



HORIZON CITY

Incorporated 1988

**AGENDA
PUBLIC MEETING
SPECIAL CITY COUNCIL MEETING
THE TOWN OF HORIZON CITY, TEXAS
Tuesday, September 1, 2020, 6:30 PM**

Notice is hereby given that a Special City Council Meeting of the Town of Horizon City, Texas will be held on **Tuesday, September 1, 2020 at 6:30 PM** at Virtual Meeting, 15001 Darrington Road, Horizon City, TX 79928, at which time the following will be discussed and considered:

The Town Council and staff will participate in this meeting via videoconferencing or telephone conference. Members of the public may view the meeting online or by videoconferencing via the following:

To watch by videoconferencing:

<https://townofhorizoncity.my.webex.com/townofhorizoncity.my/j.php?MTID=m5d533a542f5e94d7eab809fd7ec98826>

Meeting number (access code): 126 029 3545

Meeting password: JDdmj37bQm8

- 1. Call to order; Pledge of Allegiance; Establishment of Quorum**
- 2. Open Forum:**

CONSENT AGENDA

All matters listed under the CONSENT AGENDA are considered routine and will be enacted in one motion. There will be no separate discussion of these items unless a member(s) of the City Council requests one or more items be removed from the CONSENT AGENDA to the REGULAR AGENDA for separate discussion and action prior to the City Council's vote to adopt the CONSENT AGENDA.

- | | |
|--|-----------|
| 3. Discussion and Action: | 4 |
| Mayor/Chief McConnell | |
| On a request to purchase a Proteus MX, 18 GHz Gigabit Ethernet Radio, from R.T.C., Inc., using the Region 19 Bid# 18-7278, at the cost of \$24,410.00. | |
| 4. Discussion and Action: | 6 |
| On the award of Informal Bid No. 2020-009PW for the installation of landscaping rock along a portion of the walk trail just north of 17018 Darrington Road to De La Paz Cleaning and Rental Service dba DLP Services in the amount of \$45,850.00. | |
| 5. Approval of Minutes from: | 18 |
| 8/11/2020 Regular City Council Meeting | |
| 6. Request to Excuse Absent Council Member: | |
| REGULAR AGENDA | |
| 7. Discussion and Action: | 24 |
| Mayor/Finance Director | |
| On an Interlocal Agreement with the City of El Paso for Public Health, Vector Control and Environmental Services for the Town of Horizon City and authorizing the Mayor to execute. Compensation for these services provided by the City of El Paso will be <u>\$176,987.00</u> for the FY 2020/2021 Contract. The term of the Agreement is September 1, 2020 through August 31, 2021. | |
| 8. PUBLIC HEARING: | 52 |

Mayor/Finance Director

Public Hearing on Adoption of the Fiscal Year 2020/2021 Budget: For the purpose of allowing the public to question and comment on the proposed Fiscal Year 2020/2021 Budget. Copies of the proposed budget are available for your review at the City Clerk's Office at the Town of Horizon City, 14999 Darrington Road, Horizon City, Texas between the hours of 8:00 am to 5:00 pm Monday through Friday and are available on the City's website.

9. Discussion and Action: 68

Mayor/CIP Manager

On Change Order #4 to the construction contract with Spartan Construction for Horizon Mesa Park Improvements Project, Solicitation No. CIP 2018-002 (103) and authorizing the Mayor to execute documents.

10. Discussion and Action: 76

Mayor/CIP Manager

On an update for Transit Oriented Development (TOD) and Tax Increment Reinvestment Zone (TIRZ).

11. Discussion: 78

Mayor/Finance Director

1st Reading of Ordinance No. 0255, Amendment No. 03, amending Ordinance 0255 adopting the Municipal Budget for the 2019-2020 Fiscal Year to allow for the budgeting and expenditure of Public Services funds for Transit Oriented Development Project and Tax Increment Reinvestment Zone Preliminary Planning services; and providing for Repealer and Severability clauses.

12. Discussion and Action: 83

Mayor/CIP Manager

On a professional services agreement with Huitt Zollars for TOD-TC/TIRZ for estimating and preliminary planning services.

13. Discussion and Action: 96

Mayor/CIP Manager

On the approval of a Resolution Declaring Expectation to Reimburse Expenditures with Proceeds of Future Debt related to municipal facilities and infrastructure improvements.

14. Discussion and Action: 98

Mayor

On a proposal to consider the closure of City Hall and Courts Administrative offices on December 28, 29 & 30, 2020.

15. Executive Session

The City Council of the Town of Horizon City may recess into EXECUTIVE SESSION pursuant to the Texas Government Code, Chapter 551, Subchapter D, under Article 551.071 – Consultation with Attorney; 551.072 – Deliberation Regarding Real Property; 551.073 – Deliberation Regarding Gifts and Donations; 551.074 – Personnel Matters; 551.076 – Deliberation Regarding Security Devices and 551.087 – Deliberation Regarding Economic Development Negotiations.

Adjournment:

Motion to Adjournment: _____ 2nd _____

Dated this

By: _____
Elvia Schuller, City Clerk

I, the undersigned authority, hereby certify that the above notice of the Special City Council Meeting of the Town of Horizon City, Texas is a correct copy of this notice, and that I posted this notice at least seventy-two (72) hours preceding the scheduled meeting at the City Hall Bulletin Boards of the Town of Horizon City, Texas on this by 5:00 p.m.

Agenda Removed: _____ Time _____ By _____

In compliance with the Americans with Disabilities Act, the Town of Horizon City will provide for reasonable accommodations for persons attending meetings. Requests for auxiliary aids and services must be made 48 hours prior to this meeting by calling the City Clerk at (915) 852-1046.

MEMORANDUM



TO: Mayor Mendoza and City Council Members

FROM: Police Chief Michael McConnell

DATE: August 25, 2020

RE: Request to Re-designate Funds – Replacement Licensed Microwave Radio Data Link

We request City Council to allow the police department to purchase a replacement Proteus MX18, 18 GHz Ethernet Radio system, including all parts, installation, and F.C.C. frequency coordination and licensing.

Background

The Police Department currently operates radio equipment on two different water towers in Horizon City, and additionally at the police department. We use those radio repeaters to provide for police communications within the city. All of the remotely operated equipment is currently connected by microwave data links to each other to form a network. One of those radio data links is an F.C.C. licensed 18 GHz system, while the older system is an unlicensed 5 GHz system. The low power unlicensed system is not protected against interference by other similar radio data links, which causes our radio system to become intermittent and unreliable. The FCC-licensed radio data link frequency is for our use only and has more output power, thus providing the necessary stability to maintain the backbone of our system.

When our communication system was first installed, there were no other unlicensed systems in the area to interfere, but with the growth of our community, the system has become unreliable, causing brief radio outages. We have made changes to our radio system to work around the weak link, but this is an issue that needs to be permanently addressed. We intend to replace the older low-power 5 GHz system with the 18 GHz high power system on our current radio tower and will be pointed at and operate in conjunction with the Ryderwood water tank.

This purchase does not require a budget amendment or additional funds as the dollars are currently in the police department's operational budget. R.T.C. (Radio Technologies & Communications) is a Motorola Solutions provider and has designed and maintained our radio equipment, and this quote uses the Region 19 Bid# 18-7278.

Discussion and action: On a request to purchase a Proteus MX, 18 GHz Gigabit Ethernet Radio, from R.T.C., Inc., using the Region 19 Bid# 18-7278, at the cost of \$24,410.00. (Mayor Mendoza and Chief McConnell)

"Providing Quality Service, Sales & Consultation to the Communications Industry"

PROPOSAL FOR: Horizon PD Chief McConnell	LOCATIONS 300 E. SUNSET RD. EL PASO TX 79922 254 E. SUNSET RD. EL PASO TX 79922 100 BLUE SKY LN. MESILLA PARK NM 88047 2714 GIRARD BLVD. NE ALBUQUERQUE NM 87107
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ITEM	QTY	MODEL NO.	DESCRIPTION	UNIT PRICE	TOTAL
1	2	J18NC2-006A-NNN-EXBL	Proteus MX, 18 GHz Gigabit Ethernet Radio, Non Protected, Split Mount, Licensed in 30 MHz License for 105 Mbps at 32QAM in 30 MHz Channel ICT, ICT12048-5AR, Power Supply, 120 Vac to 48 Vdc, 5 Amp, rack mount DC Power Supply Rackmount, ICT-RMK1	\$ 7,320.00	\$ 14,640.00
2	2	9900560-06	Antenna, 18 GHz, 2-Ft, Integrated includes cables, connectors, ground kits and surge protectors	\$ 1,590.00	\$ 3,180.00
3	1	FCC	Frequency Coordination & FCC Licensing Assistance	\$ 1,270.00	\$ 1,270.00
4	1	Labor	Installation and Optimization of Microwave	\$ 5,320.00	\$ 5,320.00
					\$ -
					\$ -
					\$ -
					\$ -
			Region 19 Bid # 18-7278		\$ -
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Prepared by: Mercy Borunda Date: 08/20/2020 Proposal Valid For: 30 DAYS Terms: NET 30 Accepted by: 20% restocking fee for returned items may apply. Applicable tax may not be included in this proposal.	Total Equipment Cost And Labor \$24,410.00 Freight N/C Sub Total Tax EXEMPT Total Due \$24,410.00 Down Payment Balance Due
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**TOWN OF HORIZON CITY
MEMORANDUM**

Date: August 28, 2020

To: Honorable Mayor and Members of City Council

From: Albert Valle, Public Works Director

SUBJECT: On the award of Informal Bid No. 2020-009PW for the installation of landscaping rock along a portion of the walk trail just north of 17018 Darrington Road to De La Paz Cleaning and Rental Service dba DLP Services in the amount of \$45,850.00.

Staff solicited bids for the installation of landscaping rock in August 2020 and opened sealed bids on August 21, 2020. The scope of work includes removing weeds and debris, application of herbicide and pesticide, the installation of a weed barrier and landscaping rock, and the re-mortaring the rock walls within the project limits (see scope of work). DLP Services was the sole contractor who responded to the solicitation and their bid is in the amount of \$45,850.00.

This work was budgeted in the Parks Capital Budget for \$45,000.00 and the \$850.00 will be covered through an administrative budget transfer from the Parks Rents-Equipment and Contract Labor accounts which have not been completely utilized this fiscal year.

After evaluation of the bid, and upon the recommendation of the Public Works Director, staff recommends award of the construction project to DLP Services as the lowest, responsive, responsible bidder, in the amount of \$45,850.00.

Attached for your review is the scope of work and the bid as submitted.

INVITATION TO BID

PROJECT: WALK TRAIL LANDSCAPING BID NO. 2020-009PW

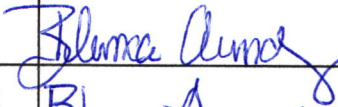


**TOWN OF
HORIZON CITY**

**Public Works Department
Location: Horizon City, Texas**

Submitted by:
DLP Services
William Hernandez
Contract Specialist
8402 Speedway Dr.
San Antonio, TX 78230
Tel: 833 422 2811
DUNS: 040957773
Cage Code: 74TM7

BIDDER INFORMATION SHEET

Company Name	De La Paz Cleaning and Rental Services, DBA DLP Services
Address	506 Griner St.
City, State, Zip	Del Rio, Texas 78840
Phone Number	(830) 422-2811
Fax Number	(830) 422-2894
Email Address	hector@dlp-services.net
Tax Identification Number	47-1621345
Signature of Authorized Agent	
Printed Name of Authorized Agent	Blanca Armendariz
Title	Salesperson
Date	8/21/2020

If the Bidder is a Corporation, the following Certificate should be executed:

I, _____, certify that I am the _____ Secretary of the corporation named as Bidder hereinabove; that _____, who signed the foregoing bid on behalf of the Bidder was then _____ of said corporation; that said proposal was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate Secretary Signature and Corporate Seal

BID SUMMARY

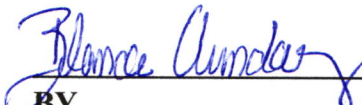
Total Bid \$45,850.00
(In Figures)

Total Bid Forty-five thousand eight hundred fifty dollars and no cents
(In Words)

Receipt is hereby acknowledged of the following addenda to the contract documents:

Addendum No. 1 dated _____	Received _____
Addendum No. 2 dated _____	Received _____
Addendum No. 3 dated _____	Received _____
Addendum No. 4 dated _____	Received _____
Addendum No. 5 dated _____	Received _____

De La Paz Cleaning and Rental Service
CONTRACTOR



BY

Salesperson

TITLE

Seal and Authorization
(if a corporation)

ATTEST:

ADDRESS

SECRETARY

TELEPHONE

BID FORM

	CAN YOU COMPLY?	
REQUIRED SPECIFICATIONS	YES	NO
Total Bid Price	\$45,850.00	

Note: Also complete bid summary with the total bid price in figures and in words.

EXCEPTIONS
None

CONTRACT TIME

Bidder agrees to commence work on a date to be specified in a written "Notice to Proceed" issued by the City. The Contract Time shall begin on the date to commence work specified in the Notice to Proceed and shall run for 45 working days additional CONSECUTIVE CALENDAR DAYS thereafter. Bidder shall Substantially Complete the project within 45 Working Days CONSECUTIVE CALENDAR DAYS after the date to commence work in the Notice to Proceed. Bidder agrees to pay, as liquidated damages, the sum as specified in the Special Conditions for each consecutive calendar day after the Contract Time.

STATE OF TEXAS)
)
COUNTY OF EL PASO)

CERTIFICATION OF NONCOLLUSION

The bidder, being sworn, deposes and says, De, the contractor submitting this bid and its agents, officers or employees have not directly or indirectly entered into any agreements, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or with any City official.

[Handwritten Signature]
Signature

Title Program Manager

SUBSCRIBED AND SWORN to before me by Blanca Armendariz on
this 21st day of August, 2020.

[Handwritten Signature]
Notary Public



5/27/24
My Commission Expires

DLP TECHNICAL CAPABILITIES

De La Paz Janitorial & Rental Services LLC (DLP Services) is a Del Rio, Texas-based, 8a Certified Janitorial/Custodial, Facility Maintenance, General Construction and Rental Services company. Founded by Gabriel De La Paz in 2008, DLP was built upon successful janitorial work in Del Rio. DLP expanded from Del Rio to El Paso to San Antonio by providing code-compliant janitorial, facility maintenance and construction support services to the US military. DLP has met demanding schedules on a consistent basis and has provided services to federal, state, county and local

customers on hundreds of acres and millions of square feet.

DLP's Mission is to exceed customer expectations on every project, create a spotless, healthy office environment that allows occupants to focus on their work, eliminate cleaning and maintenance concerns by partnering to support customer goals, and to become the premiere facility maintenance and janitorial services business throughout United States. The key to our quality services is our dedicated and responsive staff that make the customer Priority



DLP Services seeks to exceed customer expectations and always provides a neat, clean, orderly, code-compliant appearance at all facilities. We supply janitorial/ custodial, facility management, groundskeeping and construction services.

- DLP Services**
- Facility Maintenance
- Grounds Maintenance
- Janitorial Services
- Custodial Services
- Floor Buffing & Maintenance
- Window Cleaning
- HVAC, Electrical, Plumbing
- Concrete Work
- Fiber/ LAN/ WAN
- General Construction**
- Building Remodel
- Design Build
- HVAC, Electrical, Plumbing
- Painting
- Rough Carpentry
- Demolition
- Concrete Work
- Construction Cleanup
- Fiber / LAN / WAN
- DLP Janitorial Store**
- Janitorial Supplies
- Janitorial Equipment
- Floor Maintenance
- Equipment & Supplies
- Paper Products

Number-One

**DLP's Mission:
Exceed Customer Expectations
on every Project!**

DLP's SBA Reference for Government Business
Government Business POC: Eric Spencer
 (210) 403-5940 Eric.Spencer@sba.gov
 615 E. Houston St.. Suite 298 San Antonio, TX



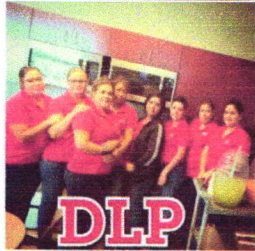
DLP offers a complete line of janitorial and cleaning supplies for industrial & commercial needs.

Corporate Office 830-422 -2811 506 Griner St.	El Paso Office 915-283-4000 8630 Boeing Dr. El Paso, TX 79925	San Antonio Office 833 - 422 2811 8402 Speedway Dr San Antonio, TX 78258	Eagle Pass Office 833 - 422 2811 2149 Del Rio Blvd Eagle Pass, TX 78852	Laredo Office 833 - 422 2811 262 W Calton Rd Laredo, TX
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Proactive Management, Qualified Staff, Culture of Success



DLP has built its stellar reputation on integrity. We partner with our customers to meet schedules and budgets, screen all employees for security, and reward staff for quality services and educational achievements.



Management & Teamwork: DLP offers trained and prepared personnel that have performed similar project services, and that are experienced in accomplishing assigned tasks. We understand and address necessary and essential issues ahead of time, such as security clearances for staff, and the ability to meet a ‘workload surge’ and increase staff at a moment’s notice. Most importantly, DLP strives to integrate its workforce into the customer’s team. We are team players and offer customers our services as a loyal partner to perform code-compliant services, help accomplish customer plans, and meet customer goals.



Qualified Workforce: DLP relies on its workforce to meet the challenges presented with each new project. Therefore, DLP management prioritizes recruitment of dedicated, dependable, qualified staff. We search recruitmilitary.com and similar sites to give former servicemen and women opportunities for employment. DLP has the resources ready for any call to duty.

Positive Company Culture: DLP has developed a company culture that boosts job performance and morale. DLP professionals are encouraged and supported by management to broaden their knowledge and improve their individual skills through higher education and certification courses. This positions them to take on increased responsibility, based upon new knowledge gained. It also enables DLP to meet both basic and additional customer needs, and to guarantee that DLP can exceed customer expectations.

DLP management prioritizes recruitment of dedicated, dependable, qualified staff. DLP has the resources ready for any call to duty.

NAICS Codes
561210 Facility Support Services
561720 Janitorial Service
561730 Landscaping Services
561740 Carpet & Upholstery Cleaning
236115 Construction Single Family Home
236116 Construction Multi Family Home
236117 New Housing Operative Building
236218 Residential Remodelers
236210 Industrial Building Construction
236220 Construction

Rental Services
Skyjack Scissor Lift
Backhoe Loader
Skid Steer Auger Power
Skid Steer Brush Power
Skid Steer Breaker
Skid Steer Loader
Genie Boom

Certifications
8a Certified Small Business Enterprise
Minority Business Enterprise
Hispanic American Business Enterprise
Hub Zone (Pending)
Cage Code: 74TM7
Duns#: 040957773

Town of Horizon City Introduction

DLP's specific experience and/or capabilities in providing landscaping personnel, equipment, supplies, facilities, transportation, tools, materials and supervision for the Town of Horizon City, derives from working with other customers with different contracts at Lackland Airforce Base, the Department of Homeland Security (DHS) and numerous commercial customers. These contracts feature assignments like those requested in this Invitation to Bid. DLP sets high standards of quality in order to meet and exceed customer expectations during the entire tenure of its contracts.

DLP is focused on diligent recruitment of qualified, motivated grounds landscaping staff and crew, beginning with our background checks, security processes, and our standardized training programs. In addition, DLP is keenly aware and complies with the Security Contract Act (SCA), and the Collective Bargaining Agreement (CBA) as required by law. Our past recruitment efforts have established dedicated and dependable employees who understand their duties and responsibilities as set forth by the customer. DLP has established a Phase-In and Labor Plan that sets us apart from our competitors. DLP has developed a competitive edge based upon the skills, ideas, and productivity of its employees. We encourage and reward employee initiative and ingenuity to discover the most effective and aesthetic ways to complete a landscaping project. This increases morale, making DLP a more desirable place to work. The reputation of the firm as a great place to work increases application rates and the strength of new hires reduces costs of turnover and training. DLP initiates specific training methods for all employees, including a certified trainer and site supervisor for all grounds / landscaping staff. DLP trains employees 1-on 1 on processes, safety, equipment training, chemical, pesticide and hazardous materials handling and application, and in sharing best practices. Therefore, DLP is a company that is prepared to successfully fulfill the needs of the Town of Horizon City with high-quality personnel committed to getting the job done the first time, and on schedule.

Technical:

Notification to Adjacent Property Owners:

In consideration of noise and other factors related to a project of this caliber, DLP Services will notify adjacent property owners of project and when the work will be performed. This includes providing walk trail closure barriers as deemed necessary.

Removal of Weeds and Debris:

DLP Services will remove all trash, weeds, branches with caution to preserve all the natural vegetation as specified in coordination with the Public Works Director. Herbicide and pesticide applications will be included in the process in compliance with all Federal and State laws.

HORIZON CITY
WALK TRAIL LANDSCAPING
BID SPECIFICATIONS

Location

Walk trail just north of 17018 Darrington Road.

Crews

As needed.

Description of Work

Contractor shall provide labor, material, and equipment required to install rock landscaping around the walktrails shown in Figure 1. The work to be performed will also include the removal of dead weeds and surface debris, the proper disposal of any weeds, construction materials and trash.

The work includes:

1. Remove dead weeds and branches (Natural Vegetation shall remain).
2. Remove and dispose existing dirt material. Finished Grade shall be 2'' below the top of curb.
3. Remove trash and debris.
4. Apply herbicide and pesticide.
5. Notify adjacent property owners when the work will be performed.
6. Coordinate with the Public Works Director or designee which natural vegetation, if any, is to remain.
7. Install weed barrier.
8. Install 2'' Rainbow rock.
9. Re-mortar rock walls as necessary.
10. Coordinate with the Town of Horizon for inspections.
11. Proper Dust control (Watering) for the site.
12. Provide walk trail closure/traffic control material as necessary.
13. Notify 811 "one call" notification system
14. Contractor shall comply with all safety requirements from Federal, State and local entities. All applicable safety requirements for the job shall be the responsibility of the contractor to provide safety vests, hardhat, boots, proper traffic control equipment (If Applicable) among other items.

Standards for Work and Supervision

Contractor shall provide copies of the pesticide and herbicide applicator licenses. Upon award, please coordinate the contractor's point of contact with the Public Works Director, or designee.

Prices

Price shall include all costs necessary to complete the work, including but not limited to the following: labor, landfill tipping fees, insurance, overhead, profit, travel time, mileage, and be exclusive of taxes.

Insurance Requirements

By submitting this bid, the bidder affirms he has reviewed the insurance requirements found below in the applicable contract provisions and confirms its ability to procure the required insurance upon award of this contract.

Contract

By submitting this bid, the bidder affirms he has reviewed the attached contract(s) and takes no exceptions. Should the bidder wish changes to the contract, those changes should be listed in the exceptions portion of the bid form below.

Figure 1



**MINUTES
AGENDA
PUBLIC MEETING
REGULAR CITY COUNCIL MEETING
THE TOWN OF HORIZON CITY, TEXAS
Tuesday, August 11, 2020, 6:30 PM**

Notice is hereby given that a Regular City Council Meeting of the Town of Horizon City, Texas was held on **Tuesday, August 11, 2020 at 6:30 PM**, via Virtual Videoconference Meeting at which time the following was discussed and considered:

1. Call to order; Pledge of Allegiance; Establishment of Quorum

All City Council Members present. Quorum Established.

2. Open Forum:

No one signed up to speak.

CONSENT AGENDA

All matters listed under the CONSENT AGENDA are considered routine and will be enacted in one motion. There will be no separate discussion of these items unless a member(s) of the City Council requests one or more items be removed from the CONSENT AGENDA to the REGULAR AGENDA for separate discussion and action prior to the City Council's vote to adopt the CONSENT AGENDA.

3. Approval of Minutes from:

July 27, 2020 Special City Council Meeting

4. Discussion and Action:

Mayor/CIP Manager

On an update on the Capital Improvement Program.

5. Discussion and Action:

Mayor/Planning Director

On a request for a six month extension to the Specific Use Permit (SUP #002368-2019) for a temporary real estate office at 848 Villa Allende Way.

6. Discussion and Action:

Mayor/EDC Executive Director

On the reappointment of Karina Hagelsieb to the Horizon City Economic Development Corporation Board of Directors.

7. Discussion and Action:

Mayor/EDC Executive Director

On the reappointment of Allie Lozano to the Horizon City Economic Development Corporation Board of Directors.

8. Discussion and Action:

On the reappointment of Charles Berry by Alderman Ortega (Place 3) to the Planning and Zoning Commission.

9. Discussion and Action:

On the reappointment of Kelly Duran by Alderman Duran (Place 5) to the Planning and Zoning Commission.

10. Discussion and Action:

On the appointment of Matthew Gardea by Alderwoman Corral (Place 7) to the Planning and Zoning Commission.

11. Discussion and Action:

On the appointment of Michael McElroy by the City Council to the Board of Adjustment as a regular member.

12. Discussion and Action:

On the reappointment of Cruz Alvarez, David Lopez, Wilfredo Lopez, and Jorge Ojeda to the Board of Adjustment as regular members.

13. Request to Excuse Absent Council Member:

A motion was made by Alderman Corral and seconded by Alderman Renteria to pull items #3 and #10 from the consent agenda and be heard under the regular agenda and to approve the remainder of the consent agenda. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

REGULAR AGENDA

3. Approval of Minutes from: July 27, 2020 Special City Council Meeting

Alderman Corral stated that her vote on item #9 on the July 27, 2020 Special City Council Meeting minutes was recorded incorrelty as Aye and requested it be changed to Nay to reflect her actual vote.

A motion was made by Alderman Miller and seconded by Alderman Padilla to approve the minutes with the correction. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

10. Discussion and Action:

On the appointment of Matthew Gardea by Alderwoman Corral (Place 7) to the Planning and Zoning Commission.

Alderman Corral and Planning Director, Michelle Padilla spoke regarding this item.

A motion was made by Alderman Miller and seconded by Alderman Duran to approve the appointment of Matthew Gardea by Alderwoman Corral (Place 7) to the Planning and Zoning Commission. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

14. Discussion and Action:

Mayor/Planning Director

This item was postponed at the 3/10/20, 4/14/20, 5/12/20, 6/9/20 and 7/14/20 Regular City Council Meetings.

On a replat application for Horizon Manor Unit Three Replat "A" (SUB #002434-2019), legally described as a portion of lot 19, Block 9, Horizon Manor Unit Three, Town of Horizon City, El Paso County, Texas. Containing 7.935 ± acres. Application submitted by CAD Consulting Co.

Planning Director, Michelle Padilla spoke regarding this item and informed Council that the applicant requested this item be postponed.

A motion was made by Alderman Padilla and seconded by Alderman Duran to postpone this item until the next regular City Council Meeting. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

15. Discussion and Action:

Mayor/Planning Director

On a request to accept the accepted roadway and drainage improvements as constructed with the Rancho Desierto Bello Unit 12 subdivision for maintenance and to accept the required maintenance bond.

Planning Director, Michelle Padilla spoke regarding this item.

A motion was made by Alderman Padilla and seconded by Alderman Duran to accept the accepted roadway and drainage improvements as constructed with the Rancho Desierto Bello Unit 12 subdivision for maintenance and to accept the required maintenance bond with staff recommendations. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

16. Public Hearing:

Mayor/Planning Director

This item was postponed at the 6/9/20 and 7/14/20 Regular City Council Meetings:

2nd Reading of Ordinance ____: An ordinance amending the Municipal Code of the Town of Horizon City, Texas, Chapter 14 (Zoning), Exhibit A (Zoning Ordinance), to revise and amend the following: 1) Subchapter 4 (Residential Districts) to add a residential district, amend development standards by revising lot and building sizes, setbacks, and revise regulations related to uses permitted by Specific Use Permit; 2) Subchapter 8 (General Provisions), Section 804 (Wall Standards) to revise the rear wall standards for rear walls on golf course lots; and providing for the following: findings of fact; repealer; severability; proper notice and hearing; the penalty being as provided in Chapter 14, Subchapter 8, Section 810 of the City Code of the Town of Horizon City, Texas, creating a misdemeanor punishable by a fine not to exceed \$2,000.00.

Planning Director, Michelle Padilla spoke regarding this item. No one from the public spoke.

17. Discussion and Action: *This item was be postponed at the June 9, 2020 Regular City Council Meeting*

Mayor/Planning Director

This item was postponed at the 6/9/20 and 7/14/20 Regular City Council Meetings:

2nd Reading of Ordinance ____: An ordinance amending the Municipal Code of the Town of Horizon City, Texas, Chapter 14 (Zoning), Exhibit A (Zoning Ordinance), to revise and amend the following: 1) Subchapter 4 (Residential Districts) to add a residential district, amend development standards by revising lot and building sizes, setbacks, and revise regulations related to uses permitted by Specific Use Permit; 2) Subchapter 8 (General Provisions), Section 804 (Wall Standards) to revise the rear wall standards for rear walls on golf course lots; and providing for the following: findings of fact; repealer; severability; proper notice and hearing; the penalty being as provided in Chapter 14, Subchapter 8, Section 810 of the City Code of the Town of Horizon City, Texas, creating a misdemeanor punishable by a fine not to exceed \$2,000.00.

Planning Director, Michelle Padilla and Asst. City Atty, Bertha Ontiveros spoke regarding this item.

A motion was made by Alderman Duran and seconded by Alderman Ortega to approve the ordinance amending the Municipal Code of the Town of Horizon City, Texas, Chapter 14 (Zoning), Exhibit A (Zoning Ordinance), to revise and amend the following: 1) Subchapter 4 (Residential Districts) to add a residential district, amend development standards by revising lot and building sizes, setbacks, and revise regulations related to uses permitted by Specific Use Permit; 2) Subchapter 8 (General Provisions), Section 804 (Wall Standards) to revise the rear wall standards for rear walls on golf course lots; and providing for the following: findings of fact; repealer; severability; proper notice and hearing; the penalty being as provided in Chapter 14, Subchapter 8, Section 810 of the City Code of the Town of Horizon City, Texas, creating a misdemeanor punishable by a fine not to exceed \$2,000.00. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Nay; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Nay. Motion passed.

Items #18, #20 and #21 were taken together.

18. Discussion and Action:

Mayor/Finance Director

Update on proposed FY2020-21 Budget, submission of the No-New Revenue Tax Rate and Voter-Approval Tax Rate for FY 2020-2021 and Council action on Proposed FY2020-21 Tax Rate for publication of notice.

19. Announcement:

Mayor/Finance Director

The Public Hearing on the Proposed FY 2020 Budget and Public Hearing on the Proposed Tax Rate will be conducted on September 15, 2020 at 6:30 pm at 13969 Veny Webb - the Oz/Glaze Senior Center. The adoption of the FY 2021 Budget and Tax Rate will be on September 15, 2020.

Asst. City Atty, Bertha Ontiveros spoke regarding this item.

20. Discussion:

Mayor/Finance Director

1st Reading of Ordinance _____, An Ordinance of the City Council of the Town of Horizon City, Texas, approving the 2020 ad valorem tax rate and levy of assessed valuation of all taxable property within the corporate limits of the city; providing for penalties and interest; and providing for the following: findings of fact; severability; savings clause; publication and effective date.

21. Discussion:

Mayor/Finance Director

1st Reading of Ordinance No. _____ An Ordinance of the Town of Horizon City, Texas enacting the municipal budget for 2020-2021 fiscal year; funding municipal purposes; authorizing expenditures; providing for repealer and severability clauses.

Finance Director, Pat Randleel spoke regarding Items #18, #20 and #21.

A motion was made by Alderman Padilla and seconded by Alderman Garcia to accept the proposed FY2020-21 Budget, submission of the No-New Revenue Tax Rate and Voter-Approval Tax Rate for FY 2020-2021 and Council action on Proposed FY2020-21 Tax Rate for publication of notice. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

22. Discussion and Action:

Mayor/Finance Director

On an amendment to the employment contract for Pat Randleel as part-time Finance Director extending it until September 30, 2021.

Mayor, Ruben Mendoza spoke regarding this item.

A motion was made by Alderman Padilla and seconded by Alderman Ortega to approve the amendment to the employment contract for Pat Randleel as part-time Finance Director extending it until September 30, 2021. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

23. Discussion and Action:

Mayor/EDC Executive Director

On an agreement between Horizon City EDC and Polar Service Center/Entrans International for a manufacturing operation.

EDC Executive Director, Michael Hernandez spoke regarding this item.

A motion was made by Alderman Garcia and seconded by Alderman Duran to approve the agreement between Horizon City EDC and Polar Service Center/Entrans International for a manufacturing operation. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

24. Discussion and Action:

Mayor/EDC Executive Director

On an update regarding the budget and activities of the Horizon City Economic Development Corporation.

EDC Executive Director, Michael Hernandez spoke regarding this item.

A motion was made by Alderman Garcia and seconded by Alderman Corral to approve the report regarding the budget and activities of the Horizon City Economic Development Corporation. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

25. Discussion and Action:

Mayor/Chief McConnell

On a request to purchase an Eventide NexLog 740 DX-Series 40 channel voice logging recorder from Vistacom utilizing the HGAC Buy Board quote # HOU003661 for \$24,663.

Chief, Mike McConnell spoke regarding this item.

A motion was made by Alderman Corral and seconded by Alderman Miller to approve the purchase of an Eventide NexLog 740 DX-Series 40 channel voice logging recorder from Vistacom utilizing the HGAC Buy Board quote # HOU003661 for \$24,663. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

26. Discussion and Action:

Mayor/Chief McConnell

On a recommendation to purchase Dragon Law Enforcement 15.0 Dictation software, first-year annual maintenance, user management software, 10 microphones, and training at a total cost \$13,556.60, from the capital equipment fund using Texas DIR contract number - DIR-TSO-4288.

Chief, Mike McConnell spoke regarding this item.

A motion was made by Alderman Corral and seconded by Alderman Duran to approve the purchase of Dragon Law Enforcement 15.0 Dictation software, first-year annual maintenance, user management software, 10 microphones, and training at a total cost \$13,556.60, from the capital equipment fund using Texas DIR contract number - DIR-TSO-4288. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

27. Discussion and Action:

Mayor/Chief McConnell

On a recommendation that the Town approve a budget for the use of CARES Act funds for Covid-19 related personnel and equipment expenses and other qualified expenditures.

Finance Director, Pat Randleel spoke regarding this item.

A motion was made by Alderman Padilla and seconded by Alderman Duran to approve the Town approving a budget for the use of CARES Act funds for Covid-19 related personnel and equipment expenses and other qualified expenditures. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

28. Discussion and Action:

Mayor/Asst. City Atty

Emergency Ordinance - On the adoption of an Ordinance to continue the Emergency Ordinance instituting emergency measures due to a public health emergency; severability clause; penalty as provided herein.

Asst. City Atty spoke regarding this item.

A motion was made by Alderman Padilla and seconded by Alderman Renteria to approve the adoption of an Ordinance to continue the Emergency Ordinance instituting emergency measures due to a public health emergency. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

29. **Executive Session**

The City Council of the Town of Horizon City may recess into EXECUTIVE SESSION pursuant to the Texas Government Code, Chapter 551, Subchapter D, under Article 551.071 – Consultation with Attorney; 551.072 – Deliberation Regarding Real Property; 551.073 – Deliberation Regarding Gifts and Donations; 551.074 – Personnel Matters; 551.076 – Deliberation Regarding Security Devices and 551.087 – Deliberation Regarding Economic Development Negotiations.

ADJOURNMENT

A motion was made by Alderman Renteria and seconded by Alderman Ortega to adjourn at 8:25 PM.

Approved this ____ day of _____, 20__.

Attest:

Elvia Schuller, City Clerk

Ruben Mendoza, Mayor

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

THIS AGREEMENT is entered into on the last listed approved date below between the CITY OF EL PASO, TEXAS (“City of El Paso”) and the TOWN OF HORIZON CITY, TEXAS (“Town of Horizon City”) by and through its duly authorized officials, pursuant to the Interlocal Cooperation Act.

RECITALS

WHEREAS, the City of El Paso and the Town of Horizon City are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code; and

WHEREAS, the City of El Paso has both a Department of Public Health and a Department of Environmental Services; and

WHEREAS, this Agreement for interlocal cooperation for the City of El Paso to provide certain public health and environmental services to the Town of Horizon City is necessary for the mutual advancement of the health and general welfare of the citizens of all jurisdictions concerned; and

WHEREAS, the Town of Horizon City desires to have the City of El Paso’s appointed health authority serve as the Town of Horizon City’s health authority; and

WHEREAS, the Town of Horizon City will make available and/or transfer to the City of El Paso certain information, in conjunction with goods or services that are being provided by the City of El Paso to the Town of Horizon City, which is confidential and must be afforded special treatment and protection; and

WHEREAS, the City of El Paso will also have access to and/or receive from the Town of Horizon City certain information that can be used or disclosed only in accordance with this Agreement, the Texas Medical Records Privacy Act and the HHS Privacy Regulations; and

WHEREAS, the City of El Paso will include the Town of Horizon City in public health research projects, to examine health conditions in the Town of Horizon City, when funded by the State of Texas or the federal government and when research protocols are indicated for areas beyond the urban borders of the City of El Paso.

FOR THESE REASONS, and in consideration of the mutual promises contained in this Agreement, the Town of Horizon City and the City of El Paso mutually agree as follows:

1. **SCOPE OF SERVICES.**

1.1 The City of El Paso shall perform the following public health related services by and through its Department of Public Health under the terms and conditions hereinafter stated, and the Town of Horizon City hereby accepts and agrees to the following terms and conditions:

1.1.1 The City of El Paso will issue permits and provide inspection services of food establishments at a frequency and in accordance with recommended protocols as established by the Texas Department of State Health Services (DSHS). The City will provide enforcement of applicable State laws and regulations as appropriate to help reduce the risk of food borne illnesses in said establishments. Appropriate and customary fees will be charged to the establishments, as permitted by law.

1.1.1.1 The City will provide food handler and food manager training in accordance with the Texas Food Establishment Rules found at 25 TAC 228.

1.1.2 The City of El Paso will provide public health related complaint investigation/enforcement services as determined to be appropriate by City of El Paso staff for those conditions that violate the Texas Health and Safety Code and applicable Town of Horizon City ordinances.

1.1.3 The City of El Paso will provide communicable disease investigation services for the purpose of tracking communicable diseases and helping to reduce transmission in accordance with appropriate epidemiological intervention. Services will be provided in a manner and at a frequency that is consistent with standard public health practices.

1.1.4 The City of El Paso will provide immunization services to residents of the Town of Horizon City to include but not be limited to adult, adolescent and childhood immunizations as recommended by the Texas DSHS.

Appropriate and customary fees will be charged to those receiving these services.

1.1.5 The City of El Paso will provide tuberculosis and sexually transmitted disease control services to residents of the Town of Horizon City. Services may include testing, treatment and investigation of contacts, as appropriate. Appropriate and customary fees will be charged to those receiving these services.

1.1.6 The City of El Paso will provide Women, Infants and Children (WIC) Nutrition services to residents of the Town of Horizon City in accordance with Texas DSHS requirements. Services may include medical health assessment, nutrition, breast-feeding promotion, social service referral, and food benefit issuances, as appropriate.

1.1.7 The City will provide pediatric dental services to residents living in the Town of Horizon City in accordance with Texas Title V requirements and in accordance with Texas Medicaid waiver guidelines. Services may be provided in the Department of Public Health's licensed dental facility in the City of El Paso or by use of the City of El Paso's Mobile Dental clinic beyond the City limits.

1.1.8 The City of El Paso will provide informational programs including but not limited to injury prevention, asthma, diabetes, abstinence, maturation/puberty, and tobacco use prevention. These services are generally provided to the Town of Horizon City's residents at local school facilities through the City of El Paso's Health Education Program.

1.1.9 The City of El Paso will provide Family Planning Services to qualified individuals in accordance with US Health and Human Services/Office of Population Affairs Title X, which encompasses reproductive and sexual wellness education; infertility counseling; basic wellness checks; breast exam, annual pelvic exam, Pap smear, and pregnancy testing for women; hormonal and barrier birth control methods; testing and treatment for Sexually Transmitted Infections (STIs); HIV testing and linkage to care, referral to vasectomy services for men; Pre-Exposure Prophylaxis (PrEP)

HIV prevention; Hepatitis C (HCV) testing and linkage to care; referral to primary care and diagnostics; and patient navigation/social services. These clinical and social services are provided through a sliding fee scale at the City of El Paso Department of Public Health Main Campus. Services will not be denied based on the client's inability to pay.

1.1.10 The City of El Paso will provide Family Planning community health education in accordance with US Health and Humans Services/Office of Population Affairs Title X, which encompasses, but not limited to, human anatomy, reproductive health, birth control, prevention and treatment of STIs, effective communication and coercion avoidance for adults and youth. Family Planning community health education may be provided at various pre-determined safe community locations upon request.

1.2 The City of El Paso shall perform the following environmental services by and through its Department of Environmental Services under the terms and conditions hereinafter stated, and the Town of Horizon City hereby accepts and agrees to the following terms and conditions:

1.2.1 The City of El Paso will provide mosquito control services, including but not limited to, collecting and identifying mosquito species, larviciding, adulticiding, providing enforcement of violations that create mosquito harborage as appropriate, tracking of vector-borne disease, and educating the public regarding disease prevention strategies. Services will be provided in a manner and at a frequency that is consistent with standard public health practices.

1.2.2 The City of El Paso will include the jurisdictional areas of the Town of Horizon City within its programs and services for the purpose of the enhancement of the air quality, to include but not be limited to, routine ambient air monitoring, analysis of gasoline samples to ensure compliance with oxygen content, and investigation and enforcement of air related nuisances and other requirements as set forth by the Texas Commission on Environmental Quality and/or the United States Environmental Protection Agency as appropriate.

- 1.3 The City of El Paso agrees that in accordance with the provisions of any and all grants from federal and state agencies that are awarded on a Town of Horizon City-wide basis, the City of El Paso will provide services in the jurisdictional areas of the Town of Horizon City as required under these grant provisions. Provided, however, nothing in this Agreement shall obligate the City of El Paso to perform services if the grant funds relating to a particular grant are not currently being paid to the City of El Paso, and, in any such instances, the Director of the City of El Paso's Department of Public Health or the Director of the City of El Paso's Department of Environmental Services shall give written notice to the Town of Horizon City that the City of El Paso is not providing the particular services for the reason that it has not received funding under the applicable grant. The City of El Paso will provide written notice to the Town of Horizon City of grant funding which becomes discontinued or terminated, and any election by the City of El Paso not to seek the renewal of grants existing at the effective date of this Agreement.
- 1.4 To the extent allowed by law, the Town of Horizon City agrees to pass all ordinances and resolutions necessary to give the City of El Paso and City of El Paso personnel jurisdiction to provide public health and environmental service functions in the Town of Horizon City pursuant to the terms of this Agreement, including its extraterritorial jurisdiction, if any, where the providing of public health and other services is authorized by law, and including the power to issue citations for violations of any ordinances pertaining to the protection of the public health and that pertain to services the City of El Paso agrees to render in accordance with the terms of this Agreement.
- 1.5 The City of El Paso agrees that it will file citations, complaints and violations occurring within the territorial limits of the Town of Horizon City through the Town of Horizon City Municipal Court. It is agreed that the appropriate personnel from the City of El Paso will be administratively directed to be present at such times as court sessions are set and cases involving the City of El Paso are on the court's docket, without the necessity for the issuance of a subpoena. The Town of Horizon City Municipal Court will provide reasonable notice of any case settings to the City of El Paso.

- 1.6 The City of El Paso will provide necessary training for employees utilized in providing services under this Agreement, as may be required by law or determined to be appropriate by the City of El Paso, and shall require all such personnel to maintain all required licenses and certifications in accordance with State and Federal laws.
- 1.7 Nothing within the terms of this Agreement shall require the City of El Paso to purchase additional equipment or hire additional personnel in order to comply with the terms of this Agreement.
- 1.8 The City of El Paso agrees that it will keep accurate records of all services provided to the Town of Horizon City pursuant to this Agreement as part of its routine data collection processes and shall report such activities in its standardized records format to Town of Horizon City officials, as requested. However, the City of El Paso will not be required to furnish copies of any reports that are maintained on the City's website and available to the Town of Horizon City from the website.
- 1.9 On or before July 31, 2021 the City of El Paso shall provide to the Town of Horizon City an initial projection based on the City Manager's filed proposed budget of Town of Horizon's potential costs for a new Interlocal Agreement that, if agreed upon, would be effective September 1, 2021. The provision of this initial projection of potential costs will be used solely for the purposes of facilitating the budgeting process for the Town of Horizon City for its FY2022 budget.
- 1.10 It is understood and agreed to between the parties that any portion of this Agreement providing for the delivery of public health and environmental services for which the Town of Horizon City does not grant legal authority shall be null and void and of no force and effect, and the City of El Paso shall not be obligated to provide those services.

2. **LOCATION OF PERFORMANCE.** The place where most services are to be performed is in the Town of Horizon City, Texas, and any extraterritorial jurisdiction thereof where the City of El Paso may lawfully provide public health and environmental services as delegated and authorized under this Interlocal Agreement (jurisdictional areas of the Town of Horizon City). Certain health services involving medical testing, treatment and laboratory analysis shall be performed at City Department of Public Health locations within the City of El Paso.

3. **APPOINTMENT OF HEALTH AUTHORITY.** The Parties agree that the individual appointed to serve as health authority for the City of El Paso will serve as the health authority for the Town of Horizon City, in accordance with Section 121.028(c), Texas Health and Safety Code.

4. **TIMES OF PERFORMANCE.** The City of El Paso shall commence the provision of its services on the 1st day of September 2020, and shall terminate on the 31st day of August 2021, regardless of the date of execution of this Agreement.

4.1 In the event of a public health or environmental emergency, such as, but not limited to, a disaster declaration of the Town of Horizon City, requiring, as a result of the emergency, specific health and environmental services from the City of El Paso after August 31, 2021, and prior to the signing of a subsequent Interlocal for health and environmental services between the parties to this Agreement, the required services shall be provided by the City of El Paso to the Town of Horizon City at the rate described in the present Agreement, and the Town of Horizon City shall pay for said services at said rate within thirty (30) days of receipt of an invoice from the City of El Paso for said services.

5. **COMPENSATION.**

5.1 The Town of Horizon City agrees to pay the amount not to exceed ONE HUNDRED SEVENTY SIX THOUSAND NINE HUNDRED EIGHTY-SEVEN DOLLARS AND NO/100 (\$176,987.00) for services rendered in accordance with this Agreement, excluding the services described in Section 4.1. Payments shall be made in equal quarterly installments, each in the amount of FORTY FOUR THOUSAND TWO HUNDRED FORTY-SIX DOLLARS AND 75/100 (\$44,246.75) with the first payment becoming due and payable on the 1st day of September 2020 or within 10 days after the date that the Town of Horizon City signs this Agreement, whichever is later. The quarterly installment described in this Section 5.1 does not include the services described in Section 4.1. The Cost Model attached hereto as Appendix A and Appendix B identifies the total cost of services offered by the City of El Paso to the Town of Horizon City pursuant to this Agreement.

5.2 The Parties acknowledge that the funds paid by the Town of Horizon City pursuant to Section 5.1 above may not be sufficient in the event of an unexpected occurrence such

as an outbreak, epidemic (i.e. Zika, cholera), or intervention of emerging or new diseases or public health threats (chemical or biological) in the jurisdictional areas of the Town of Horizon City. The Town of Horizon City shall name a person to serve as a point of contact to discuss these types of threats, their intervention, and any additional costs that the Town of Horizon City will need to pay to defray the resulting expenses. Such contact person shall be designated and disclosed to the Director of the Department of Public Health and the Director of the Department of Environmental Services as of the signing of this Agreement, as applicable.

6. **PAYMENTS PURSUANT TO THIS AGREEMENT.** Payments submitted under this Agreement shall be made payable to the City of El Paso, Attn: Comptroller, PO Box 1890, El Paso, TX 79950-1890. In addition to the compensation provided for herein, the City of El Paso shall receive all proceeds received from inspection and permit fees collected in the Town of Horizon City. Such fees, when set or revised by the Town of Horizon City and to the extent allowed by law, shall be set in the same amounts as the fees for the identical services or charges as made by the City of El Paso. All fees that the Town of Horizon City collects for this purpose shall be paid to the City of El Paso on a quarterly basis, within 30 days of the conclusion of the quarter. The Town of Horizon City shall also provide the City of El Paso with a report indicating the amount of fees collected and the time period associated with such collection. In event that the Town of Horizon City accrues an arrearage on payment, the City of El Paso Comptroller or any collection agency retained by the City to collect delinquent accounts may add a collection fee of 21% to the account receivable if owing to the City for more than 60 days, pursuant to the El Paso City Code, Ordinance 14700.

7. **LAW GOVERNING CONTRACT.** The governing law for this Agreement shall be the laws of the State of Texas. The venue shall be in El Paso County, Texas.

7.1 *Authority of the City of El Paso.* The Town of Horizon City expressly agrees that the City of El Paso shall have authority to enforce all laws and ordinances applicable to those public health and environmental services covered in this agreement, within the incorporated city limits and extraterritorial jurisdiction of the Town of Horizon City, Texas. The Town of Horizon City further agrees that, in the absence of any conflicting city ordinance, the City of El Paso shall have authority to enforce the laws of the State of Texas and the Town of Horizon City of El Paso applicable to those public health and environmental services covered in this agreement, within the incorporated city

limits and extraterritorial jurisdiction of the Town of Horizon City, Texas. The Town of Horizon City shall provide certified copies of all the Town of Horizon City, Texas Ordinances affecting public health and environmental regulation upon execution of this Agreement and as requested by the City of El Paso, and to provide copies of all such newly adopted or amended ordinance within 10 days after adoption or amendment. Copies of such ordinances shall be sent to the Director of the City of El Paso Department of Public Health and to the Director of the City of El Paso Department of Environmental Services, as applicable.

- 7.2 *Privileges and Immunities.* All privileges and immunities from liability, exemptions from laws, ordinances and rules, pension, relief, disability, worker's compensation, and other benefits which apply to the activities of officers, agents, or employees of the City of El Paso when performing a function shall apply to such officers, agents, or employees to the same extent while engaged in the performance of any of their functions and duties under the terms and provisions of this Agreement. Each party reserves, and does not waive, its rights of sovereign immunity and rights under the Texas Tort Claims Act.
- 7.3 *Governmental Function.* The Parties expressly agree that, in all things relating to this Agreement, the City of El Paso is performing a governmental function, as defined by the Texas Tort Claims Act. The Parties further expressly agree that every act or omission of the City of El Paso, which, in any way, pertains to or arises out of this Agreement falls within the definition of governmental function.
- 7.4 *Exclusion of Incidental and Consequential Damages.* Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM THE PARTY'S RIGHTS) FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND including lost profits, loss of business, or other economic damage, and further including injury to property, mental anguish and emotional distress AS A RESULT OF BREACH OF ANY TERM OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CITY WAS

Attn: Mayor
14999 Darrington Road
Horizon, Texas 79928

All payments by the Town of Horizon City under this Agreement are payable only out of current Town of Horizon City revenues. In the event that funds relating to this Agreement do not become available, such as by Town of Horizon City Council not appropriating the funds, the Town of Horizon City shall have no future obligation to pay or perform any future services related herein to the City of El Paso for the Town of Horizon City's fiscal year during which time such funding is not available or appropriated; however, all services that have been provided by the City of El Paso shall be paid in accordance with Sections 5 and 6 of this Agreement. Should the Town of Horizon City experience a funding unavailability related to the services described in this Agreement, the Town of Horizon City shall immediately provide written notification to the City of El Paso of such case and either party may choose to terminate the Agreement subject to this Section 9. In the event that the Town of Horizon City notifies the City of El Paso that the Town of Horizon City is experiencing a funding unavailability related to this Agreement, the City of El Paso shall immediately cease providing the services described in this Agreement to the Town of Horizon City except as required by related grant funding requirements to which the City of El Paso must adhere.

10. **INDEPENDENT CONTRACTORS.** The City of El Paso and Town of Horizon City are independent legal entities. Except to the extent required by section 437.009 of the Health and Safety Code, nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither the City of El Paso nor Town of Horizon City nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.

13. **SEVERABILITY.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

14. **HEADINGS.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

15. **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and no amendment,

modification or alteration of the terms shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereto. The parties reserve the right to amend this Agreement in the event either party should experience an unforeseen, significant impact to their respective budget allocated for the services addressed in this Agreement.

(Signature pages follow)

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

Signature page for the City of El Paso, Interlocal Agreement between the
City of El Paso and the Town of Horizon City.

APPROVED this ____ day of _____, 2020.

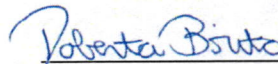
CITY OF EL PASO

Dee Margo
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta A. Brito
Assistant City Attorney

APPROVED AS TO CONTENT:

Angela Mora
Interim Director, Department of Public Health

Ellen A. Smyth, P.E. Director
Environmental Services Department

(Signatures continue on the following page)

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

Signature page for the Town of Horizon City, Interlocal Agreement between the
City of El Paso and the Town of Horizon City.

APPROVED this ____ day of _____, 2020.

TOWN OF HORIZON CITY

Mayor
Printed Name: _____

ATTEST:

APPROVED AS TO FORM:

Printed Name: _____
City Clerk, Town of Horizon City

Printed Name: _____
Town of Horizon City, Assistant City Attorney

APPENDIX A

Summary Results- For Direct Departments Based on 2021 Budgeted Expenditures and 2019 US Census Population Estimates/Quick Facts

PROGRAM	El Paso	Anthony	Clint	Horizon	Socorro	Vinton	County	San Elizario	Total Operational Cost
Food Safety	974,164	7,648	1,589	28,068	49,113	2,889	122,781	12,988	1,199,240
STD/HIV/Aids Clinics	429,872	3,375	701	12,386	21,672	1,275	54,180	5,731	529,192
Dental Clinic	533,119	4,185	870	15,360	26,878	1,581	67,193	7,108	656,294
Neighborhood Health Centers	97,925	769	160	2,821	4,937	290	12,342	1,306	120,550
Laboratory	700,174	5,497	1,142	20,173	35,300	2,077	88,248	9,335	861,946
Epidemiology	288,629	2,266	471	8,316	14,552	856	36,378	3,848	355,315
Health Education Programs	200,395	1,573	327	5,774	10,103	594	25,257	2,672	246,695
Immunization	221,336	1,738	361	6,377	11,159	656	27,897	2,951	272,474
TB Outreach Federal	198,901	1,562	324	5,731	10,028	590	25,069	2,652	244,856
HIV Prevention	68,887	541	112	1,985	3,473	204	8,682	918	84,803
Housing Opportunities for People With AIDS (HOPWA)	102,603	805	167	2,956	5,173	304	12,932	1,368	126,308
TB Prevention/Control State	169,616	1,332	277	4,887	8,551	503	21,378	2,261	208,805
Regional Planning (RLSS)	50,137	394	82	1,445	2,528	149	6,319	668	61,721
Title V Dental - TDH Bur of Women & Children Fees	50,825	399	83	1,464	2,562	151	6,406	678	62,568
Laboratory Response Network	82,170	645	134	2,367	4,143	244	10,357	1,096	101,155
Infectious Disease Control-Flu	1,155	9	2	33	58	3	146	15	1,422
STD/HIV	43,489	341	71	1,253	2,193	129	5,481	580	53,537
Texas Health Communities	23,102	181	38	666	1,165	69	2,912	308	28,440
HIV Surveillance DSHS	32,815	258	54	945	1,654	97	4,136	438	40,397
PHEP Bio Terrorism-Hazards	99,952	785	163	2,880	5,039	296	12,598	1,333	123,045
211 Area Information Center	63,925	502	104	1,842	3,223	190	8,057	852	78,695
BioWatch	11,551	91	19	333	582	34	1,456	154	14,220
IDCU/ Foodborne Assoc Infection	39,261	308	64	1,131	1,979	116	4,948	523	48,332
WIC Administration	493,736	3,876	805	14,226	24,892	1,464	62,229	6,583	607,812
WIC Breastfeeding	39,140	307	64	1,128	1,973	116	4,933	522	48,184
WIC Nutrition Education	119,590	939	195	3,446	6,029	355	15,073	1,594	147,220
NEW PROGRAMS									
Title X Family Planning - Expansic	344,590	2,705	562	9,928	17,373	1,022	43,431	4,594	424,205
Total Department of Public Health	5,822,255	45,708	9,497	167,751	293,535	17,269	733,820	77,624	6,747,432
Percent of Total Cost	81.23%	0.64%	0.13%	2.34%	4.10%	0.24%	10.24%	1.08%	100.00%
Population	681,728	5,352	1,112	19,642	34,370	2,022	85,923	9,089	839,238
Cost Per Capita	8.54	8.54	8.54	8.54	8.54	8.54	8.54	8.54	8.04

APPENDIX B
City of El Paso, Texas
Summary Results- For Direct Departments
Based on 2021 Budgeted Expenditures

FY21	El Paso	Anthony	Clint	Horizon	Socorro	El Paso County	San Elizario	Vinton
Vector Control	873,115	34,808	73,199	5,947	42,461	199,799	61,367	13,366
Air Quality (per capita)	127,578	985	182	3,289	6,292	18,646	1,843	397
Grand Total	1,000,693	35,792	73,381	9,236	48,753	218,445	63,210	13,763
Percent of Total Cost	68.39%	2.45%	5.01%	0.63%	3.33%	14.93%	4.32%	0.94%

Total Operational Cost
1,304,062
159,212
1,463,274
100.00%

Category	Value	Percentage	Value	Percentage	Value	Percentage
General Fund	1,000,000	68.33%	800,000	54.44%	200,000	13.56%
Other Funds	150,000	10.26%	150,000	10.26%	0	0.00%
Grants	250,000	16.96%	250,000	16.96%	0	0.00%
Reserve	0	0.00%	0	0.00%	0	0.00%
Other	0	0.00%	0	0.00%	0	0.00%
Total	1,463,274	100.00%	1,463,274	100.00%	1,463,274	100.00%

Mayor of San Francisco
 Director of Public Works
 Director of Transportation
 Director of Planning
 Director of Finance
 Director of Information Technology
 Director of Human Resources
 Director of Administration
 Director of Legal Affairs
 Director of Community Development
 Director of Economic Development
 Director of Environmental Affairs
 Director of Health and Human Services
 Director of Housing
 Director of Parks and Recreation
 Director of Public Safety
 Director of Social Services
 Director of Special Services
 Director of Streets and Sanitation
 Director of Water and Power
 Director of Youth and Family Services
 Director of the Office of the City Auditor
 Director of the Office of the City Clerk
 Director of the Office of the City Controller
 Director of the Office of the City Treasurer
 Director of the Office of the City Attorney
 Director of the Office of the City Engineer
 Director of the Office of the City Planner
 Director of the Office of the City Surveyor
 Director of the Office of the City Architect
 Director of the Office of the City Historian
 Director of the Office of the City Librarian
 Director of the Office of the City Poet Laureate
 Director of the Office of the City Historian

APPENDIX C

STATE OF TEXAS)
)
COUNTY OF EL PASO)

HIPAA BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT is entered into on _____, 2020, by and between the CITY OF EL PASO, TEXAS ("CITY"), as the Covered Entity, and TOWN OF HORIZON CITY ("BUSINESS ASSOCIATE") by and through their duly authorized officials, in order to comply with 45 C.F.R. §164.502(e) and §164.504(e), governing protected health information ("PHI") and business associates under the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191), 42 U.S.C. Section 1320d, et. seq., and regulations promulgated thereunder, as amended from time to time (statute and regulations hereafter collectively referred to as "HIPAA"). Covered Entity and Business Associate may be referred to herein individually as a "Party" or collectively as the "Parties".

RECITALS

WHEREAS, CITY has engaged BUSINESS ASSOCIATE to perform services or provide goods, or both;

WHEREAS, CITY possesses individually identifiable health information that is defined in and protected under HIPAA, and is permitted to use or disclose such information only in accordance with HIPAA;

WHEREAS, BUSINESS ASSOCIATE may receive such information from CITY, or create and receive such information on behalf of CITY, in order to perform certain of the services or provide certain of the goods, or both; and

WHEREAS, CITY wishes to ensure that BUSINESS ASSOCIATE will appropriately safeguard individually identifiable health information;

NOW THEREFORE, CITY and BUSINESS ASSOCIATE agree as follows:

A. HIPAA Terms

1. **Definitions.** The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear, or as provided in (1)(h) to this Section.
 - a. **Agreement** shall refer to this document.
 - b. **Business Associate** means TOWN OF HORIZON CITY.

c. **HHS Privacy Regulations** shall mean the Code of Federal Regulations (“C.F.R.”) at Title 45, Sections 160 and 164, in effect, or as amended.

d. **Individual** shall mean the person who is the subject of the Information, and has the same meaning as the term “individual” is defined in 45 C.F.R. 164.501.

e. **Information** shall mean any “health information” provided and/or made available by the CITY to BUSINESS ASSOCIATE, and has the same meaning as the term “health information” as defined by 45 C.F.R. 160.102.

f. **Parties** shall mean the CITY and BUSINESS ASSOCIATE.

g. **Secretary** shall mean the Secretary of the Department of Health and Human Services (“HHS”) and any other officer or employee of HHS to whom the authority involved has been delegated.

h. **Catch-all definition:** The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Privacy, Security, Breach Notification and Enforcement Rules at 45 C.F.R. Part 160 and 164, in effect, or as amended: breach, data aggregation, designated record set, disclosure, health care operations, protected health information, required by law, subcontractor, and use.

2. **Limits on Use and Disclosure Established by Terms of Agreement.** BUSINESS ASSOCIATE hereby agrees that it shall be prohibited from using or disclosing the Information provided or made available by the CITY for any other purpose other than as expressly permitted or required by this Agreement (ref. 45 C.F.R. 164.504(e)(2)(i).)

3. **Stated Purposes for which BUSINESS ASSOCIATE May Use or Disclose Information.** The Parties hereby agree that BUSINESS ASSOCIATE shall be permitted to use and/or disclose Information provided or made available from CITY for the following stated purposes: To provide public health, research, and related support services (service) to the community of the CITY for the mutual benefit and general welfare of BUSINESS ASSOCIATE and the CITY (ref. 45 C.F.R. 164.504(e)(2)(i); 65 Fed. Reg. 82505.)

4. **Use of Information for Management, Administrative and Legal Responsibilities.** BUSINESS ASSOCIATE is permitted to use Information if necessary for the proper management and administration of BUSINESS ASSOCIATE or to carry out legal responsibilities of BUSINESS ASSOCIATE. (ref. 45 C.F.R. 164.504(e)(4)(i)(A-B)).

5. **Disclosure of Information for Management, Administration and Legal Responsibilities.** BUSINESS ASSOCIATE is permitted to disclose Information received from CITY for the proper management and administration of BUSINESS ASSOCIATE or to carry out legal responsibilities of BUSINESS ASSOCIATE, provided:

a. The disclosure is required by law; or

b. The BUSINESS ASSOCIATE obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, the person will use appropriate safeguards to prevent use or disclosure of the information, and the person immediately notifies the BUSINESS ASSOCIATE of any instance of which it is aware in which the confidentiality of the information has been breached. (ref. 45 C.F.R. 164.504(e)(4)(ii)).

6. **Data Aggregation Services.** BUSINESS ASSOCIATE is also permitted to use or disclose Information to provide data aggregation services, as that term is defined by 45 C.F.R. 164.501, relating to the health care operations of CITY. (ref. 45 C.F.R. 164.504(e)(2)(i)(B)).

7. **BUSINESS ASSOCIATE OBLIGATIONS:**

a. **Limits on Use and Further Disclosure Established by Agreement and Law.** BUSINESS ASSOCIATE hereby agrees that the Information provided or made available by the CITY shall not be further used or disclosed other than as permitted or required by the Agreement or as required by federal law. (ref. 45 C.F.R. 164.504(e)(2)(ii)(A)).

b. **Appropriate Safeguards.** BUSINESS ASSOCIATE will establish and maintain appropriate safeguards to prevent any use or disclosure of the Information, other than as provided for by this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(B)).

c. **Reports of Improper Use or Disclosure.** BUSINESS ASSOCIATE hereby agrees that it shall report to CITY **within two (2) days of discovery** any use or disclosure of Information not provided for or allowed by this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(C)).

d. **Subcontractors and Agents.** BUSINESS ASSOCIATE hereby agrees that any time Information is provided or made available to any subcontractors or agents, BUSINESS ASSOCIATE must enter into a subcontract with the subcontractor or agent that contains the

same terms, conditions and restrictions on the use and disclosure of Information as contained in this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(D)).

- (i) **45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2).** In accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, BUSINESS ASSOCIATE agrees to ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of BUSINESS ASSOCIATE agree in writing to the same restrictions and conditions that apply through this Agreement to BUSINESS ASSOCIATE with respect to such Information.
- e. **Right of Access to Information.** BUSINESS ASSOCIATE hereby agrees to make available and provide a right of access to Information by an Individual. This right of access shall conform with and meet all of the requirements of Section 181.102 of the Texas Health and Safety Code, requiring that not later than the 15th business day after the date of the receipt of a written request from a person for the person's electronic health record, BUSINESS ASSOCIATE shall provide the requested record to the person in electronic form unless the person agrees to accept the record in another form, and with any further requirements of 45 C.F.R. 164.524, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATE where appropriate. (ref. 45 C.F.R. 164.504(e)(2)(ii)(E)).
- f. **Correction of Health Information by Individuals.** BUSINESS ASSOCIATE shall, upon receipt of notice from the CITY, amend or correct protected health information (PHI) in its possession or under its control.
- g. **Amendment and Incorporation of Amendments.** BUSINESS ASSOCIATE agrees to make Information available for amendment and to incorporate any amendments to Information in accordance with 45 C.F.R. 164.504(e)(2)(ii)(F)).
- h. **Provide Accounting.** BUSINESS ASSOCIATE agrees to make Information available as required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATE where appropriate. (ref. 45 C.F.R. 164.504(e)(2)(ii)(G)).
- i. **Access to Books and Records.** BUSINESS ASSOCIATE hereby agrees to make its internal practices, books, and records relating to

the use or disclosure of Information received from, or created or received by BUSINESS ASSOCIATE on behalf of the CITY, available to the Secretary or the Secretary's designee for purposes of determining compliance with the HHS Privacy Regulations. (ref. 45 C.F.R. 164.504(e)(2)(ii)(H)).

- j. Return or Destruction of Information.** At the termination of this Agreement, BUSINESS ASSOCIATE hereby agrees to adhere to Section B.3. of this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(I)).
- k. Mitigation Procedures.** BUSINESS ASSOCIATE agrees to have procedures in place for mitigating, to the maximum extent practicable, any deleterious effect from the use or disclosure of Information in a manner contrary to this Agreement or the HHS Privacy Regulations. (ref. 45 C.F.R. 164.530(f)).
- l. Sanction Procedures.** BUSINESS ASSOCIATE agrees and understands that it must develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Agreement of the HHS Privacy Regulations. (ref. 45 C.F.R. 164.530(e)(1)).
- m. Subpart E of 45 C.F.R. Part 164.** To the extent BUSINESS ASSOCIATE is to carry out one or more of CITY'S obligations under Subpart E of 45 C.F.R. Part 164, BUSINESS ASSOCIATE shall comply with the requirements of Subpart E that apply to CITY in the performance of such obligation(s).
- n. Prohibition against the Sale of Protected Health Information.** The BUSINESS ASSOCIATE shall comply with the requirements of Texas Health and Safety Code Sec. 181.153, and any amendments of that section.
- o. Notice and Authorization Required for Electronic Disclosure of PHI.** The BUSINESS ASSOCIATE shall comply with the requirements of Texas Health and Safety Code Sec. 181.154, and any amendments of that section, regarding the requirement of providing notice to an Individual for whom the BUSINESS ASSOCIATE creates or receives protected health information if the Individual's PHI is subject to electronic disclosure.
- p. State Law on Medical Records Privacy.** The BUSINESS ASSOCIATE shall abide by the requirements set forth in Texas Health and Safety Code Section 181.001 et. seq., and any amendments of that chapter.

8. **Property Rights.** The Information shall be and remain the property of the CITY. BUSINESS ASSOCIATE agrees that it acquires no title or rights to the Information, including any de-identified Information, as a result of this Agreement.
9. **Modifications.** The CITY and BUSINESS ASSOCIATE agree to modify this Business Associate Agreement, in order to comply with Administrative Simplification requirements of HIPAA, as set forth in Title 45, Parts 160 and 164, (Subparts A and E the “Privacy Rule” and Subparts A and C the “Security Rule”) of the Code of Federal Regulations.
10. **Automatic Amendment.** Upon the effective date of any amendment to the regulations promulgated by HHS with respect to PHI, this Business Associate Agreement shall automatically amend such that the obligations imposed on BUSINESS ASSOCIATE as a Business Associate remain in compliance with such regulations.

B. Term and Termination

1. **Term.** The Term of this Agreement shall be effective as of September 1, 2020, and shall terminate on August 31, 2021, or on the date covered entity terminates for cause as authorized in paragraph (B.2.) of this Section, whichever is sooner.
2. **Termination for Cause.** Upon the CITY’s knowledge of a material breach by BUSINESS ASSOCIATE, the CITY shall:
 - a. Provide an opportunity for BUSINESS ASSOCIATE to cure the breach or end the violation, and terminate if BUSINESS ASSOCIATE does not cure the breach or end the violation within the time specified by the CITY.
 - b. Immediately terminate the Business Associate Agreement if BUSINESS ASSOCIATE has breached a material term of this Business Associate Agreement and cure is not possible.
 - c. Notify the Secretary of HHS if termination is not possible.
3. **Obligations of Business Associate Upon Termination.** Upon termination of this Agreement for any reason, BUSINESS ASSOCIATE, with respect to protected health information received from CITY, or created, maintained, or received by BUSINESS ASSOCIATE on behalf of CITY, shall:
 - a. Retain only that protected health information which is necessary for BUSINESS ASSOCIATE to continue its proper management and administration or to carry out its legal responsibilities;

- b. Return to CITY, or, if agreed to by CITY, destroy, the remaining protected health information that the BUSINESS ASSOCIATE still maintains in any form and BUSINESS ASSOCIATE shall certify to the CITY that the Information has been destroyed;
- c. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as BUSINESS ASSOCIATE retains the protected health information;
- d. Not use or disclose the protected health information retained by BUSINESS ASSOCIATE other than for the purposes for which such protected health information was retained and subject to the same conditions set out at Section 1.e and 1.f above, which applied prior to termination; and
- e. Return to CITY or, if agreed to by CITY, destroy, the protected health information retained by BUSINESS ASSOCIATE when it is no longer needed by BUSINESS ASSOCIATE for its proper management and administration or to carry out its legal responsibilities.
- f. Survival. The obligations of BUSINESS ASSOCIATE under this Section shall survive the termination of this Agreement.

C. Remedies. If CITY determines that BUSINESS ASSOCIATE has breached or violated a material term of this Agreement, CITY may, at its option, pursue any and all of the following remedies:

- 1. Exercise any of its rights of access and inspection under Section A.7.e. of this Agreement;
- 2. Take any other reasonable steps that CITY, in its sole discretion, shall deem necessary to cure such breach or end such violation; and/or
- 3. Terminate this Agreement immediately.
- 4. Injunction. CITY and BUSINESS ASSOCIATE agree that any violation of the provisions of this Agreement may cause irreparable harm to CITY. Accordingly, in addition to any other remedies available to CITY at law, in equity, or under this Agreement, in the event of any violation by BUSINESS ASSOCIATE of any of the provisions of this Agreement, or any explicit threat thereof, CITY shall be entitled to an injunction or other decree of

specific performance with respect to such violation or explicit threat thereof, without any bond or other security being required and without the necessity of demonstrating actual damages. The parties' respective rights and obligations under this Section C.4. shall survive termination of the Agreement.

5. **Indemnification.** BUSINESS ASSOCIATE shall indemnify, hold harmless and defend CITY from and against any and all claims, losses, liabilities, costs and other expenses resulting from, or relating to, the acts or omissions of BUSINESS ASSOCIATE in connection with the representations, duties and obligations of BUSINESS ASSOCIATE under this Agreement. The parties' respective rights and obligations under this Section 5 shall survive termination of the Agreement.

D. Miscellaneous

1. **Regulatory References.** A reference in this Agreement to a HIPAA section means the section as in effect or as amended.
2. **Amendment.** CITY and BUSINESS ASSOCIATE agree that amendment of this Agreement may be required to ensure that CITY and BUSINESS ASSOCIATE comply with changes in state and federal laws and regulations relating to the privacy, security, and confidentiality of protected health information. CITY may terminate this Agreement upon 60 days written notice in the event that BUSINESS ASSOCIATE does not promptly enter into an amendment that CITY, in its sole discretion, deems sufficient to ensure that CITY will be able to comply with such laws and regulations. This Agreement may not otherwise be amended except by written agreement between the parties and signed by duly authorized representatives of both parties.
3. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.
4. **Notices.** Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

CITY: City of El Paso
Attn: City Manager
P. O. Box 1890
El Paso, Texas 79950-1890

COPY TO: City of El Paso
Department of Public Health
Attention: Director
5115 El Paso Drive
El Paso, TX 79905

BUSINESS ASSOCIATE: Town of Horizon City
Attn: Mayor
14999 Darrington Road
Horizon, Texas 79928

5. **Non-Waiver.** No failure by any Party to insist upon strict compliance with any term or provision of this Agreement, to exercise any option, to enforce any right, or to seek any remedy upon any default of any other Party shall affect, or constitute a waiver of, any Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this Agreement shall affect or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Agreement.
6. **Headings.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.
7. **Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, with venue in El Paso County, Texas.
8. **Compliance with Laws.** BUSINESS ASSOCIATE agrees that its obligations pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, BUSINESS ASSOCIATE reserves the right to notify CITY in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.
9. **Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.

10. **No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than CITY and BUSINESS ASSOCIATE, and their respective successors and assigns, any rights, obligations, remedies or liabilities.

11. **Entire Agreement; Counterparts.** This Agreement constitutes the entire Agreement between CITY and BUSINESS ASSOCIATE regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document.

(Signatures follow on next page)

STATE OF TEXAS)
)
COUNTY OF EL PASO)

HIPAA BUSINESS ASSOCIATE AGREEMENT

Signature Page

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the _____ day of _____, 2020.

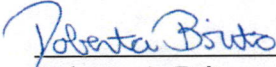
CITY OF EL PASO

Tomás González
City Manager

TOWN OF HORIZON CITY

Signature: _____
Name Printed: _____
Title: _____

APPROVED AS TO FORM:



Roberta A. Brito
Assistant City Attorney

APPROVED AS TO CONTENT:

Angela Mora
Interim Director, Department of Public
Health

Town of Horizon City Proposed Budget and Property Tax Rate FY 2021

Ordinance Introductions August 11, 2020
Budget Public Hearing September 1, 2020
Tax Rate Public Hearing September 15, 2020

Components of the Operating Budget

- ▶ General Fund – Provides funding via property tax, sales tax, franchise fees, permits and other revenue for:
 - Maintenance of existing facilities and equipment
 - Day to day operations conducted by the Town’s staff
- ▶ Debt Service – Provides Funding via property tax revenue for:
 - Interest on outstanding debt due within the fiscal year
 - Principal payments on debt due within the fiscal year
 - Other costs associated with servicing debt
- ▶ Street Fund– Provides Funding via ¼ cent sales tax for:
 - Maintenance of streets existing at the time of the voter referendum. Initial vote in 2013, renewed in 2017 and is up for renewal in 2021
- ▶ Transportation Reinvestment Zone Fund – Funding for road improvement via taxes on property improvements within the zone.
- ▶ Special Event Fund – Provides for the holiday events sponsored by the Town

**TOWN OF HORIZON CITY
2021 OPERATING BUDGET**

Description	2020	2021	Increase	Percent
<u>Revenues</u>				
General Fund	7,384,845	7,531,577	146,732	1.99%
Debt Service Fund	1,801,637	1,853,107	51,470	2.86%
Street Fund	998,000	1,120,000	122,000	12.22%
Transportation Reinvestment Zone Fund	99,001	149,326	50,325	50.83%
Special Event Fund	36,000	30,500	(5,500)	-15.28%
Total	10,319,483	10,684,510	365,027	3.54%
<u>Expenditures</u>				
General Fund	7,384,845	7,531,577	146,732	1.99%
Debt Service Fund	1,801,637	1,853,107	51,470	2.86%
Street Fund	998,000	1,120,000	122,000	12.22%
Transportation Reinvestment Zone Fund	99,001	149,326	50,325	50.83%
Special Event Fund	36,000	30,500	(5,500)	-15.28%
Total Expenditures	10,319,483	10,684,510	365,027	3.54%
Excess Revenue	-	-	-	

General Fund Budget Assumptions

- ▶ Expenses
 - ▶ a. 3.0% across the board increase to salaries
 - ▶ b. Increase to employee health benefit expenses of 7.80%
 - ▶ c. 17 basis points decrease to TMRS employer contribution – from 6.01% to 5.84%
 - ▶ d. Vehicles scheduled for replacement through the Enterprise lease agreement deferred until 2022
 - ▶ e. Addition of three employees and related expenses in
 - Building Services – Building Plans Examiner
 - Finance – Purchasing Agent
 - Public Safety – Police Officer
 - ▶ f. Hold other expenses at FY2020 levels

General Fund Budget Assumptions (Cont'd)

- ▶ Revenues
 - ▶ a. 4% increase to annualized FY2020 revenues for Sales taxes
 - ▶ b. Franchise taxes were held to FY2020 budget level.
 - ▶ c. ESD revenues per agreement based on estimated average cost of a dispatcher.
 - ▶ d. Building permits, Citations and Miscellaneous revenues are based FY2018 and FY2019 actuals due to change in activity.

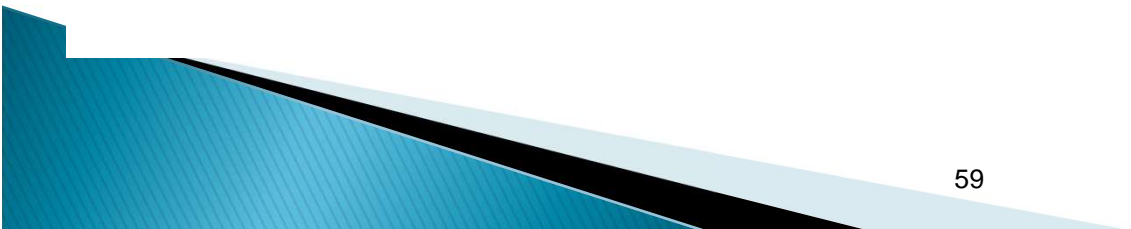
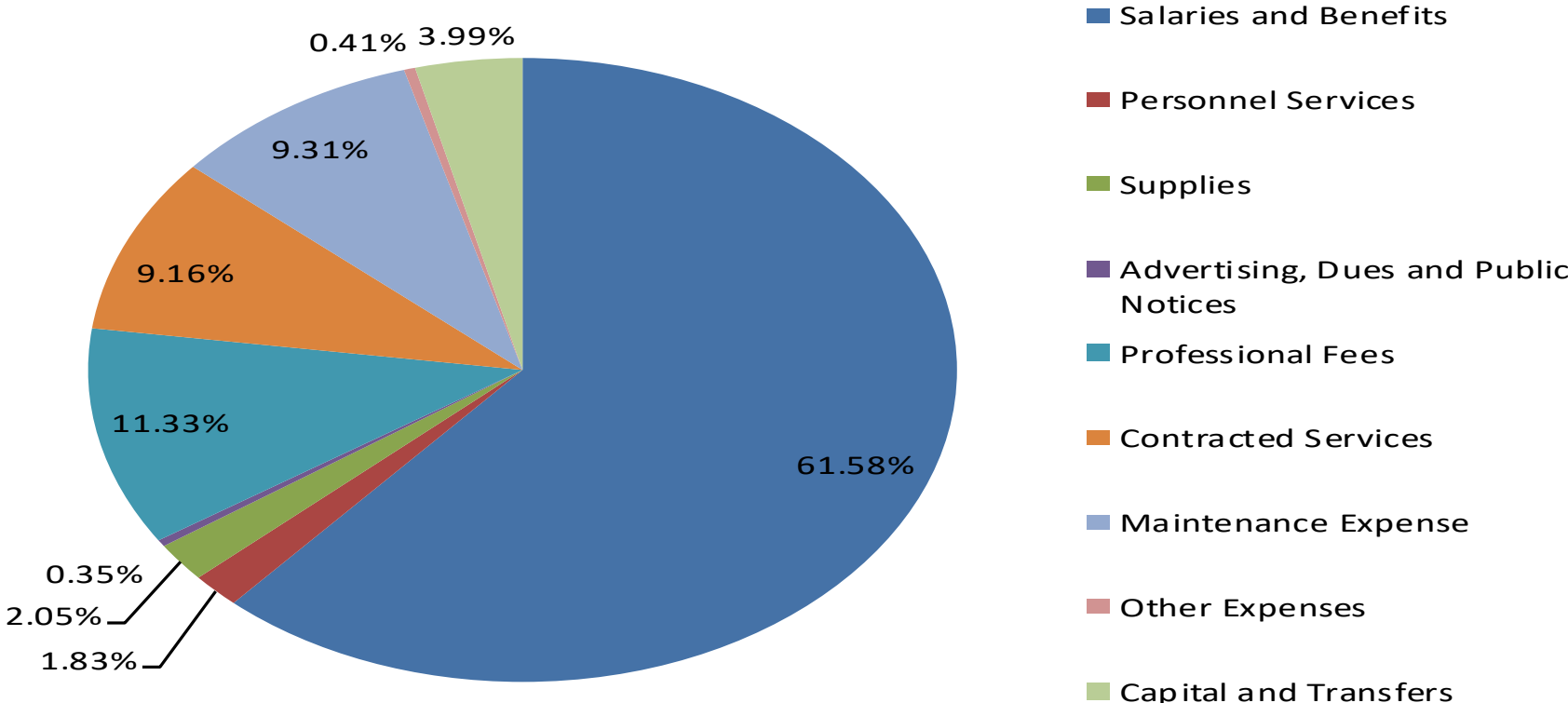
**TOWN OF HORIZON CITY
GENERAL FUND REVENUES
BUDGET 2020-2021**

Description	FY2019	Revised	FY2021	Increase/	Percentage
	Actuals	FY2020 Budget	Budget	(Decrease)	
Property Taxes	3,114,495	3,442,612	3,771,395	328,783	9.55%
Sales Taxes	1,567,813	1,602,541	1,894,710	292,169	18.23%
Franchise Fees	408,427	538,002	510,906	(27,095)	-5.04%
Building and Inspection Fees	818,633	795,389	569,200	(226,189)	-28.44%
Citations and Fees	243,156	247,323	243,073	(4,250)	-1.72%
Other Income	1,050,012	681,764	482,292	(199,471)	-29.26%
Interest Income	87,319	77,214	60,000	(17,214)	-22.29%
Total Revenue	7,289,855	7,384,845	7,531,577	146,732	1.99%
Taxable Values	840,027,802	880,882,947	934,626,481	53,743,534	
Maintenance & Operations Rate	0.366035	0.390814	0.403519	0.012705	3.25%

TOWN OF HORIZON CITY
GENERAL FUND EXPENDITURE SUMMARY BY FUNCTION
BUDGET 2020-2021

Line No.	Description	FY2019 Actuals	Revised FY2020 Budget	FY2021 Budget	Increase/ (Decrease)	Percentage
1	Salaries and Benefits	3,782,465	4,385,781	4,638,305	252,524	5.76%
2	Personnel Services	89,090	129,530	137,622	8,092	6.25%
3	Supplies	100,327	186,189	154,135	(32,054)	-17.22%
4	Advertising, Dues and Public Notices	43,742	28,000	26,469	(1,531)	-5.47%
5	Professional Fees	684,469	909,564	853,041	(56,523)	-6.21%
6	Contracted Services	377,495	501,990	689,584	187,594	37.37%
7	Maintenance Expense	600,621	607,330	701,271	93,941	15.47%
8	Other Expenses	25,639	37,400	30,840	(6,560)	-17.54%
9	Capital and Transfers	1,414,970	599,061	300,311	(298,750)	-49.87%
10	Total	7,118,817	7,384,845	7,531,577	146,732	1.99%

Percentage of Budget by Function



Maintenance & Operations Increase

GENERAL FUND INCREASE - 2021 BUDGET

1	2020 M & O Budget as Approved	7,184,845
2	Amendments	200,000
3	Revised 2019 M & O Budget	<u>7,384,845</u>
4	Add:	
5	Merit Increase	77,346
6	Additional Employees	149,520
7	Increase in Medical	22,302
8	Election Expenses	51,650
9	Reduction to Capital expenditures	(144,488)
10	Reduction to transfers and contingencies	(154,262)
11	Elite Ambulance Service	94,856
12	County Transit Services	36,000
13	Net effect of other changes	13,808
14	Subtotal Additional Expenses	<u>146,732</u>
15	Total Proposed Expenses	<u>7,531,577</u>

Interest & Sinking Fund Increase

DEBT SERVICE FUND INCREASE - 2021 BUDGET

1	2020 I & S Budget as Approved	1,801,637
2	Amendments	-
3	Revised 2020 M & O Budget	<u>1,801,637</u>
	Add:	
4	2019 Certificates of Obligation -Net increase of principal and decrease of interest	52,252
5	2014 Certificates of Obligation -Net increase of principal and decrease of interest	601
6	2005 Bond interest decrease	<u>(1,383)</u>
7	Subtotal Additional Expenses	51,470
8	Total Proposed Expenses	<u><u>1,853,107</u></u>

Components of the Tax Rate

- ▶ M & O – Maintenance and Operations
 - Maintenance of existing facilities and equipment
 - Day to day operations conducted by the Town's staff
- ▶ I & S – Interest and Sinking Funds
 - Interest on outstanding debt due within the fiscal year
 - Principal payments on outstanding debt due within the fiscal year

7/19/2020

HORIZON CITY

2020 Certified Totals

Total Appraised Value and Total Taxable Value as calculated under section 26.04, Tax Code

	Preceding Tax Year	Current Tax Year
Total appraised value of all property	1,093,283,916	1,138,261,043
Total appraised value of new property	26,216,353	37,015,358
Total taxable value of all property	915,337,991	959,406,493
Total taxable value of new property	25,825,693	34,862,053

**TOWN OF HORIZON CITY
TAX RATE CALCULATIONS**

Line No,	Description	Amount
	<u>Property Values</u>	
1	Certified Values	\$ 959,406,493.00
2	TRZ Capture Value	\$ 24,780,012.00
3	Available Taxable Value	\$ 934,626,481.00
4	<u>No New Revenue Tax Rate</u>	\$ 0.592190
	<u>Debt Service (I & S)</u>	
5	Proposed Debt Service Expenses	\$ 1,853,107.14
6	Taxable Property	\$ 934,626,481.00
7	Proposed I & S Tax Rate	\$ 0.199088
	<u>Maintenance and Operations</u>	
8	No New Revenue M & O Rate	\$ 0.389874
9	Maximum Increase for Voter Approval	3.50%
10	Voter Approved M & O Rate	\$ 0.403519
11	M & O Property Tax Revenue	\$ 3,771,395.43
	<u>Total Tax Rates</u>	
12	Proposed Tax Rate (Line 7 + Line 10)	0.602607
13	No New Revenue Tax Rate	0.592190
14	Voter Approved Tax Rate	0.602607
	<u>TRZ Revenues</u>	
15	TRZ Capture Value * Voter Approved Tax Rate	149,326.09
	<u>Total Tax Revenue</u>	
16	TRZ	\$ 149,326.09
17	Debt Service	\$ 1,853,107.14
18	Maintenance and Operation	\$ 3,771,395.43
19	Total Tax Revenue	\$ 5,773,828.66

Comparison of Current and Proposed Rates

TOWN OF HORIZON CITY PROPERTY VALUATION AND TAX RATES

Description	2020	2021	Increase	Percent
Property Valuation	880,882,947	934,626,481	53,743,534	6.10%
<u>Property Tax Rates</u>				
Maintenance & Operation	0.390814	0.403519	0.012705	3.25%
Debt Service	0.204526	0.199088	(0.005438)	-2.66%
Total	0.595340	0.602607	0.007267	1.22%
 Total Property Taxes	 5,244,249	 5,624,503	 380,253	 7.25%
No New Revenue Rate	0.488055	0.592190	0.104135	21.34%
Voter Approved Rate	0.596839	0.602607	0.005768	0.97%
Proposed Rate over No New Revenue Rate				1.76%
Proposed Rate over Voter Approved Rate				0.00%
<u>Average Home</u>	\$ 120,646	\$ 122,509	\$ 1,863	
	\$ 718.25	\$ 738.25	\$ 20.00	
<u>Low</u> \$70,000	\$ 416.74	\$ 421.82	\$ 5.08	
<u>High</u> \$300,000	\$ 1,786.02	\$ 1,807.82	\$ 21.80	

**TOWN OF HORIZON CITY
COMPARISON OF PROPERTY TAX RATES**

Description	2018	2019	2020	2021
Property Valuation	\$ 782,478,443	\$ 840,027,802	\$ 880,882,947	\$ 934,626,481
<u>Property Tax Rates</u>				
Maintenance & Operation	0.356376	0.366035	0.390814	0.403519
Debt Service	0.135380	0.125721	0.204526	0.199088
Total	0.491756	0.491756	0.595340	0.602607
<u>Change in Rates</u>				
Maintenance & Operation		0.009659	0.024779	0.012705
Debt Service		(0.009659)	0.078805	(0.005438)
Total		(0.000000)	0.103584	0.007267
<u>Percentage Change in Rates</u>				
Maintenance & Operation		2.71%	6.77%	3.25%
Debt Service		-7.13%	62.68%	-2.66%
Total		0.00%	21.06%	1.22%

Town of Horizon City Proposed Budget and Property Tax Rate FY 2021

- ▶ Questions?



TOWN OF HORIZON CITY
MEMORANDUM

Date: August 28, 2020

To: Honorable Mayor and Members of City Council

From: Teresa Quezada, CIP Manager

SUBJECT: Discussion and Action: On Change Order #4 to the construction contract with Spartan Construction for Horizon Mesa Park Improvements Project, Solicitation No. CIP 2018-002 (103) and authorizing the Mayor to execute documents

T. Quezada
8/28/2020

Change Order No. 4 to the construction contract with Spartan Construction of TXNM adds \$875.44 as indicated below, and a total of 37 calendar days to Milestone #1 to account for delays associated with the delivery of the large shade structure to be installed at the park. The milestone addition overlaps the contract time to some degree and extends the completion date but does not add the entire period to final completion date.

These amounts and time for completion have been requested by the contractor and reviewed and recommended by Greenway Studio, the design consultants and Huitt Zollars, the Town's Construction Manager on this project. The **total contract** amount after these changes is **\$1,069,962.19**. The updated **completion date for the project is September 17, 2020**.

Since the total time extension exceeds one calendar week, staff is presenting the change order to Council.

Change Item	Amount	Time
1. Adding milestone to contract to increase time to both substantial and final completion to account for delay in the delivery of shade structure (canopies).	0	37 days
2. Painting existing park benches	\$875.44	1 days

Total change orders to this point account for 1.23% increase to the original contract amount.

Staff recommends approval.

Attachment: Change Order Form

PROJECT: Horizon Mesa Park Improvements **DATE OF ISSUANCE:** September 1, 2020

OWNER: Town of Horizon City **BID NO.** CIP 18-103
 14999 Darrington Rd.
 Horizon City, Texas 79928

CONTRACTOR: SPARTAN CONSTRUCTION OF TXNM **ENGINEER:** Huitt-Zollars, Inc.

CONTRACT FOR: Park Improvements **ENGINEER'S PROJECT NO.** R312079.01

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGE TO THE CONTRACT DOCUMENTS:

Contractor is instructed to proceed with the work required by the Contract Documents. In addition, remove and or modify various bid items below. This Change Order increases the contract amount, increases the contract time, and adds a milestone to the contract as detailed for the various bid items:

Change Item No. 1 – Add a milestone to the contract to increase the Contract time by 22 Calendar days to account for the delay in the delivery of the shade structures to the project site.

Change Item No. 2 – Increase Contract amount by \$875.44 and Increase the Contract time by 1 Calendar Day to paint the existing park benches.

PURPOSE OF CHANGE ORDER:

Change Item No. 1 – This item will add a milestone to the contract time for the completion of the installation of the shade structures and complete the items that could not be constructed until the shade structures were erected. The supplier for the shade structures did not deliver the structures to the site due to delay in receiving materials to finish the structures due to COVID-19. There were several items that the Contractor was not able to complete in the scope of work until the structures were erected because equipment that would be needed to the construction would damage newly placed items. The Contractor provided plan with the items that would be pending until the shade structures were completed. The Construction Manager reviewed the plan and approved those items. The shade structures were delivered to the site on August 11, 2020 and the Contractor provided a schedule that indicated that it would take 22 days to complete the remaining work. In order to allow the contractor time to complete the remaining items identified in the contractor's plan Milestone No. 1 will be established. The contract time for Milestone No. 1 will begin from August 12, 2020 and will add to the contract time 22 days to substantial and 37 to final completion. The contract amount is **NOT CHANGED**. The contract time is **AMENDED BY ADDING MILESTONE NO. 1 OF 22 CALENDAR DAYS FOR SUBSTANTIAL COMPLETION AND 37 CALENDAR DAYS TO FINAL COMPLETION.**

Change Item No. 2 – The addition of additional work to paint the six (6) existing benches in the park. During the punch list walk through, it was determined that the existing benches color was in poor condition and needed to be painted to match the new park amenities. The contract amount is **INCREASED by \$ 875.44.** The contract time is **INCREASED BY 1 CALENDAR DAY.**

IMPACT TO COST AND CONTRACT TIME (EACH TIME):

INCREASE the contract by \$875.44 and INCREASE the Contract Time by 1 Calendar Day. Addition of Milestone No. 1.

Change Item No. 1	Milestone No.1			Contract Time INCREASE	22	Calendar Days (Substantial)
				Contract Time INCREASE	37	Calendar Days (Final)
Summary	Contract Cost NOT CHANGED	\$ 0.00		Contract Time INCREASED	22	Calendar Days (Substantial)
				Contract Time INCREASED	37	Calendar Days (Final)
 Change Item No. 2	 Contract Cost INCREASE	 \$ 875.44		 Contract Time INCREASE	 1	 Calendar Days
Summary	Contract Cost Increase/Decrease	\$ 875.44		Contract Time INCREASED	1	Calendar Days

ATTACHMENTS:

- Contractor Change Events
- Milestone No. 1 Schedule
- Contractor Plan for Remaining Work

PROJECT: Horizon Mesa Park

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME
<p>ORIGINAL PRICE</p> <p style="text-align: center;">\$1,056,913.88</p>	<p>ORIGINAL CONTRACT TIME</p> <p>MILESTONES: CONTRACT TIME: Substantial Completion: 120 Days Due Date: May 25, 2020 Final Completion: 150 Days Due Date: June 24, 2020</p>
<p>CONTRACT PRICE PRIOR TO THIS CHANGE ORDER</p> <p style="text-align: center;">\$1,069,086.75</p>	<p>CONTRACT TIME PRIOR TO THIS CHANGE ORDER</p> <p>MILESTONES: CONTRACT TIME: Substantial Completion: 172 Days Due Date: July 16, 2020 Final Completion: 202 Days Due Date: Aug 15, 2020</p>
<p>NET INCREASE/DECREASE OF THIS CHANGE ORDER</p> <p style="text-align: center;">\$ 875.44</p>	<p>NET INCREASE/DECREASE OF THIS CHANGE ORDER</p> <p>MILESTONES: CONTRACT TIME: Substantial Completion: 1 Calendar Days Final Completion: 1 Calendar Days</p> <p>Sub. Completion Milestone No. 1 22 Calendar Days Final Completion Milestone No. 1 37 Calendar Days</p>
<p>CONTRACT PRICE WITH ALL APPROVED CHANGE ORDERS</p> <p style="text-align: center;">\$1,069,962.19</p>	<p>CONTRACT TIME WITH ALL APPROVED CHANGE ORDERS</p> <p>MILESTONES: CONTRACT TIME: Substantial Completion: 173 Days Due Date: July 17, 2020 Final Completion: 203 Days Due Date: Aug 16, 2020</p> <p>Sub. Completion Milestone No. 1 22 Days Due Date: September 2, 2020 Final Completion Milestone No. 1 37 Days Due Date: September 17, 2020</p>

This amount indicated above shall be considered full and equitable adjustment for any claims, past and future, for the work described and shall include all costs, direct and indirect, including extended overhead.

ACCEPTED:

by _____
 Contractor

Date _____

RECOMMENDED:

by _____
 Roxanna Medina, PE
 Construction Manager

Date _____

REVIEWED:

by _____
 Town of Horizon-Public Works Director

Date _____

APPROVED:

by _____
 Ruben Mendoza-Mayor
 Town of Horizon

Date _____

ENGINEER'S SUMMARY AND CLASSIFICATION OF SOURCE OF CHANGE

Change Order No.: 4
Project: Horizon Mesa Park
Contractor: Spartan Construction of TXNM
Bid No.: CIP 18-003
Construction Manager: Huitt-Zollars Inc.
Designer: Greenway Studios
Total Impact to Cost: Increase \$875.44
Total Impact to Time: Increase 01 Calendar days

Milestone No. 1: Add: 22 Calendar days to substantial
 Add: 37 Calendar days to final

Change Item No. 1 Add a Milestone to Contract to allow for work to be completed for delay in shade structure delivery

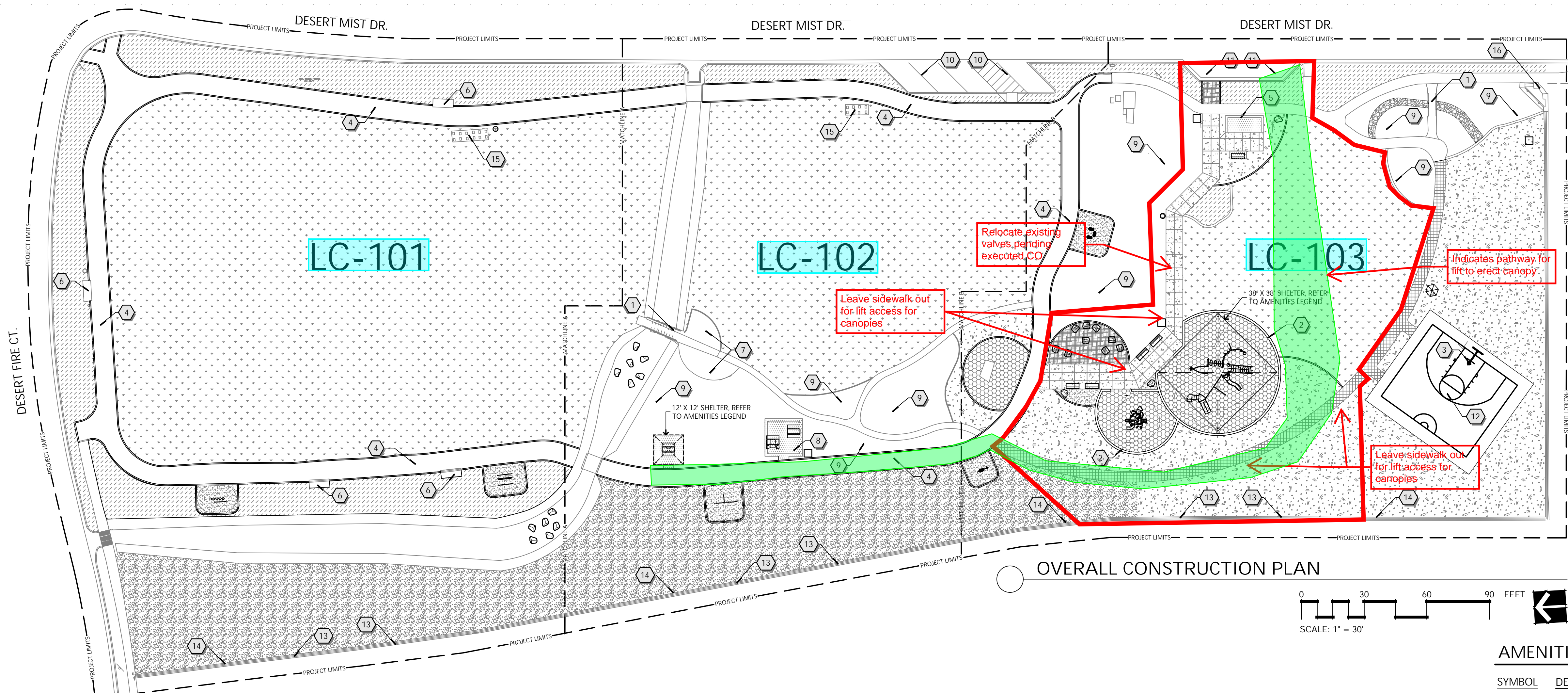
Classification: Unforeseen delays
Impact to Cost: None \$ 0.00
Impact to Time: **Milestone No. 1** 22 Calendar days to substantial
 37 Calendar days to final
Justification: See Purpose of Change Order
Cost Method: N/A

Change Item No. 2 Paint Existing Park Benches

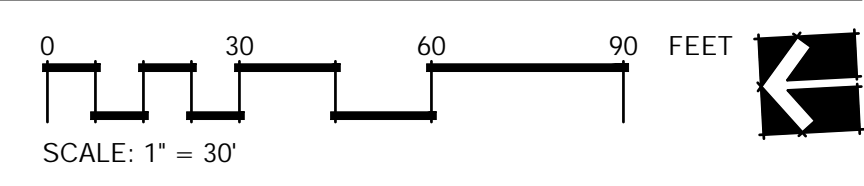
Classification: Owner Requested
Impact to Cost: Increase \$ 875.44
Impact to Time: Increase 1 Calendar days
Justification: See Purpose of Change Order
Cost Method: Negotiated-See Attached

Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	Activity % Complete	Qtr 3, 2020				
							Aug	Sep			
HMP-01 Horizon Mesa Park - Balance of Scope Schedule							22	22	11-Aug-20A	03-Sep-20	
A1000	Canopy Delivered	0	0	11-Aug-20,		100%			Canopy Delivered, 11-Aug-20A		
A1010	Erect Canopy	7	7	12-Aug-20	19-Aug-20	0%			Erect Canopy		
A1020	Electrical - Canopy	1	1	19-Aug-20	20-Aug-20	0%			Electrical - Canopy		
A1030	Install Rubber Surfacing	8	8	19-Aug-20	27-Aug-20	0%			Install Rubber Surfacing		
A1040	Pour Sidewalk/Mow urbs	8	8	19-Aug-20	27-Aug-20	0%			Pour Sidewalk/Mow urbs		
A1050	Install Landscape	7	7	19-Aug-20*	26-Aug-20	0%			Install Landscape		
A1060	Pour Curb/Valley Gutter	3	3	26-Aug-20*	29-Aug-20	0%			Pour Curb/Valley Gutter		
A1080	Install Seeding/Rock @ curb	4	4	26-Aug-20*	30-Aug-20	0%			Install Seeding/Rock @ curb		
A1070	Pave service lane	2	2	01-Sep-20*	02-Sep-20	0%			Pave service lane		
A1090	Punch Walk	0	0		03-Sep-20	100%			Punch Walk/Final Completion,		

█ Actual Level of Effort
 █ Actual Work
 █ Critical Remaining Work
 Primary Baseline
 █ Remaining Work
 ◆ Milestone



OVERALL CONSTRUCTION PLAN



AMENITIES LEGEND

SYMBOL DESCRIPTION

- PROVIDE AND INSTALL EXERPLAY HEALTHBEAT AB CRUNCH/LEG LIFT MODEL: 192451, OR APPROVED EQUAL. INSTALL AS PER MANUFACTURER'S RECOMMENDATIONS. REFER TO ELEVATIONS V/P-504.
- PROVIDE AND INSTALL EXERPLAY HEALTHBEAT BALANCE STEPS MODEL: 192454, OR APPROVED EQUAL. INSTALL AS PER MANUFACTURER'S RECOMMENDATIONS.
- PROVIDE AND INSTALL EXERPLAY HEALTHBEAT PARALLEL BARS MODEL: 192453, OR APPROVED EQUAL. INSTALL AS PER MANUFACTURER'S RECOMMENDATIONS.
- PROVIDE AND INSTALL EXERPLAY HEALTHBEAT ASSISTED ROW/PUSH-UP MODEL: 192452, OR APPROVED EQUAL. INSTALL AS PER MANUFACTURER'S RECOMMENDATIONS. REFER TO ELEVATIONS T/P-504.
- PROVIDE AND INSTALL EXERPLAY HEALTHBEAT PLYOMETRICS MODEL: 192459, OR APPROVED EQUAL. INSTALL AS PER MANUFACTURER'S RECOMMENDATIONS. REFER TO ELEVATIONS U/P-504.
- EXISTING GARDEN BRIDGE TO BE RESTORED BY CONTRACTOR. PROCESS REQUIRES SANDBLAST AND 3 COATS OF ZINC RICH EPOXY, FINISHING WITH 3 COATS OF POLYESTER POWDER COLOR RED OR SIMILAR. CONTRACTOR TO COORDINATE.
- PROVIDE AND INSTALL 24 INCH ROCK WALL. REFER TO DETAIL H/P-502.
- PROVIDE AND INSTALL BISON PR52 HEAVY-DUTY FINISHED ALUMINUM FAN GOOSENECK OR APPROVED EQUAL. REFER TO DETAIL J/P-502.
- PROVIDE AND INSTALL ASPHALT SURFACE. REFER TO ENGINEERING PLANS.
- NEW ROCK WALL TO HIDE AND PROTECT PORTABLE TOILETS. REFER TO ENGINEER PLANS AND DETAIL A/P-506.
- EXISTING CONCRETE PAD TO PRESERVE AND PROTECT.
- CONCRETE RIP-RAP AREA TO BE AMENDED BY CONTRACTOR SO AS TO RESTRICT FURTHER EROSION FROM BOTTOM OF CONCRETE SLAB.
- REINSTALL EXISTING 15' X 15' PARK SHELTER IN NEW LOCATION AS PER PLANS.
- EXISTING ROCK MULCH CONDITIONS, PRESERVE AND PROTECT.
- NEW PARKING AREA. REFER TO ENGINEERING PLANS.
- NEW SERVICE LANE. REFER TO ENGINEERING PLANS.
- PROVIDE AND INSTALL POST-TENSION CONCRETE COURT. REFER TO A/B/C/G-003.
- ROCKWALL REPOINTING. REFER TO ENGINEERING PLANS.
- NEW ANGLED ROCKWALL CAP. REFER TO ENGINEERING PLANS.
- EXISTING IRRIGATION VALVES
- FURNISH AND INSTALL HIGH QUALITY EXTERIOR PAINT FOR THE HORIZON MESA PARK SIGN.
- NEW CONCRETE SIDEWALK. REFER TO ENGINEERING PLANS.
- PROVIDE AND INSTALL 1-1/2" FRANKLIN RED ROCK MULCH, 3" DEPTH WITH DE WITT PRO 5 FILTER FABRIC OR APPROVED EQUAL.
- PROVIDE AND INSTALL GOLDEN BROWN SCREENINGS, 3" DEPTH WITH DE WITT PRO 5 FILTER FABRIC OR APPROVED EQUAL.
- EXISTING COBBLESTONE ROCK 3" TO PRESERVE AND PROTECT.
- PROVIDE AND INSTALL POURED-IN-PLACE RUBBER SURFACING. TYPE: BONDFLEX. COLORS: BLUE, YELLOW, GREEN AND RED OR APPROVED EQUAL. REFER TO DETAILS Z,AA,AB,AC,AD/LP-505.
- PROVIDE AND INSTALL SALT FINISH CONCRETE PAVING, BROOM FINISHED AT 3000 PSI. REFER TO DETAIL C/D/P-501.
- PRESERVE AND PROTECT EXISTING BERMUDA GRASS.
- PROVIDE AND INSTALL 1-1/2" FRANKLIN RED ROCK MULCH, 2" DEPTH WITH NO FILTER FABRIC.
- PROVIDE AND INSTALL GOLDEN BROWN STABILIZED SCREENINGS, WITH DE WITT PRO 5 FILTER FABRIC OR APPROVED EQUAL. REFER TO DETAIL I/P-502.
- PROVIDE AND INSTALL 4"-6" FRANKLIN RED ROCK MULCH, 3" DEPTH WITH DE WITT PRO 5 FILTER FABRIC OR APPROVED EQUAL.
- NEW CONCRETE PAD. REFER TO ENGINEERING PLANS.
- PROVIDE AND INSTALL 6 INCH CONCRETE MOW STRIP. REFER TO DETAIL F/P-501.
- PROVIDE AND INSTALL BIKE RACK, 5-LOOP RACK, POWDER COATED, SURFACE MOUNT. MATERIAL: STEEL. COLOR: BLUE, OR APPROVED EQUAL. REFER TO DETAIL M/P-502.
- PROVIDE AND INSTALL PET WASTE STATION OR APPROVED EQUAL. REFER TO DETAIL M/P-502.
- PROVIDE AND INSTALL DUMOR 500-60PL BENCH, SURFACE MOUNT, WITH ARMS, OR APPROVED EQUAL. REFER TO DETAIL K/P-502.
- PROVIDE AND INSTALL 55 GAL SIDE OPENING RECEPTACLE, WITH BONET ASH TOP, LID COLOR: SILVER, RECEPTACLE COLOR: NAVY. SURFACE MOUNT OR APPROVED EQUAL. REFER TO DETAIL L/P-502.
- PROVIDE AND INSTALL GOLDEN BROWN COLORED BOULDERS - 3' X 3' AND 2' X 2' PAIRS. PARTIALLY BURIED AND SMOOTH FLAT FACE UP SO AS TO CREATE COMFORTABLE SEATING.
- PROVIDE AND INSTALL DESERT TAN BOULDERS - 3' X 3', & 4' X 4', EVENLY MIXED, PARTIALLY BURIED. REFER TO DETAIL G/LP-501.
- PROVIDE AND INSTALL DUMOR TABLE 299, MODEL: 299-60-1HS, 1 BENCH SEAT, 2 STOOLS, ADA ACCESSIBLE, IN-GROUND MOUNTED OR APPROVED EQUAL. REFER TO DETAIL O/P-503.
- PROVIDE AND INSTALL DUMOR TABLE 299, MODEL: 299-60HS, 2 BENCH SEATS, IN-GROUND OR APPROVED EQUAL. REFER TO DETAIL F/P-503.
- REINSTALL EXISTING PET WASTE STATION IN NEW LOCATION AS PER PLANS.
- REINSTALL EXISTING TRASH RECEPTACLE IN NEW LOCATION AS PER PLANS.

- PROVIDE AND INSTALL EXERPLAY 5-12 YR. CRESTVIEW PARK MODEL: 70565-1-6. (PROVIDE A 201546 GYRO TWISTER, 116249 VERT. LADDER, WEB LINK (TRENCH NEEDED), 119805 SINGLE BEAM LOOP HORIZONTAL 84", 158997 POD CLIMBER 10" HEIGHT, 183276 RUSH SLIDE, 166809 E-POD/SEAT, 120818 PLAYSTRUCTURE SEAT, 152911 RIGHT TRANSFER MODULE, 123331 DOUBLE POLY SLIDE, 120818 PLAYSTRUCTURE SEAT, 184490 SWIGGLE STIX (NO CONNECTION DECKS), 166809 E-POD/SEAT, CRESCENT CLIMBER AND 182503 WELCOME SIGN 5-12 YEARS) OR APPROVED EQUAL. INSTALL AS PER MANUFACTURER'S RECOMMENDATIONS. REFER TO ELEVATIONS W,XY/P-504.
- PROVIDE AND INSTALL EXERPLAY 2-5 YR. MOTION MODEL: 197057, (INCLINED TUNNEL, LEAF SHAPE-AND-FIT, WIGGLE LADDER, SLIDE SHAPE-AND-FIT TABLE, LEAF TRAIL, RACE CAR/ROLLER TRACK, NUMBERS CLIMBER, RING-A-BELL, MARBLES, BONGO PANEL, BEAD PANEL, STEERING WHEEL, STEPPERS, ALPHABET PANEL AND SAND PLAY STATION WITH SIFTERS AND SEATS. AND 182503 WELCOME SIGN 2-5 YEARS) OR APPROVED EQUAL. INSTALL AS PER MANUFACTURER'S RECOMMENDATIONS. REFER TO ELEVATIONS S/P-504.
- PROVIDE AND INSTALL CLASSIC RECREATION - MESA MODEL SHELTER 38' X 38' (INGROUND MOUNTED) OR APPROVED EQUAL. THIS EQUIPMENT SHALL BE INSTALLED AS PER MANUFACTURER'S RECOMMENDATIONS. REFER TO DETAIL P/P-503.
- PROVIDE AND INSTALL CLASSIC RECREATION - MESA MODEL SHELTER 12' X 12' (INGROUND MOUNTED) OR APPROVED EQUAL. THIS EQUIPMENT SHALL BE INSTALLED AS PER MANUFACTURER'S RECOMMENDATIONS. REFER TO DETAIL P/P-503.

AMENITIES LEGEND

SYMBOL	DESCRIPTION
	PROVIDE AND INSTALL EXERPLAY HEALTHBEAT AB CRUNCH/LEG LIFT MODEL: 192451, OR APPROVED EQUAL. INSTALL AS PER MANUFACTURER'S RECOMMENDATIONS. REFER TO ELEVATIONS V/P-504.
	PROVIDE AND INSTALL EXERPLAY HEALTHBEAT BALANCE STEPS MODEL: 192454, OR APPROVED EQUAL. INSTALL AS PER MANUFACTURER'S RECOMMENDATIONS.
	PROVIDE AND INSTALL EXERPLAY HEALTHBEAT PARALLEL BARS MODEL: 192453, OR APPROVED EQUAL. INSTALL AS PER MANUFACTURER'S RECOMMENDATIONS.
	PROVIDE AND INSTALL EXERPLAY HEALTHBEAT ASSISTED ROW/PUSH-UP MODEL: 192452, OR APPROVED EQUAL. INSTALL AS PER MANUFACTURER'S RECOMMENDATIONS. REFER TO ELEVATIONS T/P-504.
	PROVIDE AND INSTALL EXERPLAY HEALTHBEAT PLYOMETRICS MODEL: 192459, OR APPROVED EQUAL. INSTALL AS PER MANUFACTURER'S RECOMMENDATIONS. REFER TO ELEVATIONS U/P-504.

REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION
1	EXISTING GARDEN BRIDGE TO BE RESTORED BY CONTRACTOR. PROCESS REQUIRES SANDBLAST AND 3 COATS OF ZINC RICH EPOXY, FINISHING WITH 3 COATS OF POLYESTER POWDER COLOR RED OR SIMILAR. CONTRACTOR TO COORDINATE.
2	PROVIDE AND INSTALL 24 INCH ROCK WALL. REFER TO DETAIL H/P-502.
3	PROVIDE AND INSTALL BISON PR52 HEAVY-DUTY FINISHED ALUMINUM FAN GOOSENECK OR APPROVED EQUAL. REFER TO DETAIL J/P-502.
4	PROVIDE AND INSTALL ASPHALT SURFACE. REFER TO ENGINEERING PLANS.
5	NEW ROCK WALL TO HIDE AND PROTECT PORTABLE TOILETS. REFER TO ENGINEER PLANS AND DETAIL A/P-506.
6	EXISTING CONCRETE PAD TO PRESERVE AND PROTECT.
7	CONCRETE RIP-RAP AREA TO BE AMENDED BY CONTRACTOR SO AS TO RESTRICT FURTHER EROSION FROM BOTTOM OF CONCRETE SLAB.
8	REINSTALL EXISTING 15' X 15' PARK SHELTER IN NEW LOCATION AS PER PLANS.
9	EXISTING ROCK MULCH CONDITIONS, PRESERVE AND PROTECT.
10	NEW PARKING AREA. REFER TO ENGINEERING PLANS.
11	NEW SERVICE LANE. REFER TO ENGINEERING PLANS.
12	PROVIDE AND INSTALL POST-TENSION CONCRETE COURT. REFER TO A/B/C/G-003.
13	ROCKWALL REPOINTING. REFER TO ENGINEERING PLANS.
14	NEW ANGLED ROCKWALL CAP. REFER TO ENGINEERING PLANS.
15	EXISTING IRRIGATION VALVES
16	FURNISH AND INSTALL HIGH QUALITY EXTERIOR PAINT FOR THE HORIZON MESA PARK SIGN.

REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION
	NEW CONCRETE SIDEWALK. REFER TO ENGINEERING PLANS.
	PROVIDE AND INSTALL 1-1/2" FRANKLIN RED ROCK MULCH, 3" DEPTH WITH DE WITT PRO 5 FILTER FABRIC OR APPROVED EQUAL.
	PROVIDE AND INSTALL GOLDEN BROWN SCREENINGS, 3" DEPTH WITH DE WITT PRO 5 FILTER FABRIC OR APPROVED EQUAL.
	EXISTING COBBLESTONE ROCK 3" TO PRESERVE AND PROTECT.
	PROVIDE AND INSTALL POURED-IN-PLACE RUBBER SURFACING. TYPE: BONDFLEX. COLORS: BLUE, YELLOW, GREEN AND RED OR APPROVED EQUAL. REFER TO DETAILS Z,AA,AB,AC,AD/LP-505.
	PROVIDE AND INSTALL SALT FINISH CONCRETE PAVING, BROOM FINISHED AT 3000 PSI. REFER TO DETAIL C/D/P-501.
	PRESERVE AND PROTECT EXISTING BERMUDA GRASS.
	PROVIDE AND INSTALL 1-1/2" FRANKLIN RED ROCK MULCH, 2" DEPTH WITH NO FILTER FABRIC.
	PROVIDE AND INSTALL GOLDEN BROWN STABILIZED SCREENINGS, WITH DE WITT PRO 5 FILTER FABRIC OR APPROVED EQUAL. REFER TO DETAIL I/P-502.
	PROVIDE AND INSTALL 4"-6" FRANKLIN RED ROCK MULCH, 3" DEPTH WITH DE WITT PRO 5 FILTER FABRIC OR APPROVED EQUAL.
	NEW CONCRETE PAD. REFER TO ENGINEERING PLANS.
	PROVIDE AND INSTALL 6 INCH CONCRETE MOW STRIP. REFER TO DETAIL F/P-501.

REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION
	PROVIDE AND INSTALL BIKE RACK, 5-LOOP RACK, POWDER COATED, SURFACE MOUNT. MATERIAL: STEEL. COLOR: BLUE, OR APPROVED EQUAL. REFER TO DETAIL M/P-502.
	PROVIDE AND INSTALL PET WASTE STATION OR APPROVED EQUAL. REFER TO DETAIL M/P-502.
	PROVIDE AND INSTALL DUMOR 500-60PL BENCH, SURFACE MOUNT, WITH ARMS, OR APPROVED EQUAL. REFER TO DETAIL K/P-502.
	PROVIDE AND INSTALL 55 GAL SIDE OPENING RECEPTACLE, WITH BONET ASH TOP, LID COLOR: SILVER, RECEPTACLE COLOR: NAVY. SURFACE MOUNT OR APPROVED EQUAL. REFER TO DETAIL L/P-502.
	PROVIDE AND INSTALL GOLDEN BROWN COLORED BOULDERS - 3' X 3' AND 2' X 2' PAIRS. PARTIALLY BURIED AND SMOOTH FLAT FACE UP SO AS TO CREATE COMFORTABLE SEATING.
	PROVIDE AND INSTALL DESERT TAN BOULDERS - 3' X 3', & 4' X 4', EVENLY MIXED, PARTIALLY BURIED. REFER TO DETAIL G/LP-501.
	PROVIDE AND INSTALL DUMOR TABLE 299, MODEL: 299-60-1HS, 1 BENCH SEAT, 2 STOOLS, ADA ACCESSIBLE, IN-GROUND MOUNTED OR APPROVED EQUAL. REFER TO DETAIL O/P-503.
	PROVIDE AND INSTALL DUMOR TABLE 299, MODEL: 299-60HS, 2 BENCH SEATS, IN-GROUND OR APPROVED EQUAL. REFER TO DETAIL F/P-503.
	REINSTALL EXISTING PET WASTE STATION IN NEW LOCATION AS PER PLANS.
	REINSTALL EXISTING TRASH RECEPTACLE IN NEW LOCATION AS PER PLANS.

NOTES:
 THE CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITY LINES WITHIN THE CONSTRUCTION AREA.
 ANY DAMAGE TO EXISTING FACILITIES CAUSED BY CONSTRUCTION ACTIVITY SHALL BE REPAIRED OR REPLACED AT THE CONTRACTOR'S EXPENSE.
 EXISTING UTILITY LINES ARE TO BE BLUE STAKED PRIOR TO EXCAVATION FOR ANY WORK CONTAINED IN THESE PLANS. CHECK AND FIELD VERIFY ALL SITE CONDITIONS, UTILITIES AND SERVICES PRIOR TO EXCAVATION. CALL BEFORE YOU DIG.



817 OLIVE AVE. | El Paso, TX 79901
 p 915.873.7393 / 915.873.7313
 www.greenway-studio.com



HORIZON MESA PARK

14301 DESERT SHADOW DR.
 HORIZON CITY, TEXAS 79928



REVISION SCHEDULE

Number	Date	Description

PROJECT STATUS:	100% CDs
ISSUE DATE:	JULY 2019
PROJECT NO.:	CIP18-103
DRAWN BY:	IP
CHECKED BY:	DAP

sheet name
 CONSTRUCTION PLAN
 LC-100



Spartan Construction of TX & NM
 5780 N.Mesa
 El Paso, Texas 79912
 P: (915) 760-6171
 F: (972) 591-4523

Project: CIP-2018-003 - HORIZON MESA PARK IMPROVEMENTS
 14301 DESERT SHADOW DR.
 HORIZON CITY, Texas 79928

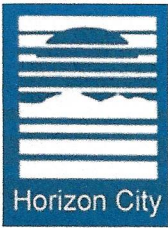
CHANGE EVENT #CE-014 - Paint 6 Existing Benches

Origin: Meeting #1: In the field meeting
Date Created: 8/19/2020
Status: Open
Type: Owner Change
Description: PCO includes material and labor to paint the 6 existing benches to match the new hand rails. PCO requires 1 additional day.
Attachments:

Created By: Ashton Allen
Scope: TBD
Change Reason: Client Request

CHANGE EVENT LINE ITEMS

Cost Code	Cost Type	Vendor / Contract	Revenue			Cost				Over/ Under	Budget Mod.
			ROM	Prime CCO	Latest Price	ROM	RFQ	Commit.	Latest Cost		
			\$0.00		\$0.00	\$750.00			\$750.00	\$(750.00)	
		Description: ADD: Paint 6 existing benches									
			\$0.00		\$0.00	\$112.50			\$112.50	\$(112.50)	
		Description: ADD: Spartan Markup (15%)									
			\$0.00		\$0.00	\$12.94			\$12.94	\$(12.94)	
		Description: ADD: Bond of 1.5%									
Grand Totals			\$0.00	\$0.00	\$0.00	\$875.44	\$0.00	\$0.00	\$875.44	\$(875.44)	\$0.00



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: August 28, 2020
To: Honorable Mayor and Members of City Council
From: Teresa Quezada, CIP Manager
SUBJECT: Update for Transit Oriented Development (TOD) and Tax Increment Reinvestment Zone (TIRZ).

*Teresa Quezada
8/28/2020*

At the June 9, 2020 Council meeting, staff presented a proposed Tax Increment Reinvestment Zone (TIRZ) as a strategy to proceed with activating the 82 acres on the northeast quadrant of the intersection of N. Darrington Road and Horizon Blvd., the Transit Oriented Development as identified on the Town's Comprehensive Plan. Since that time, staff has been following the steps outlined in that presentation to establish a TIRZ.

Several of the steps to develop the TIRZ require council approval. A subsequent item on Council's September 1, 2020 agenda is an agreement with Huitt Zollars to estimate and program the infrastructure and facilities planned for the TOD Town Center. These efforts are necessary to develop the Preliminary Financing Plan required for TIRZ adoption.

Another item which affords Horizon City flexibility is the Reimbursing Resolution also on this agenda. Indicating that the Town expects to reimburse itself from future debt issuance means that, if appropriate, the Town could reimburse itself for eligible expenditures incurred prior to the issuance of the debt. While no definitive plans to issue debt have been made, several federal and state programs call for a local entity to issue debt which is then purchased by a federal or state agency. This process replaces the usual placement on bond market of municipal debt. If such a funding mechanism is feasible, then some of the costs incurred to develop preliminary programming or plans could be reimbursed by those debt instruments.

Staff plans to coordinate more closely with the Horizon Regional Municipal Utility District (HRMUD) and El Paso County throughout the next few months to facilitate their participation in the proposed TIRZ. Preliminary conversations with the HRMUD Board and Commissioners Court have been promising; as the Town refines its estimates and performs its due diligence for TIRZ adoption, additional information and schedule coordination will be required to bring the HRMUD and County on board as partners in the TIRZ.

Staff will also present a preliminary schedule for the TIRZ adoption and will be available to answer questions from Council.

The proposed TIRZ is illustrated below.



**ORDINANCE NO. 0255
AMENDMENT NO. 03**

AN ORDINANCE AMENDING ORDINANCE NO. 0255 (AMENDMENT NO. 03) OF THE TOWN OF HORIZON CITY, ADOPTING THE MUNICIPAL BUDGET FOR THE 2019-2020 FISCAL YEAR, TO ALLOW FOR THE BUDGETING AND EXPENDITURE OF FUNDS FOR TRANSIT ORIENTED DEVELOPMENT PROJECT AND TAX INCREMENT REINVESTMENT ZONE PRELIMINARY PLANNING; AND PROVIDING FOR REPEALER AND SEVERABILITY CLAUSES.

- WHEREAS**, an Ordinance was enacted on the 10th day of September 2019, which adopted a budget for the fiscal year of October 1, 2019 to September 30, 2020 for the Town of Horizon City; and
- WHEREAS**, an amendment to the Ordinance (Amendment No. 01) was enacted on November 19, 2020 to amend said budget for municipal purposes to add the transfer of Prior Year Fund Surplus (Net Excess Revenues from FY2019 Budget) funds to increase by \$88,000 for Building Maintenance, Budgeting Software and General Contingency; and
- WHEREAS**, the Town of Horizon City has approved those certain municipal facilities (“Municipal Facilities”) on May 9, 2018 in the 2018 Capital Improvement Program which will be funded by additional public finance issuances and other available funding through future issuances; and
- WHEREAS**, an amendment to the Ordinance (Amendment No. 02) was enacted on May __, 2020 to amend said budget for municipal purposes to add the transfer of budget of Contingency Funds from FY2019-2020 Budget to increase the available funds by \$100,000 for Property Acquisition for the Municipal Facilities.
- WHEREAS**, it is now necessary to amend said budget for municipal purposes to add the transfer of funds from Public Services in the FY2019-2020 Budget to increase the available funds by \$88,000 for the City Engineer – Contracted line item in the Development Services Department Budget for the services relating to the Transit Oriented Development Project and Tax Oriented Reinvestment Zone preliminary planning services, as this funding and expenditures necessary to provide these services were not included in the budget.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE TOWN OF HORIZON CITY, that:

1. FINDINGS OF FACT

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

2. BUDGET AMENDMENT

That funds shall be transferred, as set forth in Attachment A, for the above-stated purpose.

3. REPEALER

To the extent reasonably possible, ordinances are to be read together in harmony. However, all ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

4. SEVERABILITY

Should any of the clauses, sentences, paragraphs, sections or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

5. PROPER NOTICE & MEETING

This budget amendment shall be in file with the City Clerk for public inspection. 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, Texas Government Code Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED & APPROVED this, the ____ day of _____, 2020, by a vote of ____ (ayes) to ____ (nays) to ____ (abstentions) of the City Council of Horizon City, Texas.

TOWN OF HORIZON CITY:

by: _____
Ruben Mendoza, Mayor

[Signatures continued on following page]

ATTEST:

Elvia Schuller, City Clerk

APPROVED AS TO FORM:

Bertha A. Ontiveros, Assistant City Attorney

First Reading: September 1, 2020

Second Reading: September 15, 2020

DRAFT

MEMORANDUM

TO: Honorable Mayor Mendoza and Council Members

FROM: Pat Randleel, Finance Director

CC: File

DATE: August 19, 2020

RE: BUDGET FY2020 TRANSFER REQUEST - TIRZ

I am requesting to transfer, from one specific line item in the FY2020 General Fund Budget to another line item, the amount of **\$88,000** for expenses related to the development of the Tax Increment Reinvestment Zone 2020. These expenses will cover the cost of professional services. Due to planning delays with the County of El Paso, the funds will not be needed in FY2020

The amount is available line item 01-502-5105 Mass Transit. The amount of this line item can be reallocated as the purpose for which it was designated will not be fully realized until FY2021. Attached is the transfer memo indicating the "From" and "To" accounts.

MEMORANDUM

TO: Mayor Ruben Mendoza
FROM: Pat Randleel
DATE: August 19, 2020
RE: Request for Line Item Transfer of Budget Funds

As allowed by the City Charter, I am requesting a transfer of the following budgeted funds from the Public Service -Mass Transit line to the Planning . City Engineer line. The transfer is needed in order to facilitate the necessary work to develop the Town's Tax Increment Reinvestment Zone 2020.

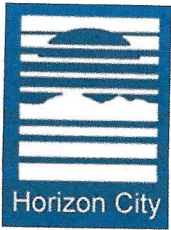
From	Amount	To	Amount
01-502-5105	88,000.00	01-509-5160	88,000



August 19,2020

Department Head

Date



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: August 28, 2020
To: Honorable Mayor and Members of City Council
From: Teresa Quezada, CIP Manager *T. Quezada 8/28/2020*
SUBJECT: Professional Services agreement with Huitt Zollars for Professional Services RFQ 2020-001 – Transit Oriented Development – Town Center (TOD-TC) Estimating Services

The attached consultant agreement retains Huitt Zollars and their team to provide estimating and programming services for the Transit Oriented Development Town Center (TOD-TC) Phase of the proposed TOD area. One of the first necessary tasks to develop the required documents for Council to consider the adoption of a Tax Increment Reinvestment Zone (TIRZ) is the development of a Preliminary Financing Plan which includes project estimates for the projects to be considered within the TIRZ. That is the first tasks to be assigned to Huitt Zollars and their team under this agreement.

Given the funding opportunities that may arise as the Town continues developing the Transit Oriented Development and the anticipated coordination with funding agencies, the Town is recommending a *requirements contract* where the Town will issue task orders to Huitt Zollars to provide specific estimating and programming tasks that meet the funding agencies requirements. Huitt Zollars' work will provide the estimates and engineering justification that will be required to develop grant and loan applications for the programmed infrastructure and municipal facilities to be built at the TOD-TC.

Huitt Zollars was selected through the Council-approved architect and engineer selection process. Staff recommends approval of the agreement.

THE STATE OF TEXAS) ENGINEERING SERVICES AGREEMENT
) FOR PROFESSIONAL SERVICES
 COUNTY OF EL PASO) (RFQ2020-001: TOD-TC Estimating & Planning)

THIS AGREEMENT is made and effective on the last date written on the signature page, by and between the **TOWN OF HORIZON CITY**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**City**”, and **HUITT-ZOLLARS, INC.**, a Texas Corporation, hereinafter referred to as the “**Engineer**”.

RECITALS

WHEREAS, the Town of Horizon City has identified in its Comprehensive Plan, Shaping our Horizon: 2030 an 82-acre site to develop as a transit oriented development (“TOD”) area, generally located at the intersection of Darrington Road and Horizon Boulevard.

WHEREAS, the City issued a Request for Qualifications, RFQ No. 2020-0001, for the first phase of the TOD, the Professional Engineering Services for Transit Oriented Town Center – Estimating and Preliminary Planning Services Phase 1 (“TOD-TC” or “Project”), relating to the City's 2018 Parks and Municipal Facilities Capital Improvement Program ("CIP") as approved by City Council on May 15, 2018, attached hereto as Attachment “A” (“RFQ”);

WHEREAS, the Engineer submitted its Statement of Qualifications in response to such RFQ and is a qualified architect/engineering firm and was selected through the City's approved Architect and Engineering (A/E) Selection Process, in accordance with all applicable state and local laws and ordinances; and

WHEREAS, the Parties wish to enter into an on-call agreement for professional engineering services (“Agreement”) with respect to Estimating and Preliminary Planning Services Phase I and related TOD-TC services, including, but not limited to, the evaluation of the feasibility of a Tax Increment Reinvestment Zone and TOD services, as set forth in the Project Scope provided by the City in the attached RFQ, Attachment “A” (“Project”).

AGREEMENT

NOW, THEREFORE, for the consideration set forth in the Agreement, City and the Engineer agree to the following terms and conditions.

**ARTICLE I.
ATTACHMENTS**

1.1.1 The below attachments are hereby attached to this Agreement for the planning, programming and site assessment services for the TOD-TC Project and are incorporated herein by reference for all purposes, as follows:

Attachment “A” Project Scope (RFQ No. 2020-001)

Attachment “B”	Project proposal: Engineer’s letter Re: Transit Oriented Town Center Estimating and Preliminary Planning Services
Attachment “C”	Engineer's Fee Proposal and Unit/Hourly Rates
Attachment “D”	Form of Task Order
Attachment “E”	Insurance Certificates

ARTICLE II. PROJECT COVERED UNDER THIS AGREEMENT

2.1 The City hereby agrees to retain the Engineer and the Engineer agrees to perform professional services for the Project to perform estimating, planning and programming, conceptual design and costs analysis services as a Professional Engineer for the TOD-TC Project and related projects covered by this Agreement on a project-by-project basis by issuance of a task order. The Engineer’s services shall consist of services set forth in the Scope of Services as further described in **Attachment “A”**.

2.2 Specific project services shall be determined on a case-by-case basis and, prior to commencement of the work, the parties shall execute a Task Order and Engineer shall be authorized to perform the services, as may be appropriate for such assigned project and scope. A Task Order may be executed by Public Works Director in consultation with the CIP Manager, provided the amount of the Task Order does not exceed \$10,000.00; in the event the Task Order exceeds such amount (as may be revised by Section 3.1.1), the Task Order shall be executed by the Mayor or his designee.

The Engineer shall submit a detailed proposal for the scope and cost of services delineating the staff-hours required by the Engineer or its subconsultant. Each individual Task Order will identify the specific assigned project based upon the Scope of Services set forth in **Attachment “A”**. Each Task Order authorization will identify the scope, compensation, location, conditions, procedures, schedule of performance/deliverables and associated services for each specific assigned project (“Project”).

2.3 Any assigned Task Order executed by both parties shall be incorporated and become a part of this Agreement.

2.4 The Engineer shall serve as the City’s professional representative in the Project and shall give consultation and advice to the City during the performance of services.

2.5 The City shall provide all available information to the Engineer as to the Project and any Task Order for which Engineer will provide the services for the City. Should Engineer determine that the information provided is inadequate to proceed, Engineer shall notify the CIP Manager, who shall direct Engineer on how to acquire or develop the needed information. The City shall also provide to the Engineer, all known information pertinent to the Project site, including previous reports and other data relative to design, such as appraisals or physical conditions now existing at the Project site. In performing its services, the Engineer will be entitled to rely upon the accuracy of the City provided information. All steps under this section shall be undertaken and completed

no later than 14 days after the Engineer receives Notice to Proceed from the City.

2.5 The City hereby designates the CIP Manager as the City's representative with respect to the professional services to be provided by the Engineer pursuant to this Agreement. The CIP Manager shall have complete authority to transmit instructions, receive information, interpret and define City's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement or any Task Order. The CIP Manager will render written decisions within a five working day time period.

ARTICLE III. ENGINEER FEES AND PROJECTS BUDGET

3.1 PAYMENT TO ENGINEER. The City shall pay for the Engineer's Services based on the pre-established hourly rates as set forth in **Attachment "A"**. The City shall pay to the Engineer for all of the on-call services under this Agreement a total aggregate contract amount not to exceed One Hundred Fifty Thousand and no/100 Dollars (\$150,000.00) ("Total Contract Cost"), subject to appropriation of funds for FY 2020-2021. The amounts listed in a Task Order's re-established fees within the detailed breakdowns of the anticipated and estimated services, shall be the estimated amounts of the total cost for the Project ("Total Project Cost").

3.1.1 In the event that the Engineer proposes to perform services as identified in a Task Order that will result in costs exceeding the estimated total contract costs set forth as a "Subtotal Project Cost" or as the "Total Project Cost" therein, the Engineer shall provide written notice to the designated representative of the need for such services. The Mayor or his designee may authorize the Engineer's services in an amount not to exceed ten percent (10%) of the estimated Total Project Cost without further action by City Council. Should further services as identified in any Task Order, exceeding this additional cost, be necessary, such additional services and payment must be approved by the City Council.

In addition, the City shall pay to the Engineer such reimbursable expenses performed pursuant to this Agreement and any Task Order.

3.2 ENGINEER'S SERVICES. The Engineer shall provide estimating, planning and programming, conceptual design and costs analysis services for the Project as set forth in **"Attachment A"**. The Engineer shall provide services for any Project as set forth in a specific Task Order. The City agrees to pay, and the Engineer agrees to accept such fees as specified in the applicable Task Order for each Project as full and final compensation of the work accomplished for that Task Order.

3.3 ENGINEER'S INVOICES. The Engineer shall bill the City separately for the services under this Agreement not more often than monthly, through written invoices. Invoices shall indicate the costs for the various services.

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total Project budget(s), the total amount(s) authorized for the Engineer, the current invoiced amount(s) and the amount(s) billed to date. In addition to the Summary, each invoice shall

provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of each phase. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

3.3.2 The City agrees to pay invoices for all services performed as soon as reasonably possible, but not later than thirty (30) days from receipt. Upon dispute, however, the City may, upon notice to the Engineer, withhold payment to the Engineer for the amount in dispute only, until such time as the exact amount of the disputed amount due the Engineer is determined. The total amount paid to Engineer shall not exceed Engineer's fee proposal, except by written amendment to this Amendment, executed by both parties.

3.4 COSTS NOT ENUMERATED. Except as specifically set forth in this Agreement or the applicable Task Order, and its attachments, all costs related to the completion of the services requested herein shall be borne by the Engineer and not passed on to the City or otherwise paid by the City, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.

ARTICLE IV. PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The estimating, planning and programming, conceptual design and costs analysis services for the TOD-TC Project shall continue through the completion of the Project, but no longer than one (1) year from the date the parties both execute this Agreement, [with the City's option to extend the contract for one additional one-year period.]

The engineering services for the any assigned project shall continue through the completion of the Project, and as stated in any Task Order and schedule approved by the City.

4.2 TERMINATION. This Agreement may be terminated in its entirety, or any Task Order may be terminated separately without affecting this Agreement or any other Task Order or amendment, as provided herein. In the event of a termination of this Agreement or a Task Order, in whole or in part, the Engineer shall surrender all Project/Task related documents to the City within five (5) business days of the effective date of the termination.

4.2.1 TERMINATION BY CITY. It is mutually understood and agreed by the Engineer and City that the City may terminate this Agreement or any Task Order, in whole or in part for the convenience of the City, upon **fourteen (14) consecutive calendar days** written notice. It is also understood and agreed that upon such notice of termination, the Engineer shall cease the performance of services under this Agreement or the executed Task Order, as applicable. Upon such termination, the Engineer shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the City's notice of termination. City shall compensate Engineer in accordance with this Agreement or the applicable Task Order; however, the City may withhold any payment to the Engineer that is held to be in dispute for the purpose of set-off until such time as the exact amount

due the Engineer from the City is determined. Nothing contained herein, or elsewhere in this Agreement or any Task Order shall require the City to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

4.2.2 TERMINATION BY EITHER PARTY. It is further understood and agreed by the Engineer and City that either party may terminate this Agreement or any Task Order in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement or the applicable Task Order and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the City retains the right to immediately terminate this Agreement or any Task Order for default if the Engineer violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement or the applicable Task Order. In the event of termination by the City pursuant to this subsection, the City may withhold payments to the Engineer for the purpose of setoff until such time as the exact amount due the Engineer from the City is determined.

4.2.3 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE. Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement or any Task Order. The provisions set forth in Section 5.2 shall survive the termination of this Agreement or any Task Order and continue to be applicable to the Agreement or any Task Order, unless otherwise specifically agreed to by the Parties.

ARTICLE V. INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. The Engineer shall maintain insurance, as required by the Agreement, during the term of this Agreement and any or all Task Orders. Failure to maintain said insurance shall be considered a material breach of this Agreement. or the applicable Task Order

5.1.1 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE. The Engineer shall procure and shall maintain, at Engineer's sole expense, and shall cause subconsultants to procure and maintain, during the life of this Agreement, such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance with the below coverages and limits of insurance with insurers licensed to do business in the State of Texas. Certificates of such insurance and evidence of policy endorsement for additional insured(s) shall be executed by the insurer in a form satisfactory to the City. Such insurance shall also provide for the defense of the City as an additional insured. The minimum limits of liability and coverage shall be as follows:

- a) **COMMERCIAL GENERAL LIABILITY**
 \$1,000,000.00 per occurrence
 \$1,000,000.00 General Aggregate
- b) **AUTOMOBILE LIABILITY**
Combined Single Limit
 \$1,000,000.00 per accident

5.1.2 PROFESSIONAL LIABILITY INSURANCE. The Engineer shall procure and shall maintain, at the Engineer's sole expense, and shall cause subconsultants to procure and maintain, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Engineer, its principals or officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) on a claims made basis.

5.1.3 WORKERS' COMPENSATION COVERAGE. The Engineer shall procure and shall maintain, at Engineer's sole expense, during the life of this Agreement, Workers' Compensation coverage as required by applicable Texas law for all of the Engineer's employees to be engaged in work under this Agreement. The Engineer shall provide the following endorsement:

"The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the City, its officers, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured/covered employer."

5.1.4 CITY AS ADDITIONAL INSURED. The City shall be named as an Additional Insured on all of the Engineer's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance. The Engineer shall provide to the City any defense provided by the Engineer's general liability insurance policies.

5.1.5 PROOF OF INSURANCE. Upon request from the City, the Engineer shall furnish the CIP Manager with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this Agreement.

5.1.6 GENERAL INSURANCE PROVISIONS. All certificates required herein, or copies thereof, shall be attached hereto and incorporated for all purposes as **Attachment "B"**. All certificates shall also include the name of the project on the corresponding insurance certificate.

5.2 INDEMNIFICATION. The requirements for indemnification as set forth in the Agreement shall continue to be applicable to this Agreement and any Task Order.

THE ENGINEER AGREES TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, DIRECTORS AND

EMPLOYEES (COLLECTIVELY, CITY) AGAINST ALL CLAIMS, DAMAGES, LIABILITIES OR COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND DEFENSE COSTS IN PROPORTION TO ENGINEER'S LIABILITY, TO THE EXTENT CAUSED BY THE ENGINEER'S NEGLIGENT ACTS, INTENTIONAL TORTS OR ERRORS AND OMISSIONS IN THE PERFORMANCE OF PROFESSIONAL SERVICES UNDER THIS AGREEMENT AND ANY TASK ORDER AND THAT OF ITS SUBCONTRACTORS OVER WHICH ENGINEER EXERCISES CONTROL OR ANYONE FOR WHOM THE ENGINEER MAY LEGALLY BE HELD LIABLE FOR.

THE CITY AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS THE ENGINEER, ITS OFFICERS, DIRECTORS, EMPLOYEES AND SUBCONSULTANTS (COLLECTIVELY, ENGINEER) AGAINST ALL DAMAGES, LIABILITIES OR COSTS INCLUDING REASONABLE ATTORNEYS' FEES AND DEFENSE COSTS, TO THE EXTENT CAUSED BY THE CITY'S NEGLIGENT ACTS IN CONNECTION WITH PROJECTS UNDER THE AGREEMENT, ANY TASK ORDER, AND AMENDMENTS THERETO OR ANYONE FOR WHOM THE CITY IS LEGALLY LIABLE, PROVIDED HOWEVER, THE LIABILITY OF THE CITY SHALL BE SUBJECT TO ITS SOVEREIGN IMMUNITY AND THE CITY RESERVES AND DOES NOT WAIVE ITS RIGHTS OF SOVEREIGN IMMUNITY AND SIMILAR RIGHTS, INCLUDING BUT NOT LIMITED TO ANY IMMUNITY, RIGHTS, DEFENSES, AND LIMITATIONS ON MONETARY DAMAGES UNDER THE TEXAS TORT CLAIMS ACT, AS MAY BE AMENDED.

Neither the City nor the Engineer shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence, or for the negligence of others except as is specifically provided for herein.

ARTICLE VI. GENERAL PROVISIONS

6.1 CONTRACT TIME. Engineer understands and agrees to provide all professional Services and deliverables requested herein. It is acknowledged that the Engineer does not have control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables that are affected by aspects of the design or construction process that are not within its control by a certain date. The Engineer shall timely notify the CIP Manager of any delay beyond its control and the CIP Manager shall extend the time schedule in the event of delays which the CIP Manager reasonably determines are beyond the control of the Engineer. The Engineer will perform these services consistent with the schedule provided in this Agreement or any Task Order and the standard of care and the processes for making any adjustments to the schedule as stated above and in Section 6.3.

6.2 OPINION OF PROBABLE COST FOR PROJECTS BEING DESIGNED BY ENGINEER. As a design professional practicing in Town of Horizon City the Engineer is expected to be familiar with the cost of construction, labor, and materials in the area and of bidding and market trends and published construction cost data as well as cost information from Engineer's recent projects in El Paso and southern New Mexico areas. The cost opinions of

construction cost provided by the Engineer for project programming over a period of years (not final design estimates), as required herein, are to be made in light of such familiarity and are expected to be realistic estimates and adjusted for inflation for the construction program year(s) within **ten percent (10%)** of the final construction cost.

The Engineer's final cost opinions for any construction of a CIP project, shall take into account labor costs which shall be based on the current Davis-Bacon prevailing wage rates.

If the Engineer's most recent cost opinion for any construction contract is in excess of a CIP project construction budget, the City shall give written approval of an increase in the limit, or shall cooperate in revising the project's scope or quality, or both, to reduce the cost as required. Such revisions shall be made, by the Engineer without further compensation.

As noted herein, if all responsible bids exceed the final cost opinion by more than **ten percent (10%)**, the Engineer agrees, at the direction of the City, to redesign any CIP project without additional charge to the City in order to bring the project within the budgetary limitations.

6.3. ENGINEER'S QUALITY OF WORK. The City's review of any documents prepared by the Engineer is only general in nature and its option to approve and accept the work in no way relieves the Engineer of responsibility for any specific deficiencies in its professional service. The Engineer shall perform services with the professional skill and care ordinarily provided by competent engineers practicing in the Town of Horizon City and the County of El Paso, Texas, and under the same or similar circumstances and professional license. The Engineer's services shall be performed as expeditiously as is prudent considering the ordinary skill and care of a competent engineer and the orderly progress of the Project and in accordance with the time periods established in this Agreement and any Task Order and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the City's review, if applicable, and for approval of submissions by authorities having jurisdiction over the project. Engineer understands that time is of the essence and the identified time limits shall not, except for reasonable cause, be exceeded by the Engineer or City.

6.4 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Engineer for the Project, and any other work of the Engineer under this Agreement or any Task Order that results in the Creation of Drawings, Specifications, concepts and design, including, without limitation, those in electronic form (sometimes referred to as the "Instruments of Service") are the property of the City, who shall be vested with all common law and statutory rights. The City shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided, however, the Engineer shall have no liability for any use of one or more of the Instruments of Service by the City for maintenance, repair, remodeling and renovation of the project. The rights granted to the City herein for the use of the Drawings, Specifications and other documents for additional projects shall not grant the City any right to rely upon the Engineer's seal on the Drawings and Specifications or to hold the Engineer responsible for any subsequent use of the Drawings, Specifications and documents. The Engineer shall provide the City with copies of the Instruments of Service in both electronic form and in hard copy.

Ruben Mendoza, Mayor
14999 Darrington Road
Horizon City, Texas 79928

With a Copy to: The Town of Horizon City
Teresa Quezada, PhD., CNU-A
CIP Manager
14999 Darrington Road
Horizon City, Texas 79928

To the Engineer: Huitt-Zollars, Inc.
Attn: Isabel Vasquez, P.E.
5822 Cromo Drive, Suite 210
El Paso, Texas 79912

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

6.12 CONFLICTING PROVISIONS - ATTACHMENTS. Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Amendment shall be void to the extent of such conflict or inconsistency.

6.13 ENTIRE AGREEMENT FOR PROJECT. This Agreement, including attachments, and any Task Order that may be executed pursuant to this Agreement constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral, with respect to the TOD-TC Project defined under this Agreement. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

TOWN OF HORIZON CITY:

Ruben Mendoza, Mayor

Dated: September _____, 2020

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Bertha A. Ontiveros
Assistant City Attorney

Teresa Quezada, PhD., CNU-A
CIP Manager

ENGINEER:
Huitt-Zollars, Inc.

By: _____

Printed name: _____

Title: _____

Dated: September _____, 2020

(Acknowledgements on the following page)

DRAFT

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this ____ day of September 2020, by **Ruben Mendoza**, as **Mayor** of the **Town of Horizon City, Texas**.

Notary Public, State of Texas

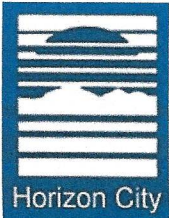
My commission expires:

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this ____ day of September 2020, by _____, as _____ of **Huitt-Zollars, Inc.**

Notary Public, State of Texas

My commission expires:



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: August 28, 2020
To: Honorable Mayor and Members of City Council
From: Teresa Quezada, CIP Manager
SUBJECT: **Resolution Declaring Expectation to Reimburse Expenditures with Proceeds of Future Debt**

*Teresa Quezada
8/28/2020*

At the June 9, 2020 Council meeting, staff presented a proposed Tax Increment Reinvestment Zone (TIRZ) as a strategy to proceed with activating the 82 acres on the northeast quadrant of the intersection of N. Darrington Road and Horizon Blvd. Since that time, staff has been following the steps outlined to establish a TIRZ.

One of the first steps is the development of a Preliminary Financing Plan, which requires the services of an engineering firm to develop high level project estimates to develop the plan. The Town is preparing to fund that effort with existing operating funds. However, future financing for the development of the projects within the TIRZ may utilize the issuance of debt instruments.

The proposed **Resolution Declaring Expectation to Reimburse Expenditures with Proceeds of Future Debt**, allows the Town to reimburse itself from the future issuance of debt. This means the Town utilizes existing funds to enter into agreements/contracts and incur expenditures to begin the planning and design phases of high priority municipal facilities and infrastructure projects and continue the planning and programming for the new City Hall, Municipal Court and Transit facilities.

This resolution provides the Town with flexibility to reimburse itself at a future date.

Staff recommends approval.

A RESOLUTION DECLARING EXPECTATION TO REIMBURSE EXPENDITURES WITH PROCEEDS OF FUTURE DEBT

WHEREAS, the Town of Horizon City, Texas (the “Issuer”) intends to issue debt for constructing, improving, and maintaining certain municipal facilities for administrative, court and other municipal services, and certain municipal public park/open space improvements, transit and transportation facilities, including all related street, driveways, parking, storm drainage, water and wastewater, lighting, signage, telecommunications, and landscaping improvements, within the Town, and the acquisition of land and rights-of-way therefor (collectively, the “Project”), and further intends to make certain capital expenditures with respect to the Project and currently desires and expects to reimburse the capital expenditures with proceeds of such debt;

WHEREAS, under Treas. Reg. § 1.150-2 (the “Regulation”), to fund such reimbursement with proceeds of tax-exempt obligations, the Issuer must declare its expectation to make such reimbursement; and

WHEREAS, the Issuer desires to preserve its ability to reimburse the capital expenditures with proceeds of tax-exempt obligations.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE ISSUER:

THAT the Issuer reasonably expects to reimburse capital expenditures with respect to the Project with proceeds of debt hereafter to be incurred by the Issuer, and that this resolution shall constitute a declaration of official intent under the Regulation. The maximum principal amount of obligations expected to be issued for the Project is \$25,000,000.

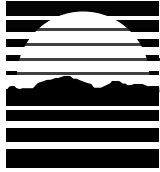
PASSED AND APPROVED this the day of _____, 2020.

TOWN OF HORIZON CITY, TEXAS

Ruben Mendoza, Mayor

ATTEST:

Elvia Schuller, City Clerk



HORIZON CITY

Incorporated 1988

MEMORANDUM

TO: Mayor Mendoza and City Council Members

FROM: City Staff

DATE: August 28, 2020

RE: Request the closure of City Hall and Courts Administrative offices on December 28, 29 & 30, 2020.

City Staff is requesting authorization from the Mayor and City Council to close City Hall and Courts Administrative offices on December 28, 29 & 30, 2020.

Background

This year, the Christmas and New Year paid holidays will fall on a Thursday and Friday, 7 days apart. The number of visits to City Hall and transactions have been historically low during this period and several of employees have already requested Paid Time Off (PTO) for the three days (Mon, 12/28, Tue, 12/29 & Wed, 12/30). Since we will likely end up working with a reduced crew and business is anticipated to be slow, staff kindly requests authorization to close the City Hall and Courts Administrative offices for the three days. Administrative personnel include City Hall Staff, Court, Inspections, Code Enforcement, and Streets personnel. If approved, employees will be asked to use their PTO during the three day closure.