement (excluding taxes based on Mark43's income or employment) ("Indirect Taxes"). All Fees are exclusive of Indirect Taxes. If any such taxes are required to be withheld on any payment, Subscriber will pay such additional amounts as are necessary so that the net amount received by Reseller and Mark43 is equal to the amount then due and payable under this Agreement.

6. TERM AND TERMINATION.

6.1 Term.

- (a) **Initial Term.** The initial term of this Agreement begins on the Effective Date and will continue for the period set forth on Schedule C, unless and until terminated in accordance with Section 6.2 (the "Initial Term").
- (b) **Renewal Terms.** Upon expiration of the Initial Term or any Renewal Term, this Agreement will automatically renew for successive periods as set forth on Schedule C (each, a "Renewal Term") at the rates set forth on Schedule C, unless either party provides the other with written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term.

6.2 Termination; Suspension of Services.

- (a) **Termination for Breach by Either Party.** Either party may terminate this Agreement upon written notice to the other party, if the other party breaches a material term of this Agreement and such breach remains uncured for thirty (30) days after the other party's receipt of such notice.
- (b) **Termination for Non-Appropriation.** Subscriber's payment obligation under this Agreement extends only to funds appropriated annually by Subscriber or Subscriber's governing body for the purpose of this Agreement. For each succeeding fiscal period covered by this Agreement, Subscriber or other applicable agency or department responsible for this Agreement agrees to include in its budget request appropriations sufficient to cover the annual financial obligations under this Agreement. If Subscriber is appropriated insufficient funds to continue annual payments under this Agreement, Subscriber may terminate this Agreement by giving Mark43 not less than thirty (30) days' prior written notice. Upon termination under this paragraph, Reseller and Mark43 shall be entitled to compensation for all Services rendered prior to the effective termination date, plus any prepaid Fees, as well as reimbursement for reasonable costs actually incurred in closing out this Agreement.
- (c) **Suspension of Services.** To the extent permitted by Applicable Law, in addition to any other rights or remedies it may have under this Agreement or by Applicable Law, Mark43 may immediately

suspend provision of the Services without liability to Subscriber: (a) if Subscriber's account is more than sixty (60) days past due, until paid in full; (b) if Subscriber breaches Section 2.5 (Restrictions on Use) or Section 2.6 (Security Obligations); (c) to avoid harm or liability to Mark43, its Affiliates or its other customers, including in the case of denial of service attacks or other disruptions; or (d) if required by Applicable Law or requested by a governmental authority. Subscriber shall remain liable for any fees and other amounts payable under this Agreement during any period of suspension. Mark43 will use commercially reasonable efforts to restore Subscriber's rights to use and access those portions of the Services or accounts that gave rise to the suspension promptly after Subscriber has resolved the problem giving rise to the suspension.

- 6.3 Effect of Termination.** In the event of any termination or expiration of this Agreement,
- (a) Subscriber will pay Reseller all amounts payable hereunder as of the termination or expiration date;
 - (b) all rights and licenses granted hereunder to Subscriber (as well as all rights granted to any Authorized Users of Subscriber) will immediately cease, including but not limited to all use of the SaaS Services;
 - (c) Mark43 will provide Subscriber with a copy of Subscriber Data within ninety (90) days of the effective date of termination; and
 - (d) Subscriber will, upon written request of Mark43, either return to Mark43 or provide Mark43 with written certification of the destruction of, all documents, computer files and other materials containing any Confidential Information of Mark43 that are in Subscriber's possession or control.
- 6.4 Survival.** The following provisions will survive any termination or expiration of this Agreement: Section 3.1 ("Ownership of Subscriber Data"), Section 4 ("Third-Party Components and Integrated Applications"), Section 6.3 ("Effect of Termination"), Section 7 ("Confidentiality"), Section 8.3 ("Disclaimer"), Section 9 ("Limitation of Liability"), Section 10 ("Indemnification"), Section 11 ("Miscellaneous") and this Section 6.4 ("Survival").

7. CONFIDENTIALITY.

- 7.1 Definition of Confidential Information.** For the purposes of this Agreement, "**Confidential Information**" means: (a) with respect to Mark43, the SaaS Services, and any and all source code relating thereto, as well as Documentation and non-public information or material regarding Mark43's legal or business affairs, financing, customers, properties or data, and (b) with respect to Subscriber, any non-public information or material regarding Subscriber's legal or business affairs, financing, customers, properties or data. Notwithstanding any of the foregoing, Confidential Information does not include information which: (i) is or becomes public knowledge without any action by, or involvement of, the party to which the Confidential Information is disclosed (the "**Receiving Party**"); (ii) is documented as being known to the Receiving Party prior to its disclosure by the other party (the "**Disclosing Party**"); (iii) is independently developed by the Receiving Party without reference or access to the Confidential Information of the Disclosing Party and is so documented; or (iv) is obtained by the Receiving Party without restrictions on use or disclosure from a third person who did not receive it, directly or indirectly, from the disclosing party.
- 7.2 Use and Disclosure of Confidential Information.** The Receiving Party will, with respect to any Confidential Information disclosed by the Disclosing Party before or after the Effective Date: (i) use such Confidential Information only in connection with the Receiving Party's performance of this Agreement; (ii) subject to Section 7.4 below, restrict disclosure of such Confidential Information within the Receiving Party's organization to only those of the Receiving Party's employees and independent contractors who have a need to know such Confidential Information in connection with the Receiving Party's performance of this Agreement and (iii) except as provided herein, not disclose such Confidential Information to any third party unless authorized in writing by the Disclosing Party to do so.
- 7.3 Protection of Confidential Information.** The Receiving Party will protect the confidentiality of any Confidential Information disclosed by the Disclosing Party using at least the degree of care that it uses to protect its own confidential information (but no less than a reasonable degree of care).
- 7.4 Employee and Independent Contractor Compliance.** The Receiving Party will, prior to providing any employee or independent contractor access to any Confidential Information of the Disclosing Party, inform such employee or independent contractor of the confidential nature of such Confidential Information and require such employee or independent contractor to comply with the Receiving Party's obligations hereunder with respect to such Confidential Information.

- 7.5 **Compelled Disclosure.** A disclosure by one party of Confidential Information of the other party to the extent required by Applicable Law will not be considered a breach of this Agreement, provided the party so compelled promptly provides the other party with prior notice of such compelled disclosure (to the extent legally permitted) and provides reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure.
- 7.6 **Public Records.**
- (a) For purposes of this Section 7 (Confidentiality), the term "**Public Records Request**" shall mean any request for the disclosure of records pursuant to a state public records law or "sunshine" law, federal Freedom of Information Act or other comparable law.
 - (b) To the extent Subscriber is subject to a Public Records Request that seeks the disclosure of any information or materials provided by Mark43 to Subscriber prior to or during the Term (including without limitation this Agreement), Subscriber shall, prior to any disclosure, promptly notify Mark43 of such Public Records Request (to the extent legally permitted to do so) and provide reasonable assistance, at Mark43's cost, if Mark43 wishes to contest the disclosure. Subscriber shall also identify for Mark43 the information or materials it intends to disclose, and provide Mark43 at least ten (10) days to review prior to disclosure, or if such time is not available or permitted under Applicable Law, at least as much time as would be reasonable to allow Mark43 to meaningfully review and seek appropriate relief. For the avoidance of doubt, and without limiting the foregoing, Subscriber hereby acknowledges that Mark43 shall have no implicit or explicit obligation to challenge, oppose or defend against any request described herein.
- 7.7 **CJIS Standards; Employee Background Checks.**
- (a) Subscriber understands and agrees that Mark43 utilizes third-party vendors (each, a "**Hosting Provider**") to host the SaaS Services.
 - (b) Subscriber may request reasonable records from Mark43 from time to time to assess Mark43's adherence to requirements of the applicable CJIS Security Policy promulgated by the FBI. For the avoidance of doubt, Subscriber may need the consent of Hosting Provider to obtain any records or information from Hosting Provider.
 - (c) Subscriber will have the opportunity to run, at Subscriber's expense, reasonable background checks on Mark43 employees that will have direct access to Subscriber Data in Subscriber's production environment (such employees, the "**Covered Employees**"), provided that Mark43 may assume that a Covered Employee has been cleared by Subscriber if Mark43 does not receive an adverse response from Subscriber within thirty (30) days of a submission of a background check request.

8. REPRESENTATIONS AND WARRANTIES.

- 8.1 **Power and Authority.** Each party represents and warrants that it has the full right, power and authority to enter into this Agreement and to discharge its obligations hereunder and that the person signing this Agreement on behalf of the party has the authority to bind that party. Subscriber represents and warrants that it has obtained, and shall have, all necessary approvals, consents, and authorizations necessary for procurement under this Agreement and that its obligations under this Agreement do not, and shall not, exceed any budget authority limitations, during the Term of this Agreement.
- 8.2 **Services Warranty.**
- (a) Mark43 represents and warrants that the Applications and SaaS Services will be made available to Subscriber in accordance in all material respects with the Documentation. Subscriber's sole remedy and Mark43's sole obligation with respect to a breach of the foregoing warranty is for Mark43, through the Support Services, to use commercially reasonable efforts to remedy the breach within a commercially reasonable amount of time.
 - (b) Mark43 represents and warrants that the Professional Services will be provided in a professional manner and that for a period of thirty (30) days from Go Live (the "**Warranty Period**"), the Work Product will operate in material accordance with the specifications provided by Mark43 or otherwise agreed between the parties in writing (including in the applicable Statement of Work). Subscriber's sole remedy and Mark43's sole obligation with respect to a breach of the foregoing warranty is for Mark43 to use commercially reasonable efforts to work with Subscriber to resolve the issue causing such breach within a commercially reasonable amount of time. After the Warranty Period, if Subscriber experiences any issue with the Work Product, the parties must

enter into a new Statement of Work to address such issues at Mark43's then-current Professional Services pricing. For clarity, Mark43's Support Services do not apply to or provide support for any Professional Services or Work Product.

- 8.3 **Disclaimer.** USE OF THE APPLICATIONS AND SERVICES IS NOT, AND IS NOT INTENDED TO BE, A SUBSTITUTE FOR THE PROFESSIONAL JUDGMENT OF AUTHORIZED PARTIES, INCLUDING DISPATCHERS, LAW ENFORCEMENT OFFICERS, INVESTIGATORS OR FIRST RESPONDERS. THE APPLICATIONS AND SERVICES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND THE DATA PROVIDED BY MARK43 THEREIN (INCLUDING ANY THIRD-PARTY DATA) SHOULD NOT REPLACE OTHER EMERGENCY INFORMATION AND SHOULD NOT BE EXCLUSIVELY RELIED-UPON IN AN EMERGENCY SCENARIO. SUBSCRIBER SHALL BE RESPONSIBLE FOR ALL ITS OWN ACTIONS OR FAILURE TO ACT IN CONNECTION WITH THE APPLICATIONS AND SERVICES, INCLUDING WITH RESPECT TO COMPLIANCE WITH APPLICABLE LAWS, AND MARK43 ASSUMES NO RESPONSIBILITY OR RISK FOR SUBSCRIBER'S USE OR MISUSE OF, OR FAILURE TO USE, THE INFORMATION PROVIDED THROUGH THE APPLICATIONS AND SERVICES. SUBSCRIBER ACKNOWLEDGES THAT THE APPLICATIONS AND SERVICES DO NOT PROVIDE LEGAL ADVICE.

EXCEPT FOR THE LIMITED WARRANTIES PROVIDED BY MARK43 IN SECTIONS 8.1 AND 8.2, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MARK43 MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE APPLICATION. MARK43 DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR FREE OR UNINTERRUPTED OR THAT SUBSCRIBER DATA WILL BE SECURE OR NOT LOST OR DAMAGED. THE LIMITED WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO SUBSCRIBER IN CONNECTION WITH THE PROVISION OF THE SERVICES. MARK43 SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE ITS REASONABLE CONTROL, INCLUDING ANY HARM OR DAMAGES CAUSED BY ITS HOSTING PROVIDERS. MARK43 MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO ANY THIRD-PARTY DATA, THIRD-PARTY COMPONENT, INTEGRATED APPLICATION, OR ON BEHALF OF ANY INTEGRATED APPLICATION PROVIDER.

9. LIMITATION OF LIABILITY.

- 9.1 **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL MARK43'S (OR MARK43'S THIRD-PARTY LICENSORS') TOTAL AND AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE AGGREGATE AMOUNT OF FEES PAID BY SUBSCRIBER FOR THE SERVICES PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM ARISES. THE FOREGOING LIMITATION IS CUMULATIVE, WITH ALL PAYMENTS FOR CLAIMS OR DAMAGES BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT, AND THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THAT LIMIT.
- 9.2 **Exclusion of Damages.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, PERSONAL INJURY OR PROPERTY DAMAGES, HOWEVER CAUSED, OR FOR ANY LOST PROFITS, LOSS OF USE, LOSS OF DATA, COST OF DATA RECONSTRUCTION OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICES, SOFTWARE OR PROFESSIONAL SERVICES, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS OR SUBCONTRACTORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.
- 9.3 **Exceptions.** NOTWITHSTANDING THE FOREGOING, THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH IN SECTION 9.1 AND SECTION 9.2 SHALL NOT APPLY TO DAMAGES ARISING FROM EITHER PARTY'S INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT OR EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

10. INDEMNIFICATION.

- 10.1 Indemnification by Mark43.** Mark43 shall indemnify Subscriber, and its employees, officers, and directors against any third-party claim alleging that Subscriber's use of the Services in the form provided by Mark43 and when used in accordance with the Documentation and in compliance with this Agreement infringes that third party's U.S. copyright, U.S. patent issued as of the Effective Date, or U.S. trademark, and shall pay the amount of any adverse final judgment or settlement to which Mark43 consents. Mark43 shall have no obligation or liability under this Section 10.1 (Indemnification by Mark43) to the extent the third party claim arises from: (a) Subscriber's or its Affiliates' failure to incorporate a software or other update or upgrade made available by Mark43 that would have avoided the alleged infringement; (b) modification of the Services, any Application, Software or Hardware by anyone other than Mark43; (c) specifications, instructions, features, functions or designs or other elements provided by or requested by Subscriber or its Affiliates; (d) use of the Services, any Application or Software in combination with any other product, service, process or material not provided by Mark43 (including, without limitation, Integrated Applications, Third-Party Data and Subscriber Data); or (e) use of the Services, any Application or Software in a manner not contemplated by this Agreement. If the Services are (or Mark43 believes are likely to become) the subject of a claim for which Mark43 would be obligated to defend and indemnify pursuant to this Section 10.1, then Mark43 may, at its sole option, obtain for Subscriber the right to continue use of the Services or replace or modify the Services, as applicable, provided there is no material loss of functionality. If neither of the foregoing options is reasonably available to Mark43, in its judgment, then use of the Services may be terminated at the option of Mark43 and Mark43's sole liability will be to refund any prepaid fees for the Services applicable to periods following the effective date of termination. The remedies provided in this Section 10.1 (Indemnification by Mark43), are Subscriber's sole and exclusive remedies for any third-party claims of infringement or misappropriation of Intellectual Property Rights by the Services.
- 10.2 Indemnification by Subscriber.** To the extent consistent with Applicable Law, Subscriber shall indemnify Mark43, its Affiliates, and their respective employees, officers, and directors against any third-party claim arising out of or related to (a) Subscriber's breach of Section 2.5 (Restrictions on Use), Section 2.6 (Security Obligations) or Section 3.2 (Ownership and Reservation of Rights to Mark43 Intellectual Property); (b) Integrated Applications or Subscriber Data, including any third-party claim alleging that Subscriber Data infringes or misappropriates the rights of a third party or violates any Applicable Law, and shall pay the amount of any adverse final judgment or settlement to which Subscriber consents; and (c) Mark43's disabling a connection to an Integrated Application at Subscriber's request.
- 10.3 Procedures.** Each party shall give the other party prompt notice of any claim to which an indemnification obligation under this Section 10 (Indemnification) may apply and shall reasonably cooperate with the indemnifying party, at its expense, in the defense or settlement of any claim. An indemnifying party's payment obligations under this Section 10 (Indemnification) will be diminished to the extent that it is materially prejudiced by the indemnified party's non-compliance with the foregoing procedures.

11. MISCELLANEOUS.

- 11.1 Notices.** Unless otherwise specified herein, all notices and other communications between the parties required or permitted by this Agreement or by Applicable Law, will be deemed properly given, if given by (i) personal service, (ii) registered or certified mail, postage prepaid, return receipt requested, or (iii) nationally recognized private courier service, to the respective addresses of the parties set forth below or such other addresses as the respective parties may designate by like notice from time to time. Notices so given will be effective upon (a) receipt by the party to which notice is given; or (b) on the fifth (5th) business day following mailing, whichever occurs first:

If to Mark43:

Mark43, Inc.
8 West 40th Street
2nd Floor
New York, NY 10018
Attn: CFO
Email: steve.salberta@mark43.com

Copy to:

If to Subscriber:

City of Pharr
Public Safety Communications
Department
100 W. Ferguson St.
Pharr, TX 78577
Attn: Kenneth L. Ennis, Director
Email: kenneth.ennis@pharr-tx.gov

Mark43, Inc.
8 West 40th Street
2nd Floor
New York, NY 10018
Attn: General Counsel
Email: contractnotices@mark43.com

- 11.2 **Assignment.** Neither party may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior, written consent of the other party; provided, however, that a party may, without the consent of the other party, assign or otherwise transfer this Agreement to any of its Affiliates or to an entity with or into which it is merged or consolidated or to which it sells its stock or other equity interests or all or substantially all of its assets. Any assignment or other transfer in violation of this section will be null and void. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.
- 11.3 **Governing Law.** This Agreement will be governed by the internal laws of the state in which Subscriber is geographically located, and any disputes between the parties may be resolved in a state or federal court of competent jurisdiction within such state. EACH PARTY HEREBY WAIVES ANY RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY ACTION OR LITIGATION IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT.
- 11.4 **Dispute Resolution.** Prior to the initiation of any legal proceeding other than one for equitable relief as described in subsection (d) below, the parties shall first attempt to resolve their dispute informally, as follows:
- (a) Within five (5) business days following the written request of a party, designated individual(s) from Mark43 and Subscriber shall meet to resolve such dispute.
 - (b) The representatives referred to in paragraph (a) shall meet as often as the parties reasonably deem necessary in order to gather and furnish to the other all information with respect to the matter at issue that the parties believe to be appropriate and germane in connection with its resolution. The representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of formal legal proceedings. The specified format for the discussions will be left to the discretion of the designated representatives, but may include the preparation of agreed upon statements of fact or written statements of position.
 - (c) If the representatives referred to in paragraph (a) above are unable to resolve the dispute within thirty (30) business days after the dispute is escalated to them, then either party may escalate the dispute to the Chief Financial Officer or similar of Mark43 and the Chief or Sheriff or comparable Subscriber official, for their review and resolution.
 - (d) The provisions of this Section 11.4 shall not be construed to prevent a party from instituting, and a party is authorized to institute, judicial or other proceedings either to (i) seek injunctive relief or (ii) avoid the expiration of any applicable legal or contractual limitations period.
- 11.5 **Force Majeure.** Except with respect to failure to pay any amount due under this Agreement, nonperformance of either party will be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts that are not caused by or within the control of the nonperforming party, orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.
- 11.6 **No Waiver.** The failure of either party to enforce at any time for any period any provision hereof will not be construed to be a waiver of such provision or of the right of such party thereafter to enforce each such provision, nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver of any rights is to be charged against any party unless such waiver is in writing signed by an authorized representative of the party so charged.
- 11.7 **Amendment.** No modification, change or amendment to this Agreement shall be effective unless in writing signed by Subscriber and Mark43. No term included in any invoice, estimate, confirmation, acceptance, purchase order or any other similar document in connection with this Agreement will be effective unless expressly stated otherwise in a separate writing signed by Subscriber and Mark43.
- 11.8 **Relationship of the Parties.** The relationship of the parties established by this Agreement is that of independent contractors and nothing contained herein will be construed to (a) give any party any right or authority to create or assume any obligation of any kind on behalf of any other party or

(b) constitute the parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking.

- 11.9 **Subcontracting.** Mark43 may draw on the resources of (and subcontract to) its Affiliates and third-party contractors and subcontractors, within or outside of the United States (each, a "**Mark43 Vendor**") for internal, administrative and compliance purposes or in connection with the hosting or provision of the Service and other products and services to be provided by Mark43 pursuant to this Agreement. Subscriber agrees that Mark43 may provide information, data and materials that Mark43 receives in connection with this Agreement (including Subscriber Data) to the Mark43 Vendors for such purposes. Mark43 shall be permitted to subcontract its obligations under this Agreement to the Mark43 Vendors identified on Schedule C as "Subcontractors" or such other subcontractors as approved in advance by Subscriber (each, a "**Subcontractor**"). Mark43 shall be responsible in accordance with the terms of this Agreement for performance failures by such Subcontractors that cause Mark43 to breach its obligations under this Agreement.
- 11.10 **Severability.** Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction will, to the extent the economic benefits conferred thereby to the parties remain substantially unimpaired, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions or affecting the validity or enforceability of any of such terms or provisions in any other jurisdiction.
- 11.11 **Headings.** The titles and headings contained in this Agreement are for reference purposes only and shall not in any manner limit the construction or interpretation of this Agreement.
- 11.12 **Counterparts.** This Agreement may be executed, including by electronic signature, in two or more counterparts, each of which shall be an original and all such counterparts together shall constitute one and the same instrument. Electronically executed or electronically transmitted (including via facsimile transmission) signatures have the full force and effect of original signatures.
- 11.13 **Cumulative Remedies.** All remedies for breach of this Agreement are cumulative, and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 11.14 **Export Compliance.** In connection with this Agreement, each party will comply with all applicable import, re-import, export, and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the Office of Foreign Assets Control.
- 11.15 **Compliance with Laws.** Each party shall comply with all Applicable Laws relating or pertaining to the use of the Services. Subscriber shall ensure that its use of all Subscriber Data complies with all Applicable Laws relating to the privacy of third parties or the protection of their personal data promulgated by any governmental, municipal, or legal authority having jurisdiction over Subscriber or the Subscriber Data covered by this Agreement. Each party shall comply with local anti-bribery laws as well as the U.S. Foreign Corrupt Practices Act, as well as any other Applicable Laws and regulations. In connection with its performance under this Agreement, neither party shall directly or indirectly: (A) offer, pay, promise to pay, or authorize the payment of any money, gift or other thing of value to any person who is an official, agent, employee, or representative of any government or instrumentality thereof or to any candidate for political or political party office, or to any other person while knowing or having reason to believe that all or any portion of such money, gift or thing of value will be offered, given, or promised, directly or indirectly, to any such official, agent, employee, or representative of any government or political party, political party official or candidate; (B) offer, promise or give any person working for, or engaged by, the other party a financial or other advantage to (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity; or (C) request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement. Each party represents and warrants that it shall be responsible for compliance with this provision by all third parties engaged by it to perform services related to this Agreement and shall require that such third parties agree to comply with all legal requirements required of such party under this Agreement.
- 11.16 **Entire Agreement.** This Agreement supersedes all previous understandings, agreements and representations between the parties or any affiliates or agents thereof, written or oral, and constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and thereof and incorporates all representations, warranties, covenants, commitments and understandings on which they have relied in entering into this Agreement, and except as provided

for herein, neither party makes any covenant or other commitment concerning its future action nor does either party make any promises, representations, conditions, provisions or terms related thereto.

11.17 Supporting Documents.

The following documents are, by this reference, expressly incorporated into this Agreement and are collectively referred to herein as the "Supporting Documents:"

- Schedule A: Support Services and SLA
- Schedule B: Third-Party Component Terms
- Schedule C: Order Form

This Agreement and the Supporting Documents shall be construed to be mutually complementary and supplementary whenever possible. In the event of a conflict that cannot be resolved, the provisions of this Agreement itself shall control over any conflicting provisions in any of the Supporting Documents.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

MARK43, INC.

By: Steven Salberta
Steven Salberta (Sep 25, 2024 18:08 EDT)
Name: Steven Salberta
Title: Chief Financial Officer
Date: Sep 25, 2024

SUBSCRIBER

By: 
Name: Jonathan Flores
Title: City Manager
Date: 09 / 25 / 2024

SCHEDULE A

Support Services and SLA

1. Support Services.

a. Error Reporting

When reporting a failure of the SaaS Services to perform substantially in conformance with this Agreement (an “Error”), Subscriber shall use the phone number, email address, or Mark43 Support Portal URL identified in this Agreement (or otherwise provided to Subscriber by Mark43 from time to time, including by email) during the hours of support set forth herein.

Subscriber personnel submitting support requests must be reasonably trained in the use and functionality of the SaaS Services and familiar with this Agreement and, before submitting a support request to Mark43 hereunder, must use reasonable efforts to ensure a perceived Error is not due to a problem with Subscriber’s (or its other third-party providers’) equipment, systems, software or connectivity or due to improper, non-conforming or unauthorized use of the SaaS Services by or on behalf of Subscriber.

Subscriber will include with each support request, further detailed in subsection (d) below: (i) Subscriber’s initial assessment of the Response Priority (including identification of the Error and the approximate percentage of Authorized Users impacted); (ii) sufficient information to enable Mark43 to identify and replicate the Error; and (iii) contact information for Subscriber personnel familiar with the Error who will be available to Mark43 to assist with resolution of the Error on an ongoing basis until the Error is resolved.

b. Response Priority Determination

Mark43 will validate Subscriber’s Response Priority designation, or notify Subscriber of its Response Priority designation if it is different than Subscriber’s. If requested, Mark43 will provide Subscriber with the basis of its determination. In the event of a conflict regarding the appropriate Response Priority designation, each party shall promptly escalate such conflict for resolution by the parties’ management, during which time the parties shall continue to handle the support issue in accordance with the Mark43 Response Priority designation. In the rare case that a conflict requires a management discussion, both parties shall be available within one hour of the escalation.

c. First Response, Resolution, and Updates

Upon notification by Subscriber of an Error in accordance with this Schedule and subject to Mark43’s identification and replication of the Error, Mark43 will respond to each case in accordance with the First Response Times and Communication Commitments described in the charts below. First Response Time is the period from the time the Error was logged with the Mark43 Support Team until Mark43 responds to Subscriber (and escalates within Mark43, if appropriate). A first response is defined as a non-automatic means where an agent will reach out to gather additional details and may not include a solution or workaround. Because of the widely varying nature of issues, it is not possible to provide specific resolution commitments. Actual resolution time will depend on the nature of the case and the resolution itself. Resolution methods are defined below. A resolution may consist of a fix, workaround, delivery of information, or other commercially reasonable solutions to the issue.

d. Subscriber’s Obligations

Mark43’s provision of the support services described in this Schedule is subject to Subscriber cooperating fully and on a timely basis with reasonable requests of Mark43 for accurate information and access to Subscriber personnel with sufficient availability and knowledge to enable Mark43 to provide the support services, including accurate information and assistance reasonably required to detect, replicate, and correct Errors. In the event Mark43’s response, resolution, or update times are negatively impacted by delayed responses by Subscriber personnel or Subscriber’s failure to otherwise comply with its obligations under this Schedule, timeframes will be extended.

First Response Commitment

Red	Orange	Yellow
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1 hour 24/7	2 hours 8am - 8pm EST, 7 days	8 hours 8am - 8pm EST M-F
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Communication Commitment

	Red	Orange	Yellow
Status page updates	A status update will be posted as soon as Mark43 is notified and updated every 30 minutes thereafter until resolved.	n/a	n/a
Email/phone updates	After initial Mark43 response, within 1 hour of any additional Subscriber questions about the same issue until resolved.	After initial Mark43 response, within 1 business day of any additional Subscriber questions until issue is resolved. Subscriber will receive notification via email once the issue fix has been scheduled and again when the issue has been fixed.	After initial Mark43 response, within 2 business days of any additional Subscriber questions until issue is resolved. Subscriber will receive notification via email once the issue has been fixed.

Priority Definitions

- *Red* - An Error due to Mark43's systems that results in the inoperability or substantial impairment of a core function for the majority of Subscriber's Authorized Users, provided there is no feasible workaround. Examples include: Authorized Users cannot access the Application; CAD units cannot be dispatched; reports cannot be created.
- *Orange* - An Error due to Mark43's systems that results in the inoperability or substantial impairment of a critical workflow for the majority of Subscriber's Authorized Users, provided there is no feasible workaround. Examples include: significant lagging/slowness; inability to process persons in custody; inability to export reports or cases for same or next day court deadlines; inability to submit reports.
- *Yellow* - An Error due to Mark43's systems for which a reasonable workaround is available.
- *None* - There are a number of low-impact issues, how-to questions, and feature requests that do not fall into one of the categories above and are not subject to the outlined First Response or Communication Commitments.

Issue Escalation & Resolution Methods: Subscriber-reported issues are escalated within Mark43 by a well-defined internal process. Mark43 works to resolve issues based on the issue severity/impact, by employing one or more of the following methods:

- Providing Subscriber with a reasonable workaround
- Adjusting system/hosting configurations or setup
- Direct database modifications
- Releasing a fix out-of-cycle (patching)
- Releasing a fix as part of the regular release cycle
- Other commercially reasonable solution

Subscriber will be notified of status changes either through Mark43's status page and/or via email updates in a support ticket.

2. **Service Level Agreement.** Mark43 shall provide the Applications in accordance with the following service levels ("SLA").

- a. **Monthly Uptime Commitment.**

Following Go Live of the applicable In-Scope Application, Mark43 will use commercially reasonable efforts to make the In-Scope Application available with the Monthly Uptime Percentage corresponding to that Application (the "**Uptime Commitment**"), as follows:

- *RMS Application:* Mark43 will use commercially reasonable efforts to achieve a Monthly Uptime Percentage for the Mark43 RMS Application of no less than 99.90% in any calendar month.
- *CAD Application:* Mark43 will use commercially reasonable efforts to achieve a Monthly Uptime Percentage for the Mark43 CAD Application of no less than 99.95% in any calendar month.

For each In-Scope Application, the "Monthly Uptime Percentage" is calculated as set forth below by subtracting from one hundred percent (100%) the percentage of minutes during the month in which the In-Scope Application experienced Downtime.

Monthly Uptime Percentage = $(100) - ((\text{minutes of Downtime} * 100) / (\text{total minutes in month}))$

b. Service Credit Calculation.

Subject to the SLA Exclusions, if Mark43 does not achieve the Uptime Commitment in any given month due to Downtime, Subscriber may be eligible for credits as described herein (the "**Service Credits**"), as follows:

- *RMS Application:* If Mark43 does not achieve the Uptime Commitment for the RMS Application, Subscriber will (to the extent legally permitted) be eligible pursuant to the terms of this SLA to receive a credit equal to ten (10) times the amount paid for the RMS Application in respect of the period in which the actual RMS Downtime for the month exceeded the RMS Downtime allowable within the Uptime Commitment, up to a maximum credit of 25% of one month's subscription fee paid in consideration for the RMS Application, as illustrated here:

RMS Service Credit = $(10) * ((1/12) * \text{annual subscription fee}) * ((\% \text{ of Downtime}) - (0.10\%))$

- *CAD Application:* If Mark43 does not achieve the Uptime Commitment for the CAD Application, Subscriber will (to the extent legally permitted) be eligible pursuant to the terms of this SLA to receive a credit equal to ten (10) times the amount paid for the CAD Application in respect of the period in which the actual CAD Downtime for the month exceeded the CAD Downtime allowable within the Uptime Commitment, up to a maximum credit of 25% of one month's subscription fee paid in consideration for the CAD Application, as illustrated here:

CAD Service Credit = $(10) * ((1/12) * \text{annual subscription fee}) * ((\% \text{ of Downtime}) - (0.05\%))$

c. Requesting Service Credits.

In order to receive a Service Credit, Subscriber must notify Mark43 in writing at 250 Hudson Street, 3rd Floor, New York, NY 10013, Attn: Accounting, with a copy to accounting@mark43.com, or such other address provided by Mark43 from time to time, within fifteen (15) days following the end of the month in which the Downtime occurred. Claims must include the words "SLA Credit Request" in the subject line; the dates and times of each Downtime incident that Subscriber is claiming occurred; and any documentation to corroborate Subscriber's claim of Downtime, ensuring removal or redaction of any confidential or sensitive information in these logs. All claims are subject to review and verification by Mark43 prior to any Service Credits being granted. Mark43 will acknowledge requests for Service Credits within fifteen (15) business days of receipt and will inform Subscriber whether such claim request is approved or denied.

If Mark43 confirms that the Uptime Commitment has not been met in the applicable calendar month, Subscriber will be issued a Service Credit within one billing cycle following the month in which Subscriber's request is confirmed by Mark43. Subscriber's failure to provide the request and other information as required above will disqualify Subscriber from receiving a Service Credit. Service Credits will not entitle Subscriber to any refund or other payment from Mark43 and are non-transferable. The parties acknowledge and agree that Service Credits are intended as genuine pre-estimates of loss that may be suffered as a result of any failure to achieve Uptime Commitments and will not be deemed to be penalties. To the extent legally permitted, the issuance of a Service Credit by Mark43 hereunder is Subscriber's sole and exclusive remedy for any failure by Mark43 to satisfy the Uptime Commitment.

d. Additional Definitions.

"**Downtime**" with respect to any single In-Scope Application means time in which the Application is not accessible or available to Subscriber for reasons other than those resulting directly or indirectly from an SLA Exclusion. For the avoidance of doubt, slow performance does not constitute lack of accessibility or availability and shall not count as Downtime, unless there is a total loss of ability for the substantial majority

of Authorized Users to perform any one of the In-Scope Application Features so as to constitute a total loss of service of that Application, in each case in Mark43's reasonable discretion. The concurrent loss of service of two or more In-Scope Application Features within the same Application will count as a single Downtime event. At the end of each month, Mark43 adds "Downtime" periods together to calculate the overall monthly "Downtime."

"In-Scope Application" means the web-accessible Applications identified in subsection (a) above, provided that Subscriber has purchased a subscription for the Applications and signed a valid agreement with Mark43. Under no circumstance shall any reference to an Application that Subscriber has not purchased a subscription and signed an agreement for be construed to entitle Subscriber to use such Application. For the avoidance of doubt, In-Scope Applications do not include mobile versions or Applications that are in beta testing.

"In-Scope Application Features" means, in each case:

- For RMS Application: (i) the ability to login to the Mark43 RMS; (ii) the ability to view and edit reports and names, property, and vehicles; (iii) the ability to view and edit cases; and (iv) the ability to search for entities within the RMS.
- For CAD Application: (i) the ability to login to the Mark43 CAD; (ii) the ability to view / edit / clear events; (iii) the ability to view and edit units; (iv) the ability to search for CAD tickets; and (v) the ability to receive real-time updates when actively connected to an internet-enabled network.

"Monthly Uptime Percentage" has the meaning set forth in Section 2(a) of this SLA.

"Scheduled Maintenance" means scheduled work related to the Mark43 Application or the hosting environment, which may cause inaccessibility or unavailability of the Mark43 Application. Except as set forth below, Mark43 shall provide at least seven (7) days' advance notice of Scheduled Maintenance whenever practicable, and in no circumstances less than three (3) days' advance notice. In the event that Mark43 determines it is appropriate to perform emergency work related to the Mark43 Application or emergency work is performed related to the hosting environment, such work will be deemed Scheduled Maintenance, provided Mark43 uses reasonable efforts under the circumstances to provide Subscriber with notice at least twenty-four (24) hours prior to such emergency work. Notice of Scheduled Maintenance may be provided by email and, in the case of emergency work, may also be provided by telephone. The total amount of Scheduled Maintenance for the CAD Application shall not exceed sixty (60) minutes during any thirty (30)-day period.

- e. **SLA Exclusions.** The Uptime Commitment does not apply to any inaccessibility or unavailability of an Application (the **"SLA Exclusions"**):

- That is not an In-Scope Application;
- That occurs prior to Go Live;
- That results from Scheduled Maintenance;
- That results from a suspension or remedial action, as described in this Agreement;
- Caused by factors outside of Mark43's reasonable control, including any force majeure event, Internet access, or problems beyond the demarcation point of the Mark43 cloud environment;
- That results from actions or inactions of Subscriber or any third party;
- That is attributable to Subscriber's own computer equipment or devices, or failure of any software, hardware or service not supplied by Mark43 pursuant to this Agreement, including, without limitation, issues related to network connectivity, internet connectivity or network performance issues at any Subscriber locations, server downtime related to connectivity issues resulting from third-party-managed VPN access to a hosted server or Subscriber's internal network problems, or Software (including interfaces) that is not supplied or maintained by Mark43;
- That results from any Integrated Application, Third-Party Data, or any Subscriber-provided application or program; or
- That results from the failure by Subscriber, its Affiliates, or any Authorized User to incorporate a Software or Services update or upgrade made available by Mark43.

SCHEDULE B

Third-Party Component Terms

Google: Users are bound by the Google Maps/Google Earth Additional Terms of Service (including the Google Privacy Policy), available by following these links:

Google Maps Terms: https://maps.google.com/help/terms_maps.html

Google Privacy Policy: <https://policies.google.com/privacy?hl=en&gl=us>

Acceptable Use: https://enterprise.google.com/maps/terms/universal_aup.html

Esri: Users (as defined below) are bound by the following Esri Terms of Service:

To the extent permitted by applicable law, Environmental Systems Research Institute, Inc. ("Esri") and its licensors disclaim liability for any damages or loss of any kind, whether direct, special, indirect, incidental, or consequential, arising from the use of Esri's solution ("Esri Solution") including, but not limited to, liability for use of the Esri Solution in high-risk activities or liability related to any data supplied by Esri.

In the event of any termination of the Agreement, the end user of the Esri Solution ("User") shall (i) cease access and use of the Esri Solution and any data supplied by Esri, and (ii) clear any client-side data cache derived from the Esri Solution or any data supplied by Esri.

User will comply with all relevant export laws and regulations of the United States with respect to the Esri Solution, including, but not limited to, the Export Administration Regulations (EAR), International Traffic in Arms Regulations (ITAR); and the United States Department of Treasury, Office of Foreign Assets Control (OFAC) regulations, and User will not export, reexport, transfer, divert, use, or access, directly or indirectly, the Esri Solution in violation of any United States export laws and regulations.

User will provide Esri with information about User's export and distribution activities as may be required for Esri to meet its obligations under the United States export control laws and regulations.

User shall not remove or obscure any patent, copyright, trademark, proprietary rights notices, or legends contained in or affixed to the Esri Solution or any Esri materials, output, metadata file, or online or hard-copy attribution page of any data supplied by Esri.

Esri and its licensors disclaim all terms in any "click-through" agreements included with the Esri Solution. Esri and its licensors do not warrant that the Esri Solution or any data or materials supplied by Esri will meet User's needs or expectations; that the use thereof will be uninterrupted; or that all nonconformities can or will be corrected. Esri and its licensors are not inviting reliance on data in the Esri Solution, and User should always verify actual data in the Esri Solution. Any warranty offered by Mark43 for Mark43's solution the Services shall only apply between Mark43 and User. Esri does not offer any warranties or indemnities to User for the Esri Solution.

User shall not use the Esri Solution for any revenue-generating activities. The Esri Solution is for the internal use of User only.

User shall not use the Esri Solution independently from the Mark43 solution or in any other product or service.

User shall not store, cache, use, upload, distribute, or sublicense content provided through the Esri Solution in violation of Esri's or a third-party's rights, including intellectual property rights, privacy rights, nondiscrimination laws, export laws, or any other applicable law or regulation.

User's login credentials for the Esri Solution are for User only and may not be shared with other individuals."

Amazon:

Universal Service Terms: <https://aws.amazon.com/service-terms/>

Acceptable Use: <https://aws.amazon.com/aup/>

Auth0 (if elected):

Acceptable Use: <https://cdn.auth0.com/website/legal/files/aup-19.pdf>

RapidSOS (if elected): Subscriber must sign up and accept the terms contained within the following link:

<https://info.rapidsos.com/rapidsos-integrations-signup>

CommSys (if elected):

CommSys End User License Terms and Conditions

CommSys, Incorporated, an Ohio corporation ("CommSys") is the owner of certain components of the SaaS Services licensed to Subscriber and your Authorized Users (collectively, "you") by Mark43, Inc. ("Mark43") under an agreement between you and Mark43 (the "License Agreement").

As a condition to the license to use the CommSys Products (as defined below), and in addition to the restrictions on the scope and use of the license grants contained in the License Agreement, CommSys requires that all users agree that the CommSys Products are subject to the restrictions, terms and conditions set forth herein (the "CommSys Terms and Conditions"). In the event of any inconsistency or conflict between these CommSys Terms and Conditions and the terms of the License Agreement, these CommSys Terms and Conditions shall govern with respect to your use of the CommSys Products.

"CommSys Products" shall mean all products and programs of CommSys and all documentation related thereto, whether referred to as "software", "firmware" or otherwise, wherever resident on any media, and whether separately licensed, furnished as a part of equipment, or provided as a result of software services, and further may include programs and related documentation that are owned by third parties and distributed by CommSys under license from the owner thereof.

Your use of the CommSys Products pursuant to the License Agreement is subject to the following CommSys Terms and Conditions, and by using the CommSys Products, you hereby acknowledge and agree as follows:

- (a) All rights to use the CommSys Products are non-exclusive, non-transferable, and non-sublicensable, and shall terminate automatically without notice to you upon your failure to comply with any of the CommSys Terms and Conditions.
- (b) All confidential, proprietary, or trade secret information associated with the CommSys Products, including, but not limited to, all software programs, object code, source code, products, research, technical knowledge, specifications, and other data, is the confidential and proprietary information of CommSys (collectively, "Confidential Information"), and you shall abide by and maintain, and not remove, deface, or destroy, any proprietary markings on any of the CommSys Products or Confidential Information.
- (c) You may not make any copies of the CommSys Products or Confidential Information. You may use the CommSys Products only for the purposes of and strictly in accordance with the provisions of the License Agreement (as it pertains to the CommSys Products) and the CommSys Terms and Conditions, and you shall not otherwise use, disclose, convey, disseminate, transfer, or assign any of the CommSys Products or Confidential Information.
- (d) You may not, directly or indirectly: (i) sell, resell, or distribute the CommSys Products on a stand-alone basis, or other than as integrated in the SaaS Services; (ii) allow the CommSys Products to be used in conjunction with or launched from within any other product; (iii) re-brand, bundle, or re-label the CommSys Products, or use in any manner the CommSys Products with any other software or products; or (iv) use the CommSys Products for internal or third party production purposes or development of products or in violation of law.

- (e) You shall promptly notify Mark43 of any actual or suspected use or disclosure of the CommSys Products or Confidential Information and shall provide reasonable assistance in the investigation and prosecution of such uses or disclosures.
- (f) You shall destroy all CommSys Products and Confidential Information if: (i) you cease to use the CommSys Products; (ii) the License Agreement terminates; or (iii) your rights to use the CommSys Products is terminated.
- (g) You (including all of your employees, contractors, and affiliated persons) shall not, directly or indirectly, nor cause or allow any other person to: (i) modify or translate into any other format or language any portion of the CommSys Products or Confidential Information; (ii) use any Confidential Information to create any item which is substantially similar to, competitive with, or performs the functions of any of the CommSys Products; (iii) reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code for or other Confidential Information with respect to, any of the CommSys Products or Confidential Information; or (iv) modify, copy, reproduce, manufacture, adapt, create derivative works of, translate, localize, or port any of the CommSys Products or the Confidential Information, or allow any employee, representative, consultant, agent, or other third party to engage in such conduct.
- (h) You agree that any item resulting from any actions under (g) above shall be the sole and exclusive property of CommSys. You agree that all of the CommSys Products and Confidential Information are highly valuable to CommSys, and that any breach of the CommSys Terms and Conditions would severely damage CommSys, the extent of which damage would be difficult to ascertain, and therefore CommSys, as a third party beneficiary of these CommSys Terms and Conditions is entitled to seek, among other remedies, immediate injunctive and other equitable relief for any such breach.
- (i) Your use of the CommSys Products is subject to the compliance by Mark43 of its license from CommSys to use the CommSys Products. CommSys has the right to terminate or suspend the license of the CommSys Products to Mark43 upon the breach by Mark43 of the license in accordance with the terms of such license. Your rights to use the CommSys Products may be terminated or suspended without notice to you in the event of any breach by Mark43 of its license from CommSys or if such license is terminated for any reason. CommSys shall have no liability or obligation to you resulting from such suspension or termination of its license of the CommSys Products.

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SCHEDULE C

Order Form

1. **Services.** The Services covered by this Agreement consist of the following:

SaaS Services with respect to the following Applications per the SKUs noted in Section 5 below and the product descriptions set forth at <https://mark43.com/Mark43-Product-Catalogue>: Computer Aided Dispatch including OnScene Mobile for CAD, LE and Fire First Responder (CAD); Records Management System including Case Management, Evidence Management, OnScene for RMS, and Booking (RMS); and Analytics.

Professional Services as detailed in the Statement of Work.

2. **Subcontractors.** N/A
3. **Initial Term.** The Initial Term is the five (5) year period commencing on the Effective Date.
4. **Renewal Terms.** Any Renewal Terms shall be for a period of five (5) years.
5. **Fees.** Pricing for the Services is established by Reseller. The Fees for the Initial Term will be paid to Reseller for the Services and quantities set forth in the tables below:

Recurring Services:

<i>Mark43 SaaS Services – Recurring</i>	<i>Qty (if applicable)*</i>
ANA 1: Analytics BI Suite Viewer	Not to Exceed 4 license(s)
ANA 2: Analytics BI Suite Explorer	Not to Exceed 2 license(s)
DLK 1: Data Lake - Base	Not to Exceed 1 instance(s)
RMS-1-ST: RMS Reports Writing – STANDARD (not to exceed 5 report types)	Not to Exceed 140 total sworn
RMS-2-ST: Case Management – STANDARD (not to exceed 1 case type, standard fields and configurations)	Not to Exceed 140 total sworn
RMS-3-ST: Property and Evidence – STANDARD (standard fields and retention policies, configurable storage locations)	Not to Exceed 140 total sworn
RMS 7: RMS Fillable PDFs	Included
RMS 11: Booking Module	Not to Exceed 140 total sworn
MOB-1-RMS: OnScene Mobile Application for RMS	Not to Exceed 140 total sworn
CAD 1: CAD Dispatcher/Call-Taker	Not to Exceed 40 Telecommunicators
CAD 2: LE First Responder	Not to Exceed 212 total sworn
CAD 3: Fire First Responder	Not to Exceed 70 fire responder(s)
MOB-1-CAD: OnScene Mobile Application for CAD	Not to Exceed 282 total sworn
Incentive for Initial Term Only: 2024 Project Kickoff	Initial Term Only
<i>Partner Products – Recurring</i>	<i>Qty (if applicable)*</i>
PAR 6: ConnectCIC State Only	Site License for not to exceed 140 total sworn

<i>Mark43 Professional Services – Recurring</i>	Qty (if applicable)*
Custom Level 1 Interface Maintenance	7 interfaces
Standard Level Interface Maintenance	6 interfaces

*Increases in the Fees may be applied at any time during the Term if required quantities increase.

One-Time Services:

<i>Mark43 Professional Services – One-Time</i>	Qty (if applicable)
Implementation Tenant: provisioning environments for configuration, testing, and training during the implementation period (12 months)	1
Level 2 Implementation – CAD	1
Level 2 Implementation – RMS	1
Data Analytics Implementation Services	1
Oversight - Dual Platform - 14	1 package(s)
Standard Training Package	1 package(s)
Standard Cases/Investigations Migration	1 source(s)
Standard Evidence Migration	1 source(s)
Interface Development: Evidence.com	1 interface(s)
Interface Development: Carbyne	1 interface(s)
Interface Development: AngelTrack	1 interface(s)
Interface Development: ESO Firehouse/First Due	1 interface(s)
Interface Development: AFIS/Live Scan	1 interface(s)
Interface Development: Mugshots	1 interface(s)
Interface Development: Cris Crash	1 interface(s)
Interface Development: ANI/ALI	1 interface(s)
Interface Development: ProQA	1 interface(s)
Interface Development: Flow MSP	1 interface(s)
Interface Development: First Arriving	1 interface(s)
Interface Development: In Code	1 interface(s)
Interface Development: City Cameras	1 interface(s)
One-Time Incentive: 2024 Project Kickoff	One-Time incentive
<i>Partner Products/Services – One-Time</i>	Qty (if applicable)
PAR: CommSys Implementation	1

6. Payment Schedule.

- a. Initial Term: Subscriber will pay the Fees for the Services detailed in Section 5 above according to the following schedule during the Initial Term.

Year	Details of Payments and Due Dates	Amount Due
1	Year 1 Payment, due on October 15, 2024.	4% of total Initial Term Fees
2	Year 2 Payment, due on the first anniversary of the Effective Date.	21% of total Initial Term Fees

3	Year 3 Payment, due on the second anniversary of the Effective Date.	25% of total Initial Term Fees
4	Year 4 Payment, due on the third anniversary of the Effective Date.	25% of total Initial Term Fees
5	Year 5 Payment, due on the fourth anniversary of the Effective Date.	25% of total Initial Term Fees

- b. Renewal Term: Fees for any Renewal Term will be paid in full annually in advance on the relevant anniversary of the Effective Date.



MARK43

Statement of Work

City of Pharr

Public Safety Communications Department

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Statement of Work Overview

This Statement of Work ("SOW") outlines the Professional Services to be provided to the City of Pharr Public Safety Communications Department ("Subscriber") to assist with the setup, configuration and optimization of the Mark43 Applications in accordance with the Software License and Services Agreement ("SLSA") entered into by Mark43 and Subscriber in conjunction with this SOW. The Mark43 Project Team shall perform in accordance with this SOW, which shall be effective as of the Effective Date. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the SLSA.

Any changes to this document will be handled through a Change Order outlined in the Change Order Process section of this document. If a service is not listed in this document, it is not considered part of the project.

Scope of Services

Preparation and Planning

Project Setup

Description

Mark43 to provide overall project oversight for the services purchased.

€ Project Kickoff Activities ⌞ Welcome email ⌞ Kickoff Meeting ⌞ Customer Journey overview ⌞ SOW review ⌞ Project Team overview ⌞ Review Prerequisites ⌞ Review on-Site visits (if applicable) ⌞ Review meeting cadence ⌞ Escalation Process	€ Project Documentation / Ongoing Activities ○ Project Charter, Project Plan, and Key Milestones ○ Resource Scheduling ○ Weekly/bi-weekly project updates ○ Issue/Risk Management ○ Change Order Process € Validate Interface Scope (if applicable) € Validate Data Conversion Scope (if applicable)
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RMS - Admin: Technical Requirements

Description

Depending on which applications are in-scope, Mark43 will provide consultation on any technical requirements to set up the applications.

• Installation of in-scope Mark43 Applications on supported Mobile devices and laptops/desktops • SSO Configuration	• Barcode Printing for Evidence ⌞ Setup of Evidence Barcode Label Printers
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• Interfaces/Print Servers ⌘ 2 x Setup of Linux Server for Mark43 RMS Interface/Print Server ⌘ Interface Application Configuration	⌘ Migrations ⌘ Setup of AWS S3 Storage/Azure Cloud Storage for Migration ⌘ Setup of AWS S3 RDS/Azure Cloud RDS Instance
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CAD - Admin: Technical Requirements

Description

Depending on which applications or services are in-scope, Mark43 will provide Subscriber with consultation on any technical requirements to set up the applications.

⌘ Installation of in-scope Mark43 Applications on supported Mobile devices and laptops/desktops ⌘ Note: Subscriber must ensure that their hardware and software meet Mark43 requirements for mobile devices, MDTs and workstations • SSO Configuration • Interfaces/Print Servers ⌘ 2 x Setup of Linux Server for Mark43 RMS Interface/Print Server ⌘ Interface Application Configuration	• DEx Interface Deployment • Build Desktop Integration Services v2 Installer ⌘ Migrations ⌘ Setup of AWS S3 Storage/Azure Cloud Storage for Migration ⌘ Setup of AWS S3 RDS/Azure Cloud RDS Instance
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Workflow Design (Initial Application Setup)

Description

Mark43 will conduct a workflow discovery session, interviewing agency Subject Matter Experts either in-person or virtually, to better understand existing RMS/CAD workflows and how they will translate into the Mark43 RMS during the Configure and Validate phase.

Schedule and agenda for the Workflow Design week will be reviewed during Preparation and Planning phase.

Information gathered from the Workflow Design weeks will be used to help setup and configure the initial application.

Configure and Validate (Application Enablement)

Description

Once the initial application has been configured, Mark43 will provide baseline checklists for the following categories that can be used to validate configurations.

Parallel Processing can also be conducted by utilizing Mark43 RMS/CAD side-by-side with the Subscriber's legacy RMS/CAD system in order to ensure that Mark43 RMS/CAD is configured properly.

Mark43 will then modify or work with the Subscriber to modify the system prior to training.

Tenant Provisioning

Description

The table below outlines the tenants to be provisioned during the project to the Subscriber.

Tenant Type	Number of Tenants (Agencies)
Core Foundation Tenants (Training)	1 (Pharr PD)
Production Tenants	1 (Pharr PD)

The setup of a tenant includes the following configurations:

⌘ Tenant Setup ⌘ Subdomain (URL) ⌘ Tenant Status ⌘ Agency Information ⌘ Location Bias Settings	○ Login Background ○ Report Event Number (REN) Formatting ○ Compliance/DEX Settings ○ Upload Initial User List (Project SMEs)
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Tenant Notes:

- ⌘ Core foundation tenants are meant to serve as the environment where the applications and interfaces are configured, tested and validated.
 - ⌘ This is the environment that training will also take place in
- ⌘ Depending on scope, tenants used for data migration testing will be "cloned" from core foundation tenants.
- ⌘ Production tenants will be "cloned" from core foundation tenants
- ⌘ If DataLake is in-scope, provisioning can occur for both the core foundation tenant and the production tenant

RMS - Reports

Description

The review and configuration assistance of select reports fields, attributes, rules and settings of the Reports module in the RMS.

€ Determine Report Types to be Active/Enabled ⌞ Exact number to be determined based on agency workflows and product subscription € Configuration of specific Report Type Cards, Fields and Attributes ⌞ Dependant on Report Types that are Active/Enabled ⌞ Mark43 will provide a list of configurable cards, fields and attributes per Report Type € Compliance/Offense Code Upload ⌞ Mark43 will provide a list of configurable fields/attributes per code	€ Other Tools ⌞ Routing Labels ⌞ Society Profiles ⌞ Report Case Status € Default Settings for Each Report Type, including: ⌞ Name of the Report ⌞ Abbreviation ⌞ Display Title Format ⌞ Report History Settings ⌞ Levels of Approval ⌞ Creation Restriction Settings ⌞ Record ID / Number Sequence Formatting ○ User/Role Permissions • Workflow Routing Assistance for ReportApproval/Rejection
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RMS - Cases

Description

The review and configuration assistance of select reports fields, attributes, rules and settings of the Cases module in the RMS.

€ Case Type Settings, including: ⌞ Case Name ⌞ Default Assigned Investigator ⌞ Default Routing Unit ⌞ Default Supervisor ⌞ Default Case Status ⌞ Default Due Date ⌞ Default Case Tasks ⌞ Default User and Role Permissions	€ Case Statuses € Workflow Routing Assistance for Case Creation
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RMS - Evidence

Description

The review and configuration assistance of select reports fields, attributes, rules and settings of the Evidence module in the RMS.

✧ Property Card Configuration ✧ Retention Policies ✧ Disposition Approval Settings ✧ Storage Locations ✧ Drop-Off ✧ Temporary ✧ Permanent	✧ Chain of Custody Options ✧ Barcode Label Configuration ✧ Label Printer Setup ✧ Item Type Settings for Vehicles ✧ Release Timer Settings ✧ Review Evidence Exports to be Enabled
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RMS - Booking

Description

The review and configuration assistance of select reports fields, attributes, rules and settings of the Booking module in the RMS.

• Form Configuration for the following form types: ✧ Booking ✧ Release ✧ Personal Info ✧ Medical Questionnaire ✧ Other Forms TBD • Charge Code Configuration	• MNI Configuration ✧ Specification of the MNI RMS identifiers that need to show up in the Booking module (i.e. SID, NCIC Number) ✧ Specification of Booking number format and generation • Roles and Abilities
--	--

RMS - Admin: Setting Preferences

Description

The review and configuration assistance of select Administrative Settings within the RMS.

• Users, Roles and Abilities ✧ Default Roles ✧ Preferences for Abilities ✧ Upload Users • Permissions Configurations ✧ Report Types ✧ Additional Modules Enabled	• Other Admin Tools ✧ Routing Labels ✧ Export Presets ✧ Export Release Tracking ✧ Narrative Guides ✧ Uploading of Fillable PDFs (if applicable) ■ Fillable PDF creation or configuration not included ✧ Uploading of Form Templates
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	■ Template creation or configuration not included ⌘ Workflow Status Terminology (Draft, Rejected, Pending, Approved, Completed) ⌘ Global Saved Searches ⌘ External Links ⌘ Tasks
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RMS - Admin: GIS/Locations

Description

The review and configuration assistance of shapefile types and other location entities that can be uploaded into the RMS. It should be noted that many of these settings are not required for RMS only usage.

• Optional Shapefile Types ⌘ Subdivision Polygons ■ Examples: Beats, Sectors, Districts, Reporting Areas, Zones, Quadrants, etc. ⌘ Address Points ⌘ Street Centerlines	• Other Optional Location Entities ⌘ Location Aliases ⌘ Street Aliases ⌘ Location Cautions ⌘ ESRI Basemap Layers
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CAD - Dispatcher

Description

The review and configuration assistance of select reports fields, attributes, rules and settings of the Dispatcher Application in the CAD.

• Agency/Agency Code ○ Agency Name ○ Agency Abbreviation ○ Agency ORI ○ Agency Type (Police, Fire, EMS)	• Units/Unit Types ○ Unit Type Description ○ Unit Type Abbreviation ○ Unit Type ○ Units ■ Call Sign
---	--

○ Disposition Required to Close Events ○ Automatic Event Based REN ● Dispatch Area ● Radio Channels ○ Primary Radio Channel ○ Radio Channel Abbreviation ● Dispatch Group ● Calls for Service Types ○ Priorities Attributes ○ Risk Level Attributes ○ CFS Types ■ CFS Abbreviation/Code ■ CFS Description ■ Buffer Minutes ■ Priority ■ Event Origin (Emergency Call, Non-Emergency) ● Unit Statuses ○ Description ○ Abbreviation ● Unit Status Transitions ● Unit Timer ● Event Clearing Dispositions ○ Description ○ Abbreviation	■ Unit Type ■ Additional Unit Types ■ Equipment ■ Agency ■ Dispatch Area ■ Station ■ Is Member Required ■ Tag Number ● Shortcut Keys ○ Shortcut Command ○ Shortcut Key Combination ● Command Line ○ Command Abbreviation ○ Command Line Description ● On-View ○ Self-Initiate ● Workspaces & Queues ● Call Taker Stations ● Optional Configurations ○ Event Labels ○ Service Rotations ○ Messaging Groups ○ Contact List/Rolodex
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CAD - Additional Class (Fire)

Description

The review and configuration assistance of select reports fields, attributes, rules and settings of additional classes in the CAD (example: Fire).

● Fire Stations ● Response Plans ○ Resource Patterns ○ Run Order ○ Move Ups ● Combined Calls For Service ○ Priority ○ Event Origin	● Unit Statuses ○ Description ○ Abbreviation ● Unit Status Transitions
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CAD - First Responder

Description

The review and configuration assistance of select reports fields, attributes, rules and settings of the First Responder Application in the CAD.

• Self-Initiate ◦ CFS Types	• Shortcut Keys ◦ Shortcut Command ◦ Shortcut Key Combination
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CAD - Admin: Setting Preferences

Description

The review and configuration assistance of select Administrative Settings within the CAD.

• Users ◦ User Skill • Roles/Abilities	• CAD Preferences
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CAD - Admin: GIS/Locations

Description

The review and configuration assistance of shapefile types and other location entities that can be uploaded into the CAD.

• Optional Shapefile Types ◦ Subdivision Polygons ■ Examples: Beats, Sectors, Districts, Reporting Areas, Zones, Quadrants, etc. ◦ Address Points ◦ Street Centerlines	• Other Optional Location Entities ◦ Location Aliases ◦ Street Aliases ◦ Location Cautions ◦ ESRI Basemap Layers
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Mark43 Analytics Implementation

Description

A comprehensive implementation service that ensures customers are equipped to leverage Mark43 Analytics effectively. The following are in scope:

- ≠ 15 data visualization tiles, where a data visualization tile is a single query of available data, including:
 - Tables
 - Bar charts
 - Pie Charts
 - Maps
 - Single Statistic

- € Two, one-hour knowledge transfer sessions, focused on how to use features of the Analytics Module, such as creating/modifying a visualization, filtering data, and custom field calculations.

Training

Description

Mark43 offers RMS Train the Trainer sessions that can be performed on-site and/or virtually. Base training agendas and materials will be created and provided during the implementation.

RMS Training Hours/Days In-Scope	20 hours (up to 3 continuous days)
CAD Training Hours/Days In-Scope	20 hours (up to 3 continuous days)

Launch Prep and Support

Description

Mark43 to provide the Subscriber with a cutover plan to ensure a smooth transition, including launch support resources and triaging support issues. Post-launch, Mark43 will provide a clear framework to the Subscriber for communicating any issues encountered, both in the immediate and long term.

• Pre-Launch Planning • Cutover Checklist • Production Tenant Setup • Review Launch Support Plan and Triage Plan • Introduction to the Mark43 Customer Support Team • Launch Issue Tracker	• Launch Support ◦ In-Person or Virtual • Post-Launch Support ◦ Continued Support ◦ Issue Tracker Meeting
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Interfaces

3rd Party Interfaces

Description

Mark43 and Subscriber will perform the tasks required to design, develop, optimize, test and integrate the Mark43 Applications with third party systems listed below. Each interface will require its own Interface Scope Document once the project begins.

If through testing or functionality discussions it is determined that an interface is not possible, then the interface will be removed from the scope

Interface Name	Interface Level
Axon Evidence.com	1
Carbyne	1

Angel Track	3
ESO Firehouse/First Due	1
AFIS/Live Scan	1
Mugshots	2
Cris Crash	1
ANI/ALI	0
ProQA	2
Flow MSP	2
First Arriving	2
In Code	2
City Cameras	2

CAD - CJIS Systems Interface/DEX

Description

Mark43 will work with the Subscriber to coordinate a successful CJIS and Data Exchange (DEX) CAD implementation through a partnership with a 3rd party CJIS systems interface provider.

Note: The timing of this delivery

- Purchase and Setup of CJIS Systems Interface server. (Subscriber is responsible for fully supporting the hardware and Operating System software). <u>Hardware Requirements:</u> Mark43 will provide up to date documentation to the subscriber.	<u>Software Requirements:</u> Mark43 will provide up to date documentation to the subscriber.
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Data Migration

Description

Mark43 and Subscriber will perform the tasks required to migrate certain data from the legacy systems listed below.

Data Migration Type	Legacy System
Standard Reports/Cases/CAD Events	Tyler New World
Standard Evidence	Tyler New World

Project Close Out

Description

Mark43 Project Management will close out the project officially with the Subscriber, and transition the Subscriber to the Mark43 Customer Success team for ongoing support and operations.

- Project Close Out Meeting - Final Documentation Report	Transition to Customer Success
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Assumptions

- Mark43 is not responsible for configuring non-Mark43 products.
- Professional Services is limited to the Scope of Services of each offering purchased.
- Mark43 is not responsible for evaluating the Subscriber's current state practices, policies, or procedures for the purpose of process improvement or performance improvement.
- Professional Services within this Statement of Work will be delivered to Subscriber remotely unless agreed otherwise.
- When combining individual professional services offerings (Core Application Setup, Additional Reports and/or Modules, Interfaces, Data Migration and Training), there will be one (1) project management/preparation phase, one (1) application setup phase, one (1) enablement phase and one (1) launch phase.
- Creating agency specific forms or fillable PDFs to be generated from the application is not the responsibility of Mark43.
- Mark43 is not responsible for the codes (offenses, charges, etc) or compliance mappings that will be enabled and maintained in the system.
- After the application is initially set up, the Subscriber will be able to maintain the configuration of the tenant, including users, roles and abilities.
- All configurations and content mappings are based on Mark43 default configurations. Mark43 is not responsible for the re-purposing of any fields.
- Mark43 Professional Services team will determine which support tickets directly impact the Outcomes listed herein, and will manage and resolve support cases that prevent the Outcomes from being completed. Any support cases not directly impacting project Outcomes will be managed by Mark43 Customer Success and Support teams in accordance with Subscriber's agreement in place with Mark43.
- Remaining, open support cases will not keep this Statement of Work open as long as all Outcomes defined herein have been performed.
- Mark43 resources will not be responsible for updating Subscriber project tracking tools and systems.
- Mark43 resources will not be responsible for creating or maintaining any internal documentation for the Subscriber regarding use of the application.

Project Scope Exclusions

The following activities and responsibilities are excluded from the scope of the implementation:

- Implementation of products or delivery of services not included within this SOW or the SLSA.

- Evaluation of Subscriber's current state practices, policies, or procedures for the purpose of process improvement or performance improvement.
- Troubleshooting of any issues not related to Mark43 software, Mark43 development, or Mark43 interfaces, unless otherwise outlined.
- Interfacing, or integrating, from or to Mark43 from other systems or third parties other than those specified in this SOW or the SLSA.
- Installation of any non-Mark43 software, servers, workstations or any other hardware.
- Export of Mark43 data to other systems or third parties other than those specified in the SLSA.

Planned Schedule

For implementation activities related to the Mark43 product, the below schedule is anticipated in terms of engagements. Each engagement is typically scheduled for 3 consecutive business days.

Activity	RMS	CAD
Preparation and Planning	2	
Workflow Design (App Setup)	1	1
Configure and Validate (App Enablement)	2	2
Training	1	1
Launch Prep	1	1
Launch Support	1	1

Resourcing

- Mark43 will assign project resource(s) with the appropriate skills to deliver the Professional Services, including a project manager ("Mark43 Project Manager") to serve as a single point of contact for the administration and management of the project.
- Mark43 resources may be subject to change at any time throughout the project, where the Mark43 Project Manager will notify Subscriber as soon as practicable of any such changes.
- Remote Deployment Services must be scheduled in a minimum of four (4) hour blocks.
- In the event on-site delivery is agreed upon, those tasks identified to be performed on-site shall be at a deployment location mutually agreed to by the parties. On-site Deployment Services, if any, will be scheduled in a minimum of three (3) day blocks, where one (1) day equals eight (8) hours, subject to Subscriber's local business hours, unless otherwise agreed to by the parties.
- For any on-site visits, the Subscriber will be able to provide space and schedule the appropriate resources to attend any meetings.
- Mark43 resource(s) shall work within standard business hours and will adhere to Mark43's local office holiday schedule.
- Deployment Services shall not exceed 40 hours per week.
- Subscriber must provide a minimum of two (2) weeks advance written notice to reschedule Deployment Services. Such notice may be provided via e-mail to the Mark43 Project Manager.

Change Order Process

- A Change Order may be initiated by either party through the Change Order Request Form provided by Mark43.

- Either Project Manager may request a change by email to the other party's Project Manager and the two shall jointly review.
- Until a Change Order is either executed between Subscriber and Mark43 or attached to an additional Order, the Professional Services will continue in accordance with the latest agreed version of the Statement of Work.

Miscellaneous

- Upon Mark43's acceptance of an Order, Mark43 or representative thereof shall schedule a Project Kick-off Meeting where mutual agreements on staffing and project start date will be determined. Professional Services will not commence until the Subscriber prerequisites and Project Kick-off Meeting have been completed.
- Professional Services shall expire one (1) year from the date of the Order ("Expiration Date"), unless otherwise mutually agreed upon by the parties in writing. For clarity, Deployment Services not initiated or initiated but not completed by the Expiration Date shall expire.

Roles and Responsibilities

Note: Depending on scope, some of the following tables will not apply

Project Setup Activities	
Subscriber Responsibilities	Mark43 Responsibilities
• Prerequisites for Subscriber ◦ Identify key stakeholders (can be the same person) ■ Executive Sponsor ■ RMS Lead (if applicable) ■ CAD Lead (if applicable) ■ Interface Lead (if applicable) ■ Data Migration Lead (if applicable) ■ Technical Lead ■ Training Lead ■ Launch Support Lead ■ Project Manager • Although not mandatory, it is highly recommended that the subscriber also has their own internal project manager	• Kickoff Activities ◦ Welcome email ◦ Subscriber Kickoff Meeting ■ Mark43 Subscriber Journey Overview ■ Mark43 Professional Services Overview ◦ Statement of Work Review (In Scope / Out of Scope) ◦ Review of Mark43 Team, Subscriber Team and associated roles and responsibilities ◦ Review the Status of Pre-Requisites ■ Weekly check-ins until completed ◦ Review the On-Site Visit Schedule ◦ Establish project status meeting cadence ◦ Escalation Process ◦ Review future Training Activities • Project Documentation / Ongoing Activities

○ Set aside time for regularly scheduled project status meeting, typically weekly or bi-weekly ○ Set aside time for regularly scheduled application practice ○ Alert Mark43 to any dates that are of special interest or major significance	○ Project Charter, Project Plan, and Key Milestones ○ Resource Scheduling ○ Weekly/bi-weekly project updates ○ Issue/Risk Management ○ Change Order Process
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Initial Application Setup/Enablement Activities	
Subscriber Responsibilities	Mark43 Responsibilities
● Attend configuration sessions to setup the application with the relevant decision makers and SMEs ● If necessary, explain current operational practices and procedures ● Make final configuration selections for field names, attributes, rules and admin settings described above ● Complete any required templates to support the application setup ● Provide exports of requested legacy data to assist with configuration	● Host configuration sessions to setup the application ● Review and explain how fields, attributes, rules and admin settings described above can be configured ● Provide best practices to the Subscriber for application setup based on operational practices ● Assist Subscriber with initial configuration of fields, attributes, rules and admin settings described above ● Provide any required templates to support the application setup

GIS/Location Activities	
Subscriber Responsibilities	Mark43 Responsibilities
● Provide shapefile types and other location entities to Mark43 in the correct format ● Based on Mark43 review and feedback, update the necessary GIS/Locations data ● Ensure that the points or centerlines used for Location Entity templates are an exact text match with those provided in the shapefiles. ● An ESRI Map package containing all visual components (ie. Address Points, Centerline, Subdivisions, POIs, etc..)	● Provide Subscriber with prerequisites for shapefile types and other location entities ○ Review data for correct format ● Upload shapefiles/other location entity data into Mark43 tenant ● Review with Subscriber the GIS/Location data in the tenant ● Provide an overview and assist with initial set up of the ESRI basemap

Technical Requirement Activities	
Subscriber Responsibilities	Mark43 Responsibilities
• Setup 2 x Linux Server OS • Setup Evidence Label Printers • Ensure that their hardware and software meet Mark43 requirements for mobile devices, MDTs and workstations • Download CAD Dispatch Application and set install permissions • Download FR Application and set install permissions • Provide IDP (Identity Provider) configuration to Mark43 for SSO • Complete DEX Interface Deployment Questionnaire • Provide Mark43 with COM Ports and GPS Modem configuration • Provide Mark43 with public IP(s) that will access AWS S3 data • Provide Mark43 with VPN access for configurations	• Configure Linux Server for Mark43 RMS/CAD • Configure Evidence Print Service and tenant configurations for each Evidence Label printer • Provide link to CAD Dispatch Application and assist Subscriber with mass deployment • Provide link to FR Application and assist Subscriber with mass deployment • Configure Subscriber SSO access to Mark43's tenant • Configure the DEX interface and deploy to interface server • Build and test Desktop Integration Services, provide installer to the Subscriber • Configure AWS S3 and provide Subscriber with AWS S3 Credentials

Training Activities	
Subscriber Responsibilities	Mark43 Responsibilities
• Provide a training space to train individuals, e.g. computer lab, training room, and the like, for all scheduled training sessions. • The training space will need to be equipped with a projector so Mark43 personnel can use it to share their screen with the attendees. For all remote training sessions, the subscriber will need to supply speakers so the attendees can hear the session. • Internet connection and computers for trainees to use during training. • Subscriber will need to ensure that Chrome or Edge is installed on all	• Mark43 will provide access to our knowledge portal. • Mark43 will provide access to agency individuals to our Learning Management System (Mark43 Academy). • Mark43 will provide standardized training agendas, training worksheets, and scenarios to the subscriber. Note: Mark43 will not update these training materials after the determined go-live date. The Subscriber will need to do this on their own. • Mark43 will partner with the subscriber to solidify dates and times of all training sessions, including weekend and overnight training sessions.

computers as this is the preferred browser. • Each trainee attending the session will need their own computer station. • subscriber provides a participant roster to Mark43 no less than 2 weeks before on-site training begins. • Before training occurs, the subscriber must ensure all users have accounts and correct roles in the Mark43 system • Subscriber will need to ensure all trainees have logged in successfully to the appropriate Mark43 software. • For any additional training outside of what is defined within this SOW, the subscriber should follow the Change Control Process outlined in the Change Control section to request additional training services.	
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Launch Activities	
Subscriber Responsibilities	Mark43 Responsibilities
• Subscriber will communicate the details of launch in a timely manner • Subscriber will establish a process for managing and escalating issues during launch to the project team and communicate those to the wider stakeholders • Subscriber will provide adequate support for launch, inclusive of the identified super users • Subscriber will send the Launch Confirmation email to the Mark43 Project Manager to confirm they are live on Mark43 • Subscriber will escalate issues to the Mark43 project team for the first 30 days post launch • Subscriber will transition to escalating issues through Subscriber Support from 30 days post launch onward	• Mark43 will provide the Cutover Checklist to Subscriber • Mark43 will create and share the Support Plan for Launch & Beyond • Mark43 will create the Launch Issue Tracker • Mark43 will clone the Production tenant • Mark43 will provide contracted support for launch • Host weekly/bi-weekly Launch Issue Tracker review meeting • Mark43 will manage issues logged in the Launch Issue Tracker for up to 30 days post launch • Mark43 Customer Support will provide a transition call to the Subscriber for logging issues from 30 days post launch onward

CJIS Systems/DEx Interface Activities	
Subscriber Responsibilities	Mark43 Responsibilities
• Setup 2 x Linux Server OS • Setup Evidence Label Printers • Ensure that their hardware and software meet Mark43 requirements for mobile devices, MDTs and workstations • Download CAD Dispatch Application and set install permissions • Download FR Application and set install permissions • Provide IDP (Identity Provider) configuration to Mark43 for SSO • Complete DEx Interface Deployment Questionnaire • Provide Mark43 with COM Ports and GPS Modem configuration • Provide Mark43 with public IP(s) that will access AWS S3 data • Provide Mark43 with VPN access for configurations	• Configure Linux Server for Mark43 RMS/CAD • Configure Evidence Print Service and tenant configurations for each Evidence Label printer • Provide link to CAD Dispatch Application and assist Subscriber with mass deployment • Provide link to FR Application and assist Subscriber with mass deployment • Configure Subscriber SSO access to Mark43's tenant • Configure the DEx interface and deploy to interface server • Build and test Desktop Integration Services, provide installer to the Subscriber • Configure AWS S3 and provide Subscriber with AWS S3 Credentials

Data Migration Activities	
Subscriber Responsibilities	Mark43 Responsibilities
• Provide full unencrypted backups of legacy systems into Cloud Storage multiple times throughout the project • Provide DDL of legacy system where possible • Provide Report PDFs to Cloud Storage, as well as mapping file of PDFs to Report (if Report PDFs are required for the migration) • Provide Examples of legacy data when requested (ie. Report Examples, Chain of Custodies, etc.) • Provide Attachments and Mapping file in Cloud Storage for Mark43 • Participate in Mapping Sessions for Configurations within Mark43 • Participate in data migration meetings to discuss data migration and answer	• Provide Cloud Storage specific to Subscriber • Design and Execute Migration Scripts to transfer data from legacy system to Mark43 • Work with Subscriber on mapping efforts for configurations within Mark43 • Provide validation materials for test rounds of data migration • Provide status updates on the data migration, run meetings about data migration, and ask questions/give feedback of data going into Mark43 • Provide 3 test migration rounds to Subscriber of data migration. These will be used to test migration process and will be used to validate that migrated data is coming over correctly

data/technical questions • Provide a resource that is able to make decisions for the Subscriber in terms of data migrations • Active participant in data validation efforts, including providing records unit members and personnel resources. This includes reviewing test rounds of data migration, providing feedback on in scope data. • Participate in cutover discussion for final migration of data into Mark43 • Sign off on data migration into production tenant and validation of test rounds provided by Mark43 • Relay data migration issues to Mark43 within 30 day support window. • Should additional bug fixes be required after 30 days, additional implementation services can be purchased.	• Train Subscriber how to validate migrated data within provided test tenants. • Assist Subscriber in cut over process from legacy system into Mark43, including planning cut-over schedule to stop using the system. • Migrate data into Subscriber's Production tenant • During cutover, catch Subscriber's Production tenant up with recent changes/additions made to data between Final Migration and system cut-over • Provide 30 days of support on migration related issues and correct valid migration issues.
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Appendix

Data Migration - Reports

System: Tyler New World

The following legacy entities are in scope for migration into Mark43. Any Mark43 entities not listed will not be in scope

Users

- Legacy Users will be migrated as Mark43 Users. Mark43 Users will have the following key data elements migrated:
 - First Name
 - Middle Name
 - Last Name
 - Badge Number
 - Email Address

Basic Report Info

- Legacy Reports will be migrated as Mark43 Reports. Mark43 Reports will have the following Basic Event Info:
 - Created By (Report Owner)
 - Created Date
 - Reporting Event Number
 - Event Date (Event Start, Event End)
 - Reporting Officer

- Primary Agency
- Supplement Type/Report Description
 - Report Type data pertains to
 - Such as Offense, Supplement, Arrest, etc.
- Case Status
 - Case status will be migrated as Migration Closed
 - The parent attribute will be set to INACTIVE so that records do not show up as new reports
- Case Status Date
 - Date of the Migration
- Submitted By/Approved By/UCR Approved by
 - Defaulted to the Legacy Migration User
- Submitted Date
 - Date of the migration minus two minutes
- Approved Date
 - Date of the migration minus one minute
- UCR Approved Date
 - Date of the migration
- Filter(s): Only reports types that are being implemented during Mark43 implementation

Offense Code Descriptions

- Legacy Offense Codes will be migrated as Mark43 Routing Labels onto the Reports. Mark43 Routing Labels will have the following key details:
 - Plain Text name of Offense Code
 - 256 Character Display Value of Attribute
 - Abbreviation of Offense Code
 - 15 Character Abbreviation Value of Attribute

People/Organizations

- Legacy People/Organizations will be migrated as Mark43 People/Organizations. Mark43 People/Organizations will have the following key details
 - People
 - First Name
 - Middle Name
 - Last Name
 - Suffix
 - Date of Birth
 - Sex
 - Race
 - Ethnicity
 - SSN
 - FBI Number
 - State Id
 - Drivers License Number
 - Home Phone Number
 - Cell Phone Number
 - Work Phone Number

- Height
 - Weight
 - Eye Color
 - Hair Color
 - Involvement Type
 - Involvement Number
 - Home Address (1)
- Organization
 - Organization Name
 - Involvement Type
 - Involvement Number
 - Business Address (1)
- Note(s):
 - Home/Business Addresses will be migrated if the Locations Option was purchased
- Incomplete data set or unreliable formatting
 - Mark43 reserves the right to not bring over legacy Person information as Person Profile level data if one of the following scenarios is true:
 - If Legacy Name data doesn't meet Mark43 data requirements, Persons require at least a First Name and Last Name and Organizations require an Organization
 - **OR**
 - Legacy Name data doesn't maintain a reliable formatting, such as Legacy Persons First Name and Last Name are contained in one field and consistent data entry of order is not maintained thus reliable person profiles can not be built programmatically.
 - If either of these scenarios are true, Mark43 will bring over the Name data as a non-searchable legacy detail associated with the Report migrated.
 - This will also be the case for Item Owners and Vehicle Owners if the Item Option or Vehicle Option was purchased

Locations

- Legacy Locations will be migrated as Mark43 Locations. Mark43 Locations will have the following Basic Info:
 - Address Type
 - Address
 - Range
 - Latitude/Longitude
 - Cross Streets (Intersections)
 - Address Fields:
 - Street Number
 - Street Name
 - Subpremise
 - City
 - State
 - Zipcode
 - Latitude/Latitude Fields:
 - Longitude

- Latitude
- Cross Streets (Intersections) Fields:
 - Cross Street 1
 - Cross Street 2
 - City
 - State
 - Zipcode
- Filter(s):
 - Report Event Location is the only location in scope
 - If the Person/Organization Option was purchased, then Home/Business addresses are in scope
- Incomplete data set or unreliable formatting
 - Mark43 reserves the right to not bring over legacy Location information as Location level data if one of the following scenarios is true:
 - If Legacy Location data doesn't meet Mark43 data requirements, Addresses require at least a Street Number and Street Name, Ranges require at least a Range Name, Cross Streets require at least two Street Names, and Latitude/Longitude require at least valid Latitude and Longitude OR
 - Legacy Location data doesn't maintain a reliable formatting, such as Addresses are contained in one field and consistent data entry of order is not maintained thus reliable locations can not be built programmatically.
 - If either of these scenarios are true, Mark43 will bring over the Location data as a non-searchable legacy detail associated with the Report migrated
 - This will also be the case for Home/Business Address if the Person/Organization Option was purchased

Items

- Legacy Items will be migrated as Mark43 Items. Mark43 Items will have the following Basic Info:
 - Item Type
 - Item Description
 - Serial Number
 - Make
 - Model
 - Firearm Registration Number
 - Firearm Caliber
 - Status
 - Status Date
 - Quantity
 - Reason for Police Custody
- Note(s):
 - Item Owners are only in scope if the Person/Organization Option was purchased, then Item Owners are in Scope
- Default(s)
 - If no Item Type is present in the legacy system, required for Item Categories, are present and no mapping is done, all items will be defaulted to Items for Item Type
- Incomplete Data Set
 - Mark43 requires that all items have an Item Category. If there is an item without an

Item Category, it will be defaulted to a MIGRATED ITEM with an Item Type of Item

Vehicles

- Legacy Vehicles will be migrated as Mark43 Vehicles. Mark43 Vehicles will have the following Basic Info:
 - Make
 - Model
 - Item Type
 - Description
 - Color
 - Vehicle Year
 - VIN
 - License Plate
 - Status
 - Status Date
 - Reason for Police Custody
- Note(s):
 - Vehicle Owners are only in scope if the Person/Organization Option was purchased, then Item Owners are in Scope
- Default(s)
 - If no Item Type is present in the legacy system, required for Item Categories, are present and no mapping is done, all Vehicles will be defaulted to Vehicle for Item Type
- Incomplete Data Set
 - Mark43 requires that all items have an Item Category. If there is an item without an Item Category, it will be defaulted to a MIGRATED VEHICLE with an Item Type of Vehicle

Narrative

- Legacy Narratives will be migrated as Mark43 Narratives. Mark43 Narratives will have the following Basic Info:
 - Narrative

Provided Attachments

- Legacy Attachments will be migrated as Mark43 Attachments. Mark43 Attachments will have the following Basic Info:
 - Attachment File Name
 - Attachment Type
 - Attachment Description
 - Attachments
- Note(s):
 - Subscriber must either have database level connections between Attachments and Reports **OR** provide a mapping file between Attachment to Reports
 - Attachments to people are only available if the Person/Organization Option was purchased
 - Attachments to items are only available if the Items Option was purchased
 - Attachments to vehicles are only available if the Vehicles Option was purchased

Data Migration - Cases

The following legacy Case entities are in scope for migration into Mark43 as described below:

- Case Information
- Entity Permission
- Case Notes
- Case Types
- Attachments

Data Migration - CAD Events

The following 6 legacy CAD entities are in scope for migration into Mark43 as described below.
Data will be migrated to a Mark43 Report Type

- CAD Legacy Users
- CAD Locations
- CAD Events
- CAD Reports
- CAD People/Organizations
- CAD Vehicles

Data Migration - Evidence

System: Tyler New World

Users

- Legacy Users will be migrated as Mark43 Users. Mark43 Users will have the following key data elements migrated:
 - First Name
 - Middle Name
 - Last Name
 - Badge Number
 - Email Address

Evidence Items

- Data Elements for individual items
 - Associated Report Number
 - Legacy Barcode
 - Item Description
 - Item Type
 - Quantity
 - Reason for Police Custody
 - Current Storage Location
 - Chain of Custodies
 - Disposition Events

- Provided Attachments
 - See above

Note: Migrated data in Mark43 is not intended for audit purposes nor report submission to state and/or federal agencies such as NIBRS. Migrated data in Mark43 is not intended to be a full replacement of the source of truth of legacy data stored in the legacy system. Data quality issues in the legacy system and differences between the legacy and Mark43 data models introduce risk in using migrated data to meet these requirements

Deliveries

Mark43 will deliver **three** test rounds of the data migration, a production data migration, and a catch-up data migration. These test rounds are used to test the logic of the data migration, as well as confirm that data is accurately migrating into Mark43. The validation is a joint effort between the Subscriber and Mark43.

Requirements

Mark43 Data Migrations are active partnerships between the Subscriber and Mark43. This will require Technical Resources, Knowledge Experts, and Project Managers provided by the Subscriber. The Subscriber will also be in charge of providing full backups of the legacy system and all attachments that are slated for migration into Mark43.

Title	Mark43/Pharr SLSA + SOW
File name	2024.09.25_Mark43...pt_SLSA__SOW.pdf
Document ID	bc43952c127996288bb3f076aa2d31521e2730cc
Audit trail date format	MM / DD / YYYY
Status	Pending signature

Document History

SENT	09 / 25 / 2024 14:51:27 UTC	Sent for signature to Jonathan Flores (jonathan.flores@pharr-tx.gov) and Steve Salberta (steve.salberta@mark43.com) from legal@mark43.com IP: 136.226.19.80
VIEWED	09 / 25 / 2024 14:58:57 UTC	Viewed by Steve Salberta (steve.salberta@mark43.com) IP: 40.83.148.99
VIEWED	09 / 25 / 2024 20:35:46 UTC	Viewed by Jonathan Flores (jonathan.flores@pharr-tx.gov) IP: 104.255.96.3
SIGNED	09 / 25 / 2024 20:36:13 UTC	Signed by Jonathan Flores (jonathan.flores@pharr-tx.gov) IP: 104.255.96.3
INCOMPLETE	09 / 25 / 2024 20:36:13 UTC	This document has not been fully executed by all signers.

Mark43_Pharr_SLSA___SOW_Pharr Signed

Final Audit Report

2024-09-25

Created:	2024-09-25
By:	Hope Sims (hope.sims@mark43.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAazd2bfprleXI8hQLpFyXcOZgHSw63INL

"Mark43_Pharr_SLSA___SOW_Pharr Signed" History

-  Document created by Hope Sims (hope.sims@mark43.com)
2024-09-25 - 10:05:42 PM GMT
-  Document emailed to steve.salberta@mark43.com for signature
2024-09-25 - 10:07:18 PM GMT
-  Email viewed by steve.salberta@mark43.com
2024-09-25 - 10:08:05 PM GMT
-  Signer steve.salberta@mark43.com entered name at signing as Steven Salberta
2024-09-25 - 10:08:39 PM GMT
-  Document e-signed by Steven Salberta (steve.salberta@mark43.com)
Signature Date: 2024-09-25 - 10:08:41 PM GMT - Time Source: server
-  Agreement completed.
2024-09-25 - 10:08:41 PM GMT



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 10.B.

DATE SUBMITTED: February 26, 2025

MEETING DATE: March 3, 2025

FROM: Maritza Magallan, Contract Compliance Officer

DEPARTMENT: Purchasing

DIRECTOR: Mayra Gomez

Agenda Item: Consideration and action, if any, ratifying Lease Agreement with Waukesha-Pearce Industries, Inc. of Houston, Texas for the rental of Komatsu Gradall XL 3300-V (Purchasing Cooperative Buy Board Contract No. 685-22). **This item supports QL - Quality of Life.**

Classification: Regular

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

Issue: The City of Pharr Public Works Department is seeking approval to ratify the lease agreement executed with Waukesha-Pearce Industries, Inc. from Houston, TX for the rental of Komatsu Gradall XL 3300-V through Purchasing Cooperative Buy Board No. 685-22 in the amount of \$9,910 monthly. Agreement began in August 2024 and is currently on a month-to-month basis. Lease cost will exceed \$50,000 threshold within the fiscal year. - Project No. 2425-01-517-S13-01

Fiscal Consideration: Item was budgeted FY2024-25

Staff Recommendation: N/A

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maritza Magallan

Mayra Gomez

Luis Marin

Hilda Pedraza

Ricardo Rodriguez

Jamison Merrick

City Management Office

Created/Initiated - 2/26/2025

Approved - 2/26/2025

Approved - 2/26/2025

Approved - 2/28/2025

Approved - 2/28/2025

Approved - 2/28/2025

Final Approval - 2/28/2025



WAUKESHA-PEARCE INDUSTRIES, INC.

LEASE AGREEMENT

Send Invoice To	Name	Ship To	Name
	City of Pharr		City of Pharr
	Address		Address
	1901 N FIR ST		Military & Jackson Rd
	City, County, State, Zip		City, County, State, Zip
	Pharr, Hidalgo, Tx, 78577		Pharr, Hidalgo, Tx, 78577
Lessee PO, No.		Rental Start Date	Customer Contact
		08/23/2024	Luis Marin 956-402-4350
Lessee is		Via	
Proprietorship ☐ Corporation ☒ Partnership ☐		City of Pharr	

Waukesha-Pearce Industries, Inc. (Lessor) hereby agrees to lease the following described equipment (herein after referred to as the "Equipment") to the above described (Lessee) upon the terms and conditions stated herein.

DESCRIPTION OF LEASED EQUIPMENT

Komatsu	Gradall XL3300-V	3300000826	14.6
MAKE	MODEL AND SPECIFICATIONS	SERIAL NO.	HR. METER READING
NOTE: THERE WILL BE AN ADDITIONAL CHARGE FOR MACHINES EXCESSIVELY DIRTY. IE: TRACKS PACKED WITH MUD OR TRASH AS WELL AS DAMAGES OF ANY SORT TO THE MACHINE IE: SHEET METAL, RADIATOR PUNCTER, TRASH PACKED IN FINALS ETC. PLEASE RETURN MACHINE CLEAN - CAB, RADIATOR, BELLY PAN AND TRACKS CLEANED OF ANY DEBRIS			

PLACE OF USE: The Equipment will be used in

Hidalgo
(COUNTY)

TX
(STATE)

on (PROJECT & BOND #)

TERMS OF LEASE This lease is for an original term of TBD rental billings beginning on the date of delivery and continuing on an ongoing basis thereafter until the Equipment is returned at Lessee's expense to Lessor's above location, Lessor may, upon 15 days written notice to the Lessee terminate this Lease Agreement at any time after the original term, Lessee promises to pay Lessor billing period charges IN ADVANCE beginning with the date of delivery and cycle bills every 28 days, thereafter as follows

Rental Rate - Monthly	\$	SINGLE SHIFT	9910.00
Cost of carrying a loss damage waiver is 10% of the rental rate (\$5,000 Deductible)	\$		ON File
Insurance Valuation	\$	430,000.00	
Ins. Agent	PHONE		
MAIL ADDRESS	HET	.00217	
Sales Tax-State	6.25% Local	2.00% Total Sales Tax	\$
Diesel Surcharge (1.5%)			\$
Total Charges - Haul Not Included			\$
Haul Charges - Deliver to customer one way			\$

STANDARD RENTAL PERIOD/BILLING CALCULATION: The standard rental period is based upon a single shift of 8 hours a day, 40 hours a week, and 160 hours total based on a 4 week, 28 calendar day period. Credit for early return will be subject to recalculating the standard rental rate to a weekly rental rate which is 1/3 of the standard rental rate (Units returned after 21 calendar days will receive no credit). The daily rental rate is 1/9th of the standard rental rate. The lease period may only be extended by written agreement or negotiated new contract.

OVERTIME CHARGES: Lessee agrees to pay overtime hours at 1/160th of a 160 hour period. Overtime charges are pro-rated based on invoiced rate divided by the maximum hours allowed, multiplied by excess hours accumulated. Lessee agrees that the above lease is based on the use of the Equipment for one shift per day, or in any event not more than one hundred sixty (160) hours per rental billing period. If the Equipment is operated in excess of one hundred sixty (160) hours per rental billing period, then the overtime charge will be levied. Lessor will make no allowance for lost time due to weather or surface conditions or suspension of work.

NOTE

- (1) In the event Lessee elects to maintain its own insurance, the above insurance charge will be canceled on receipt by Lessor of a certificate of insurance signed by a duly authorized agent of the insuring company naming Lessor in the loss payable clause and insuring the Equipment for the full value against loss or damage by fire, extended coverage, theft, collision, vandalism, malicious destruction, and all other perils
- (2) In the event Lessee is tax exempt, the exemption certificate ☐ on file ☐ attached or direct pay permit is -
- (3) If any monthly charges payment is not paid within thirty (30) days after invoice date, Lessee promises to pay a late charge of up to and including the maximum allowed by law on and in addition to the agreed monthly charges

PURCHASE OPTION: If blank spaces in this section are not filled in, no purchase option exists

Lessee has the option to purchase within TBD days from the date hereof all equipment leased hereunder for a Purchase price of \$_____ adjusted as follows: _____% of the rental amounts paid will be credited toward the purchase price provided that the purchase option is exercised within _____ days from the start of the rental period. The purchase price shall be decreased by all amounts paid hereunder by Lessee and shall be increased by all applicable sales, use and property taxes or other assessments, license fees, non warranty repairs made by Lessor.

No option given hereunder shall be effective until the time of filing of properly complete UCC financing statements with the appropriate State and/or County authorities, If Lessee has complied with all terms and conditions of this Lease Agreement, this purchase option may be exercised by written notice of such exercise to Lessor and by cash payment in full of the adjusted purchase price to Lessor Upon such cash payment, Lessor will transfer title to the purchased item of equipment to Lessee This option is null and void if not exercised within the specified period

LESSEE HAS READ, UNDERSTANDS, AND ACKNOWLEDGES THAT THIS AGREEMENT IS ALSO SUBJECT TO THE TERMS AND CONDITIONS ON REVERSE SIDE HEREOF LESSEE ALSO ACKNOWLEDGES THE PREVENTIVE MAINTENANCE REQUIREMENTS IN ITEM 1 ON REVERSE SIDE AND AGREES TO ADDITIONAL CHARGES FOR FAILURE TO PERFORM SAME.

Accepted for Waukesha-Pearce Industries, Inc. Lessor	Lessee Acceptance
By <u>Omar Escobar</u>	X <u>Luis Marin</u>
Title <u>Sales Rep.</u>	Signature <u>Luis Marin</u>
Date <u>08/23/2024</u>	Title <u>Public Works Director</u>

WPI Sales Rep

Date _____

ADDITIONAL TERMS AND CONDITIONS

1 CARE AND CONDITION OF THE EQUIPMENT: Lessee acknowledges receipt of the Equipment in GOOD CONDITION. Lessee agrees to use said property in a careful and prudent manner, perform preventive maintenance service including lubrication and changes of oils and filters, replacement of ground engaging tools, replacement of cutting edges and/or teeth, and adjustments as required on a daily, weekly, monthly basis as dictated by job conditions and in accordance with manufacturer's recommendations. Lessee is further responsible for all tire damage above and beyond normal tire wear. Charges for tire damage and current tire replacement cost Lessee shall notify Lessor of any malfunction in the Equipment which cannot be repaired on job site or at Lessee's place of business. Lessee shall not deliver the Equipment to any repair shop other than Lessor's for repairs or servicing nor install any accessories on or make any alterations to the Equipment without first obtaining Lessor's written approval. Lessor shall have the right at all times to enter any job, building or location where the Equipment is being used for the purpose of inspection and Lessor reserves the privilege of removing the Equipment on twenty-four (24) hours' prior written notice if it is being overloaded or taxed beyond its operating capacity or in any manner abused, neglected or not properly maintained. Lessor assumes no liability for loss of time or damages on account of defect, inefficient operation of the Equipment, accident, repairs, strikes or delays in the delivery or removal of the Equipment. Lessee further agrees to use said property for the purpose recommended by the manufacturer thereof and further not to load same beyond the capacity recommended by the manufacturer. Further Lessee agrees that the Equipment will be used by safe, careful and competent personnel UPON THE TERMINATION OF THIS LEASE, LESSEE AGREES TO RETURN SAID PROPERTY TO THE LESSOR IN AS GOOD CONDITION AS RECEIVED, EXCLUDING NORMAL WEAR AND TEAR. UPON TERMINATION OF THIS LEASE AGREEMENT ANY DAMAGE, EXCESSIVE TIRE OR UNDERCARRIAGE WEAR WILL BE CHARGED TO LESSEE IN ADDITION TO NORMAL LEASE RATE AT THE NORMAL SHOP RATES.

2 WARRANTIES: Lessor makes no express warranties unless same appear in writing, are signed by Lessor and specifically refer to said equipment and to this Contract. NO WARRANTY IS MADE THAT THE EQUIPMENT WILL SUIT LESSEE'S PURPOSE, THE SELECTION OF THE EQUIPMENT HAVING BEEN MADE BY LESSEE; NOR ARE THERE ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE NOR ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION OF THE EQUIPMENT OR, IF NEW EQUIPMENT, BEYOND THE MANUFACTURER'S WARRANTY. UNDER NO CIRCUMSTANCES SHALL LESSOR BE LIABLE FOR LOSS OF USE, DOWN-TIME OR ANY OTHER CONSEQUENTIAL DAMAGES.

3 RETURN OF THE EQUIPMENT: Upon expiration of the terms of this Contract, or upon earlier termination by Lessor as herein provided, Lessor shall be entitled to immediate possession of the Equipment. Before returning the Equipment to Lessor, Lessee shall notify Lessor who will have a qualified representative inspect the Equipment at Lessee's job site in order to determine the existence of any damage beyond normal wear and tear in the absence of such prior notice to Lessor, Lessor's determination of damage beyond normal wear and tear upon recovery or receipt of the Equipment shall be binding on Lessee. Lessee shall be responsible for payment of all transportation, loading, unloading, storage and other delivery charges and expenses for the return of the Equipment to Lessor.

4. DAMAGE TO THE EQUIPMENT: Lessee shall assume liability and full responsibility for any damage (other than normal wear and tear) to or loss of the Equipment from the time it is shipped from Lessor's place of storage until it is returned thereto by Lessee. The phrase "normal wear and tear" as used in this Contract means wear or deterioration normally expected from operation of the Equipment and its components and parts while properly maintained and serviced and within the limitations of usage set forth in this document.

5. TAXES: Lessee shall pay all taxes, assessments, fees and penalties which may be levied or assessed on or in respect to the operation, leasing, renting, possession or use of the Equipment. Lessee shall provide, at its own expense, all permits and licenses necessary for the operation and use of the Equipment. Lessee shall comply with all laws, regulations, and ordinances applicable to the use, possession and operation of the Equipment, and shall indemnify, defend and hold Lessor harmless from any consequences of Lessee's noncompliance.

6. INSURANCE: Lessee, at its own expense, shall maintain in force adequate public liability insurance against bodily injury, death, and property damage resulting from the use or operation of the Equipment. If Lessor's physical damage insurance is not written, Lessee shall also keep the Equipment insured at its full replacement value against any loss or damage through accident, fire, weather condition, theft or malicious destruction. In addition, Lessee shall adequately insure the Equipment against any other insurable risks to which the Equipment is exposed and those, which Lessor may designate. All such policies shall be subject to Lessor's approval and shall be payable to or on behalf of Lessor and Lessee, as their interests appear. LESSEE SHALL DELIVER TO LESSOR CERTIFICATES OF SUCH INSURANCE. LESSEE AGREES TO INDEMNIFY, DEFEND AND HOLD LESSOR HARMLESS FROM ANY INJURY, DEATH OR PROPERTY DAMAGE RESULTING FROM LESSEE'S OPERATION OF THE EQUIPMENT, INCLUDING CLAIMS ARISING OUT OF LESSOR'S ALLEGED NEGLIGENCE. It is the Lessee's responsibility to maintain insurance from the point of delivery to point of return to Lessor.

7 OWNERSHIP: Title to the Equipment shall at all times remain vested in Lessor, Lessee shall not have any right or option to purchase the Equipment unless same is in writing on reverse side of this document. Lessor may finance the purchase price of the Equipment and in conjunction therewith grant a security interest to the seller of said equipment and its assigns. In the event of such financing, Lessee hereby acknowledges that its rights under this Lease Contract are subject and subordinate to the rights of the holder of any such security interest, Lessee further agrees that Lessor has the right to assign its rights under this Contract, and in the event of such assignment and receipt of notice thereof Lessee shall make its lease payments unconditionally directly to such assignee. Lessee shall not remove the Equipment from the County and State specified herein without the prior written consent of Lessor or its assignees. This Contract may not be altered or modified without the prior consent of such assignee. At Lessor's request, Lessee shall execute any financing statement, security agreement, subordination or similar instrument which Lessor deems is necessary to protect Lessor or is required by Lessor's assignee or mortgagee.

8 SUBLETTING or ASSIGNMENT: Lessee shall not assign this Contract nor sublease the Equipment nor allow others to use the Equipment nor release possession of the Equipment without prior written consent of Lessor or Lessor's assignee. Lessee, at its own expense, shall protect and defend Lessor, or Lessor's assignee, from the claims, liens and legal processes of creditors of Lessee and shall keep the Equipment free and clear from any such claims. The Equipment is and shall remain personal property.

9 DEFAULT: Misrepresentation or concealment by Lessee of any material fact relating to the Contract or Lessee's nonperformance of any of its obligations hereunder shall constitute a default. In addition, Lessee shall be deemed in default in the event bankruptcy, receivership or insolvency proceedings are instituted by or against Lessee or if Lessee enters into any assignment or arrangement for benefit of creditors or in any manner discontinues its business. Lessee shall also be deemed in default if in the opinion of Lessor the Equipment is being misused, abused, improperly maintained, wasted or allowed to deteriorate. Time is of the essence, and Lessee shall make all lease payments and other payments due hereunder. Failure to make any such payment when due shall constitute a default.

UPON LESSEE'S DEFAULT, LESSOR MAY TERMINATE THIS CONTRACT, WHEREUPON LESSEE'S RIGHT TO USE THE EQUIPMENT SHALL CEASE FORTHWITH, but Lessee shall remain liable to Lessor for all unpaid lease payments and other payments due hereunder for the balance of the minimum guaranteed term of this Contract or until the Equipment is returned to Lessor, whichever period is longer. In the event of such termination, Lessor may (1) Require Lessee to return the Equipment to Lessor's place of business at Lessee's expense or at any other place Lessor may reasonably direct Lessee to deliver the Equipment, or (2) Enter upon Lessee's premises or job site to take possession of the Equipment, AND LESSEE HEREBY SPECIFICALLY WAIVES ANY RIGHT OF COURT HEARING PRIOR TO SUCH REPOSSESSION. In the event of repossession, Lessee shall be liable to Lessor for all damages necessarily and reasonably incurred by Lessor in securing possession of the Equipment, including reasonable attorney's fees, and Lessor may release the Equipment to any third party upon such terms as Lessor shall determine. Lessor may proceed by appropriate court action to enforce performance by Lessee of the terms of this Contract, or to recover for the breach thereof. Lessor's rights hereunder are cumulative and not alternative. Lessor may waive any default or remedy without waiving any prior or subsequent default or remedy or without waiving any claim for damages.

10 DOCUMENTATION: Lessee agrees on demand to execute and deliver to Lessor such additional forms and documents (such as a Financing Statement, Request for information, and Request for Statement of Account) as may be reasonably required by Lessor to consummate this order when accepted.

11 PAYMENT OF MONIES: All lease payments and other sums of money payable by Lessee under the terms of this Lease as well as sums of money for parts and services for Lessee shall be due and payable at the location specified by the actual billing received from the Lessor in lawful money of the United States, and will be subject to a late charge of up to and including the maximum allowed by law after maturity until paid. Should any legal proceedings be instituted by Lessor to recover monies due and to become due hereunder Lessee shall pay a reasonable sum as attorney's fees.

12 NOTICE: This paragraph shall serve as notice that Waukesha-Pearce Industries, Inc. has assigned its rights to sell its rental equipment (as described herein) to North Star Deferred Exchange as part of an IRC Sec. 1031 exchange. This assignment has no effect on your rights or obligations hereunder.

13 CONSTITUTION OF AGREEMENT: This order, when accepted by the Lessor, shall constitute the entire agreement of the parties, and Lessee agrees that Lessor is not bound by any representative or terms made by any officer, agent or employee of Lessor relative to this transaction which are not embodied herein; and this order may be modified or rescinded only by a writing signed by both parties hereto.

14 LAWFUL ENFORCEMENT This lease shall be governed by and construed under the laws of the State of Texas.

Initials



Vendor Contract Information Summary

Vendor	Pearce Industries Inc dba Waukesha-Pearce LLC (WPI)
Contact	Sheila Adams
Phone	281-928-0469
Email	Sheila.adams@wpi.com
Vendor Website	energy.wpi.com
TIN	74-1892795
Address Line 1	12320 South Main
Vendor City	Houston
Vendor Zip	77035
Vendor State	TX
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net 30
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Best Way
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	Alabama, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming
Contract Name	Construction, Road and Bridge, and Other Related Equipment



Vendor Contract Information Summary

Contract No. 685-22

Effective 12/01/2022

Expiration 11/30/2025

Accepts RFQs Yes

Quote Reference Number 685-22