



HORIZON CITY

Incorporated 1988

**AGENDA
PUBLIC MEETING
REGULAR CITY COUNCIL MEETING
THE TOWN OF HORIZON CITY, TEXAS
Tuesday, February 9, 2021, 6:00 PM**

Notice is hereby given that a Regular City Council Meeting of the Town of Horizon City, Texas will be held on **Tuesday, February 9, 2021 at 6:00 PM** at Virtual Meeting, 15001 Darrington Road, Horizon City, TX 79928, at which time the following will be discussed and considered:

**** OPEN MEETINGS DURING COVID-19 EMERGENCY DISASTER PERIOD ****

After declaring a state emergency on March 16, 2020, Governor Greg Abbott temporarily suspended certain requirements of the Texas Open Meetings Act that require governmental officials and the public to be physically present at the public meeting location in order to reduce face-to-face contact and mitigate the spread of COVID-19.

Participation by members of the public is welcome. To participate in public comment, interested members of the public **MUST** sign up prior to the meeting by emailing citycouncilmeetings@horizoncity.org or calling (915) 852-1046, EXT #106, or submit their comment or question by emailing citycouncilmeetings@horizoncity.org and the comments will be read during the Open Forum or the appropriate agenda item.

An electronic copy of the meeting agenda materials will be posted on our City Website at the following link:
<https://v3.boardbook.org/Public/PublicHome.aspx?ak=1001244>.

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=md9e5a590ebc9d320c568154e7918b312>

Meeting number (access code): 126 057 0280

Meeting password: ibYj82BmME2

To Join by Phone

1-408-418-9388

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. Approval of Minutes from: 5
1/25/2021 Special City Council Meeting

4. Discussion and Action: 9

Mayor/Finance Director

On the approval of the City's Investment Policy.

5. Discussion and Action: 17

Mayor/Chief McConnell

On authorization for the Mayor to sign the 2020 Operation Stonegarden Grant Resolution and the associated Interlocal Agreement.

6. Discussion and Action: 19

Mayor/CIP Manager

On approval of the Bylaws adopted by the Horizon City TIRZ No. 1 Board of Directors on January 25, 2021.

7. Discussion and Action: 25

Mayor/Chief McConnell

On the presentation and acceptance of the 2020 annual police and racial profiling reports.

8. Discussion and Action: 78

Mayor/CIP Manager

On an update on the Capital Improvement Program.

9. Request to Excuse Absent Council Members:

REGULAR AGENDA

10. Presentation:

Mayor

On a presentation by El Paso County Commissioner Iliana Holguin regarding small business loans, grants, rental relief programs and UMC mobile unit.

11. Discussion: 115

Mayor/Finance Director

1st Reading of Ordinance _____, An ordinance amending Ordinance No. 0260 (Amendment No. 01) of the Town of Horizon City, adopting the Municipal Budget for the 2020-2021 fiscal year, to allow for the budgeting and expenditure of funds for tax increment reinvestment zone services and expenditures; and providing for repealer and severability clauses.

12. Discussion and Action: 119

Mayor/CIP Manager

On a Resolution authorizing the Mayor to sign the revised First Amendment to the Engineering Services Agreement for Professional Services (RFQ #2020-001 TOD-TC) (Environmental Assessment) with Huitt-Zollars that reflects a reduced amount of \$19,872.00.

13. Discussion and Action: 134

Mayor/Planning Director

On a Resolution authorizing the Mayor to sign an Engineering Services Agreement for Professional Services for on-call geotechnical and materials testing services between the Town of Horizon City and each of the following two consultants:

1. CQC Testing & Engineering, LLC, and
2. Wood Environmental Infrastructure Solutions, Inc.

14. Discussion and Action: 172

Mayor/Planning Director

This item was postponed at the 12/8/20, 1/12/21 and 1/25/21 City Council Meetings.

On the final subdivision application for the Horizon Town Center Unit Two subdivision (SUB002455-2020; 4th submittal), legally described as being a portion of CD Stewart Survey No. 321, Town of Horizon City, El Paso County, Texas and authorizing the Mayor to finalize negotiations on and execute the Developer Participation

Agreement for the parkland dedication requirements and the Subdivision Construction Agreement. Application submitted by Conde, Inc.

15. Discussion and Action:

Mayor/Asst. City Atty

This item was postponed at the 1/12/21 Regular City Council Meeting:

On an update regarding the Town's workgroup drafting a Smoke-Free Ordinance.

16. Discussion:

207

Mayor/Asst. City Atty/Planning Director

1st Reading of Ordinance No. ____. An Ordinance amending the municipal code of the Town of Horizon City, Texas, Chapter 6, Health and Sanitation, Article 3, Tobacco Products, to add the following: Division 3.03, Public Places and Workplace Smoking Regulations to prohibit smoking of tobacco products and electronic smoking; and providing for the following: findings of fact; repealer; severability; proper notice and hearing; the penalty being as provided herein, creating a misdemeanor punishable by a fine not to exceed \$500.00.

17. Discussion and Action:

Mayor/Planning Director

On an update regarding Rifton Street Lighting.

18. PUBLIC HEARING:

Mayor/Asst. City Atty

2ND Reading of Ordinance No. ____. An Ordinance calling a special election by the qualified voters of the Town of Horizon City, Texas on May 1, 2021 for the purpose of submitting a proposition on the reauthorization of the local sales and use tax in the Town of Horizon City at the rate of one-quarter (1/4) of one percent (1%) to continue providing revenue for maintenance and repair of municipal streets; making provision for the conduct of such election; resolving other matters incident and related to such election; providing for invalidity, proper notice and public meeting and an effective date. The tax will expire on the fourth (4th) anniversary of the date of the election unless the imposition of the tax is reauthorized.

19. Discussion and Action:

218

Mayor/Asst. City Atty

2ND Reading of Ordinance No. ____. An Ordinance calling a special election by the qualified voters of the Town of Horizon City, Texas on May 1, 2021 for the purpose of submitting a proposition on the reauthorization of the local sales and use tax in the Town of Horizon City at the rate of one-quarter (1/4) of one percent (1%) to continue providing revenue for maintenance and repair of municipal streets; making provision for the conduct of such election; resolving other matters incident and related to such election; providing for invalidity, proper notice and public meeting and an effective date. The tax will expire on the fourth (4th) anniversary of the date of the election unless the imposition of the tax is reauthorized.

20. Discussion and Action:

224

Mayor/Chief McConnell

On a Resolution authorizing the Mayor to sign the Far West Texas: Responding to Intel & Information Sharing & Interoperability Enhancement Project - FY21 State Homeland Security Program (SHSP) resolution.

21. Discussion and Action:

287

Mayor/Chief McConnell

On the first amendment to emergency ambulance service agreement with Elite Medical Transport to extend the contract for one year.

22. Discussion and Action:

289

Mayor/Chief McConnell

On a CARES Act subrecipient/subcontractor agreement with Elite Medical Transport for COVID-19 emergency services related expenditures in an amount not to exceed \$19,252.00.

23. Discussion and Action:

311

Mayor/Assistant City Attorney

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.

24. 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 Friday, 2/5/2021

By: _____
Elvia Schuller, City Clerk

I, the undersigned authority, hereby certify that the above notice of the Regular 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 Friday, 2/5/2021 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.

**MINUTES
AGENDA
PUBLIC MEETING
SPECIAL CITY COUNCIL MEETING
THE TOWN OF HORIZON CITY, TEXAS
Monday, January 25, 2021, 6:00 PM**

Notice is hereby given that a Special City Council Meeting of the Town of Horizon City, Texas was held on **Monday, January 25, 2021 at 6:00 PM**, at Virtual Meeting, 15001 Darrington Road, Horizon City, TX 79928, at which time the following was discussed and considered:

The City Council and staff participated in this meeting via videoconferencing.

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

Alderman Renteria was absent. 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:

1/12/2021 Regular City Council Meeting.

4. Discussion and Action:

Mayor/Finance Director

On the approval of the City's Investment Policy.

5. Request to Excuse Absent Council Members:

Alderman Padilla requested items #4 and #5 be pulled and heard under the regular agenda.

A motion was made by Alderman Corral and seconded by Alderman Padilla to pull items #4 and #5 and approve the remainder of the Consent Agenda. The CITY CLERK polled the Council: MILLER - Aye; GARCIA - Aye; ORTEGA - Aye; RENTERIA - Absent; DURAN - Aye; PADILLA - Aye; CORRAL - Aye. Motion passed.

REGULAR AGENDA

4. Discussion and Action:

Mayor/Finance Director

On the approval of the City's Investment Policy.

City Clerk, Elvia Schuller requested postponement of this item until the next City Council Meeting.

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

5. **Request to Excuse Absent Council Members:**

A motion was made by Alderman Duran and seconded by Alderman Corral to excuse Alderman Renteria's absence. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Absent; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

6. **PUBLIC MEETING:**

Mayor/CIP Manager

On providing information and getting comments from the general public and Horizon citizens on the proposed development of the Municipal Facilities Phase 1 project (Police Department and Public Works Department facilities and temporary Municipal Court and City Council Chambers), and on the economic and environmental impact, service area and alternatives to the project.

CIP Manager, Terry Quezada and Officer Jesus Ortega spoke regarding this item. No one else spoke.

7. **Discussion and Action:**

Mayor/CIP Manager

On a professional services agreement with Arcadis, U.S., Inc. for on-call environmental services for Town CIP projects.

CIP Manager, Terry Quezada spoke regarding this item.

A motion was made by Alderman Miller and seconded by Alderman Padilla to approve the professional services agreement with Arcadis, U.S., Inc. for on-call environmental services for Town CIP projects. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Absent; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

8. **Discussion and Action:**

Mayor/Planning Director

This item was postponed at the 12/8/20 and 1/12/21 Regular City Council Meetings.

On the final subdivision application for the Horizon Town Center Unit Two subdivision (SUB002455-2020; 4th submittal), legally described as being a portion of CD Stewart Survey No. 321, Town of Horizon City, El Paso County, Texas and authorizing the Mayor to finalize negotiations on and execute the Developer Participation Agreement for the parkland dedication requirements and the Subdivision Construction Agreement. Application submitted by Conde, Inc.

City Clerk, Elvia Schuller informed City Council that the applicant requested postponement of this item until the next City Council Meeting.

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

9. **Discussion and Action:**

Mayor/Asst. City Atty

On a Resolution ordering an election by the qualified voters of the Town of Horizon City, Texas on May 1, 2021 for the purpose of electing four Aldermen places 1, 2, 4, and 6 to four-year terms.

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

A motion was made by Alderman Padilla and seconded by Alderman Corral to approve the resolution ordering an election by the qualified voters of the Town of Horizon City, Texas on May 1, 2021 for the purpose of electing four Aldermen places 1, 2, 4, and 6 to four-year terms. The CITY CLERK polled the Council: MILLER - Aye; GARCIA - Aye; ORTEGA - Aye; RENTERIA - Absent; DURAN - Aye; PADILLA - Aye; CORRAL - Aye. Motion passed.

10. Discussion and Action:

Mayor/Asst. City Atty

On the Contract for Election Services with the El Paso County Elections Administrator for the May 1, 2021, General and Special Elections.

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

A motion was made by Alderman Corral and seconded by Alderman Duran to approve the Contract for Election Services with the El Paso County Elections Administrator for the May 1, 2021, General and Special Elections. The CITY CLERK polled the Council: MILLER - Aye; GARCIA - Aye; ORTEGA - Aye; RENTERIA - Absent; DURAN - Aye; PADILLA - Aye; CORRAL - Aye. Motion passed.

11. Discussion and Action:

Mayor/Asst. City Atty

On the appointment of the election officials and election judges for the General Election on May 1, 2021.

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

A motion was made by Alderman Corral and seconded by Alderman Duran to approve the appointment of the election officials and election judges for the General Election on May 1, 2021. The CITY CLERK polled the Council: MILLER - Aye; GARCIA - Aye; ORTEGA - Aye; RENTERIA - Absent; DURAN - Aye; PADILLA - Aye; CORRAL - Aye. Motion passed.

12. Discussion:

Mayor/Asst. City Atty

1ST Reading of Ordinance No. _____. An Ordinance calling a special election by the qualified voters of the Town of Horizon City, Texas on May 1, 2021 for the purpose of submitting a proposition on the reauthorization of the local sales and use tax in the Town of Horizon City at the rate of one-quarter (1/4) of one percent (1%) to continue providing revenue for maintenance and repair of municipal streets; making provision for the conduct of such election; resolving other matters incident and related to such election; providing for invalidity, proper notice and public meeting and an effective date. The tax will expire on the fourth (4th) anniversary of the date of the election unless the imposition of the tax is reauthorized.

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

13. Discussion and Action:

Mayor

On potential phasing of Town operations and rescheduling and reopening City Hall and Town facilities for the public and related staffing issues in response the status of COVID cases in the Town and County of El Paso.

Mayor, Ruben Mendoza spoke regarding this item.

A motion was made by Alderman Duran and seconded by Alderman Padilla to authorize the Mayor to implement the phasing of Town Hall operations and rescheduling and reopening City Hall and Town facilities for the public and related staffing issues in response the status of COVID cases in the Town and County of El Paso. The CITY CLERK polled the Council: MILLER - Aye; GARCIA - Aye; ORTEGA - Aye; RENTERIA - Absent; DURAN - Aye; PADILLA - Aye; CORRAL - Aye. Motion passed.

14. **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 Corral and seconded by Alderman Ortega to adjourn at 6:39 PM.

Approved this ____ day of _____, 20__.

Attest:

Elvia Schuller, City Clerk

Ruben Mendoza, Mayor

Resolution

WHEREAS, the Texas Public Finance Act requires units of local government to adopt a written Investment Policy and to review and approve that policy at least once annually;

WHEREAS, the Town of Horizon City Investment Officer has presented a written Investment Policy for review and approval by the City Council; and

WHEREAS, the attached Investment Policy meets the requirements of the Texas Public Finance Act and the Investment Officer recommends approval.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF HORIZON CITY AS FOLLOWS:

The attached Investment Policy captioned, "Town of Horizon City Investment Policy February 2021" is hereby approved and adopted by the Town of Horizon City and all investments will be made in accordance with said Investment Policy, The Texas Public Finance Act and all applicable local laws and state statutes.

Adopted and approved the ____ day of February 2021.

Town of Horizon City

By: _____
Mayor Ruben Mendoza

ATTEST:

By: _____
Elvia Schuller, TRMC

APPROVED AS TO FORM:

By: _____
Sylvia Borunda Firth
Assistant City Attorney

THE TOWN OF HORIZON CITY
INVESTMENT POLICY
February 2021

1.0 POLICY STATEMENT: The policy of the Town of Horizon City, Texas is to invest public funds in a manner which will provide the maximum security and meet the liquidity and daily cash flow demands of the City. All investments will be made in full compliance with the Texas Public Funds Investment Act and all applicable state and local statutes governing the investment of public funds.

2.0 SCOPE: This investment policy applies to the financial assets of the Town of Horizon City. These funds are accounted in the Town of Horizon City's Comprehensive Annual Financial Report and include:

2.1 General Fund: Any new funds created by the City Council of the Town of Horizon City, as the governing body, which shall adopt a separate investment strategy for each fund or group of funds under its control in compliance with Section 2256 of Texas Government Code

All the listed funds will be pooled for investment purposes. The strategy developed for this pooled fund group will address the varying needs, goals, and objectives of each fund.

The investment of bonds proceeds, or pledged revenues shall be permitted only in compliance the Texas Public Funds Investment Act Chapter 2256 of the Texas Government Code, and in accordance with statutory provisions governing the debt issuance or the agreement, as applicable and the City's investment policy regarding debt issuance or the agreement, as applicable. "Pledged Revenue" shall have the meaning set forth in Government Code Section 2256.008.

3.0 STANDARD OF CARE: Investments shall be made with judgement and care under prevailing circumstances that a person of prudence, discretion and intelligence would exercise in the management of their own affairs, not for speculation, but for investment considering the probable safety of their capital as well as the probable income to be derived.

The standard of prudence to be used in the investment function shall be the "prudent person" standard and shall be applied in the context of managing the overall portfolio. The Investment Officer and those delegated investment authority under this policy, when acting in accordance with written procedures and this policy and exercising due diligence shall be relieved of personal responsibility and liability in the management of the portfolio provided that deviations from expectations are reported in a timely fashion and that appropriate action is taken to control adverse developments.

4.0 OBJECTIVES: It is the policy of the City that all management and investment of funds shall be governed by the following objectives, in order of priority.

- 4.1** Preservation and Safety of Principal: Safety of principal is the foremost objective of the investment program. Investments of the Town of Horizon City shall be undertaken in a manner that seeks to insure the preservation of capital in the overall portfolio. To attain this objective, diversification is required in the portfolio's composition. The suitability of each investment decision will be based on these objectives. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.
- 4.2** Liquidity: The Town of Horizon City's investment portfolio will remain sufficiently liquid to enable the Town of Horizon City to meet all reasonably expected operating requirements.
- 4.3** Yield/Return on Investment: The Town of Horizon City's investment portfolio shall be designated with the objective of attaining a rate of return throughout budgetary and economic cycles, commensurate with the Town of Horizon City's investment risk constraints and the cash flow characteristics of the portfolio.
- 4.4** Investment Strategy: The strategy of the pool is to assure cash flows are matched with adequate liquidity. This may be accomplished by purchasing quality, short-term securities in a ladder strategy utilizing an investment pool. The dollar weighted average maturity will be 180 days or less to accomplish the goal.

5.0 DELEGATION OF AUTHORITY: The authority to manage the Town of Horizon City investment program is derived from the following:

- a.** Public Funds Investment Act, Chapter 2256, Texas Government Code;
- b.** Town of Horizon City Resolution # 43; and
- c.** Town of Horizon City Investment Funds Policy Manual.

Management responsibility for the investment program is hereby delegated to the Town of Horizon City's Finance Director who shall serve as the Investment Officer and shall establish written procedures for the operation of the investment program consistent with this investment policy. Procedures should include reference to safekeeping, repurchase agreements, wire transfer agreements, banking service contracts, and collateral/depository agreements, monitoring of the market price of investments and monitoring of rating changes in investments. Such procedures shall include explicit delegation of authority to persons responsible for all investments.

No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Investment Officer. The

Investment Officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials and staff. The Investment Officer, or the Mayor in the absence of the Investment Officer, may designate a person as a deputy in the event circumstances require timely action and the Investment Officer is not available.

The Investment Officer shall attend training sessions as required by the Public Funds Investment Act, Chapter 2256 of the Texas Government Code. The Town of Horizon City encourages its investment officer to obtain professional credentials.

6.0 ETHICS AND CONFLICTS OF INTEREST:

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. The Investment Officer shall disclose to the City Council any material financial interests in financial institutions that conduct business within this jurisdiction, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the Town of Horizon City, particularly with regard to the time of purchases and sales of investments.

The investment officer who has a personal business relationship with a business organization offering to engage in an investment transaction with the City shall file a statement disclosing that personal business interest. An investment officer who is related within the second degree by affinity or consanguinity, as determined under Chapter 573, of the Government Code to an individual seeking to sell an investment to the City shall file a statement disclosing that relationship with the Texas Ethics Commission and the City Council. The Investment Officer has a personal business relationship with a business organization if:

- (1) the Investment Officer owns 10 percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization;
- (2) funds received by the investment officer from the business organization exceed 10 percent of the investment officer's gross income for the previous year; or
- (3) the investment officer has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for the personal account of the investment officer.

7.0 AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS:

7.1 List of Authorized Financial Institutions: The Town of Horizon City Town Clerk will maintain a list of financial institutions authorized to provide investment services that has been approved at least annually by the City Council. In addition, a list will also be maintained of approved security

broker/dealers selected by credit worthiness who are authorized to provide investment services in the State of Texas. These may include "primary" dealers or regional dealers qualified under Securities & Exchange Commission Rule 15C3-1 (uniform net capital rule). No public deposit shall be made except in the qualified public depository as established by state laws.

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the Town Clerk with the following:

- a. Audited financial statements;
- b. Proof of National Association of Security Dealers certification;
- c. Proof of state registration;
- d. Certification of having read Town of Horizon City's Investment and depository policy
- e. A current audited financial statement is required to be on file for each financial institution and broker/dealer in which the Town of Horizon City invests.

7.2 Signed Written Instrument: A written copy of this investment policy shall be presented to any business organization offering to engage in an investment transaction with the Town of Horizon City. The Investment Officer may not acquire or otherwise obtain any authorized investment from a business organization that has not delivered the written instrument described below. The qualified representative of the business organization (as defined in Section 2256.005 of Texas Government Code) offering to engage in an investment transaction with the Town shall sign a statement in a form acceptable to the Town of Horizon City and business organization to the effect that the business organization has (1) received and reviewed the Investment Policy of the Town and (2) acknowledged that the business organization has implemented reasonable procedures and controls to preclude investment transactions conducted between the Town and the organization that are not authorized by the Investment Policy, except to the extent that the authorization is dependent on an analysis of the makeup of the City's entire portfolio or requires an interpretation of subjective investment standards.

7.3 Investment Pools: To be eligible to receive funds from and invest funds on behalf of the Town, an investment pool must furnish to the Investment Officer or other authorized Town representative an offering circular or other similar disclosure statement that contains at a minimum the information required by Section 2256.016 of the Texas Government Code and will obtain the approval of the Town Council if the investment pool does not meet the requirements and ratios of the market value of the portfolio divided by the book value as set forth in such statute.

8.0 AUTHORIZED AND SUITABLE INVESTMENTS: The Town of Horizon City is authorized to invest in the following types of securities (subject to the requirements in the referenced sections of Texas Government Code Chapter 2256, Texas Public Funds Investment Act in compliance with the terms and conditions of each of the referenced authorizing statutes:

- a. Commercial paper (Section 2256.013)
- b. Bankers acceptances (Section 2256.012)
- c. Repurchase agreements (Section 2256.011)
- d. Certificates of deposit that are issued by a depository institution that has its main office or a branch in this state and meets the requirements of (Section 2256.010)
- e. Obligations of, or Guaranteed by the United States, the State of Texas or its respective agencies or instrumentalities, including the Federal Home Loan Banks, such as letters of credit or direct obligations (Section 2256.009)
- f. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent; (Section 22.56.009)
- g. Money Market Mutual Funds (Section 2256.014)
- h. Investment Pools if the pool is approved by resolution of the Town Council (Section 2256.016)
- i. Interest-bearing banking deposits that are guaranteed or insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund or its successor (Section 2256.009)

The City is expressly prohibited from Investing in Collateralized Mortgage Obligations as set forth in Section 2256.009.

The maximum allowable stated maturity of any authorized investment type shall not exceed two years to maturity, except any specific investment type shall comply with any lower maximum maturity requirements in the authorizing statute.

9.0 COLLATERALIZATION: Collateralization will be required on two types of investments: Certificates of deposit and repurchase (and reverse) agreements. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 100% of market value of principal and accrued interest.

Collateral will always be held by an independent third party with whom the entity has a current custodial agreement. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the entity and retained.

The right of collateral substitution is granted.

10.0 SAFEKEEPING AND CUSTODY:

All security transactions, including collateral for repurchase agreements entered by the Town of Horizon City shall be conducted on a delivery-versus payment basis. Securities will be held by a third-party custodian designated by the Investment Officer and evidenced by safekeeping receipts.

11.0 DIVERSIFICATION: The Town of Horizon City will diversify its Investments by security type and institution. With the exception of US Treasury securities and authorized pools, no more than 50% of the Town of Horizon City's total investment portfolio will be invested in a single security type or with a single financial institution. The City recognizes that investment risks can result from issuer defaults, market price changes or various technical complications leading to temporary illiquidity. Risk is controlled through portfolio diversification.

12.0 MAXIMUM MATURITIES: To the extent possible, the Town of Horizon City will attempt to match its investments with the anticipated cash flow requirements. Unless matched to a specific cash flow, the Town of Horizon City will not directly invest in securities maturing more than two years from the date purchase, except any specific investment type shall comply with any lower maximum maturity requirements in the authorizing statute. However, the Town of Horizon City may collateralize its repurchase agreements using longer-dated investments not to exceed two years to maturity.

13.0 INTERNAL CONTROL: The Investment Officer shall establish a system of written internal controls which will be reviewed annually. The controls shall be designed to prevent loss of public funds due to fraud, employee error, misrepresentation by third parties, unanticipated market changes, or imprudent actions by City employees.

The Investment Officer and Town Clerk shall establish an annual process of independent review by an external auditor. The review will include a compliance audit of management controls on investments and adherence with the established investment process, policies, and procedures.

14.0 PERFORMANCE STANDARDS: The investment portfolio shall be designed with the objective of obtaining a rate of return through budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow needs.

14.1 Market Yield (Benchmark): The Town of Horizon City's investment strategy is active. Given this strategy, the basis used by the Investment Officer to determine whether market yields are being achieved shall be the corresponding US Treasury Bill rate and the average Fed Funds rates.

- 15.0 REPORTING:** The Investment Officer is charged with the responsibility of including a market report to the City Council on investment activity and returns and will include performance of the Town of Horizon City's financial report. Reports will include performance, market sector breakdown, number of trades, and interest earnings.

Detail and summary reports will be prepared by the Investment Officer and presented to the Town of Horizon City Council no less than quarterly. Reports will comply with Section 2256.023 of the Public Funds Investment Act and GASB 31 at a minimum.

- 16.0 LOSS OF REQUIRED RATING:** This Investment Policy requires certain minimum ratings of certain investments. At least monthly, the Investment Officer will review the ratings of each of the investments in the City's portfolio. In the event an investment does not meet that minimum rating during the period that the investment is being held by the City, that investment does not qualify as an authorized investment. The City shall take all prudent measures that are consistent with this Investment Policy to liquidate an investment that does not have the minimum rating.

- 17.0 INVESTMENT POLICY ADOPTION:** This Investment Policy, which includes strategies for each fund, shall be adopted by resolution by the City Council of the Town of Horizon City and shall be reviewed annually by the City Council. Any modifications must be approved by the Town of Horizon City Council.



MEMORANDUM



TO: Mayor Mendoza & City Council Members
FROM: Police Chief Mike McConnell
DATE: January 28, 2021
RE: FY 2020 Operation Stone Garden Grant Resolution

Background

Each year, we are presented with the opportunity to participate in the Operation Stonegarden grant program. This grant reimburses the police department for personnel costs and fringe benefits. The program is designed to enhance border security, cooperation, and coordination between federal, state, and local law enforcement agencies.

Request

We present this request for the City Council to approve the 2020 (OPSG) Operation Stone Garden resolution. For this grant, there are no matching funds required. If we are allowed to participate, we are scheduled to receive \$68,001.00 in reimbursements.

Recommendation

Discussion and Action: On the approval to authorize the Mayor to sign the 2019 Operation Stonegarden Grant resolution. (Mayor/Chief McConnell)

RESOLUTION
OFFICE OF THE GOVERNOR, HOMELAND SECURITY GRANTS DIVISION
FY 2020 OPERATION STONEGARDEN (EL PASO-2020 OPSG)

WHEREAS, the Town of Horizon City finds that this grant will enhance the capability to detect, prevent, and deter terrorists, weapons of mass effect, transnational gangs, smuggling of contraband, and human trafficking, and

WHEREAS, the Town of Horizon City finds it in the best interest of the citizens of the Town of Horizon City to submit the grant application for the FY 2020 Operation Stonegarden (OPSG) project to the Office of the Governor, and be operated from 03/01/2021 to 02/28/2022, and,

WHEREAS, The Town of Horizon City acknowledges that the Office of the Governor, Homeland Security Grants Division does NOT require matching funds or an in-kind match; and

WHEREAS, The Town of Horizon City agrees that in the event of loss or misuse of the Office of the Governor, Homeland Security Grants Division funds, the Town of Horizon City assures that the funds will be paid back in full to the Office of the Governor; and

WHEREAS, The Town of Horizon City agrees that the existence of an award will not be used to offset or decrease total salaries, expenses and allowances that the city receives or provides to its Police Department at or after the grant is awarded; and

WHEREAS, The Town of Horizon City designates the Mayor as the Authorized Official, and the Authorized Official is given the power to apply for, accept, reject, alter or terminate the grant.

NOW THEREFORE, BE IT RESOLVED that the Town of Horizon City, Council has approved submission of the grant application for FY 2020 Operation Stonegarden to the Office of the Governor.

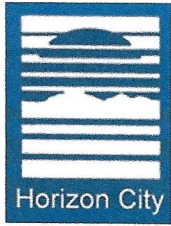
Adopted on this 9th day of February, 2021.

Ruben Mendoza
Mayor
Horizon, Texas

ATTEST:

Elvia Schuler
City Clerk
Horizon City, Texas

Grant Number 3007406



MEMORANDUM

Date: February 4, 2021
To: Honorable Mayor and Council Members
From: Teresa Quezada, CIP Manager
SUBJECT: Adoption of TIRZ No. 1 Bylaws

Teresa Quezada
2/4/2021

The City Council of Horizon City adopted Ordinance No. 0264 on December 8, 2020 which created Tax Increment Reinvestment Zone (TIRZ) No. 1. The TIRZ will be managed and controlled by the City Council based on the recommendation of the Board of Directors of the Zone. At this point the Board of Directors consists of City Council; however, as other entities enter into participation agreements with the Town, they will have a seat on the TIRZ Board. Thus, the Board may have up to 10 members.

The Bylaws generally address how the Board will conduct business by establishing the powers and purpose of the TIRZ Board; the powers, number, terms of office, meetings, and attendance of Board of Directors; titles, powers and duties of officers of the Board of Directors; and provisions regarding the bylaws. As indicated the bylaws, city staff and consultants will serve as staff for the TIRZ Board with the City Clerk serving as the Board Secretary.

The TIRZ Board unanimously approved the attached bylaws at their first meeting on January 25, 2021. The Council's approval is in accordance with the bylaws and is the final step in adopting the bylaws.

TOWN OF HORIZON CITY REINVESTMENT ZONE NUMBER ONE

BYLAWS

ARTICLE I. POWERS AND PURPOSE

Section 1. Financing Development or Redevelopment in the Zone. In order to implement the purposes for which Reinvestment Zone No. One, Town of Horizon City, Texas ("Zone") was formed, as set forth in Ordinance No. 0264, dated December 8, 2020, creating the Zone, the Town of Horizon City, Texas (the "City") may issue obligations to finance all or part of the cost of implementing the "project plan" for the Zone as defined in the Tax Increment Financing Act of the Tax Code, Chapter 311, Vernon's Texas Codes Annotated (the "Act").

Section 2. Books and Records: Approval of Programs and Financial Statements. The Board of Directors shall keep correct and complete books and records of account and shall also keep minutes of its proceedings and the proceedings of committees having any of the authority of the Board of Directors. All books and records of the Zone may be inspected by any director or his agent or attorney for any proper purpose at any reasonable time; and at all times the City Council and the City Auditor will have access to the books and records of the Zone. The City Council must approve all programs and expenditures for the Zone and annually review any financial statements of the Zone.

ARTICLE II. BOARD OF DIRECTORS

Section 1. Powers, Number, and Term of Office. The property and affairs of the Zone shall be managed and controlled by the City Council based on the recommendations of the Board of Directors of the Zone ("Board of Directors" or "Board"), subject to the restrictions imposed by law, the ordinance creating the Zone, and these Bylaws. It is the intention of the City Council that the Board of Directors shall function only in an advisory or study capacity with respect to the Zone and shall exercise only those powers, advisory in nature, which are either granted to the Board pursuant to the Act or delegated to the Board by the City Council. The Board will comply with the policies and procedures of the City, including, but not limited to, matters regarding ethics conflicts of interest, and the Open Meetings Act.

All members of the board shall meet the eligibility requirements set forth in the Act. Board membership shall consist of the following: 1. The members of the City Council for the Town of Horizon City, 2. One member shall be appointed by the governing body of each of the taxing entities that enter into a Participation Agreement and contribute to the Zone. The terms of the board members who are members of City Council will serve terms concurrent with their terms on City Council. All other Board members will serve 2 year terms and may serve no more than three consecutive terms.

The Mayor shall serve as Chairperson and the Board shall elect from its members a , vice chairman, and other officers as it sees fit.

Any director may be removed from office by the City Council for cause deemed by the City Council as sufficient for their removal in the interest of the public, but only after a public hearing before the City Council on charges publicly made, if demanded by such Board member within ten (10) days. In the event of a vacancy caused by the resignation, death, or removal for any reason, of a director, the governing body of the respective taxing unit which made such Board appointment shall be responsible for filling the vacancy.

Section 2. Meetings of Directors. The directors shall hold their meetings within a public building in the City as the Board of Directors may from time to time determine.

Section 3. Regular and Special Meetings. Regular and Special Meetings of the Board of Directors shall be held at such times and places as shall be designated, from time to time, by the Board of Directors. All meetings of the Board shall be of a public nature unless pertaining to matters authorized to be discussed in closed session in accordance with Chapter 551, Texas Government Code. Notice of all regular and special meetings of the Board and any committees thereof shall be posted in accordance with the provisions of Chapter 551, Texas Government Code. There shall be at least one Regular Meeting held each year.

Section 4. Emergency Meetings. Emergency Meetings of the Board of Directors shall be held whenever called by the chair, by the secretary, by a majority of the directors then in office or upon advice of or request by the City Council. The secretary shall give notice to each director of each Emergency Meeting. Notice of all Emergency Meetings shall state the purpose, which shall be the only business conducted and shall be subject to the requirements of State Law.

Section 5. Quorum. A majority of the directors holding current appointments shall constitute a quorum for the consideration of matters pertaining to the purposes of the Zone. The act of a majority of directors present at a meeting at which a quorum is in attendance shall constitute an official act of the Board of Directors, unless the act of a greater number is required by law.

Section 6. Conduct of Business. At the meetings of the Board of Directors, matters pertaining to the purposes of the Zone shall be considered in such order as from time to time the Board of Directors may determine.

At all meetings of the Board of Directors, the chair shall preside and in the absence of the chair, the vice chair shall exercise the power of the chair. The Town of Horizon City shall serve as the secretary of the Board of Directors at all meetings of the Board of Directors, but in the absence of the secretary, the Chairperson may appoint any person to act as secretary of the meeting. City staff shall provide notice of meetings and prepare meeting agendas.

If a substitute secretary is appointed, within five days following each Regular, Special and Emergency meeting, a copy of the minutes of the meeting shall be submitted to the City Clerk of the City.

Section 7. Compensation of Directors. Directors shall not receive any salary or compensation for their services, except that they shall be reimbursed for their actual reasonable expenses incurred in the performance of their duties hereunder; provided those expenses are approved in advance by the Board of Directors and are incurred and expended in accordance with City policies.

Section 8. Attendance. Board members shall make every effort to attend all Regular, Special and Emergency meetings of the Board and/or Committees. The City Council may remove a member of the Board appointed by participating entity who misses three consecutive meetings. The participating entity may then replace the member who was expelled for failure to attend meetings.

ARTICLE III. OFFICERS

Section 1. Titles and Term of Office. The officers shall consist of a chair, a vice chair, a secretary, and such other officers as the Board of Directors may from time to time elect or appoint. The Board of Directors shall, on an annual basis, appoint the vice chair whose term of office shall end on December 31 of each year. One person may hold more than one office, except that the chair shall not hold the office of secretary. Terms of office for officers, other than the chair and secretary, shall not exceed two terms. All officers, other than the chair and secretary, shall be subject to removal from office, with or without cause, at any time by a vote of a majority of the entire Board of Directors. A vacancy in the office of any officer, other than the chair and secretary, shall be filled by a vote of a majority of the directors.

Section 2. Powers and Duties of the Chair. The chair shall be the chief executive officer of the Board of Directors and, subject to the approval of the City Council, he/she shall be in general charge of the properties and affairs of the Zone and shall preside at all meetings of the Board of Directors.

Section 3. Vice Chair. The Vice chair shall be a member of the Board of Directors, shall have such powers and duties as may be assigned to him by the Board of Directors

and shall exercise the powers of the chair during that officer's absence or inability to act. Any action taken by the vice chair in the performance of the duties of the chair shall

be conclusive evidence of the absence or inability to act of the chair at the time such action was taken.

Section 4. Secretary. The secretary shall keep the minutes of all meetings of the Board of Directors in books provided for the purpose, he/she shall have charge of such books, records, documents and instruments as the Board of Directors may direct, all of which shall at all reasonable times be open to inspection, and he/she shall in general perform all duties incident to the office of secretary subject to the control of the City Council and the Board of Directors. The function of Secretary will be performed by the Town of Horizon City Clerk

Section 5. Compensation. Officers shall not receive any salary or compensation for their services, except that they shall be reimbursed for their actual reasonable expenses incurred in the performance of their duties hereunder; provided however all such expenses shall be approved by the Board before they are incurred and all expenditures shall be made in accordance to City policy.

Section 6. Staff. Staff functions for the Board of Directors may be performed by the City employees or consultants engaged by the City or the Board.

ARTICLE IV. PROVISIONS REGARDING BYLAWS

Section 1. Effective Date. These Bylaws shall become effective only upon the occurrence of the following events: (1) The adoption of these Bylaws by the Board of Directors, and (2) The approval of these Bylaws by the City Council.

Section 2. Amendments to Bylaws. A proposed amendment to Bylaws must be approved by a majority of the Board of Directors. The Board of Directors shall make a written application requesting that the City Council approve amendments to the Bylaws, specifying in such application, the amendments proposed to be made. The City Council may adopt amendments to the Bylaws by resolution, if it is advisable that the proposed amendment be made. After consultation with the Board of Directors, the Bylaws may also be amended at any time by the City Council by adopting an amendment to the Bylaws by resolution of the City Council and delivering the Bylaws to the secretary of the Board of Directors.

Section 3. Interpretation of Bylaws. These Bylaws and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein. If any word, phrase, clause, sentence, paragraph, section or other part of these Bylaws, or the application thereof to any person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of these Bylaws

and the application of such word, phrase, clause, sentence, paragraph, section or other part of these Bylaws to any other person or circumstance shall not be affected thereby.

ARTICLE V. GENERAL PROVISIONS

Section 1. Notice and Waiver of Notice. Unless otherwise required by State Law, whenever any notice whatsoever is required to be given under the provision of these Bylaws, said notice shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed postpaid wrapper addressed to the person entitled thereto at his post office address, as it appears on the books of the Zone, and such notice shall be deemed to have been given on the day of such mailing. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purposes of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened. A waiver of notice in writing signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Section 2. Resignations. Any director or officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or, if no time be specified, at the time of its receipt by the City Council. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

Section 3. Approval or Delegation of Power by the City Council. To the extent that these Bylaws refer to any approval by the City, such approval of delegation shall be evidenced by a certified copy of an ordinance, or resolution (if permissible), duly adopted by the City Council.

Section 4. Rules of Order. The Board of Directors shall adopt their rules of order and the Chairperson shall be the presiding officer.

Approved by the Board of Directors of the **Town of Horizon City Reinvestment Zone Number One** on the ____ day of _____ 2021.

Approved by the **City Council of the Town of Horizon City** on the ____ day of _____, 2021.

ATTEST:

Secretary



HORIZON CITY POLICE DEPARTMENT



ANNUAL REPORT

2020

**A Texas Recognized
Law Enforcement
Agency**



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MEMO TO CITY COUNCIL



TO: Honorable Mayor Ruben Mendoza
CC: City Council Members
FROM: Police Chief, Mike McConnell
RE: Combined 2020 Annual Police Report & 2020 Racial Profiling Report

I am pleased to release the combined 2020 police & racial profiling report. This report highlights some of our activities in the previous year and is compiled with many police department employees' assistance. In addition, it represents a significant effort on all who contributed to this report.

The year 2020 began just like any other until COVID-19 occurred. By mid-March, we understood there were going to be significant changes necessary in providing public safety services. We initially thought the changes would be short-term. However, the social distancing requirements and the threat of the virus's spread resulted in service delivery modifications throughout 2020 and beyond. The most noticeable changes were that we limited our contact with the public, particularly with traffic stops. Our response to calls for service remained constant though we used alternative methods to receive reports such as telephone reporting or distancing ourselves when receiving in-person reports.

According to our computerized records, our department responded to 19,766 calls for service, which decreased by 2,587 calls compared to last year. Additionally, we created 1,067 written incident reports, which increased by 43 from the previous year. Our officers responded to 371 motor vehicle accidents, which is a decrease of 98.

Arrests for aggravated assaults increased from one to four compared to last year. Simple-assault arrests have increased from 23 to 27. Individuals charged with minor thefts decreased from 22 to 21 this year. The number of arrests for narcotics dropped to 47 from 54 last year. Arrests for driving under the influence increased from 57 to 58.

We investigated 12 assault cases, representing an increase of three additional cases than reported the previous year. Assaults increased from 6 to 14 cases. Reported robberies increased from 1 to 2. Burglaries increased from 12 to 13. All other reports of thefts have slightly decreased this year from 85 to 83.

Our telecommunicators dispatched 14,778 fire calls, which increased by 1,091

calls from the previous year for the seven fire departments we serve. Added with the 19,766 calls dispatched to police, we dispatched 34,544 total calls for service.

Throughout the United States, a mathematical formula helps explain the crime rate per 100,000 people in relative terms. These crime rates are calculated by taking the number of reported crimes in a particular jurisdiction and dividing the total population by the jurisdiction; the calculation results are then multiplied by 100,000. It is noteworthy that nationwide, this data always lags one year due to the way it is collected, reported, and disseminated by the Texas Department of Public Safety and Department of Justice. Population count also affects the crime rate data. The 2019 data indicates our crime rate has decreased from 615 to 536 per 100,000 persons.

We thank the Mayor, City Council, and community for supporting our employees and activities. We understand that providing police services is a vital function of any community, and we have actively pursued promoting positive activities and programs to interface with our community. A list of crime prevention and community-based programs are included in this report for your review. We hope you enjoy reading the highlights contained in this report.

Respectfully submitted,



Mike McConnell, Ph.D.
Chief of Police

Horizon City Police Department Employees

There are two main functional areas within the Horizon City Police Department; Operations and Support. The Police Operations function is responsible for carrying out the most visible daily activities. These activities consist of Patrol, Investigations, Warrants, and Crime Prevention. The Support function consists of all non-sworn staff, such as communications and clerical support.



Operations Division

NAME	DUTY ASSIGNMENT On 29 JAN 2021	YEARS/MONTHS OF EMPLOYMENT
1. Mike McConnell	Chief of Police	11.1
2. Manuel Rico	Assistant Chief of Police	24.1
3. Adrian Flores	Patrol Division Lieutenant	20.7
4. Jesus Ortega	CID/Special Services Lieutenant	14.11
5. Kaycee Mitre	Sergeant Crime Prevention	15.5
6. Bruce Campbell	Patrol	12.1
7. Abel Labrado	Detective	11.4
8. Cameron Zeiger	Special Services Warrants	9.7
9. Guillermo Rosas	Patrol Sergeant	9.7
10. Gilbert Rodriguez	Detective	8.8
11. John Rodriguez	Patrol Sergeant	8.5
12. Jaime Crespo	Patrol Division Administrative Staff	6.10
13. Juan Nunez	Patrol Sergeant	6.9
14. Eric Delgadillo	Patrol	6.9
15. Victor Vasquez	Patrol	5.3
16. Michael Sierra	Patrol	4.3
17. Jose Rodriguez	Patrol	3.6
18. Bryan Avitia	Patrol	3.3
19. Abraham Diaz	Patrol	2.3
20. Heli Sierra	Patrol	2.3
21. Gustavo Chavez	Patrol	1.9
22. Jason Alvarez	Patrol	1.3
23. Michelle Hernandez	Patrol	.2
24. Victoria Hernandez	Patrol	.1
25. Open	Patrol	
26. Open	Patrol	
27. Open	Patrol	

Support Division



NAME	DUTY ASSIGNMENT On 29 JAN 2021	YEARS OF EMPLOYMENT
Cynthia Luna	Administrative Assistant I	13.2
Mauro Nieto	Evidence Technician	4.0
Josue Mendoza	Information Technology	2.4
1. Elva Ramos	Communications Division Manager	8.3
2. Sheila Tarango	Telecommunicator Shift Supervisor	7.3
3. Irlanda Huerta	Telecommunicator	6.9
4. Grisell Acosta	Telecommunicator	5.10
5. Ricardo Sanchez	Telecommunicator	5.10
6. Ulysses Molina	Telecommunicator Shift Supervisor	5.10
7. Rebekah Arceo	Telecommunicator Shift Supervisor	4.6
8. Priscilla Mena	Telecommunicator	4.6
9. Stephanie Mendoza	Telecommunicator	4.4
10. Cynthia Ramirez	Telecommunicator	4.0
11. William Barber	Telecommunicator	4.0
12. Desiray Flores	Telecommunicator	3.9
13. Leslie Duran	Telecommunicator	3.4
14. Sylvia Cano	Telecommunicator	2.0
15. Leslie Quijas	Telecommunicator	1.9
16. Carsten Patino-Pickert	Telecommunicator	1.6
17. Isabel Chavez	Telecommunicator	.1

At this time, the Town of Horizon City provides 7.75 FTE telecommunicators, ESD#1 provides 2.25 FTE telecommunicators, and ESD#2 provides for 7 telecommunicators for a total of 17 FTE's.



2020 Officer Training

Our officers received 1,481 hours of training this year from the Sheriff's Training Academy, El Paso Community College, in-house training, and distance education training opportunities. The schools range in variety and are intended to address all of our community's needs and our officers. Training for this year dropped by more than 50 percent due to COVID-19 restrictions. However, to balance out the inability of in-person training, the department has implemented online training through Police One Academy. This year we maintained accreditation from the Texas Police Chiefs Association. At present, we have fourteen instructors in our department that are trained on the following topics:

- TCOLE Training Officers – Chief McConnell; Assistant Chief Rico; Lieutenant Ortega, Lieutenant Flores; Sergeant Mitre; Sergeant Rosas; Sergeant JC Rodriguez; Sergeant Nunez; Detective Labrado; Corporal Zeiger; Officer Crespo; Officer Delgadillo; Communications Manager Elva Ramos and Communications Supervisors Sheila Tarango.
- Firearms Instructor – Assistant Chief Rico; Lieutenant Flores; Detective Labrado; Officer Delgadillo; Officer Crespo
- Patrol Rifle Instructor-Assistant Chief Rico; Lieutenant Flores; Detective Labrado; Officer Delgadillo
- Oleoresin Capsicum (Pepper spray) Instructor – Lieutenant Ortega
- RADAR/ LIDAR Instructor – Lieutenant Ortega; Lieutenant Flores; Sergeant Mitre
- TASER Instructor – Lieutenant Flores; Sergeant Nunez; Officer Crespo
- EVOC Instructor- Lieutenant Flores; Detective Labrado; Sergeant Nunez; Officer Crespo
- ASP Defensive Tactics Instructor- Lieutenant Flores; Sergeant Rosas; Detective Labrado; Officer Crespo; Sergeant Nunez
- AHA Basic Life Support (CPR) Instructors- Lieutenant Flores; Sergeant Nunez; Officer Crespo

Training for the majority of the year was canceled or limited due to COVID-19 restrictions. Officers attended few mandated classes during the year. The topics include Civilian Interaction, Crisis Intervention, Special Investigative Topics, Human Trafficking, Child Abuse Prevention and Investigations, Canine Encounters (new), and Basic Life Support certification.

In addition to officers attending schools outside of our agency, we have taught several classes in our building to include Taser recertification, EVOC, NCIC/TCIC recertification, and recertification for firearms, including patrol rifles. Also taught using distance learning within our department were TCOLE mandated courses designed to augment our training and physical classes to address individual officer needs. The State of Texas requires that each officer receive a minimum of 40-hours of training every two years and a state and federal law update class with all of our officers already being finished with this requirement for the cycles ending in August 2021.

Our officers have attended online roll call training through Police One Academy and Vincible roll call through the Texas Best Practices.

Duty Weapon, Off Duty Weapon, and Shotgun

In March and November 2020, all regular and reserve officers qualified with their duty weapon, and those carrying an off duty weapon were also qualified. Officers who wanted to continue to carry a Shotgun were qualified.

The qualification course consisted of the following:

- ☐ 6 rounds from the 25-yard line (kneeling or standing officers choice)
- ☐ 8 rounds from the 15-yard line (stepping R then L)
- ☐ 6 rounds from the 10-yard line (front oblique R then L)
- ☐ 6 rounds from the 10-yard line (rear oblique R then L)
- ☐ 12 rounds from 7-yard line (stepping R, then L, then B, then F)
- ☐ 6 rounds from 5-yard line (Stepping R then L)
- ☐ 6 Rounds from the 3-yard line (Stepping oblique rear)

A total of 50 rounds per officer were used to qualify them with their duty weapon.

In 2019, the Horizon City Police Department officers qualified with their duty weapons twice during the year.

AR-15

As of the end of 2020, we have twenty-two officers certified to carry an AR-15 while on duty.

The qualification course consists of the following:

- ☐ 8 rounds from the 30-yard line in the kneeling supported position
- ☐ 4 rounds from the 25 yard line in the prone position
- ☐ 8 rounds from the 25-20 yard line oblique forward movements
- ☐ 10 rounds from the 25-15 yard line walking forward firing on command

Taser

All 22 officers who are currently certified to carry the Taser, were recertified throughout 2020. The course consists of 2 hours of classroom training and a course of fire implemented for the Taser. This training allows the officers to make quick decisions as to whether to deploy the Taser or draw their duty weapon, depending on the situation. There were six scenario stations that the officers had to go through to evaluate their quick response skills.

Reserve Officer Program

The Horizon City Police Department Reserve Program aims to maintain the highest standards of professional law enforcement services. Reserve police officers, who are volunteers, must meet the same standards as other members of the organization. Reserve police officers should fulfill two primary functions. First, reserve officers serve as auxiliary staff in situations as needed, and second, they provide an additional interactive link between the community and the Police Department. Reserve officers are subject to all the applicable rules & regulations that govern regular sworn police personnel. Applicants must meet all minimum requirements set forth by the Texas Commission on Law Enforcement (TCOLE).

The selection process for reserve officer applicants is the same as regular officers. All reserve police officers must provide a minimum of 24 hours of service per calendar month. Officers who cannot meet this requirement must submit a written request through the chain of command to the Chief of Police for an approved leave of absence. Depending on the training level and experience, reserve officers may perform the same duties as other full-time sworn personnel or be assigned to work with a regular officer. All reserve police officers must complete the Basic and Intermediate Reserve Officer Courses required by TCOLE to maintain their license as a Peace Officer.

All active reserve police officers must complete the police training officer program under the supervision and evaluation of a departmentally approved field training officer. Upon completing training, reserve officers will assume duties designated by the sergeant in charge of the reserves. This year, we hired some of our reserve officers as full-time officers. The process was easier since they were already familiar with our departmental structure. Reserve officers usually assist in several events during to include our yearly National Night Out and the Christmas parade. However, because of COVID-19, the events were canceled. We will continue to utilize the reserve program to help assist in our manning table.

Federal and State Police Grants for 2020

In 2020, the department received two grants. The first grant was from Homeland Security Operation Stone Garden for \$78,000. The second grant was from the state - Operation Border Star for \$89,000. Operation Stone Garden (OPSG) is a Federal Emergency Management Agency (FEMA) grant that supports enhanced cooperation and coordination among Customs and Border Protection (CBP), United States Border Patrol (USBP), and local, Tribal, territorial, state, and federal law enforcement agencies. The OPSG Program funds investments in joint efforts to secure the United States borders along routes of ingress from international borders to include travel corridors in states bordering Mexico. The operation increases coordination and collaborative efforts among the agencies by promoting a layered and coordinated approach to law enforcement. OPSG supports overtime, equipment, fuel cost, and mileage reimbursement for operational purposes to state, local, and tribal agencies to enhance border security.

Operation Border Star is the second grant we applied for and received in 2020 through the Governor's Office. The Horizon City Police Department took a proactive approach to increase the amount and quality of field intelligence. In working enhanced patrol operations, officers were directed to focus on possible narcotic activities within the city limits of Horizon. Our agency focused on officer-to-officer information sharing to identify crime trends, reemerging suspects, and significant crimes within Horizon City. Being located geographically close to the Texas/ Mexico border has left Horizon City and surrounding areas susceptible to Mexican criminal organizations setting up staging areas to conduct their operations. The information collected helps uncover their identities and activity patterns, which provide an additional positive effect. Additionally, lower border-related criminal activity and collaboration between Horizon City Police officers and other law enforcement agencies in the border area, which helps disrupt and deter crime in the area.

Communications Division

The communications division continues operating for the Horizon City Police Department, Emergency Services District #1, and Emergency Services District #2. As the year's progress, the volume of calls and radio transmissions continue to increase.



The communications division remains staffed with 17 telecommunicators to meet the demands of call volume and radio transmissions. Before the COVID-19 pandemic, two telecommunicators attended the Training 911 Heroes: Hot Topics course hosted by the 911 District. Topics reviewed in training included train accidents, barricaded persons, excited delirium, and

bombs and explosives. Due to the pandemic, several trainings were canceled throughout the year. The trainings included Healthy Dispatcher Course, the Healthy Dispatcher's Delivering Great Customer Service When Dealing with Impossible People, NENA's 911 Center Supervisor Program, APCO Communications Training Officer Course, and APCO Communications Center Supervisor Course. Dispatchers were assigned training through the Police One Training Academy. TCOLE (Texas

Commission on Law Enforcement) credit was obtained with each training. Six dispatchers completed the CPR recertification.

On March 1st, Elite Medical Transport began responding to calls within the Horizon City limits. The communications division began dispatching calls for Elite units stationed at the Horizon Fire Department.



Telecommunicators worked hand in hand with Elite Medical Transport dispatch.

The communications manager was invited by Sergeant Mitre to give a presentation of the communications division at the Citizen Police Academy. A PowerPoint was presented with topics such as what a telecommunicator does, minimum staffing on each shift, jurisdictions, always knowing where you are when calling a police department, radio procedures, and CAD (Computer Aided Dispatch). During and at the end of the presentation, citizens were able to interact and ask questions.

A new intercom system was installed in dispatch. The intercom was placed in the window in the lobby. This intercom is an effective tool able to help walk-ins. As soon as a citizen presses the button on the intercom, the administrative phone rings at all four stations simultaneously. At that point, any dispatcher can assist walk-ins in a prompt manner. The communications manager gave her input and ideas for the new construction of the Horizon City Police Department. Several virtual meetings were held with EXIGO architecture to discuss the new construction planning. In addition, the communications manager and Chief McConnell had a virtual furniture tour with Russ Bassett to select the furniture for the dispatch consoles. The new dispatch center will have six consoles, a breakroom, and a restroom, amongst many neat features.

During the second week of April, 911 telecommunicators in the public safety community are honored for their contributions to the hard work and dedication. The 911 District gifted telecommunicators with a backpack as a sign of appreciation. The backpack was embroidered with "Telecommunicators El Paso Strong". New protocols were implemented to accommodate CDC guidelines for COVID-19. Face masks were required to be worn at all times in the dispatch room. The consoles are disinfected before the dispatcher is relieved from the shift. Dispatchers were assigned to take

temperature checks for city hall, police, and court personnel. Temperature checks were taken before and after the employee's shift.

Independence day is the most hectic holiday of the year for the communications division due to the foreseen high number of fires and calls associated with fireworks. Advanced planning is required for this day. The schedule was modified once again to meet the demands for the high volume of radio traffic and calls for police and fire. Sixteen dispatchers, including the communications manager and shift supervisors, were scheduled to work. The group was split into two groups. Four dispatchers were assigned to call take at the El Paso Regional Communication Center located at 6055 Threadgill. The five consoles at the Horizon Police Department were assigned to dispatch police and county fire.



County fire channel one was assigned to the main dispatch response for Clint, Fabens, San Elizario, Socorro, and the West Valley Fire Departments. County fire channels 2 and 3 were reserved for structure fires or major incidents. County fire channel four was assigned to Montana Vista Fire Department. Horizon Fire Department was assigned to 800 MHZ Resource, and channel 5 was their backup channel. Prior years and this year as well, Montana Vista and Horizon Fire Departments were assigned to a separate channel because of the higher volume of calls. During the hours of 18:00 and 02:00, crisis radio procedures were in effect. Fifty-four fire calls and sixty-nine police calls were received between 18:00 and 6:00.

The communications manager and Chief Mcconnell were cordially invited to the ribbon-cutting for the Horizon Fire Department's Station #2 located at 12361 Paseo del Este. New protocols were implemented for dispatch with the addition of station 2. The communications manager attended the Emergency Services Districts #1, and #2 commissioner's meetings held once a month to present the communications report. At the beginning of the year, the communications manager also attended both meetings in person. As the COVID-19 cases increased, the Emergency Services District #2 began conducting meetings virtually through Microsoft Teams. The Emergency Services District #1 also had their meetings virtually through global Go to Meeting; however, the communications manager attended the meetings in person. All the necessary COVID-

19 precautions were taken at the meetings. Only eighteen people were allowed to attend the meeting in person.

The communications manager, morning shift supervisor, and a dispatcher conducted interviews for the dispatcher position. Due to the pandemic, the hiring process was delayed; however, the hired dispatcher will soon be joining our team.

Criminal Investigations Division (CID)

The Criminal Investigations Division consists of two detectives and a lieutenant who oversees the operations. One of the significant goals and objectives of the lieutenant is innovation, honesty, and responsive leadership. The detectives should never be satisfied with the status quo but should always seek ways to improve investigative operations. The detectives must set the tone of professionalism, integrity, hard work, and receptivity to change. Perfection will be expected in all cases being investigated by the division. Because of our agency's smaller size, the detectives must be capable of investigating a wide variety of general crimes.

This year, the division had different types of challenges, particularly with COVID-19. We had to adjust and use different tactics to conduct investigations and interviews of victims and suspects. Detectives looked at innovative ways to do their job and at the same time maintain their health to be efficient at work.

The criminal investigations division investigates both property crimes and crimes against persons. Since this division is small, the detectives train to handle all cases that require additional investigation. During 2020, detectives were busy handling property thefts, motor vehicle thefts, identity thefts, burglaries, and criminal mischiefs.

The other classification of cases is crimes against persons. Detectives handled aggravated assaults, aggravated sexual assaults, sexual assaults, and injury to a child causing death. Unattended deaths are also included since they are treated as a suspicious death until they are appropriately investigated and ruled out as a homicide. They are then classified as a natural or medical death. This year, most of the unattended deaths were COVID-19 related. Unfortunately, unattended deaths increased this year due to COVID-19. Detectives were busy investigating these cases.

Detectives handled several shootings that occurred within the Horizon City limits. For one of the cases, the division reached out to the El Paso County Sheriff's Office for

assistance because of the complexity of the case and the lack of staffing. The Criminal Investigations Division continues to work closely with neighboring law enforcement agencies. These agencies include, HSI, El Paso Police Department, Texas Department of Public Safety, and the El Paso County Sheriff's Office.

The CID lieutenant is responsible for reviewing and assigning cases to the detectives. The CID lieutenant is also accountable for case presentation to the District Attorney's Office for prosecution. Once a week, the lieutenant conducts a follow up at the District Attorney's Office and checks on criminal cases submitted to see if they need any additional follow-ups or if they have been assigned to a court for prosecution.

The CID lieutenant attends numerous inter-agency meetings providing necessary collaboration. Lieutenant Ortega continues to train with the El Paso County Sheriff's Office crisis negotiation team as a hostage negotiator.

Evidence & Property Management

A forensic technician is a critical component in the criminal investigation process. The forensics division has one crime scene technician and a lieutenant that oversees the day-to-day operations. One of these responsibilities is maintaining the evidence room, which requires the evidence to be appropriately accounted for at all times. Part of the evidence room duties includes receiving and processing evidence from different criminal cases that the patrol officer submit when handling cases.

One of the forensic technician's duties is to submit any type of drug contraband, such as cocaine, methamphetamines, and steroids which are submitted by the patrol officers for analysis for their criminal cases. Once inventoried, these narcotics are taken to the Department of Public Safety (DPS), where they are processed, weighed, and categorized with the narcotic's actual name. Once that is completed, an official report is made by DPS, which is turned into the District Attorney's Office along with the criminal case.

Fingerprints are another service provided by the Forensic Technician. The forensic technician is available for fingerprinting Monday-Friday from 8:00 am - 4:00 pm. People request to get fingerprinted for job employment or background investigations. Open records requests and the release of videos is another forensic technician function. He processes the videos from the patrol units and officers' body cameras. If there is a

criminal case attached to the video, a copy is made and turned over to the District Attorney's Office.

The following statistical data is what was done by the forensic technician during the year.

- 150 requests were made for open records, case requests either from the District Attorney's Office, or citizens requesting copies of videos.
- 125 items of evidence were submitted for analysis to the Texas Department of Public Safety.
- Marijuana - 64.976 solid ounces
- Hashish - 3 grams
- Cocaine - 15.4 solid grams
- Codeine - 4.4 grams
- Methamphetamine - 2.6 solid grams
- THC - 39.347 solid grams
- 63 fingerprinting requests.

Warrant Officer

The warrant officer's primary functions are to serve as bailiff for the municipal court and serve summons for persons summoned to court. The summons are served to persons who are either a witness or defendant. This year, the warrant officer adjusted to modified court processing resulting from COVID-19. The officer also reviews faxes from the Texas Department of Family and Protective Services (FFPS) on suspected child abuse or neglect.

The warrant officer is also assigned to conduct vehicle maintenances. Whenever there is a work order submitted on any vehicle deficiency, the warrant officer takes the vehicle to the City of El Paso mechanic shop for servicing. The warrant officer monitors the units' mileage. Additionally, he services and ensures the units are properly maintained. For the year, the warrants officer received 140 summons. The summons were hand-delivered for court appearances either to defendants or witnesses for the Horizon City Municipal Court.

Community Outreach

Coffee With A Cop

The Horizon City Police Department held its first Coffee With a Cop event in the fall of 2017. The purpose of the event is to provide the community with an opportunity to

connect with officers. In the event, officers of our agency can also be approached by our Horizon City families. Conversations range from neighborhood concerns to compliments. Examples of such concerns were conversations about domestic violence, traffic flow during rush hours, vandalism, and scam/ fraud prevention strategies.

All coffee events since the inception of the program have been held at the Horizon City Whataburger. When the program began, the events were held exclusively during weekdays in the morning hours. In 2019, the events took place on different days and hours to provide our community members with various opportunities to attend and participate in the program. Our partnership with Whataburger has been key to the program's success as they graciously provide us with reserved space, coffee, and discounted menu items that we purchase for attendees.

Coffee With a Cop events in 2020 took place on the following dates:

February 25

March 6

April and May Coffee with a Cop events were held virtually via Facebook Live.

During the spring, came the need for social distancing and the further need to postpone coffee events because of the COVID-19 pandemic. The program is set to return as soon as it is safe. The Horizon City Police Department is prepared to pivot the theme from coffee to soft drinks, or perhaps frozen treats if we are able to resume during the 2021 summer; "Pops With Cops".

Career Days & School Presentations

Sergeant Mitre conducted numerous presentations at schools, providing students with information regarding our role in protecting and serving our city through virtual meetings. Sergeant Mitre presented to several elementary and middle school classrooms via ZOOM. In spite of limited interaction with students, Sergeant Mitre was still able to reach out to area schools with material about bullying and career opportunities in the field of law enforcement.

Facebook Live

We continued our Facebook Live Series, which we introduced in the fall of 2017. The purpose of the FB Live stream is to harness the powerful platform of social media and reach our community with information and tips on how to stay safe. One of the many benefits of these broadcasts is that people watching the stream can submit questions or concerns in real-time, allowing for conversation to flow freely between members of the public and our agency. Our FB platform was a powerful tool in disseminating valuable information about stay-at-home orders, testing sites, facemask regulations, and virtual community events.

Child Passenger Safety Seat Events

While there were no child passenger seat events held by our agency in 2020, our certified child passenger safety seat installers remained available to inspect and install car seats for community parents. Sergeant Mitre performed several installations and inspections sporadically throughout the year, with an average of two per month counting inspections and fresh installs. Lieutenant Ortega and Sergeant Mitre each renewed their certifications in the early fall of 2020. This certification is issued by the National Child Passenger Safety Certification, a Safe Kids Worldwide division. Extra care and personal protective equipment were necessary to continue these services to serve our community's children. Sergeant Mitre is available by appointment to inspect child safety seats at the headquarters and in select locations. Taking an extra few minutes to have a car seat inspected can help save lives and reduce injuries.

Home Safety Inspections

Sergeant Mitre was able to conduct several home security assessments throughout the Horizon City community during 2020. Any member of our community may request an inspection of their home to minimize the risk of a break-in or property theft. These inspections take under one hour and are minimally invasive of the owner's privacy. The inspection consists of a security assessment of door and window integrity and landscaping, outdoor lighting, and general safety practices. Unfortunately, after spring, we stopped offering in-person inspections; however, Sergeant Mitre met with several homeowners and provided them with recommendations and access point

inspection tips. Homeowners are also encouraged to maintain an inventory of valuable items in the unfortunate case of a burglary. The Horizon City Police Department has an inventory form available for download on our website.

Community Presentations & Partnerships

During January and February, the Horizon City Police Department conducted multiple presentations at Horizon High School and Eastlake High School. Sergeant Mitre was invited to speak with criminal justice students, informing students of the general culture of the Horizon City Police Department and our hiring process and background requirements. Students were encouraged to participate in a no holds barred question and answer session. Students were curious as to common law enforcement myths. Sergeant Mitre was able to demystify our role in our community and our policies and methods of operation.

Sergeant Mitre also presented at West Texas Driving Academy in February and March. Sergeant Mitre presented students with information regarding the Texas Transportation Code as well as explaining our traffic stop process. Students were told what to expect during a traffic stop and were given tips on contact with police.

The Horizon City Police Department partnered with Holy Spirit Church during May - July as they conducted their food pantry campaign. Officers were tasked with monitoring the flow of traffic, which, due to the location of the church building, had to wrap around the block and had motorists occupying the right lane of Horizon Boulevard between Breaux and Acra Court. The traffic flow was alleviated when the congregation moved to their new building further East on Horizon Boulevard across Horizon High School. With the newer and larger parking lot, cars were able to line up inside the property without causing any hazard for motorists in the area.

The police department assisted Manantial Church with traffic control for their food distribution program. The lines were long, and thankfully, the adjacent lots' owner(s) allowed for vehicles to be arranged into multiple rows inside the multi-acre lot, helping manage the traffic flow.

ALIVIANE Advocates for Prevention Coalition Partnership

In late 2019, Aliviane approached the Horizon City Police Department with an opportunity to establish a partnership that would facilitate providing our community with a means to dispose of their unused medication. The Horizon City Police Department recognized the need to provide this service and accepted to become a distribution point for DETERRA drug disposal pouches. Unlike other disposal methods, these pouches are user-friendly and get the job done by simply opening the pouch, inserting the medication, adding water, and sealing and placing the pouch in the trash can.

Throughout 2020, Sergeant Mitre attended monthly coalition meetings via ZOOM virtually. In large part, Sergeant Mitre's role in the coalition was related to providing other members of the coalition with law enforcement and crime prevention perspectives and assisting with marketing for the distribution project. Sergeant Mitre undertook creating a poster that would advertise the DETERRA pouch's free availability at several lobbies numerous participating agencies.

D.A.R.E.

Some Very Important Information about D.A.R.E: Millions of school children worldwide will benefit from D.A.R.E. (Drug Abuse Resistance Education), the highly acclaimed program that gives kids the skills they need to avoid involvement in drugs, gangs, and violence. D.A.R.E. was founded in 1983 in Los Angeles and has proven so successful that it is now being implemented in 75 percent of our nation's school districts and in more than 52 countries around the world. D.A.R.E. is a police officer-led series of classroom lessons that teaches children from kindergarten through 12th grade how to resist peer pressure and live productive drug and violence-free lives.

In its more than 30-year history, D.A.R.E. education programs have been designed to provide students with the knowledge and tools they need to resist drugs, alcohol, and other high-risk behaviors. Sergeant Mitre is certified to teach "Keep'n it ReEAL" D.A.R.E. Curriculum to elementary, middle, and high school students.

D.A.R.E.'s "Keep'n it REAL" elementary school and middle school curriculums are centered around engaging, interactive lessons which include cooperative learning group activities, role-plays, and workbook activities which will build the student's:

- self-awareness and management
- responsible decision making
- understanding others
- peer communication skills
- handling responsibilities and challenges

The curriculum uses this theory to teach youth to control their impulses and think about risks and consequences in more responsible choices. The elementary and middle school D.A.R.E. curriculums each consist of a 10-week lesson plan in which the D.A.R.E. instructor teaches a single classroom for a class period of 45 minutes. A workbook, pencils and other goodies are provided to students in the class. Sergeant Mitre gave various community presentations using the D.A.R.E. curricula and presented the material to several classrooms individually. Our Spring 2020 D.A.R.E. session was cut short when area schools closed due to COVID-19 concerns. The Horizon City Police Department looks forward to bringing this excellent program back to our community children.

September 11th Memorial Ceremony

On September 11, 2020, the Horizon City Fire Department hosted a small ceremony held in honor of those who lost their lives and assisted in rescue efforts during the horrific events which occurred nineteen years ago. Because of COVID-19, this year's event was small to support social distancing.

Explorer Program

About Our Explorer Program: Leadership begins with the principles of responsibility. These young adults from our city have similar goals, to make a significant impact on our community. The Horizon City Police Department wants to provide the young people of our region an opportunity to understand municipal government, Texas Laws better and allow every member to observe our agency's operation in the process of its duty to serve and protect the community of Horizon City. Explorers do not necessarily have to commit to a career in law enforcement, but they benefit from leadership training and positive community-building activities.

Life Skills Training	Law Enforcement Career Training
• General Health & Fitness • Substance Abuse Information • Leadership • Academic Motivation • Community Pride • Civil Rights • Community Improvement Projects • Scholarship Opportunities	• Basic Officer Safety Concepts • Texas Criminal Law • Texas Traffic Law • Texas Juvenile Law • Texas Family Law • Mechanics of Arrest • Community Policing • Scenario-Based Training

We were able to hold our weekly meetings during January, February, and only half of March. After March, our members found solace in keeping in touch via "ZOOM" every Wednesday evening. Sergeant Mitre presented material on law enforcement theory during these meetings, and our explorers would debate concepts and participate.

Citizen Police Academy

Our 2020 Citizen Police Academy was in full swing when it had to be canceled. With over 23 students in regular attendance and full participation, this had been set to be our largest class so far. The academy had three sessions before it was postponed. The sessions which did take place included a first night where students were given a guided tour of our police facilities and were allowed to get into our police cars and ask questions. Our second session was held at the Oz Glaze Senior Center, and students learned about DWI laws and the traffic stop process. On the third and final session for 2020, our Communications Coordinator taught students about emergency communications. For the second half of the session, students participated in mock traffic stops where they would have to simulate communicating by radio from a real police car. Topics typically covered in our academy include:

• Traffic Laws • Domestic Assault Laws • Warrants Service • Detective Duties	• Robbery • Crime Prevention Education • Online Crimes & Robbery • Active Shooter Survival • Practical Scenarios
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We thank our local business sponsors who helped provide snacks and academy supplies.

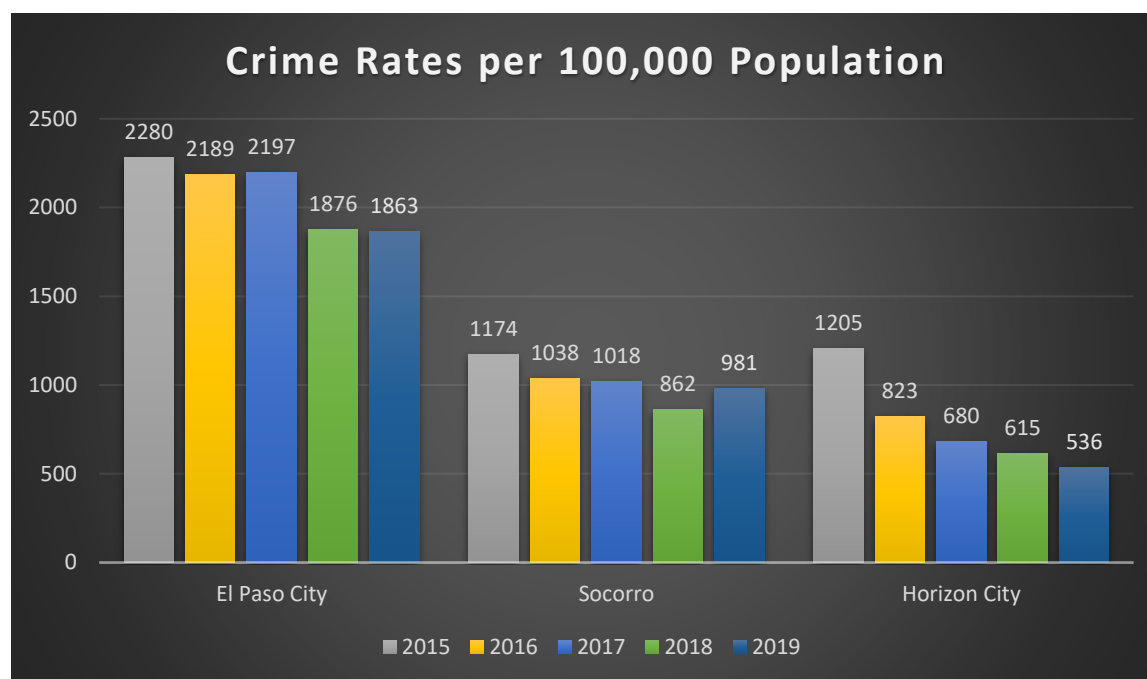
Horizon City - Major Crimes Reported Comparison by Year

Crime Statistics

	2016	2017	2018	2019	2020
Murder	0	1	0	0	0
Sexual Assault	9	9	12	9	12
Robbery	4	3	4	1	2
Assault	9	10	8	6	14
Burglary	54	17	24	12	13
Larceny	135	93	83	85	83
Auto Theft	6	7	4	4	12
Totals	217	140	135	117	126

Crime Rates per 100,000 Population Compared Cities

Crime rates are calculated by taking the number of reported crimes in a particular jurisdiction and dividing by the total population of that same jurisdiction. The result of that calculation is multiplied by 100,000. The result of this equation equals the rate of crime per 100,000 persons. This is a useful way to make comparisons between jurisdictions regardless of the population. This data is always lagging, and the latest data set is 2019. The following table includes the crimes: Murder, Rape, Aggravated Assault, Burglary, Larceny, and Auto Theft. The data was obtained from the Texas Department of Public Safety.¹



¹ 2019 Crime in Texas Report : Crime by Jurisdiction 10b,

<https://txucr.nibrs.com/Report/PublishedReports>

https://www.dps.texas.gov/administration/crime_records/pages/crimestatistics.htm

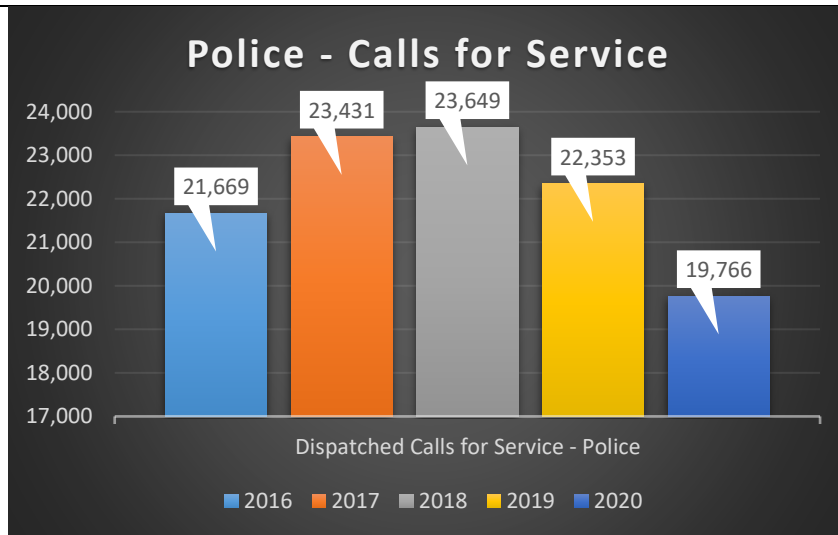
Local Arrests

The following chart demonstrates the raw numbers of Part II crimes that resulted in criminal charges being filed.

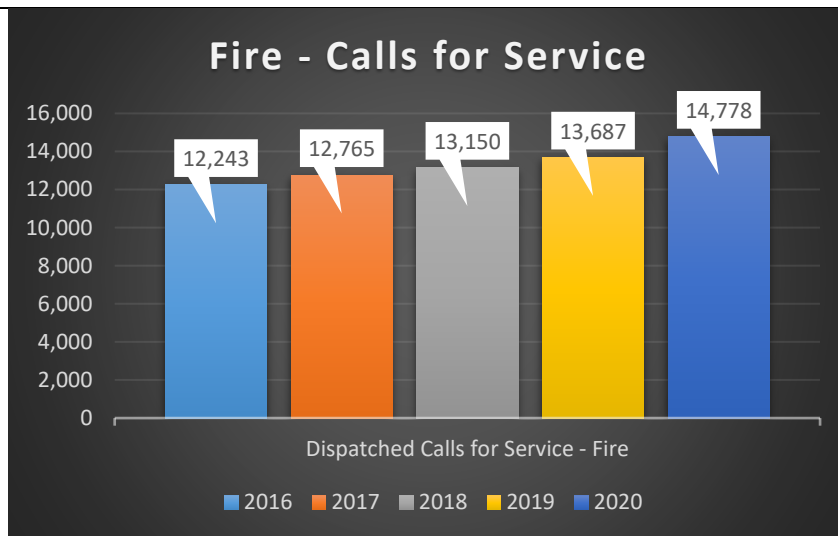
	2016	2017	2018	2019	2020
Aggravated Assault	2	5	1	1	4
Simple Assault	21	11	18	23	27
Burglary/Breaking and Entering	1	6	3	0	1
All Other Larceny	36	28	23	22	21
Drug/Narcotics Violation	33	61	61	54	47
Robbery	2	1	1	0	0
Offenses against family and children	1	2	0	0	1
Disorderly Conduct	9	6	5	14	2
Driving Under the Influence	38	33	43	57	58
Drunkenness	8	26	2	0	0
Liquor Law Violation	41	28	27	31	23
All Other Offenses	68	71	55	50	39
Total Charges Filed	260	278	239	252	223

**Charts &
Statistics**

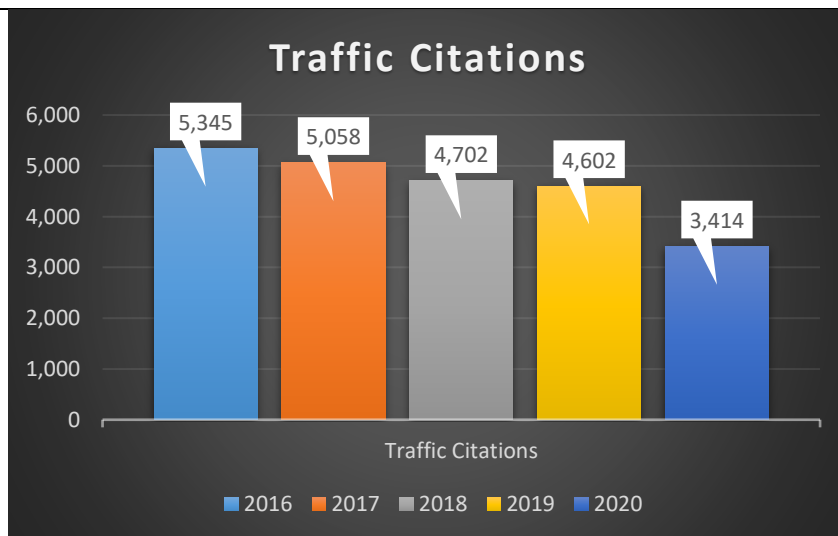
**Police – Calls for
Service**



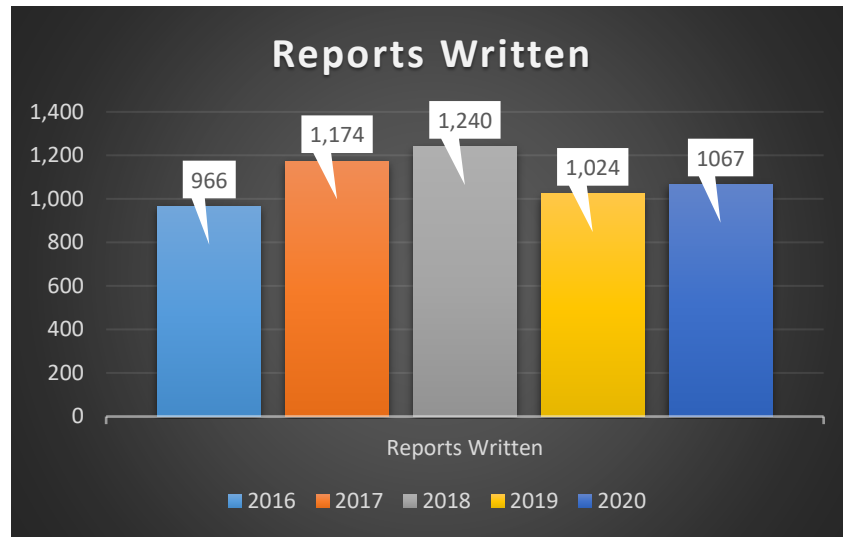
**Fire –Calls for
Service**



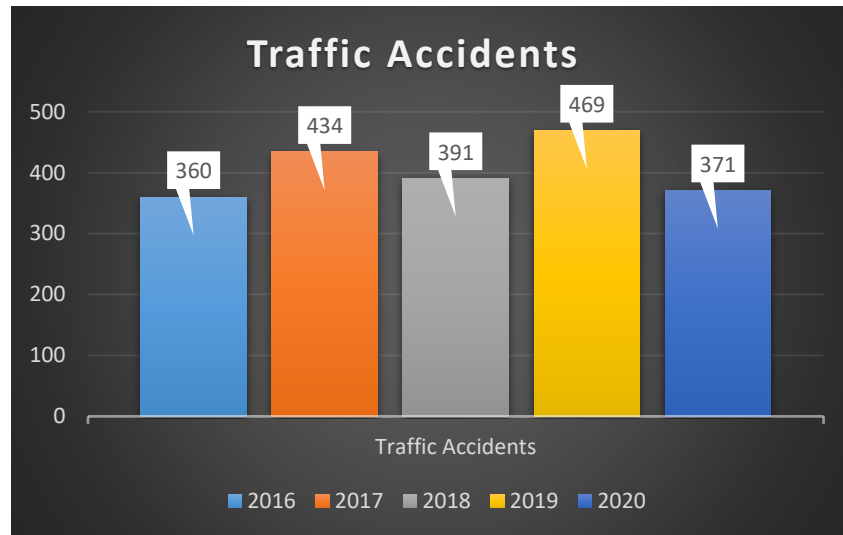
**Traffic
Citations**



Reports Written



Traffic Accidents*



* The traffic accident numbers reflect all reported accidents, whether there was a full state report created or not since many accidents are minor and do not require full investigations.

Citizen Complaints

	Informal Citizen Concerns	Written Complaints	Written Complaints Sustained
January	0	1	1
February	0	1	0
March	0	0	0
April	0	0	0
May	0	0	0
June	0	0	0
July	0	1	1
August	0	0	0
September	0	0	0
October	0	0	0
November	0	0	0
December	2	0	0

Police Department Motor Vehicle Inventory – 2020

#	Unit	Year	Model	License	Vin	Assigned to	Actual Miles		Miles Driven
							Jan-18	Jan-19	
1	6110	2010	Ford F150 4*4	110-1505	1FTFW1EV9AFC53934	Lt Flores	76,923	83,522	6,599
2	6112	2011	Ford F250	111-7710	1FT7W2A68CEA45108	Crime Prevention	24,913	30,047	5,134
3	6412	2012	Ford utility Van	114-0515	1FDWE3FL8CDA18883	Crime scene Unit	1,303	1,722	419
4	6213	2012	Ford Taurus	114-0701	1FAHP2M80DG188807	Off Delgadillo	68,159	73,912	5,753
5	6114	2014	Ford Explorer	116-8365	1FM5K8AR0EGA65078	Stone Garden	67,952	75,324	7,372
6	6115	2015	Ford Explorer	122-5620	1FM5K8AR8FGB83851	Off Campbell	70,080	85,201	15,121
7	6215	2015	Ford Explorer	122-3623	1FM5K8AR6FGB83850	Sgt. Greseth	68,634	77,804	9,170
8	6116	2016	Ford Explorer	131-4063	1FM5K8AR3GGC36456	Off J Rodriguez	44,810	58,837	14,027
9	6216	2016	Ford Explorer	131-4062	1FM5K8AR5GGC36457	Off Vasquez	49,623	58,280	8,657
10	6316	2016	Ford Explorer	131-4064	1FM5K8AR1GGC36455	Off Zeiger	53,600	64,840	11,240
11	6118	2018	Ford Fusion	LBS-9495	3FA6P0G71JR277871	Lt Ortega	4,115	16,757	12,642
12	6218	2018	Ford Fusion	LBS-9313	3FA6P0G71JR277872	Det G Rodriguez	2,800	9,839	7,039
13	6318	2018	Ford Fusion	LBS-9314	3FA6P0G71JR277873	Asst Chief Rico	5,020	15,318	10,298
14	6418	2018	Ford Explorer	134-5806	1FM5K8AR5JGC74102	Off H. Sierra/Off Guerra	2,339	10,947	8,608
15	6518	2018	Ford Explorer	134-5807	1FM5K8AR7JGC74103	Off Sierra/Off Chavez	3,328	20,595	17,267
16	6618	2018	Ford Explorer	134-5809	1FM5K8AR9JGC74104	Off Gonzalez/Off Cruz	3,754	17,858	14,104
17	6718	2018	Ford Explorer	134-5808	1FM5K8AR4JGC55945	Off Avitia	2,765	15,485	12,720
18	6818	2018	Ford Explorer	134-5810	1FM5K8AR6JGC55946	Off Diaz/Off Alvarez	4,690	20,357	15,666
19	6119	2019	Ford Fusion	LTD-6618	3FA6P0G78KR183150	Det Labrado	0	7,432	7,432
20	6219	2019	Ford Explorer	134-5876	1FM5K8AR3KGA12676	Sgt Rosas	0	5,372	5,372
21	6319	2019	Ford Explorer	134-5875	1FM5K8AR5KGA12677	Sgt JC Rodriguez	0	11,026	11,026
22	6419	2019	Ford Explorer	134-5877	1FM5K8AR2KGA12684	Sgt Nunez	0	4,915	4,915
23	A-01	2011	Polaris	-----	4XAXY76A6BB413345	ATV	3,683	3,975	292
24	T-01	-----	Wells Cargo	900-0936		Mobile Command			

Horizon City Police Department
Racial Profiling 2020 Annual Contact Report



Letter to City Council

January 31, 2020

Horizon City Council

Dear distinguished Mayor and members of the City Council,

In 2001, the Texas Legislature enacted the Racial Profiling Law (S.B. 1074). Since becoming effective, the Horizon City Police Department has collected citation-based contact data to identify and address (if necessary) concerns regarding racial profiling practices by police officers.

In this report, you will find information on citation-based contact data along with documentation that aims at supporting the fact that the Horizon City Police Department has complied with The Texas Racial Profiling Law. You will have an opportunity to review documentation that demonstrates the Horizon City Police Department's compliance with the Texas Racial Profiling Law. Specifically, documents relevant to implementing an institutional policy banning racial profiling, implementing a racial profiling complaint process (including how it has been disclosed to the public), and the training administered to all law enforcement personnel are included.

This report also contains statistical data relevant to motor vehicle contacts from January 1, 2020, to December 31, 2020. This information has been analyzed and compared to data derived from the U.S. Census Bureau and the citation and arrest-based contact data collected in 2020. The final analysis and recommendations are also included.

According to state law, the data and supporting documentation presented in this report support the notion that the Horizon City Police Department is committed to the identification and resolution (if necessary) of all issues relevant to racial profiling.

Sincerely,



Chief Mike McConnell

Report & Analysis

Article 2.132 of the Texas Code of Criminal Procedure requires that each law enforcement agency have a detailed written policy in regard to the topic of racial profiling. That policy must define racial profiling, prohibit the act of racial profiling, implement a complaint process, provide for public education, require corrective action if racial profiling occurs, require collection of data, and require the submission of an annual report.

The policy issued by the Horizon City Police Department in May 2016, fully complies with Article 2.132. The policy is set forth below in its entirety.

I. POLICY

We are committed to a respect for constitutional rights in the performance of our duties. Our success is based on the respect we give to our communities, and the respect members of the community observe toward law enforcement. To this end, we shall exercise our sworn duties, responsibilities, and obligations in a manner that does not discriminate on the basis of race, sex, gender, sexual orientation, national origin, ethnicity, age, or religion. Respect for diversity and equitable enforcement of the law are essential to our mission.

All enforcement actions shall be based on the standards of reasonable suspicion or probable cause as required by the Fourth Amendment to the U. S. Constitution and by statutory authority. In all enforcement decisions, officers shall be able to articulate specific facts, circumstances, and conclusions that support probable cause or reasonable suspicion for arrests, searches, seizures, and stops of individuals. Officers shall not stop, detain, arrest, search, or attempt to search anyone based solely upon the person's race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group.

All departmental orders are informed and guided by this directive. Nothing in this order limits non-enforcement contacts between officers and the public.

II. PURPOSE

The purpose of this order is to provide general guidance on reducing the presence of bias in law enforcement actions, to identify key contexts in which bias may influence these actions, and emphasize the importance of the constitutional guidelines within which we operate.

III. DEFINITIONS

Most of the following terms appear in this policy statement. In any case, these terms appear in the larger public discourse about alleged biased enforcement behavior and in other orders. These definitions are intended to facilitate on-going discussion and analysis of our enforcement practices.

- A. Bias: Prejudice or partiality based on preconceived ideas, a person's upbringing, culture, experience, or education.
- B. Biased policing: Stopping, detaining, searching, or attempting to search, or using force against a person based upon his or her race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group.
- C. Ethnicity: A cluster of characteristics that may include race but also cultural characteristics or traits that are shared by a group with a common experience or history.
- D. Gender: Unlike sex, a psychological classification based on cultural characteristics or traits.
- E. Probable cause: Facts or apparent facts and circumstances within an officer's knowledge and of which the officer had reasonable, trustworthy information to lead a reasonable person to believe that an offense has been or is being committed, and that the suspect has committed it.
- F. Race: A category of people of a particular descent, including Caucasian, African, Hispanic, Asian, Middle Eastern, or Native American descent. As distinct from ethnicity, race refers only to physical characteristics sufficiently distinctive to group people under a classification.
- G. Racial profiling: A law-enforcement initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.
- H. Reasonable suspicion: Articulable, objective facts that lead an experienced officer to suspect that a person has committed, is committing, or may be about to commit a crime. A well-founded suspicion is based on the totality of the circumstances and does not exist unless it can be articulated. Reasonable suspicion supports a stop of a person. Courts require that stops based on reasonable suspicion be "objectively reasonable."
- I. Sex: A biological classification, male or female, based on physical and genetic characteristics.
- J. Stop: An investigative detention. The detention of a subject for a brief period of time, based on reasonable suspicion.

IV. PROCEDURES

A. General responsibilities

1. Officers are prohibited from engaging in bias-based profiling or stopping, detaining, searching, arresting, or taking any enforcement action including seizure or forfeiture activities, against any person based solely on the person's race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group. These characteristics, however, may form part of reasonable suspicion or probable cause when officers are seeking a suspect with one or more of these attributes. (TBP: 2.01)
2. Investigative detentions, traffic stops, arrests, searches, and property seizures by officers will be based on a standard of reasonable suspicion or probable cause in accordance with the Fourth Amendment of the U.S. Constitution. Officers must be able to articulate specific facts and circumstances that support reasonable suspicion or probable cause for investigative detentions, traffic stops, subject stops, arrests, nonconsensual searches, and property seizures. Except as provided in number 3 below, officers shall not consider race/ethnicity in establishing either reasonable suspicion or probable cause. Similarly, except as provided below, officers shall not consider race/ethnicity in deciding to initiate even those nonconsensual encounters that do not amount to legal detentions or to request consent to search.
3. Officers may take into account the reported race or ethnicity of a specific suspect or suspects based on trustworthy, locally relevant information that links a person or persons of a specific race/ethnicity to a particular unlawful incident(s). Race/ethnicity can never be used as the sole basis for probable cause or reasonable suspicion. Except as provided above, race/ethnicity Reasonable suspicion or probable cause shall form the basis for any enforcement actions or decisions. Individuals shall be subjected to stops, seizures, or detentions only upon reasonable suspicion that they have committed, are committing, or are about to commit an offense. Officers shall document the elements of reasonable suspicion and probable cause in appropriate reports.
4. Officers shall observe all constitutional safeguards and shall respect the constitutional rights of all persons.
 - a. As traffic stops furnish a primary source of bias-related complaints, officers shall have a firm understanding of the

warrantless searches allowed by law, particularly the use of consent. How the officer disengages from a traffic stop may be crucial to a person's perception of fairness or discrimination.

- b. Officers shall not use the refusal or lack of cooperation to justify a search of the person or vehicle or a prolonged detention once reasonable suspicion has been dispelled.
- 2. All personnel shall treat everyone with the same courtesy and respect that they would have others observe to department personnel. To this end, personnel are reminded that the exercise of courtesy and respect engenders a future willingness to cooperate with law enforcement.
 - a. Personnel shall facilitate an individual's access to other governmental services whenever possible, and shall actively provide referrals to other appropriate agencies.
 - b. All personnel shall courteously accept, document, and forward to the Chief of Police any complaints made by an individual against the department. Further, officers shall provide information on the complaint's process and shall give copies of "How to Make a Complaint" when appropriate.
- 3. When feasible, personnel shall offer explanations of the reasons for enforcement actions or other decisions that bear on the individual's well-being unless the explanation would undermine an investigation or jeopardize an officer's safety.
- 4. When concluding an encounter, personnel shall thank him or her for cooperating.
- 5. When feasible, all personnel shall identify themselves by name. When a person requests the information, personnel shall give their departmental identification number, name of the immediate supervisor, or any other reasonable information.
- 6. All personnel are accountable for their actions. Personnel shall justify their actions when required.

B. Supervisory responsibilities

- 1. Supervisors shall be held accountable for the observance of constitutional safeguards during the performance of their duties. Supervisors shall identify and correct instances of bias in the work of their subordinates.

2. Supervisors shall use the disciplinary mechanisms of the department to ensure compliance with this order and the constitutional requirements of law enforcement.
3. Supervisors shall be mindful that in accounting for the actions and performance of subordinates, supervisors are key to maintaining community trust in law enforcement. Supervisors shall continually reinforce the ethic of impartial enforcement of the laws, and shall ensure that personnel, by their actions, maintain the community's trust in law enforcement.
4. Supervisors are reminded that biased enforcement of the laws engenders not only mistrust of law enforcement, but increases safety risks to personnel. Lack of control over bias also exposes the department to liability consequences.
5. Supervisors shall be held accountable for repeated instances of biased enforcement of their subordinates.
6. Supervisors shall ensure that all enforcement actions are duly documented per departmental policy. Supervisors shall ensure that all reports show adequate documentation of reasonable suspicion and probable cause, if applicable.
7. Supervisors shall facilitate the filing of any complaints about law-enforcement service.

C. Disciplinary consequences

Actions prohibited by this order shall be cause for disciplinary action, up to and including dismissal.

D. Training (TBP: 2.01)

Officers shall complete all training required by state law regarding bias-based profiling.

V. COMPLAINTS

- E. The department shall publish "How to Make a Complaint" folders and make them available at all city facilities and other public locations throughout the city. The department's complaint process and its bias-based profiling policy will be posted on the department's website. Whenever possible, the media will be used to inform the public of the department's policy and complaint process.
- F. Complaints alleging incidents of bias-based profiling will be fully investigated as described under Policy 2.4.

- G. Complainants will be notified of the results of the investigations when the investigation is completed.

VI. RECORD KEEPING

- H. The department will maintain all required records on traffic stops where a citation is issued or where an arrest is made subsequent to a traffic stop pursuant to state law.
- I. The information collected above will be reported to the city council annually.
- J. The information will also be reported to TCOLE in the required format.

Introduction and Interpretation of Data

Before considering a review of the data and attempting to analyze said data, some important caveats must be mentioned. Given the nature of the data collection required by law, it is nearly impossible to make an easy determination that racial profiling has occurred or not occurred within the Horizon City Police Department. The law dictates that law enforcement agencies in Texas compile aggregate level data. Using aggregate level data to make inferences regarding racial profiling by individual officers is not methodologically sound. This error is referred to as the "ecological fallacy". *The fallacy assumes that individual members of a group have the average characteristics of the group.* This is not a reality that can be statistically substantiated and will produce erroneous results. Nonetheless, this report does utilize the methodology as required by law.

The law currently does not require the presentation of individual officer data in the annual report and actually prohibits the naming of individual officers. It should be noted that this does not affect the ability of the Horizon City Police Department to review individual officer data if the need arises. A proper analysis is further hampered by the census treatment of Hispanics versus the racial profiling law's treatment of Hispanics.

The 2010 census properly separates race and ethnicity as two distinct categories. An individual can be of Hispanic ethnicity but belong to different races such as white or black. The racial profiling law does not differentiate between race and ethnicity and has Hispanics classified as if they are a distinct race. Officers are required

to make subjective determinations regarding someone's race and ethnicity.

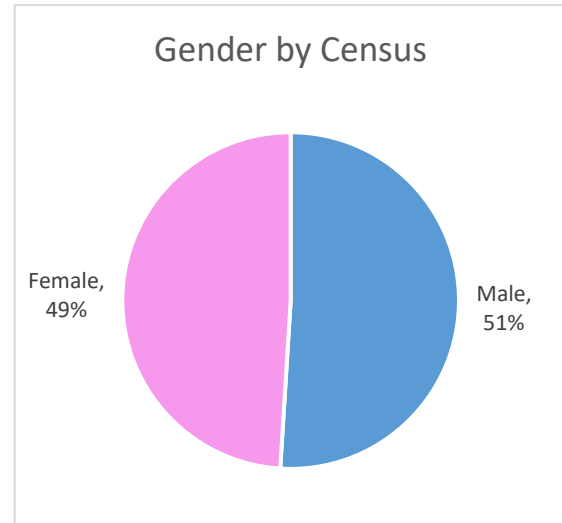
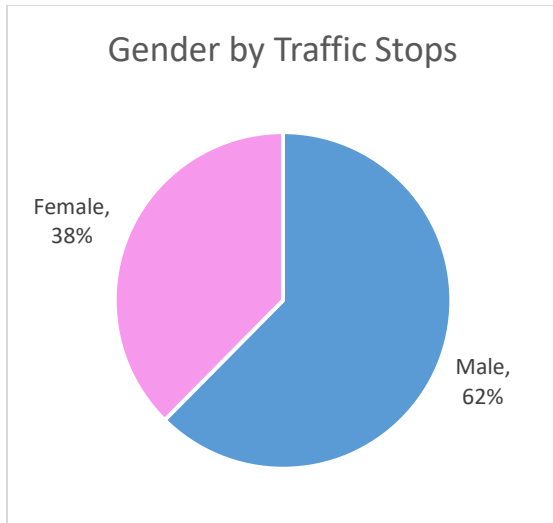
The State of Texas does not provide this information objectively within the driver's license and identification card system. Selecting an appropriate population base rate measure is also problematic. One of the most common choices used by law enforcement agencies is the data compiled by the United States Census Bureau. In addition to the race versus ethnicity problem stated above, as each year passes, the census data becomes less and less reliable due to population fluctuations. Choosing which census data to use presents challenges for analysis. We chose the most recent 2018 estimated population dataset.

We record the gender and race/ethnicity of the vehicle drivers, and that is the information reported herein. However, information regarding searches and stop dispositions relate to the entire vehicle and all its occupants. This has the potential for some data to be unintentionally misleading. For example, a black male driver may be stopped for a speeding infraction. If that vehicle had a white male passenger who was identified and discovered to have an arrest warrant, that stop would be cleared with a search incident to arrest and a warrant arrest. The black male driver may have been released with a verbal warning for the speeding infraction. The racial profiling record will, however, reflect an arrest and search for a black male even though the actual arrest and search was of a white male because searches and dispositions apply to the vehicle and not just the driver. This will result in some level of data confidence issues as long as the law maintains its current structure. Understanding the caveats listed above is crucial to fully understanding the data presented and its limitations.

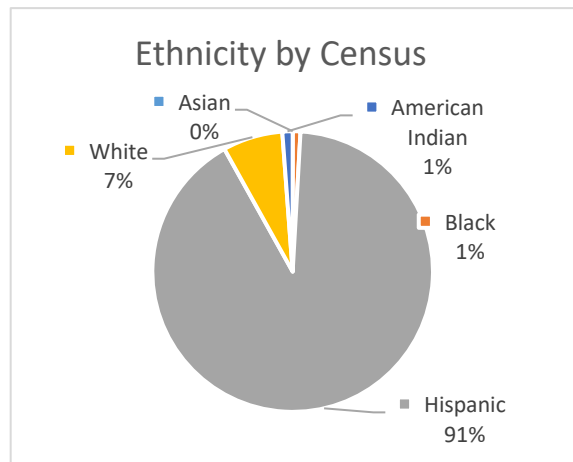
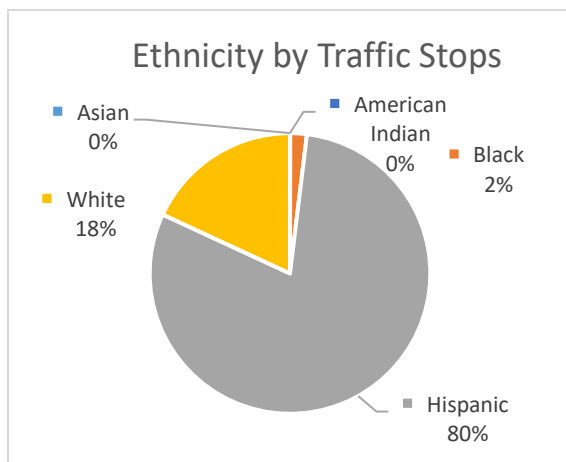
In 2020, our officers issued 3,431 traffic citations resulting from 4,935 traffic stops. According to the racial profiling law, there are 12 areas of data we must collect and examine. The following charts indicate a comparison between actual traffic stops and the most recent comparable census data.

2020 Racial Profiling Report & Analysis

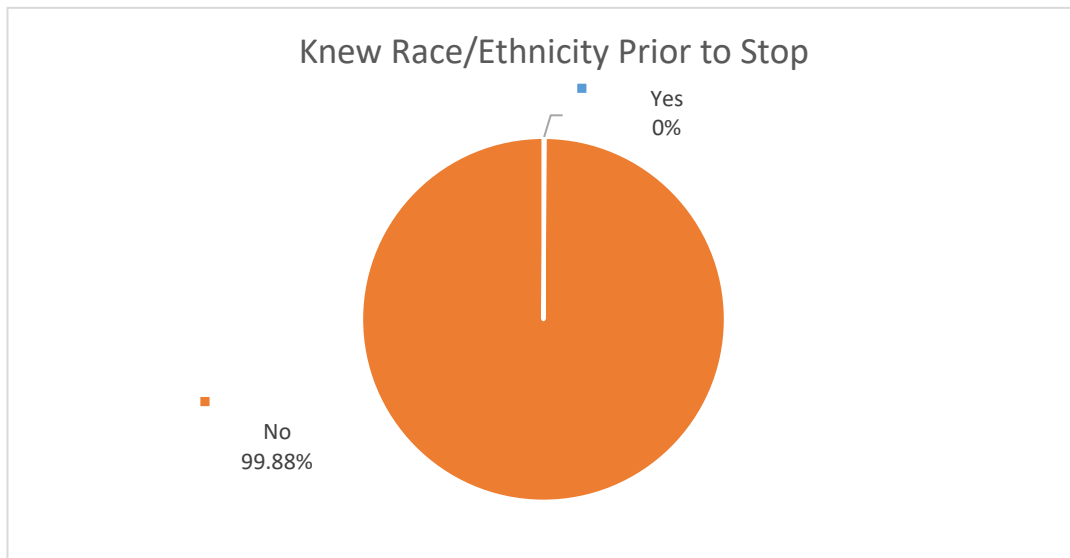
Question 1 - Gender



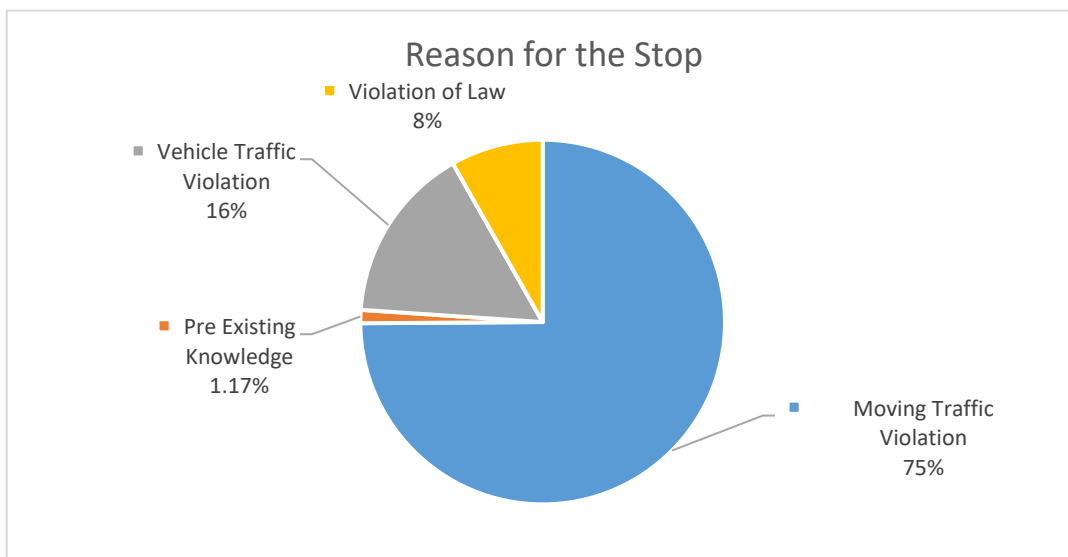
Question 2 – Race or Ethnicity



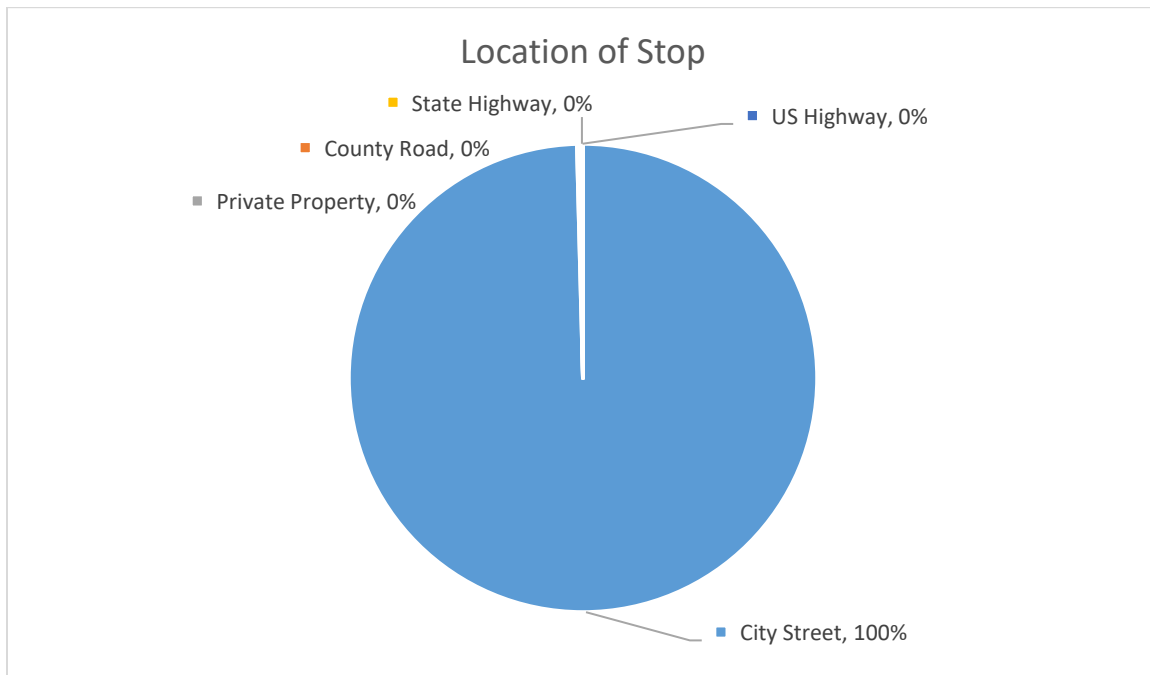
Question 3 – Was race or ethnicity known prior to stop?



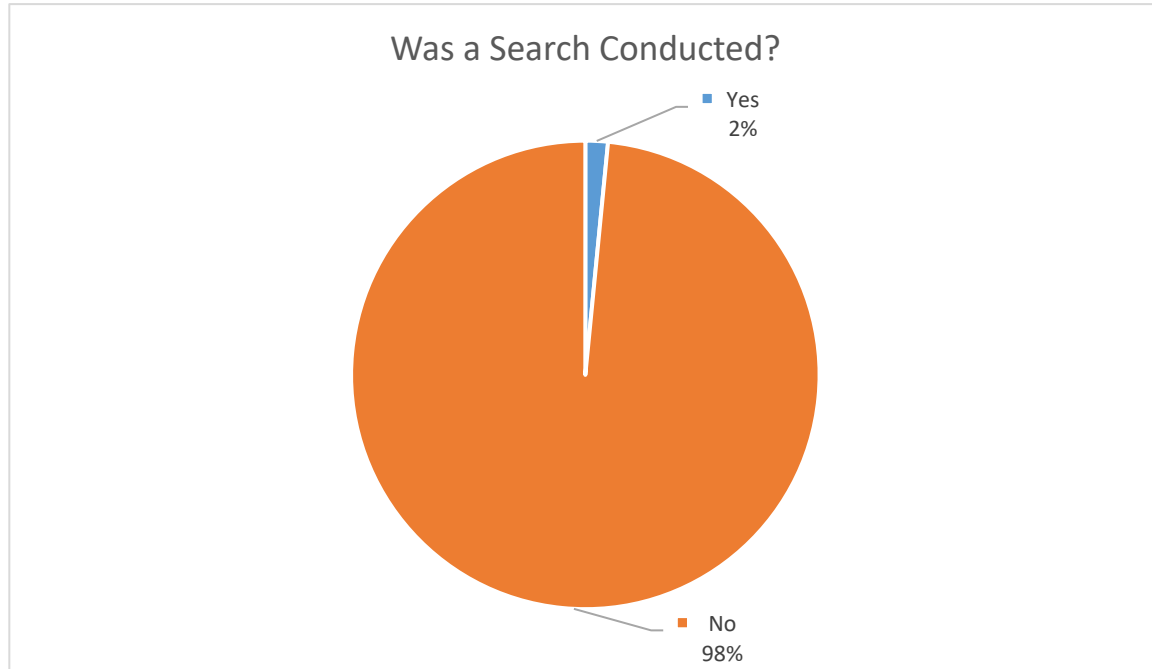
Question 4 – Reason for the stop?



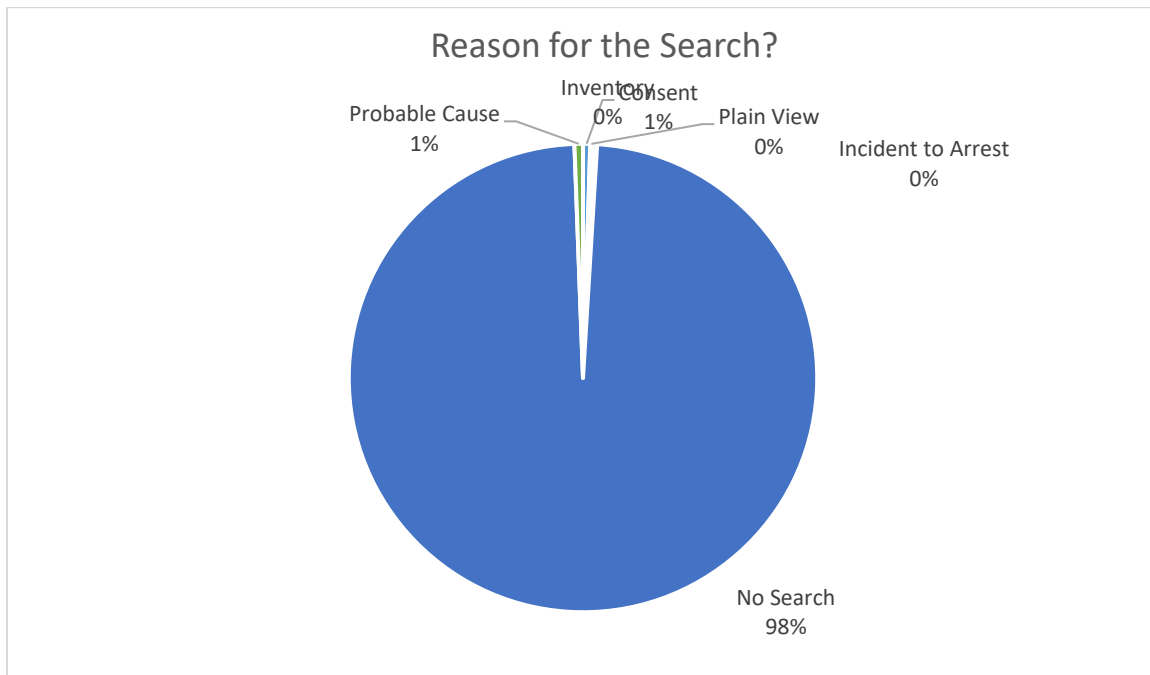
Question 5 - Street address or approximate location of the stop.



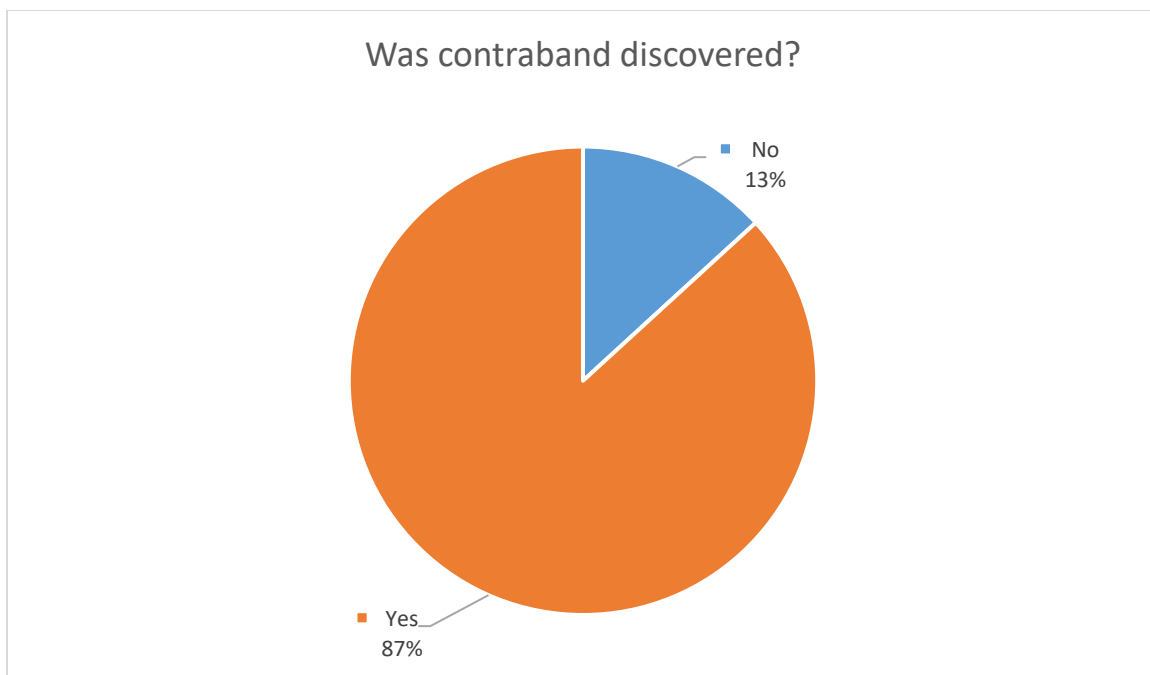
Question 6 – Was a search conducted?



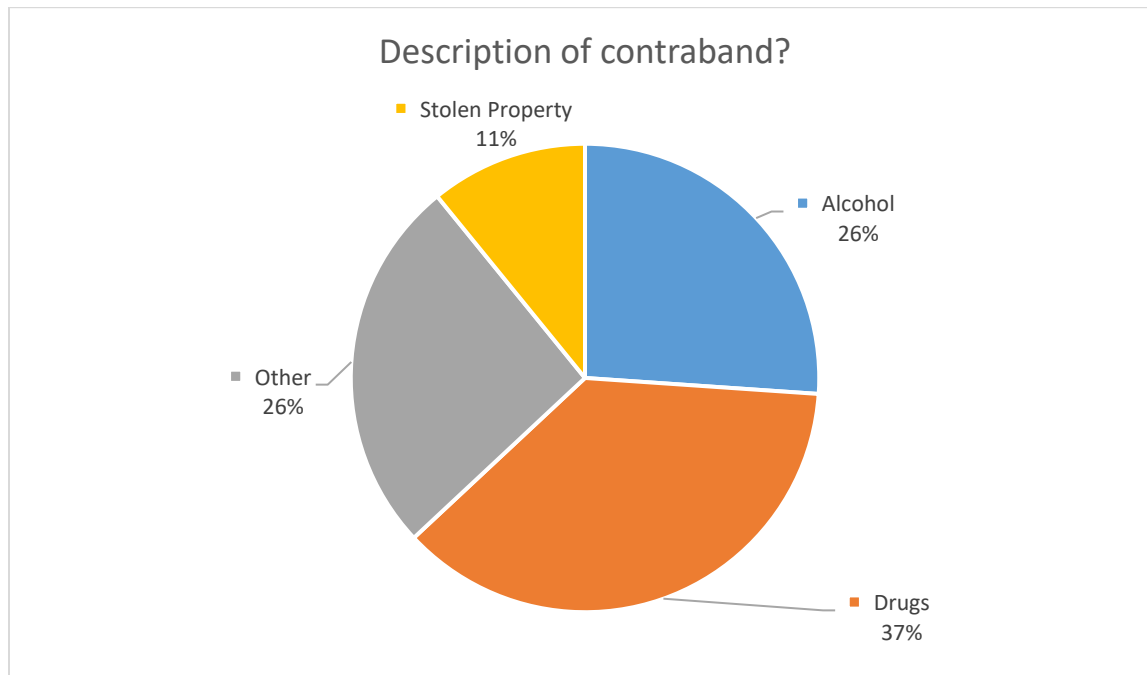
Question 7 – Reason for the Search?



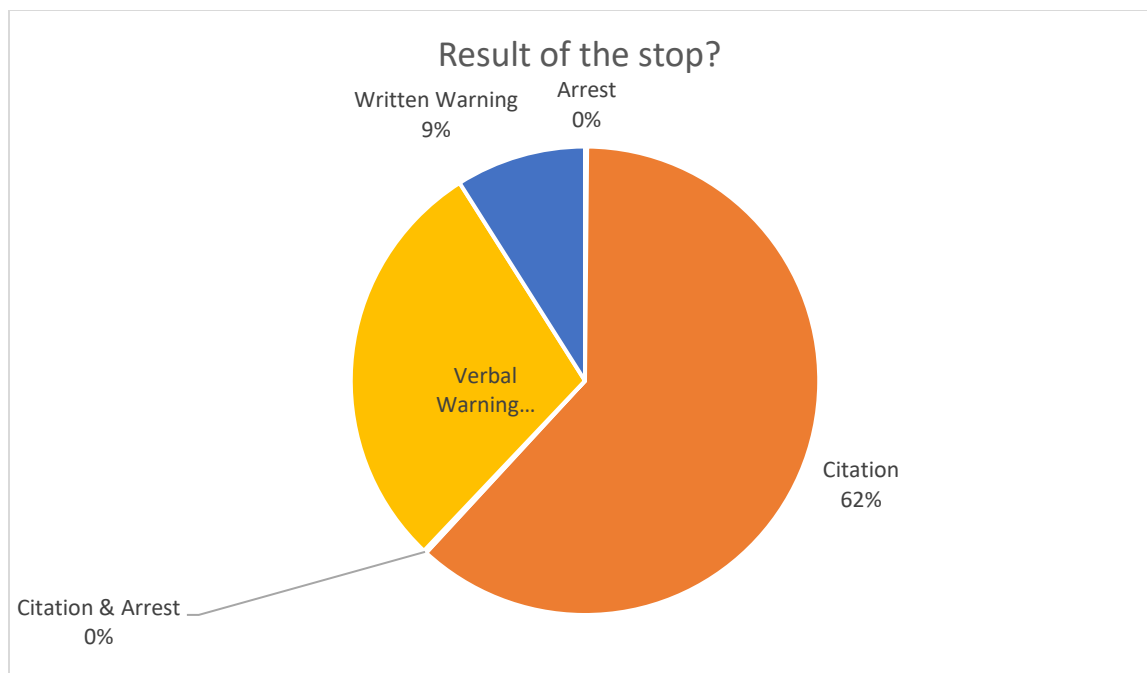
Question 8 – Was contraband discovered?



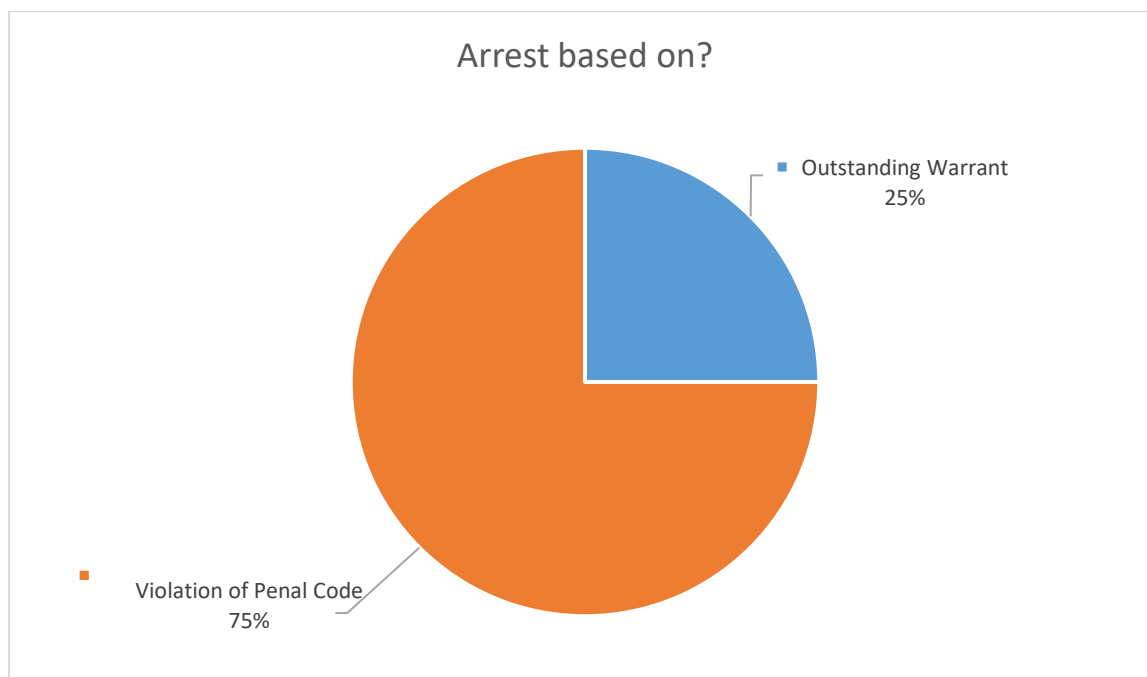
Question 9 – Description of contraband?



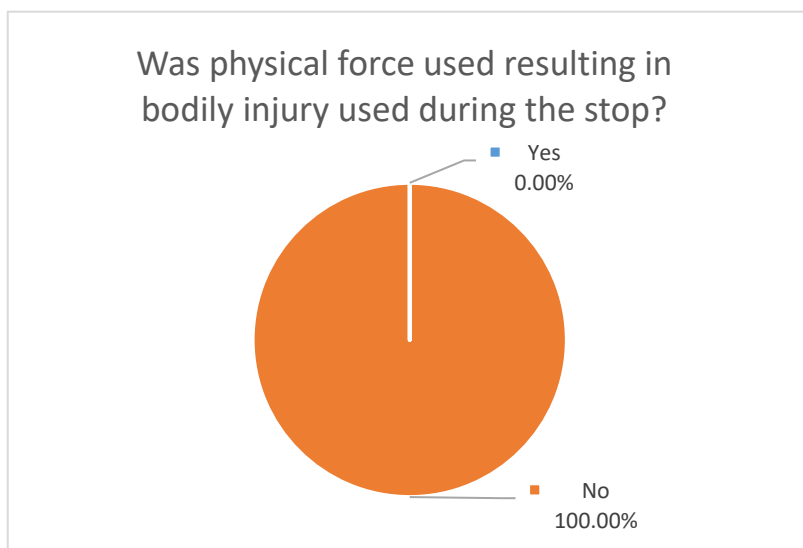
Question 10 – Result of the stop?



Question 11 – Arrest based on?



Question 12 – Was physical force used resulting in bodily injury used during stop?



Discussion and Summary

We have carefully reviewed the collected data and we conclude there is no detectable racial profiling occurring in the Horizon City Police Department. Not only does the statistical data support such an inference, the fact that there were no racial profiling complaints received provides additional confirmation.

Horizon City, TX PD

Jan 1, 2020 - Dec 31, 2020

Racial Profiling Report

PLEASE NOTE: The official form does not allow for Other and Unknown in the Race or Ethnicity boxes on the TCOLE website. Please contact TCOLE for instructions on how to resolve these issues. This report only includes traffic stops resulting in a citation, traffic stops resulting in a citation with an arrest, traffic stops resulting in a warning with an arrest, and field interviews that resulted in an arrest. This report does not include any stops from traffic collisions.

1. Gender		
FEMALE	BLACK	22
	HISPANIC/LATINO	1,016
	WHITE	245
		1,283
MALE	ASIAN/PACIFIC ISLANDER	1
	BLACK	43
	HISPANIC/LATINO	1,714
	WHITE	373
		2,131
Total		3,414

2. Race or Ethnicity	
ASIAN/PACIFIC ISLANDER	1
BLACK	65
HISPANIC/LATINO	2,730
WHITE	618
Total	3,414

3. Was Race or Ethnicity Known Prior to Stop?	
N	3,410
Y	4
Total	3,414

8. Was Contraband Discovered?		
N	HISPANIC/LATINO	7
		7
Y	BLACK	2
	HISPANIC/LATINO	39
	WHITE	5
		46
Total		53

9. Description of Contraband		
ALCOHOL	HISPANIC/LATINO	11
	WHITE	1
		12
DRUGS	HISPANIC/LATINO	16
	WHITE	1
		17
OTHER	HISPANIC/LATINO	12
		12
STOLEN PROPERTY	BLACK	2
	WHITE	3
		5
Total		46

10. Result of the Stop		
ARREST	HISPANIC/LATINO	5

Horizon City, TX PD

Jan 1, 2020 - Dec 31, 2020

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4. Reason for Stop?		
MOVING TRAFFIC VIOLATION	BLACK	53
	HISPANIC/LATINO	1,990
	WHITE	514
		2,557
PRE EXISTING KNOWLEDGE	BLACK	2
	HISPANIC/LATINO	33
	WHITE	5
		40
VEHICLE TRAFFIC VIOLATION	ASIAN/PACIFIC ISLANDER	1
	BLACK	6
	HISPANIC/LATINO	457
	WHITE	73
		537
VIOLATION OF LAW	BLACK	4
	HISPANIC/LATINO	250
	WHITE	26
		280
Total		3,414

5. Street Address or Approximate Location of the Stop	
CITY STREET	3,400
COUNTY ROAD	6
PRIVATE PROPERTY OR OTHER	5
STATE HIGHWAY	1

10. Result of the Stop		
		5
CITATION	BLACK	18
	HISPANIC/LATINO	1,695
	WHITE	394
		2,107
CITATION AND ARREST	HISPANIC/LATINO	6
	WHITE	1
		7
VERBAL WARNING	ASIAN/PACIFIC ISLANDER	1
	BLACK	35
	HISPANIC/LATINO	814
	WHITE	138
		988
WRITTEN WARNING	BLACK	12
	HISPANIC/LATINO	210
	WHITE	85
		307
Total		3,414

11. Arrest Based On		
OUTSTANDING WARRANT	HISPANIC/LATINO	3
	WHITE	0
		3
VIOLATION OF PENAL CODE	HISPANIC/LATINO	8
	WHITE	1

Report Created on: Jan 21, 2021 6:32 PM

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Horizon City, TX PD

Jan 1, 2020 - Dec 31, 2020

Racial Profiling Report

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5. Street Address or Approximate Location of the Stop		
US HIGHWAY		2
Total		3,414

6. Was a Search Conducted?		
N	ASIAN/PACIFIC ISLANDER	1
	BLACK	63
	HISPANIC/LATINO	2,684
	WHITE	613
		3,361
Y	BLACK	2
	HISPANIC/LATINO	46
	WHITE	5
		53
Total		3,414

7. Reason for Search?		
CONSENT	HISPANIC/LATINO	16
	WHITE	1
		17
CONTRABAND IN PLAIN VIEW	HISPANIC/LATINO	5
		5
INCIDENT TO ARREST	BLACK	2
	HISPANIC/LATINO	6

11. Arrest Based On	
	9
Total	12

12. Was Physical Force Resulting in Bodily Injury Used During Stop?		
N	ASIAN/PACIFIC ISLANDER	1
	BLACK	65
	HISPANIC/LATINO	2,730
	WHITE	618
		3,414
Total		3,414

13. Was Arrest Due to Contraband Found?		
N	HISPANIC/LATINO	9
	WHITE	1
		10
Total		10

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Horizon City, TX PD

Jan 1, 2020 - Dec 31, 2020

Racial Profiling Report

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7. Reason for Search?		
INCIDENT TO ARREST	WHITE	2
		10
INVENTORY	HISPANIC/LATINO	1
		1
NO SEARCH	ASIAN/PACIFIC ISLANDER	1
	BLACK	63
	HISPANIC/LATINO	2,684
	WHITE	613
		3,361
PROBABLE CAUSE	HISPANIC/LATINO	18
	WHITE	2
		20
Total		3,414

Racial Profiling Complaints

The following table contains data regarding officers who have been the subject of a racial profiling complaint during the time period of January 1, 2020, to December 31, 2020, based on allegations related to possible violations of the Texas Racial Profiling Law. The final disposition of the case is also included.



A check above indicates that the Horizon City Police Department has not received any complaints, as outlined in the law, on any members of its police force, for having violated the Texas Racial Profiling Law during the time period of January 1, 2020, to December 31, 2020.

Complaints Filed for Possible Violations of The Texas Racial Profiling Law.

Complaint No.	Alleged Violation			Disposition of the Case

Additional Comments:

SB 1074 Summary Checklist

The following requirements were met by the Horizon City Police Department in accordance with Senate Bill 1074:

- ☒ Clearly defined act or actions that constitute racial profiling
- ☒ Statement indicating prohibition of any peace officer employed by the Horizon City Police Department from engaging in racial profiling
- ☒ Implement a process by which an individual may file a complaint regarding racial profiling violations
- ☒ Provide public education related to the complaint process
- ☒ Implement disciplinary guidelines for officer found in violation of the Texas Racial Profiling Law
- ☒ Collect data that includes information on
 - a) Race and ethnicity of individual detained
 - b) Whether a search was conducted
 - c) If there was a search, whether it was a consent search or a probable cause search
 - d) Whether a custody arrest took place
- ☒ Indicate total number of officers who knew and did not know, the race/ethnicity of individuals before being detained.
- ☒ Produce an annual report on police contacts and present this to local governing body and TCOLE by March 1, 2021.
- ☒ Adopt a policy, if video/audio equipment is installed, on standards for reviewing video and audio documentation

Contact Information

For additional questions regarding the information presented in this report, please contact:

Horizon City Police Department
14999 Darrington Road
Horizon City, Texas 79928
(915) 852-1047
Chief of Police
Michael McConnell

Town of Horizon City Capital Improvement Program

Council Meeting
February 9, 2021

Oxbow & Pawling Street Improvements

- Have begun coordinating with HRMUD's water line projects on Breaux and Oxbow
- Project will likely follow HRMUD project for improvements on Horizon Blvd., Breaux and Oxbow
- Reviewing plans

Ryderwood Extension

Images from
June 5, 2020



Ryderwood Extension

Next steps

- Verify completion for acceptance
 - Coordinating with County for completion
 - Council accepted street and improvements November 10, 2020.
- Confirm costs
- Coordinate with school to address concerns expressed

Municipal Facilities – Phase 1

- Total square footage increased to accommodate permanent PW Department, Municipal Court requests, and entry requirements – will impact Phase 1 costs
- Staff continuing to work on final application for USDA which requires a department-specific environmental document

Municipal Facilities – Phase 1

To meet USDA Requirements, staff is working on the following:

- Council approval of the letter of intent outlining loan conditions – programmed for **Spring 2021**
- Bond ordinance – coordinating with bond counsel
- USDA review of final plans and specifications – coordinating with consultant and USDA

Municipal Facilities – Phase 1

- Staff reviewing specifications
- Coordinating with TXDOT and design team for drainage work required in connection with N. Darrington Reconstruction
- Schedule is to advertise early in 2021 and award a construction project in the spring 2021
- Schedule is contingent on USDA loan approval

Municipal Facilities – Phase 1



Rendering from Exigo Architecture – December 2020

Golden Eagle Park

Construction

- Construction contract awarded September 16, 2019
- Construction Start – Fall 2019
- Projected completion date – Fall 2020
- Contractor not on schedule and has been advised of contractual liquidated damages
- Updated completion is early 2021. Contractor is working on punchlist items.

Golden Eagle Park



Images from MCI, construction manager taken during December 22, 2020 Walk through



Golden Eagle Park



Images from MCI, construction manager. Work during week of January 4, 2021 to address punchlist items.



Golden Eagle Park



Images from MCI, construction manager. Work during week of January 4, 2021 to address punchlist items.



Horizon Mesa Park

- Notice to Proceed for Construction scheduled for January 20, 2020.
- Completion date – Fall 2020.
- Project delays due to delayed canopy structure and other factors.
- Met with contractor during the week of December 7, 2020 to develop close-out plan.
- Finalizing last change order.

Horizon Mesa Park



Horizon Mesa Park



Horizon Mesa Park

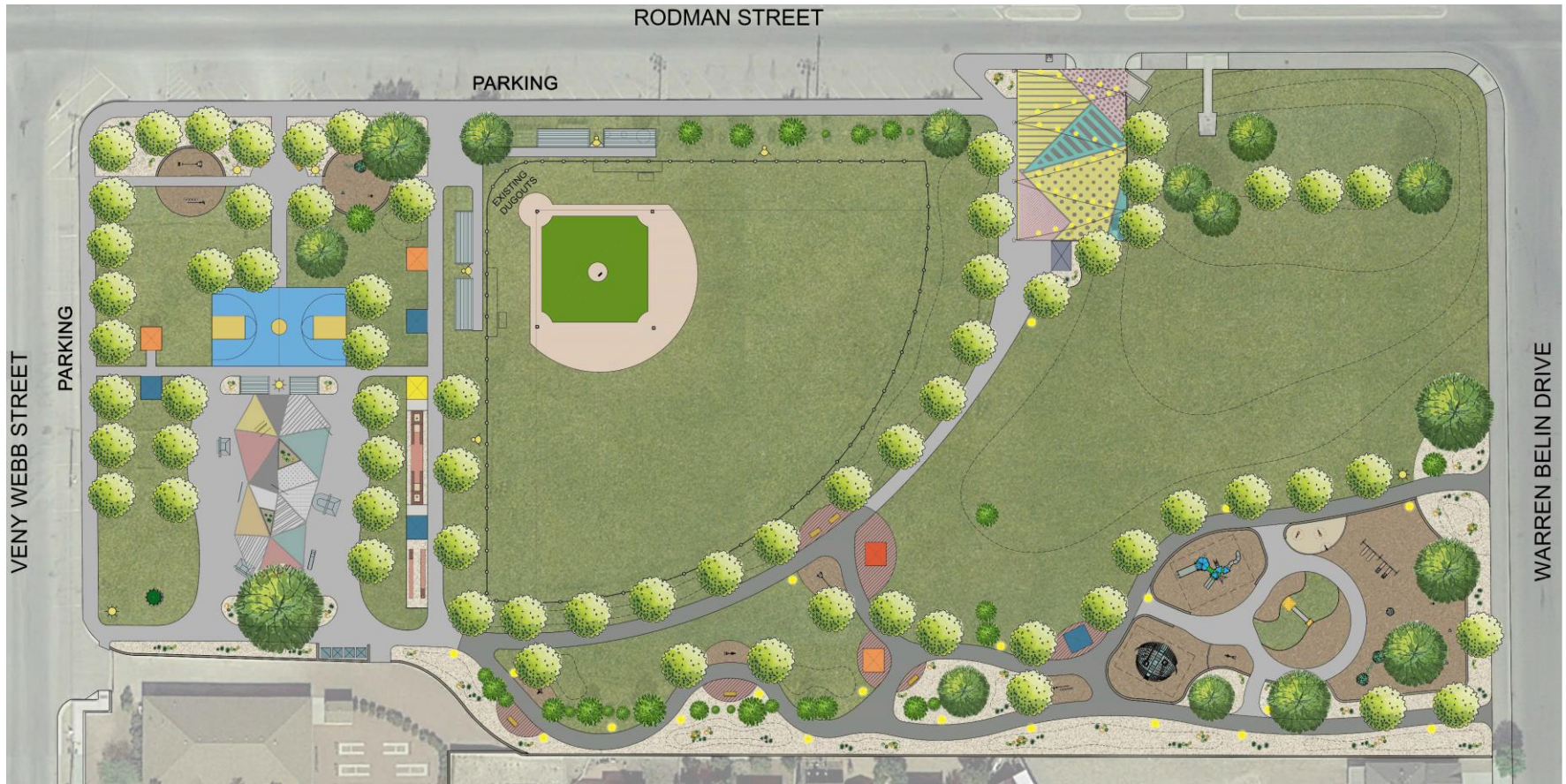


Desmond Corcoran (Corky) Park

Construction

- Construction start – January 11, 2021
- Completion winter 2021/2022

Desmond Corcoran (Corky) Park



Street Maintenance Fund

N. Darrington

- City staff had begun considering interim measures before the reconstruction project was approved
- Given wet winter, City staff re-evaluating an interim treatment for the riding surface
- Preliminary estimates total \$750,000 to \$1 million
- Re-evaluating treatment that will address pavement between now and 2022 when reconstruction project is scheduled for award and construction start

Other Streets

Reviewing available funding to develop a pipeline for maintenance of other eligible streets

- **Breaux** – to be packaged with Oxbow & Pawling
- **Duanesburg**
- **S. Kenazo**
- **Acra**

2020 Street Maintenance Program

- Finalizing specifications for requirements contract to address
 - **N. Darrington**
 - **Duanesburg from McMahon to S. Kenazo**
 - **Acra**
- Updated Schedule
 - Review and revise contractual language – Fall/Winter 2020
 - Award Spring 2021

Funding Updates

N. Darrington & Horizon Blvd. Intersection

- Public outreach for driveway consolidation on Horizon Blvd. from N. Darrington to approximately Nunda St.
- Letters to property owners sent out on February 4, 2021

N. Darrington Reconstruction

- Transportation Policy Board (TPB) approved the 2019 Mobility Plan at its December 13, 2019 meeting.
- Project is scheduled for construction award in **FY 2022**
- Town staff continues working with TXDOT and design team to develop project
- Drainage requires property acquisition in TOD area
- Town will request authorization to begin acquisition prior to EPA approval of environmental document to keep project on schedule.

N. Darrington Reconstruction

Funding shortfall at MPO

- Programming documents – adjusting budget to reduce by approximately \$34,000 to meet fiscal constraints – January 2021
- Cashflow shortage – will work with MPO and TXDOT to address cash allocation shortfall – timeframe to be determined during calendar year 2021

Transit

- The 2019 El Paso Mobility Plan also includes County Transit.
- Projects/routes not defined.
- Inclusion in plan identifies transit in the county, outside the El Paso city limits, as a priority for the region.

Transit

- Local Government Corporation with County and other partners
- County forwarded documents to Secretary of State - January 2021
 - Bylaws
 - Articles of Incorporation

TOD

Staff, in conjunction with EDC is reviewing grants for planning efforts from

Economic Development Administration (EDA) and
Department of Transportation (DOT)

Next steps will be to include project in region's 2050 Master Transportation Plan (MTP) – the long-term plan at the MPO to make the project eligible for DOT funding.

Funding Updates – 2050 MTP

2050 Metropolitan Transportation Plan (MTP)

Horizon City Staff submitted projects to MPO as presented to Council at the June 9, 2020 Meeting.

Next steps are to go through project evaluation and selection at the MPO.

Proposed MTP Projects

Project	City Design	TIRZ	City /County Funding
S. Darrington Rd. Repaving (Oxbow to Alberton)	X		
N.. Kenazo Ave. Reconstruction (Eastlake to Horizon)	X		
Alberton Ave/ Antwerp Rd. Construction	X		
Dilley & Delake (TOD Phase 1 Roadways)		X	
Transit Plaza with park & ride (TOD)		X	
Horizon City – Socorro Circulator Bus Route			X
Horizon City – UTEP Express Route			X

Safety Projects

- Town submitted several projects for safety funding consideration through TXDOT
- Preliminary review indicates 2 projects are being considered for next round of evaluation
 - **S. Darrington Safety Lighting** from Alberton to LTV Rd.
 - **N. Kenazo Safety Lighting** from Eastlake to Horizon Blvd.
- If selected, funding agreements and participation must be developed and funding identified

TIRZ Update

Horizon City's Proposed TIRZ



Current Activities

- Coordinating with TXDOT for drainage pond acquisition for N. Darrington Reconstruction
- Coordinating with potential partners:
 - HRMUD
 - County of El Paso

Town of Horizon City Capital Improvement Program

Council Meeting
February 9, 2021

ORDINANCE NO. 0260 AMENDMENT NO. 01

AN ORDINANCE AMENDING ORDINANCE NO. 0260 (AMENDMENT NO. 01) OF THE TOWN OF HORIZON CITY, ADOPTING THE MUNICIPAL BUDGET FOR THE 2020-2021 FISCAL YEAR, TO ALLOW FOR THE BUDGETING AND EXPENDITURE OF FUNDS FOR TAX INCREMENT REINVESTMENT ZONE SERVICES AND EXPENDITURES; AND PROVIDING FOR REPEALER AND SEVERABILITY CLAUSES.

WHEREAS, an Ordinance was enacted on the 8th day of September 2020, which adopted a budget for the fiscal year of October 1, 2020 to September 30, 2021 for the Town of Horizon City; and

WHEREAS, it is now necessary to amend said budget for municipal purposes to add the transfer of funds from Prior Year Surplus funds in the FY2020-2021 Budget to increase the available funds by \$88,000 for the City Engineer line item and \$10,500 for Contract Labor line item and \$16,000 for Legal line item in the Development Services Department Budget for the services relating to the Tax Increment Reinvestment Zone services and expenditures, 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 _____, 2021, 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

ATTEST:

Elvia Schuller, City Clerk

APPROVED AS TO FORM:

Bertha A. Ontiveros, Assistant City Attorney

First Reading: February 9, 2021

Second Reading: March 9, 2021

ATTACHMENT A
BUDGET FUND TRANSFER

DRAFT

**TOWN OF HORIZON CITY
2021 BUDGET AMENDMENT 01
GENERAL FUND
EXHIBIT A**

Line No.	Description	Amount
	<u>Tax Increment Reinvestment Zone (TIRZ)</u>	
1	Legal Fees	16,000.00
2	City Engineer	88,000.00
3	Consulting	10,500.00
4	Total Proposed	<u>114,500.00</u>
	<u>Revenue</u>	
5	01-400-4600 - Prior Year Fund Surplus	114,500.00
	<u>Expense</u>	
6	01-509-5160 - City Engineer - Contracted	88,000.00
7	01-509-5200 - City Attorney	16,000.00
8	01-509-5410 - Contract Labor	10,500.00



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: February 4, 2021

To: Honorable Mayor and Members of City Council

From: Teresa Quezada, CIP Manager

SUBJECT: On a Resolution authorizing the Mayor to sign the revised First Amendment to the Engineering Services Agreement for Professional Services (RFQ #2020-001 TOD-TC) (Environmental Assessment) with Huitt-Zollars that reflects a reduced amount of \$19,872.00.

T. Quezada
2/4/2021

On December 8, 2020, the City Council approved the first amendment to the Engineering Services Agreement for Professional Services with Huitt-Zollars to prepare the environmental analysis of the new municipal building site. The analysis is required by the US Department of Agriculture (USDA) for the financing of the building. The original amount of \$29,774.00 that was presented to the Council was reduced after the consultant met with a representative of the USDA and was provided with a more detailed explanation of the analysis requirements. The amount of the amendment is now \$19,872.00.

Staff recommends approval of the amendment with the revised amount.

RESOLUTION

WHEREAS, the City Council of the Town of Horizon City approved a First Amendment to the Engineering Services Agreement for Professional Services between the Town of Horizon City and Huitt-Zollars (RFQ #2020-001 TOD-TC) (Environmental Assessment) on December 8, 2020;

WHEREAS, as part of the First Amendment, City Council approved the expenditure of the amount of \$29,774.00 and subsequently Huitt-Zollars and City staff determined the amount should only have been \$19,872.00; and

WHEREAS, the City Council desires to correct the record to reflect that the amount approved by the First Amendment is the reduced amount of \$19,872.00.

NOW THEREFORE BE IT APPROVED BY THE CITY COUNCIL OF THE TOWN OF HORIZON CITY AS FOLLOWS:

1. The amount approved by the City Council in the First Amendment should be corrected to \$19,872.00.
2. The Mayor or his designee is authorized to sign any documents necessary to reflect the corrected amount.
3. All other terms and conditions of the First Amendment remain in full force and effect except as specifically corrected herein.

Town of Horizon City

By: _____
Mayor Ruben Mendoza

ATTEST:

By: _____
Elvia Schuller, TRMC
City Clerk

Approved as to Form:

By: _____
Sylvia Borunda Firth
Assistant City Attorney

THE STATE OF TEXAS)

COUNTY OF EL PASO)

**FIRST AMENDMENT TO
ENGINEERING SERVICES AGREEMENT FOR
PROFESSIONAL SERVICES
(RFQ #2020-001 TOD-TC)
(ENVIRONMENTAL ASSESSMENT)**

This First Amendment to the Engineering Services Agreement dated January _____, 2021 (“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;

WHEREAS, the Parties entered into the Agreement for on-call professional engineering services 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; and

WHEREAS, the Parties now desire to enter into a first amendment to the Agreement with respect to engineering services necessary to prepare an environmental assessment pursuant to the rules and regulations of the U.S. Department of Agriculture, as set forth in this First Amendment (“EA Project”).

AGREEMENT

NOW, THEREFORE, for the consideration set forth in the Agreement and this First Amendment, City and the Engineer agree to revise the Amendment by adding the following provisions to the Agreement.

- A. All provisions not amended herein remain in full force and effect and Engineer shall continue the insurance provided pursuant to this Agreement.

- B. All provisions generally applicable to the obligations of the Engineer with respect to the work and processes established in the First Amendment to the Agreement shall be applicable to the work, services and processes for the services under this First Amendment for the EA Project, as set forth in Exhibit A, Additional Services – Environmental Assessment, attached hereto and incorporated herein. This includes but is not limited to requirements for invoicing, assigning costs not enumerated, term and suspension, termination, insurance, indemnification, opinion of probable costs, copyright and auditing records.

ARTICLE I. ATTACHMENTS

1.1.1 The attachments listed herein and attached to this First Amendment are incorporated herein by reference for all purposes, as follows:

Attachment “F-1” Environmental Phase Scope of Services and Project Budget
(Additional Services – Environmental Assessment)

Attachment “F-2” Environmental Phase Payment and Deliverable Schedules
(Additional Services – Environmental Assessment)

ARTICLE II. PROJECT COVERED UNDER THIS AMENDMENT

2.1.1 The City hereby agrees to retain the Engineer and the Engineer agrees to perform professional services for the EA Project as professional Engineer for the EA Project covered by this First Amendment (Environmental Assessment) and shall consist of the Engineer’s completion of the Scope of Services as further described in **Attachment “F-1”**. Such Scope of Services shall be completed in accordance with the identified phases described in **Attachment “F-2”**.

ARTICLE III. ENGINEER FEES AND PROJECTS BUDGET

3.1.1 PAYMENT TO ENGINEER. The City shall pay to the Engineer for the EA Project services under this First Amendment described herein an amount not to exceed Nineteen Thousand Eight Hundred Seventy Two and no/100 Dollars (**\$19,872.00**) for all basic services and reimbursable expenses performed pursuant to the services added by this First Amendment to the Agreement. The Engineer’s fee proposal for the performance of all services under this Amendment and reimbursable expenses is attached hereto as **Attachment “F-2”**. Payments to the Engineer shall be made pursuant to the schedule enumerated within **Attachment “F-2”**.

3.2.1.1 The additional services are added by this First Amendment to the Agreement to add environmental phase services to be provided by the Engineer for this Project, which are identified as the scope of services, attached hereto as **Attachment “F-1”**

and incorporated into this Agreement for all purposes.

3.3.1.1 ENGINEER'S INVOICES. The Engineer shall bill the City separately for the services under this First Amendment to the Agreement, identified as the additional services, through written invoices pursuant to the schedule established in **Attachment "F-2"**.

ARTICLE IV. PERIOD OF SERVICE AND TERMINATION

4.1.1 PERIOD OF SERVICE. The services called for under the First Amendment for the EA Project shall begin upon the issuance of a Notice to Proceed from the CIP Manager. The Engineer shall complete the requested services in accordance with the timelines and schedules outlined in **Attachment "F-2"**.

ARTICLE VI. GENERAL PROVISIONS

6.1.1 CONTRACT TIME. Engineer understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is consistent with professional skill and care, and to use its best efforts to complete all phases of the services under this First Amendment within the time schedules indicated within **Attachment "F-2"**, as applicable to the services to be provided pursuant to this revision. 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 with reasonable diligence and expediency consistent with sound professional practices and consistent with the schedule provided in **Attachment "F-2"**.

6.3.1 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's and its sub-consultant's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project and in accordance with the time periods established in **Attachment "F-2"** and which shall be adjusted, if necessary, as this First Amendment revised project proceeds. This schedule shall include allowances for periods of time required for the City's review, for the performance of the City's Engineers, if applicable, and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Engineer or City. Services provided by the Engineer under this Amendment shall be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the

profession currently practicing under similar circumstances.

6.13.1 ENTIRE AGREEMENT. This First Amendment, including attachments, 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 EA Project defined under this First Amendment (Additional Services – Environmental Services). This First Amendment 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: December ____, 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: Isabel Vasquez

Printed name: Isabel Vasquez

Title: Vice President

Dated: February __1__, 2021

(Acknowledgements on the following page)

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of January 2021, 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 1 day of February 2021, by Isabel Vasquez, as Vice President of **Huitt-Zollars, Inc.**

Mercedes Kieffe
Notary Public, State of Texas

My commission expires:

April 2, 2024

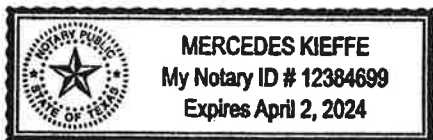


EXHIBIT “F-1”

ENVIRONMENTAL ASSESSMENT SCOPE OF SERVICES

PROJECT SCOPE

TITLE: Transit Oriented Town Center –Estimating and Preliminary Planning Services Phase One

LOCATION: Vacant property located roughly in the northeast corner of the intersection of N. Darrington Rd. and Horizon Blvd. See attached location map.

PROJECT BUDGET: No project budget has been established.

GENERAL DESCRIPTION:

The Town of Horizon City seeks Statements of Qualifications from interested firms for the project described below. The successful firm will contract directly with Horizon City and will work cooperatively with the City and other project team members to successfully provide full scope of professional services required to complete the project requirements.

All prospective consultants must submit their Statement of Qualifications by or before the submittal deadline. Instructions for the Statement of Qualifications are included with this Request for Qualifications.

This Request for Qualifications (RFQ) provides information on the Project, the Minimum Scope of Professional Services required, and information to aid in preparing responses to this RFQ.

All inquiries regarding this Project and RFQ must be submitted in writing electronically to the following e-mail: mpadilla@horizoncity.org by 12 noon, MDT, May 27, 2020. The City will evaluate inquiries, determine whether an Addendum is required and issue an appropriate response. All questions and responses and additional information will be included and issued in an Addendum.

Statements of Qualifications must be submitted by 3 PM, MDT, June 3, 2020.

SCOPE OF SERVICES

The Consultant shall provide opinions of probable cost (OPCC) to include all costs associated with the project development such as, but not limited to environmental assessment, design, construction, contingency, inspection, materials testing, construction administration and construction management. The resulting estimates will be used by the Town, its financial

advisors and other consultants to evaluate the feasibility of a Tax Increment Reinvestment Zone (TIRZ) implementation for calendar year 2020, to program transportation-related improvements in the El Paso Metropolitan Office (EPMPO) Master Transportation Plan (MTP) and to approach various funding agencies at the state and federal levels.

The Consultant will work collaboratively with Town staff, its consultants and other stakeholders to

- Create the Preliminary Project and Financing Plan as required by state statute for the proposed TIRZ. As indicated in Section 311.011 of Texas Tax Code, at a minimum the Preliminary Project and Financing Plan shall include:
 1. a description and map showing existing uses and conditions of real property in the zone and proposed uses of that property;
 2. proposed changes of zoning ordinances, the master plan of the municipality, building codes, other municipal ordinances, and subdivision rules and regulations, if any, of the county, if applicable;
 3. a list of estimated nonproject costs; and
 4. a statement of a method of relocating persons to be displaced, if any, as a result of implementing the plan.
- Develop benefit/cost analyses as required by funding agencies;
- Prepare grant and/or loan applications to various agencies.

Horizon City anticipates has been planning for the following facilities within the selected area:

- City Hall – Administrative Offices
- Municipal Court
- Transit Plaza with surface parking and pedestrian amenities – Phase 1A
- Transit Plaza and parking garage – Phase 1B
- Open space
- Stormwater Harvesting
- Drainage Facilities – Underwater Storm System, Ponding areas as necessary
- Street Construction – to include pedestrian amenities for mixed use land use
- Water and Wastewater infrastructure to meet projected demands

The Consultant will also provide additional services as indicated below:

- Develop project renderings of or other project graphics such as conceptual layouts;
- Develop Typical Sections;
- Assist with presentations to City Council, County Commissioners Court, Horizon Regional Municipal Utility District (HRMUD), other stakeholders and the public;
- Assist in preparing grant and funding requests/applications to funding agencies.

The Consultant will use existing Town of Horizon plans such Shaping our Horizon: 2030: A Comprehensive and Strategic Plan adopted by City Council on February 11, 2020, planning and programming document to guide the design facilities, schematic plans for temporary Council Chambers and Municipal Court facilities and the Town’s subdivision design standards and other infrastructure design guidelines. The Planning and Programming document will be available through the City’s website at www.horizoncity.org.

The final scope of work may incorporate elements the selected Consultant identifies in its review of the work and as part of contract negotiations.

Additional services may also include development of a Public Improvement District (PID) which will require

- a 5-year service plan;
- assistance with determination of the assessments;
- estimates regarding the costs of the improvements to be funded by the PID
- a feasibility report;
- PID boundaries;
- method of assessment;
- and the apportionment of costs between the city and PID.

1.0 PRODUCTS REQUIRED:

- 1.1 Opinions of Public Cost for each facility identified in the program of work.
- 1.2 Benefit/Cost analyses as requested by Town for specific facilities or combination of facilities as required by potential funding agencies.
- 1.3 Renderings as requested by Town.
- 1.4 Typical cross-sections as requested by Town.

2.0 GENERAL REQUIREMENTS AND CRITERIA

- 2.1 Estimates must incorporate all applicable City Codes and Ordinances.
- 2.2 Facilities must comply with all local, state, and federal laws and regulations, including, but not limited to the Americans with Disabilities Act and estimates must incorporate these requirements.
- 2.3 Work will be coordinated with the City of Horizon Public Works and Planning Departments, City Engineer, Horizon Economic Development Corporation (EDC), Horizon Regional-Municipal Utility District (HR MUD), and all affected stake holders.

3.0 PROJECT SCHEDULE

Estimates must be completed by August 31, 2020. Horizon City will work with Consultant to negotiate time frame for additional services as part of contract negotiations.

EXHIBIT “F-2”

**ENVIRONMENTAL ASSESSMENT BUDGET
AND DELIVERABLE SCHEDULES**

Memorandum

To: Michelle Padilla, AICP, CNU-A
Planning Director
Town of Horizon City

From: Isabel Vasquez, PE
Huitt-Zollars, Inc.

Subject: Municipal Facilities Phase I-Environmental Report –Revised Fee Proposal

Date: Revised January 25, 2021

Huitt-Zollars is submitting revised fee proposal for the Town's consideration for the preparation of the Environmental Report for the Municipal Facilities-Phase I.

The scope of services will follow Exhibit C-Categorical Exclusions document 1970-B.

Deliverables

Deliverables consist of the draft and final environmental report.

Schedule

Upon the Town's authorization to proceed, Huitt-Zollars will perform the tasks as outlined in the Scope of Services.

Draft Report	6 weeks from NTP
Final Report	2 weeks from receiving comments on draft report

Compensation

Huitt-Zollars fee of **\$19,872** is proposed to prepare the Environmental Report.

Thank you for the opportunity to provide this proposal. Please feel free to call if you have any questions.

EXHIBIT C - FEE SCHEDULE (LUMP SUM)

1/25/2021

**Environmental Reports-Municipal Facilities-Phase 1
Engineering Services**

		Principal (Greg wine)		Project Mgr (Floyd Johnson)		QA/QC (Isabel Vasquez)		Civil Engineer (Roxanna Medina)		Graduate Engineer (Nancy Lopez)		CADD (Francisco Monarrez)		Survey Tech (John Zavala)		Project Support (Mercy Kieffe)			
TASK		Hours	\$250.00	Hours	\$185.00	Hours	\$225.00	Hours	\$162.00	Hours	\$95.00	Hours	\$121.00		\$85.00	Hours	\$82.00	Hours	Totals
Project Description and Location																		15	\$1814.00
Land Use and Socioeconomics				2		0		1		8		0				0.5		12	\$1333.00
Historic Resources				2		0		1		8		0				0.5		12	\$1333.00
Archeoligical Resources (Threatened/Endangered/Biological)				2		0		1		8		2				0.5		14	\$1575.00
Wetlands (NWP, Rgional, Individual, ConAct				2		0		1		8		0				0.5		12	\$1333.00
Floodplain Impact				2		0		1		12		2				0.5		18	\$1955.00
Goastal Area				2		0		1		4		0				0.5		8	\$953.00
Farmland Impacts				2		0		1		4		0				0.5		8	\$953.00
Environmental Risk Management				2		0		1		12		2				0.5		18	\$1955.00
Other Resources				2		0		1		12		0				0.5		16	\$1713.00
Intergovernmental Review Consultation Letter				2		0		0		2		0				1		5	\$642.00
Letter to Tribes				2		0		0		2		0				1		5	\$642.00
Custom Soil Resource Report				2		0		0		4		2				0.5		9	\$1033.00
QA/QC				0		4		0		0		0				0		4	\$900.00
Pre-Final Review Meeting				2		0		0		4		0				0		6	\$750.00
Final Submittal				2		0		0		4		0				0		6	\$750.00
Subtotal		1	\$ 250.00	30	\$ 5,550.00	4	\$ 900.00	10	\$ 1,620.00	96	\$ 9,120.00	10	\$ 1,210.00	0	\$ -	12	\$ 984.00	163	\$19634.00
Total		1	\$ 250.00	30	\$5,550.00	4	\$900.00	10	\$1,620.00	96	\$9,120.00	10	\$1,210.00	0	\$0.00	12	\$984.00	163	\$19,634.00
TOTAL SALARY COST				\$19,634.00															
TOTAL LABOR				\$19634.00															
SUB-TOTAL				\$19,634.00															
DIRECT COSTS				\$238.00															
SUBCONSULTANTS				\$ -															
List names				Amounts to match proposals (include proposals)															
TOTAL SUBS																			
3% (max) on Subs																			

Total Lump Sum	\$19,872
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**TOWN OF HORIZON CITY
MEMORANDUM**

Date: February 9, 2021

To: Honorable Mayor and Members of City Council

From: Michelle Padilla, Planning Director

SUBJECT: On a Resolution authorizing the Mayor to sign an Engineering Services Agreement for Professional Services for on-call geotechnical and materials testing services between the Town of Horizon City and each of the following two consultants:

1. CQC Testing & Engineering, LLC, and
2. Wood Environmental Infrastructure Solutions, Inc.

In accordance with the City's approved Architect and Engineer (A/E) Selection Policy, staff is recommending that the City enter into agreements for on-call geotechnical and materials testing services with two firms: CQC Testing and Engineering, LLC. and Wood Environmental Infrastructure Solutions, Inc. Both firms were selected based on their qualifications to perform such services as they have been deemed qualified by the City of El Paso's selection process for these professional services. Both agreements are set to expire on February 14, 2023 and provide for an additional one year extension.

These services have been previously utilized for roadway, drainage, and parks projects through the Capital Improvement Program (CIP) projects and other non-CIP work. It is important that the City retain access to such services.

Staff is recommending that the Mayor be authorized to execute each agreement with an expiration date of February 13, 2023.

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF HORIZON CITY:

That the Mayor be authorized to sign an Engineering Services Agreement for Professional Services for on-call services between the Town of Horizon City and each of the following two consultants to perform geotechnical and material testing services:

1. CQC Testing & Engineering, LLC, and
2. Wood Environment Infrastructure Solutions, Inc.

ADOPTED this _____ day of February, 2021.

TOWN OF HORIZON CITY:

ATTEST:

Elvia Schuller
City Clerk

Ruben Mendoza
Mayor

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Theresa Cullen-Garney
Assistant City Attorney

Michelle Padilla, AICP, CNU-A
Planning Director

ARTICLE II. PROJECTS COVERED UNDER THIS AGREEMENT

2.1 The City hereby agrees to retain the Consultant and the Consultant agrees to perform engineering services as a Professional Engineer for any assigned projects covered by this Agreement on a project-by-project basis by issuance of a task order. The Consultant's services shall include services as set forth in the Scope of Services attached hereto 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 Consultant 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, 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 Consultant shall submit a detailed proposal for the scope and cost of services delineating the staff-hours required by the Consultant 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 Consultant shall serve as the City's professional representative in any 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 Consultant as to the Project for which Consultant will provide the services for the City.

2.6 The City hereby designates the Public Works Director as the Mayor's designee (or such person as may be designated by the Mayor from time to time) as the City's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The designated representative 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. The designated representative will render written decisions within a ten (10) working daytime period.

ARTICLE III. CONSULTANT FEES AND PROJECTS BUDGET

3.1 PAYMENT TO CONSULTANT. The City shall pay for the Consultant's Services based on the pre-established hourly rates as set forth in **Attachment "A"**. The City shall pay to the Consultant for all of the on-call services under this Agreement a total aggregate contract

amount not to exceed One Hundred Thousand and no/100 Dollars (\$100,000.00) (“Total Contract Cost”). 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 specific Project (“Total Project Cost”).

3.1.1 In the event that the Consultant 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 Consultant shall provide written notice to the designated representative of the need for such services. The Mayor or his designee may authorize the Consultant’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.

3.2 CONSULTANT’S SERVICES FOR PROJECT. The Consultant shall provide services for any Project as set forth in a specific Task Order. The City agrees to pay, and the Consultant 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 CONSULTANT’S INVOICES. The Consultant 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 assigned Project(s), total budget(s) for each Project, the total amount(s) authorized for the Consultant, the current invoiced amount(s) and the amount(s) billed to date for each Project. In addition to the Summary, each invoice shall provide a Progress Report for each Project. 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 or the applicable Task Order, 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 Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant shall not exceed the Total Contract Cost, except by written amendment to this Agreement, 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 Consultant and not passed on to the City or otherwise paid by the City, unless a written amendment to this Agreement or the applicable Task Order is executed by both parties allowing for additional costs.

ARTICLE IV. PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The term of this contract shall begin on Feb. 14, 2021 and shall continue for a period of two (2) years, with the City's option to extend the contract for an additional one year period under the same terms and conditions of this Agreement.

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, or completion of the construction of the Project, as may be directed 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 Consultant shall surrender all Project 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 Consultant and the 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 day** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement or the executed Task Order, as applicable. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the City's notice of termination. The City shall compensate the Consultant in accordance with this Agreement or the applicable Task Order; however, the City may withhold any payment to the Consultant that is held to be in dispute for the purpose of set-off until such time as the exact amount due the Consultant from the City is determined. Nothing contained herein, or elsewhere in this Agreement or 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 Consultant and the City that either party may terminate this Agreement or a 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 Consultant 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 Consultant for the

purpose of setoff until such time as the exact amount due the Consultant 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 a Task Order. The provisions set forth in Section 5.2 shall survive the termination of this Agreement or a Task Order and continue to be applicable to the Agreement or Task Order, unless otherwise specifically agreed to by the Parties.

ARTICLE V. INSURANCE AND INDEMNIFICATION

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

5.1.1 WORKERS' COMPENSATION INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, during the life of this Agreement, Workers' Compensation Insurance as required by applicable Texas law for all of the Consultant's employees to be engaged in work under this Agreement. The Consultant 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."

5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the Consultant's employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and coverage shall be as follows:

- a) **COMMERCIAL GENERAL LIABILITY**
Personal Injury or Death/Property
Damage
\$1,000,000.00 per occurrence

General Aggregate
\$2,000,000.00

b) AUTOMOBILE LIABILITY
Combined Single Limit
\$1,000,000.00 per accident

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the City to cover the errors and omissions of the Consultant, 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.

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

5.1.5 PROOF OF INSURANCE. Upon request from the City, the Consultant shall furnish the Purchasing Agent 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 "D"**. 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 this Agreement shall continue to be applicable to this Agreement and any Task Order.

The Consultant agrees to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, directors and employees (collectively, the "City") against all claims, damages, liabilities or costs, including reasonable attorneys' fees and defense costs in proportion to Consultant's liability, to the extent caused by the Consultant's negligent acts, intentional torts or errors and omissions in the performance of professional services under this Agreement and any applicable Task Order and that of its subcontractors over which Consultant exercises control or anyone for whom the Consultant may legally be held liable for.

The City agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and sub-consultants (collectively, Consultant) 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

applicable 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 Consultant 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 CONSULTANT'S QUALITY OF WORK. Services provided by the Consultant under this Agreement and any Task Order shall be performed with the professional skill and care ordinarily provided by competent engineers practicing in El Paso County, Texas and under the same or similar circumstances and professional license, and such work shall be performed as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

6.2 AUDITING RECORDS FOR ANY CITY PROJECT. The Consultant's records subject to audit shall include but not be limited to records which, in the City's discretion, have a bearing on matters of interest to the City in connection with the Consultant's work on any Project for the City and shall be open to inspection and subject to audit and/or reproduction by City's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant's compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursable expenses, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs as they may apply to costs associated with this Agreement or any Task Order. In those situations where Consultant's records have been generated from computerized data, Consultant agrees to provide City's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The City or its designee shall be entitled, at its expense, to audit all of the Consultant's records related to any Project and shall be allowed to interview any of the Consultant's employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying (at the City's sole expense) of selected documents from time to time at reasonable times, places and charges to the City if Consultant is making copies for the City under this section at the request of the City.

6.3 INDEPENDENT CONTRACTOR. In the performance of work or services hereunder, the Consultant shall be deemed an independent contractor, and any of its employees performing work required hereunder shall be deemed solely employees of the Consultant, or its sub-contractors where permitted.

6.4 SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the City and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

6.5 VENUE. For the purpose of determining the place of agreement and the law governing the same, this Agreement is entered into in the Town of Horizon City and in the County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

6.6 GOVERNING LAW. The Consultant shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.

6.7 CAPTIONS. The captions of this Agreement are for information purposes only and shall in no way affect the substantive terms or conditions of this Agreement.

6.8 SEVERABILITY. Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

6.9 NOTICES. Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

To the City: The Town of Horizon City
 Attn: Mayor
 14999 Darrington Rd.
 Horizon City, Texas 79836

With a Copy to: The Town of Horizon City
 Attn: Purchasing Agent
 14999 Darrington Rd.
 Horizon City, Texas 79836

To the Consultant: Wood Environment & Infrastructure Solutions, Inc.
 Attn: Jaime R. Barnes
 125 Montoya Road
 El Paso, Texas 79932__

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

6.10 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.

6.11 ENTIRE AGREEMENT. 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. 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: February ____, 2021

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Theresa Cullen-Garney
Assistant City Attorney

Michelle Padilla, AICP, CNU-A
Planning Director

CONSULTANT:

By: _____

Printed name: _____

Title: _____

Dated: February ____, 2021

(Acknowledgements on the following page)

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of February 2021, 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 February 2021, by _____, as _____ of _____.

Notary Public, State of Texas

My commission expires:

ATTACHMENT “A”

SCOPE OF SERVICES

This Agreement is a two year on-call contract with an option to extend 1 additional year on a Task Order basis for On-Call Geotechnical and Material Testing Services and such other services associated with Geotechnical and Material Testing Services. Specific requirements as to location, conditions, procedures and associated services pertaining to a Project shall be negotiated and set out in individual Task Orders for each request. The Town of Horizon shall provide authorizations to the Consultant for providing the services for each Task Order. Each authorization shall be in writing and shall include a Basic Fee, Scope of Services, and Schedule of Deliverables to be provided by the Consultant. The Consultant shall submit a detailed proposal for the scope and cost of services delineating the man-hours required by the Consultant or its sub-consultants. The Consultant shall receive written work authorization from the Town of Horizon before proceeding with the specific project. Assigned and accepted Task Orders to Consultant shall be incorporated into and become a part of this Agreement.

The selected firm(s) will work in coordination with the Town on Horizon City to assess site conditions and project quality through technical observations and testing. Reports and information shall be provided, in a timely fashion, to facilitate decision-making.

SERVICES INCLUDE:

Consultant shall provide On-Call Geotechnical and Material Testing Services and all associated services required for Consultant to provide such Services, pursuant to this Agreement, as further defined in individual Task Orders. Services may include, but are not limited to, the following:

- 1) Technical and Professional Engineering Consultation for the geotechnical investigations and related laboratory testing services, including labor, equipment and materials for the projects.
- 2) Professional engineering services in the field of geotechnical and materials testing
- 3) Materials engineering and testing, and construction quality assurance /quality control (QA/QC) services. All field and laboratory procedures shall be performed under the direct supervision of a registered professional engineer in accordance with the latest ASTM E 329 Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection as used in construction.
- 4) Provide notification to the Town of Horizon City when Contractors request overtime for testing. Overtime for testing services will be paid for by the Contractor. The Town of Horizon will not pay overtime unless requested and is approved in writing by the Town.

- 5) Field sampling of soil and rock
- 6) Evaluation of site materials
- 7) Slope stability analysis and design drawings related to road or drainage facility design
- 8) Pavement section design
- 9) On-Site Inspections, as may be outlined in the latest International Building Code and Town of Horizon or as requested for street and/or drainage projects
- 10) Manufacturing Facility Inspections
- 11) Other technical observations/inspections relating to workmanship and/or material quality.
- 12) Test results shall be provided within 24 business hours of test finalization for non-conforming results.
- 13) Coordination with Town of Horizon, other design disciplines or parties.
- 14) Submittal of reports associated with listed services.
- 15) Meetings with field personnel to discuss project quality and/or testing results.
- 16) Maintenance of a log of non-conforming test results, per project, and retest date, if completed, provided to the Town of Horizon City on a monthly basis, or as requested. The Contractor will pay for failed tests. The Town of Horizon City shall be provided with date, time and number, amount of failed tests.
- 17) Geotechnical services may require a draft report for review by the Town of Horizon and the design consultant prior to preparing and completing final report.

The Consultant shall be able to demonstrate that he/she is experienced with the following:

1. FOUNDATION:
 - (a) Shallow foundations (Continuous and spread)
 - (b) Deep foundations (Driven piles, drilled shafts and auger-cast piles)
 - (c) Mats and post-tensioned slabs.
 - (d) Bearing Capacity (Ultimate and Allowable) Analysis.
 - (e) Settlement Analysis
 - (f) Load testing of foundations
 - (g) Construction inspection of all types of foundation.
 - (h) Failure Analysis and Remediation Design for Distressed Foundation and Retaining Walls.
2. ROADWAY SOIL SURVEYS & PAVEMENT DESIGN:
 - (a) Streets and Parking Lots.
 - (b) Flexible and Rigid Pavement Designs.
 - (c) Subgrade, Subbase and Base Course Stabilization Analysis.
 - (d) Construction Materials Specifications.
 - (e) Pavement Failure Analysis and Remediation Design.
 - (f) Utility trench backfill and Compaction Design and Field Verification

3. SLOPE STABILITY & EARTHEN RETENTION SYSTEMS:

- (a) Earth Pressure Coefficients
- (b) Slope Stability Analysis
- (c) Shoring & Trench Safety System Designs
- (d) Retaining Walls-gravity, sheet pile, bulkhead, cantilever, etc.

All work will include engineering or scientific interpretation, field and laboratory services, and reports as required by the Town of Horizon and/or industry standards. All tests will be conducted under the guidance and direction of a registered professional engineer or professional, licensed to work in the State of Texas, as required by law.

Consultant shall provide all labor, equipment, and transportation necessary to complete all services agreed to hereunder in a timely manner throughout the term of the Contract. Additionally, services may require Consultant to provide staff for regular, overtime, night, weekend, and holiday services, as requested by the Town of Horizon. Persons retained by Consultant to perform Work pursuant to this Agreement shall be employees or Sub-Consultants of Consultant.

Consultant shall not commence Work on any authorized and issued Task Order, pursuant to this Agreement, until being briefed on the scope of a project and being notified by the Town of Horizon in writing to proceed. Should the scope of Work of an issued Task Order subsequently change, either Consultant or Town of Horizon may request a review of the anticipated services, with an appropriate adjustment in compensation if warranted.

When a Task Order has reached 75% of its total value, Consultant will evaluate remaining work and advise the Town of any potential funding needs to complete the scope of services

TECHNICAL SERVICE GROUP:

The geotechnical Consultant shall be staffed with a Technical Service Group that consists of certified field and laboratory technicians. All field and laboratory work shall be performed by certified technicians with at least five (5) years of materials testing and inspection experience. Members of the Technical Service Group shall maintain the following qualification and certifications:

- 1. Current National Institute for Certification in Engineering Technologies- Construction Materials Testing, Level I-IV.
- 2. Current National Institute for Certification in Engineering Technologies- Geotechnical Engineering, Levels I-III.

3. Current American Concrete Institute-Grades I and II Concrete Technician.
4. Current Nuclear Gauge Operator and Safety Training Certification.

The Consultant shall be able to demonstrate that he/she is equipped, certified, and able to perform the following materials tests:

A. SOILS:

- a. Nuclear Density
- b. Sand Cone Density
- c. Gradation
- d. Hydrometer Analysis
- e. Atterberg Limits
- f. Specific Gravity
- g. Soil Stabilization Design
- h. Moisture-Density Relation
- i. Unconfined Strength
- j. Permeability (Falling Head, and Constant Head)
- k. California Bearing Ratio (CBR)

B. CONCRETE:

- a. Mix Designs
- b. Flatness/Levelness
- c. Slump & Air Content
- d. Unit Weight/Yield
- e. Compressive Strength
- f. Flexural Strength
- g. Coring, and Testing of Cores

C. MASONRY:

- a. Compressive Strength of Masonry Units
- b. Compressive Strength of Constructed Prisms
- c. Mortar Mix Design
- d. Strength of Mortar
- e. Absorption
- f. Grout Mix Design

D. ASPHALT:

- a. Pavement Section Design
- b. Bitumen Extraction
- c. Stability & Flow
- d. Mix Designs
- e. Aggregate Gradation
- f. Specific Gravity

- g. Unit Weight
- h. Coring

E. AGGREGATES:

- a. Moisture Content
- b. Gradation
- c. Specific Gravity
- d. Soundness
- e. Los Angeles Abrasion
- f. Absorption
- g. Clay Lumps/Friable Particles
- h. Flat/Elongated Pieces
- i. Fractured Faces.

SERVICES INCLUDE:

[X] Investigation

[X] Planning

PRODUCTS REQUIRED:

[X] Reports

PROJECT SCHEDULE:

Project Schedule to be developed for each Task Order as needed. Project Schedule will be in Consecutive Calendar Days. Once recommended contracts are authorized by Town Council or designee, task order assignments will be issued.

**THE STATE OF TEXAS)
)
COUNTY OF EL PASO) **ENGINEERING SERVICES AGREEMENT
FOR PROFESSIONAL SERVICES
(GEOTECHNICAL AND MATERIALS TESTING)****

THIS AGREEMENT is made and effective on the last date written on the signature page, by and between the **TOWN OF HORIZON CITY**, a charter law city in the State of Texas, hereinafter referred to as the “**City**”, and **CQC TESTING AND ENGINEERING, LLC**, a Texas corporation, hereinafter referred to as the “**Consultant**”.

RECITALS

WHEREAS, the City adopted an “Architect and Engineer (A/E) Selection Process” which allows the “Architect and Engineer Selection Committee” (the Committee) to recommend that City Council select an architectural or engineering consultant; and

WHEREAS, at the recommendation of the Committee, the City and the Consultant desire to enter into an Engineering Services Agreement (“Agreement”) for professional engineering services for on-call geotechnical and materials testing services on behalf of the City, the scope of which is further described in **Attachment “A”**, on an assigned project task basis, and this contract is appropriate as the Consultant is qualified and was selected through the City’s selection procedure, in accordance with all applicable state and local laws and ordinances.

AGREEMENT

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

**ARTICLE I.
ATTACHMENTS**

1.1 The below attachments are hereby attached to this Agreement for the services and are incorporated herein by reference for all purposes, as follows:

Attachment "A"	Scope of Services
Attachment "B"	Consultant’s Fees and Hourly Rate Schedule
Attachment “C”	Consultant’s Basic and Additional Services
Attachment “D”	Insurance Certificate

ARTICLE II. PROJECTS COVERED UNDER THIS AGREEMENT

2.1 The City hereby agrees to retain the Consultant and the Consultant agrees to perform engineering services as a Professional Engineer for any assigned projects covered by this Agreement on a project-by-project basis by issuance of a task order. The Consultant's services shall include services as set forth in the Scope of Services attached hereto 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 Consultant 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, 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 Consultant shall submit a detailed proposal for the scope and cost of services delineating the staff-hours required by the Consultant 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 Consultant shall serve as the City's professional representative in any 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 Consultant as to the Project for which Consultant will provide the services for the City.

2.6 The City hereby designates the Public Works Director as the Mayor's designee (or such person as may be designated by the Mayor from time to time) as the City's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The designated representative 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. The designated representative will render written decisions within a ten (10) working daytime period.

ARTICLE III. CONSULTANT FEES AND PROJECTS BUDGET

3.1 PAYMENT TO CONSULTANT. The City shall pay for the Consultant's Services based on the pre-established hourly rates as set forth in **Attachment "A"**. The City shall pay to the Consultant for all of the on-call services under this Agreement a total aggregate contract

amount not to exceed One Hundred Thousand and no/100 Dollars (\$100,000.00) (“Total Contract Cost”). 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 specific Project (“Total Project Cost”).

3.1.1 In the event that the Consultant 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 Consultant shall provide written notice to the designated representative of the need for such services. The Mayor or his designee may authorize the Consultant’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.

3.2 CONSULTANT’S SERVICES FOR PROJECT. The Consultant shall provide services for any Project as set forth in a specific Task Order. The City agrees to pay, and the Consultant 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 CONSULTANT’S INVOICES. The Consultant 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.

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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, or completion of the construction of the Project, as may be directed 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 Consultant shall surrender all Project 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 Consultant and the 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 day** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement or the executed Task Order, as applicable. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the City's notice of termination. The City shall compensate the Consultant in accordance with this Agreement or the applicable Task Order; however, the City may withhold any payment to the Consultant that is held to be in dispute for the purpose of set-off until such time as the exact amount due the Consultant from the City is determined. Nothing contained herein, or elsewhere in this Agreement or 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 Consultant and the City that either party may terminate this Agreement or a 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 Consultant 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 Consultant for the

purpose of setoff until such time as the exact amount due the Consultant 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 a Task Order. The provisions set forth in Section 5.2 shall survive the termination of this Agreement or a Task Order and continue to be applicable to the Agreement or Task Order, unless otherwise specifically agreed to by the Parties.

ARTICLE V. INSURANCE AND INDEMNIFICATION

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

5.1.1 WORKERS' COMPENSATION INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, during the life of this Agreement, Workers' Compensation Insurance as required by applicable Texas law for all of the Consultant's employees to be engaged in work under this Agreement. The Consultant 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."

5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the Consultant's employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and coverage shall be as follows:

- a) **COMMERCIAL GENERAL LIABILITY**
Personal Injury or Death/Property
Damage
\$1,000,000.00 per occurrence

General Aggregate
\$2,000,000.00

b) AUTOMOBILE LIABILITY
Combined Single Limit
\$1,000,000.00 per accident

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the City to cover the errors and omissions of the Consultant, 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.

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

5.1.5 PROOF OF INSURANCE. Upon request from the City, the Consultant shall furnish the Purchasing Agent 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 "D"**. 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 this Agreement shall continue to be applicable to this Agreement and any Task Order.

The Consultant agrees to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, directors and employees (collectively, the "City") against all claims, damages, liabilities or costs, including reasonable attorneys' fees and defense costs in proportion to Consultant's liability, to the extent caused by the Consultant's negligent acts, intentional torts or errors and omissions in the performance of professional services under this Agreement and any applicable Task Order and that of its subcontractors over which Consultant exercises control or anyone for whom the Consultant may legally be held liable for.

The City agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and sub-consultants (collectively, Consultant) 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

applicable 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 Consultant 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 CONSULTANT'S QUALITY OF WORK. Services provided by the Consultant under this Agreement and any Task Order shall be performed with the professional skill and care ordinarily provided by competent engineers practicing in El Paso County, Texas and under the same or similar circumstances and professional license, and such work shall be performed as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

6.2 AUDITING RECORDS FOR ANY CITY PROJECT. The Consultant's records subject to audit shall include but not be limited to records which, in the City's discretion, have a bearing on matters of interest to the City in connection with the Consultant's work on any Project for the City and shall be open to inspection and subject to audit and/or reproduction by City's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant's compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursable expenses, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs as they may apply to costs associated with this Agreement or any Task Order. In those situations where Consultant's records have been generated from computerized data, Consultant agrees to provide City's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The City or its designee shall be entitled, at its expense, to audit all of the Consultant's records related to any Project and shall be allowed to interview any of the Consultant's employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying (at the City's sole expense) of selected documents from time to time at reasonable times, places and charges to the City if Consultant is making copies for the City under this section at the request of the City.

6.3 INDEPENDENT CONTRACTOR. In the performance of work or services hereunder, the Consultant shall be deemed an independent contractor, and any of its employees performing work required hereunder shall be deemed solely employees of the Consultant, or its sub-contractors where permitted.

6.4 SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the City and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

6.5 VENUE. For the purpose of determining the place of agreement and the law governing the same, this Agreement is entered into in the Town of Horizon City and in the County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

6.6 GOVERNING LAW. The Consultant shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.

6.7 CAPTIONS. The captions of this Agreement are for information purposes only and shall in no way affect the substantive terms or conditions of this Agreement.

6.8 SEVERABILITY. Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

6.9 NOTICES. Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

To the City: The Town of Horizon City
Attn: Mayor
14999 Darrington Rd.
Horizon City, Texas 79836

With a Copy to: The Town of Horizon City
Attn: Purchasing Agent
14999 Darrington Rd.
Horizon City, Texas 79836

To the Consultant: CQC Testing & Engineering, L.L.C.
Attn: Jaime Rojas, President
4606 Titanic Avenue
El Paso, Texas 79904

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

6.10 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.

6.11 ENTIRE AGREEMENT. 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. 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: February ____, 2021

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Theresa Cullen-Garney
Assistant City Attorney

Michelle Padilla, AICP, CNU-A
Planning Director

CONSULTANT:

By: _____

Printed name: _____

Title: _____

Dated: February ____, 2021

(Acknowledgements on the following page)

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of February 2021, 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 February 2021, by _____, as _____ of CQC Testing & Engineering, L.L.C..

Notary Public, State of Texas

My commission expires:

ATTACHMENT “A”

SCOPE OF SERVICES

This Agreement is a two year on-call contract with an option to extend 1 additional year on a Task Order basis for On-Call Geotechnical and Material Testing Services and such other services associated with Geotechnical and Material Testing Services. Specific requirements as to location, conditions, procedures and associated services pertaining to a Project shall be negotiated and set out in individual Task Orders for each request. The Town of Horizon shall provide authorizations to the Consultant for providing the services for each Task Order. Each authorization shall be in writing and shall include a Basic Fee, Scope of Services, and Schedule of Deliverables to be provided by the Consultant. The Consultant shall submit a detailed proposal for the scope and cost of services delineating the man-hours required by the Consultant or its sub-consultants. The Consultant shall receive written work authorization from the Town of Horizon before proceeding with the specific project. Assigned and accepted Task Orders to Consultant shall be incorporated into and become a part of this Agreement.

The selected firm(s) will work in coordination with the Town on Horizon City to assess site conditions and project quality through technical observations and testing. Reports and information shall be provided, in a timely fashion, to facilitate decision-making.

SERVICES INCLUDE:

Consultant shall provide On-Call Geotechnical and Material Testing Services and all associated services required for Consultant to provide such Services, pursuant to this Agreement, as further defined in individual Task Orders. Services may include, but are not limited to, the following:

- 1) Technical and Professional Engineering Consultation for the geotechnical investigations and related laboratory testing services, including labor, equipment and materials for the projects.
- 2) Professional engineering services in the field of geotechnical and materials testing
- 3) Materials engineering and testing, and construction quality assurance /quality control (QA/QC) services. All field and laboratory procedures shall be performed under the direct supervision of a registered professional engineer in accordance with the latest ASTM E 329 Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection as used in construction.
- 4) Provide notification to the Town of Horizon City when Contractors request overtime for testing. Overtime for testing services will be paid for by the Contractor. The Town of Horizon will not pay overtime unless requested and is approved in writing by the Town.

- 5) Field sampling of soil and rock
- 6) Evaluation of site materials
- 7) Slope stability analysis and design drawings related to road or drainage facility design
- 8) Pavement section design
- 9) On-Site Inspections, as may be outlined in the latest International Building Code and Town of Horizon or as requested for street and/or drainage projects
- 10) Manufacturing Facility Inspections
- 11) Other technical observations/inspections relating to workmanship and/or material quality.
- 12) Test results shall be provided within 24 business hours of test finalization for non-conforming results.
- 13) Coordination with Town of Horizon, other design disciplines or parties.
- 14) Submittal of reports associated with listed services.
- 15) Meetings with field personnel to discuss project quality and/or testing results.
- 16) Maintenance of a log of non-conforming test results, per project, and retest date, if completed, provided to the Town of Horizon City on a monthly basis, or as requested. The Contractor will pay for failed tests. The Town of Horizon City shall be provided with date, time and number, amount of failed tests.
- 17) Geotechnical services may require a draft report for review by the Town of Horizon and the design consultant prior to preparing and completing final report.

The Consultant shall be able to demonstrate that he/she is experienced with the following:

1. FOUNDATION:
 - (a) Shallow foundations (Continuous and spread)
 - (b) Deep foundations (Driven piles, drilled shafts and auger-cast piles)
 - (c) Mats and post-tensioned slabs.
 - (d) Bearing Capacity (Ultimate and Allowable) Analysis.
 - (e) Settlement Analysis
 - (f) Load testing of foundations
 - (g) Construction inspection of all types of foundation.
 - (h) Failure Analysis and Remediation Design for Distressed Foundation and Retaining Walls.
2. ROADWAY SOIL SURVEYS & PAVEMENT DESIGN:
 - (a) Streets and Parking Lots.
 - (b) Flexible and Rigid Pavement Designs.
 - (c) Subgrade, Subbase and Base Course Stabilization Analysis.
 - (d) Construction Materials Specifications.
 - (e) Pavement Failure Analysis and Remediation Design.
 - (f) Utility trench backfill and Compaction Design and Field Verification

3. SLOPE STABILITY & EARTHEN RETENTION SYSTEMS:

- (a) Earth Pressure Coefficients
- (b) Slope Stability Analysis
- (c) Shoring & Trench Safety System Designs
- (d) Retaining Walls-gravity, sheet pile, bulkhead, cantilever, etc.

All work will include engineering or scientific interpretation, field and laboratory services, and reports as required by the Town of Horizon and/or industry standards. All tests will be conducted under the guidance and direction of a registered professional engineer or professional, licensed to work in the State of Texas, as required by law.

Consultant shall provide all labor, equipment, and transportation necessary to complete all services agreed to hereunder in a timely manner throughout the term of the Contract. Additionally, services may require Consultant to provide staff for regular, overtime, night, weekend, and holiday services, as requested by the Town of Horizon. Persons retained by Consultant to perform Work pursuant to this Agreement shall be employees or Sub-Consultants of Consultant.

Consultant shall not commence Work on any authorized and issued Task Order, pursuant to this Agreement, until being briefed on the scope of a project and being notified by the Town of Horizon in writing to proceed. Should the scope of Work of an issued Task Order subsequently change, either Consultant or Town of Horizon may request a review of the anticipated services, with an appropriate adjustment in compensation if warranted.

When a Task Order has reached 75% of its total value, Consultant will evaluate remaining work and advise the Town of any potential funding needs to complete the scope of services

TECHNICAL SERVICE GROUP:

The geotechnical Consultant shall be staffed with a Technical Service Group that consists of certified field and laboratory technicians. All field and laboratory work shall be performed by certified technicians with at least five (5) years of materials testing and inspection experience. Members of the Technical Service Group shall maintain the following qualification and certifications:

1. Current National Institute for Certification in Engineering Technologies- Construction Materials Testing, Level I-IV.
2. Current National Institute for Certification in Engineering Technologies- Geotechnical Engineering, Levels I-III.

3. Current American Concrete Institute-Grades I and II Concrete Technician.
4. Current Nuclear Gauge Operator and Safety Training Certification.

The Consultant shall be able to demonstrate that he/she is equipped, certified, and able to perform the following materials tests:

A. SOILS:

- a. Nuclear Density
- b. Sand Cone Density
- c. Gradation
- d. Hydrometer Analysis
- e. Atterberg Limits
- f. Specific Gravity
- g. Soil Stabilization Design
- h. Moisture-Density Relation
- i. Unconfined Strength
- j. Permeability (Falling Head, and Constant Head)
- k. California Bearing Ratio (CBR)

B. CONCRETE:

- a. Mix Designs
- b. Flatness/Levelness
- c. Slump & Air Content
- d. Unit Weight/Yield
- e. Compressive Strength
- f. Flexural Strength
- g. Coring, and Testing of Cores

C. MASONRY:

- a. Compressive Strength of Masonry Units
- b. Compressive Strength of Constructed Prisms
- c. Mortar Mix Design
- d. Strength of Mortar
- e. Absorption
- f. Grout Mix Design

D. ASPHALT:

- a. Pavement Section Design
- b. Bitumen Extraction
- c. Stability & Flow
- d. Mix Designs
- e. Aggregate Gradation
- f. Specific Gravity

- g. Unit Weight
- h. Coring

E. AGGREGATES:

- a. Moisture Content
- b. Gradation
- c. Specific Gravity
- d. Soundness
- e. Los Angeles Abrasion
- f. Absorption
- g. Clay Lumps/Friable Particles
- h. Flat/Elongated Pieces
- i. Fractured Faces.

SERVICES INCLUDE:

[X] Investigation

[X] Planning

PRODUCTS REQUIRED:

[X] Reports

PROJECT SCHEDULE:

Project Schedule to be developed for each Task Order as needed. Project Schedule will be in Consecutive Calendar Days. Once recommended contracts are authorized by Town Council or designee, task order assignments will be issued.

ATTACHMENTS B & C

Horizon City, Texas - 2021 ON CALL CONTRACT
Unit Fee Schedule
Firm Name Wood Environment & Infrastructure Solutions

Item #	Soils - Field and laboratory testing	Unit	Unit Cost (\$/ea)	Description
1	Sampling (soils)	Each	\$100.00	Includes up to 2 samples to be picked up within the City limits. Size limited to no more than 500 pounds. Hourly rate may apply if multiple samples need to be collected at the same time at City's discretion.
2	Density of Soils by Nuclear Methods - 1 test	Each	\$115.00	Cost is fully loaded and includes travel within City limits, technician time, vehicle, equipment, report, clerical and review time
3	Density of Soils by Nuclear Methods - 2 - 4 tests (same trip as item 2)	Each	\$38.00	Cost is for additional cost for technical time, equipment, report and review time to be completed during the trip for item 2
4	Density of Soils by Nuclear Methods - greater than 5 tests (same trip as item 2)	Each	\$35.00	Cost is for additional cost for technical time, equipment, report and review time to be completed during the trip for item 2
5	Density of Soils by Sand Cone Method - 1 test	Each	\$120.00	Cost is fully loaded and includes travel within City limits, technician time, vehicle, equipment, report, clerical and review time
6	Density of Soils by Sand Cone Method - greater than 2 tests (same trip as item 5)	Each	\$50.00	Cost is for additional cost for technical time, equipment, report and review time to be completed during the trip for item 5
7	Moisture-Density (proctor)	Each	\$140.00	Cost is fully loaded and includes sampling and travel time within City limits, technician time, vehicle, equipment, report, clerical and review time
8	Rock correction for proctor	Each	\$40.00	Requires sieve analysis to document need for rock correction.
9	Particle Size	Each	\$72.00	Cost per test. Sampling time separate.
10	Atterberg Limits Testing	Each	\$72.00	Cost per test. Sampling time separate.
11	Moisture content	Each	\$15.00	Cost per test. Sampling time separate.
12	Specific gravity	Each	\$85.00	Cost per test. Sampling time separate.
13	LA Abrasion	Each	\$260.00	Cost per test. Sampling time separate.
14	Soil Classification - sampling, sieve analysis and Atterberg Limits	Each	\$244.00	Cost is fully loaded and includes sampling and travel time within City limits, technician time, vehicle, equipment, report, clerical and review time
15	Technician	Hour	\$55.00	Hourly rate for standby, collection, services not listed, fully loaded, no minimum allowed.
Concrete - Field and Laboratory Testing				
16	Concrete Cylinders, sample, 1 slump, 1 air content, cast 4 - 6"x12" cylinders, curing, compressive strength testing and reporting	Each	\$185.00	Cost is fully loaded and includes travel within City limits, technician time, vehicle, equipment, report, clerical and review time. Includes all pick up trips. Concrete beams not included.
17	Grout, sample, slump, curing, compressive strength testing and reporting, 4 prisms for 7 and 28 day	Each	\$185.00	Cost is fully loaded and includes travel within City limits, technician time, vehicle, equipment, report, clerical and review time
18	Mortar, sample, curing, compressive strength testing and reporting, 6- 2" cubes for 7 and 28 day	Each	\$185.00	Cost is fully loaded and includes travel within City limits, technician time, vehicle, equipment, report, clerical and review time
19	Additional air entrainment test	Each	\$20.00	Cost per test, travel time not included. Assumes travel covered by other unit. Includes report, clerical and review time.
20	Additional slump test	Each	\$20.00	Cost per test, travel time not included. Assumes travel covered by other unit. Includes report, clerical and review time.
21	Additional cylinders	Each	\$25.00	Cost per test, travel time not included. Assumes travel covered by other unit. Includes report, clerical and review time.
22	Concrete Mix Design	Each	\$4,000.00	Cost is fully loaded and includes sampling and travel time within City limits, technician time, vehicle, equipment, report, clerical and review time
23	Schmidt hammer	Day	\$75.00	Cost per day for equipment only, technician time separate.
24	Windsor probe	Each	\$150.00	Cost per location tested, assumes 3 probes per location, fully loaded rate.
25	Technician	Hour	\$55.00	Hourly rate for standby, collection, services not listed, fully loaded, no minimum allowed.
Asphalt - Field and Laboratory Testing				
26	Sampling (asphalt)	Each	\$125.00	Includes up to 1 sample to be picked up within the City limits. Size limited to no more than 500 pounds. Hourly rate may apply if multiple samples need to be collected at the same time at City's discretion.
27	Marshall Value	Each	\$185.00	Cost per test. Includes report sampling time separate. Includes report, clerical and review time.
28	Extraction and Gradation	Each	\$185.00	Cost per test. Includes report sampling time separate. Includes report, clerical and review time.
29	Rice	Each	\$85.00	Cost per test. Includes report sampling time separate. Includes report, clerical and review time.
30	Asphalt Core Density/Thickness	Each	\$55.00	Cost per core, rate fully loaded, includes coring, testing, reporting and travel. Coring machine and generator not included. Minimum 3 will be charged.
31	Density of Bituminous pavement by Nuclear Methods - 1 test	Each	\$150.00	Cost is fully loaded and includes travel within City limits, technician time, vehicle, equipment, report, clerical and review time
32	Density of Bituminous pavement by Nuclear Methods - 2 to 4 tests	Each	\$38.00	Cost is for additional cost for technical time, equipment, report and review time to be completed during the trip for item 31
33	Density of Bituminous pavement by Nuclear Methods - greater than 5 tests	Each	\$35.00	Cost is for additional cost for technical time, equipment, report and review time to be completed during the trip for item 31/32
34	Technician	Each	\$55.00	Hourly rate for standby, collection, services not listed, fully loaded, no minimum allowed.

	Professional Services			
	Labor Category			
	Principal	Hour	\$195.00	Hourly rates to be used for geotechnical studies, consulting not included in unit rates above and City requested meetings/tasks. Not to be used in conjunction with fully loaded unit rates. All time assumes standard 40 hour work week. The City will not pay for overtime rates unless specifically requested by the City Project Manager.
	Senior Project Manager/Engineer	Hour	\$180.00	
	Project Manager/ Professional	Hour	\$160.00	
	Project Engineer/Specialist	Hour	\$125.00	
	Level 1 Staff Engineer/Geologist/Specialist	Hour	\$110.00	
	Level 2 Staff Engineer/Geologist/Specialist	Hour	\$100.00	
	Level 3 Staff Engineer/Geologist/Specialist	Hour	\$95.00	
	Level 4 Staff Engineer/Geologist/Specialist	Hour	\$90.00	
	Senior Field Professional	Hour	\$85.00	
	GIS/CAD Technician Level 1	Hour	\$85.00	
	GIS/CAD Technician Level 2	Hour	\$65.00	GIS or modeling use only
	Supervising Technician	Hour	\$85.00	standard for all routine site plans, logs
	Field/Lab Technician	Hour	\$55.00	for use only at request of City PM
	Admin/Clerical 1	Hour	\$60.00	standard for all field testing
	Welding Inspector	Hour	\$120.00	Standard for routine reporting efforts, please note costs cannot be applied to specified testing units
				Standard inspection, does not include equipment. Equipment rates to be agreed to prior to initiation of services on a per project basis.
	Miscellaneous			
	2 WD Vehicle	Day	\$60.00	for services not covered in above rate or otherwise negotiated with the City
	4 WD Vehicle	Day	\$75.00	for services not covered in above rate or otherwise negotiated with the City
	Mileage	Per Mile	\$0.0555	per mile, portal to portal - subject to change to match state rate
	Coring Machine	Day	\$175.00	Cost for coring machine
	Generator	Day	\$175.00	Cost for generator
	Printing, 8 1/2 x 11 B&W	Page	\$0.25	Cost for additional copies or those costs not covered in above fully loaded units.
	Printing, 8 1/2 x 11 Color	Page	\$0.75	Cost for additional copies or those costs not covered in above fully loaded units.
	Printing, oversize	Page	\$8.50	Cost for additional copies or those costs not covered in above fully loaded units.
	UT welding equipment	Day	\$100.00	Cost for UT welding inspection equipment
	Other costs	TBD	TBD	all other costs to be negotiated with City prior to use
	Overtime markup	Percent	25.0%	Only for City PM approved overtime. Must be accompanied by written authorization and backup that OT work was conducted.
	Markup for outside services	Percent	10%	Outside contracted services, cannot be used for testing units listed above.

General notes

- * All costs per test rates are fully loaded and include testing, equipment, clerical, review and report production. Sampling time included only where specified.
- * Unit costs presented above include all trip charges and reporting
- * If testing outside of the scope of rates detailed above are required, the City will request a quote from Amec Foster Wheeler. Approval prior to testing is required.
- * Specific projects (such as geotechnical projects) will be quoted individually using above rates where practical. The City reserves the right to negotiate any fixed project fee.

ATTACHMENTS B & C



4606 Titanic Avenue
El Paso, Texas 79904
(915) 771-7766
(915) 771-7786

"EXHIBIT A"
CQC Testing and Engineering, L.L.C.
Town of Horizon City
"On-Call" Geotechnical and Materials Testing Services Contract
General Unit Rate Fee Schedule
Effective Period – 2 Years

A. PROFESSIONAL SERVICES	Unit Rates*
1. Principal Engineer	\$110.00 /hr.
2. Senior Geotechnical Project Engineer	\$95.00 /hr.
3. Project Engineering Manager	\$90.00 /hr.
4. Project Engineer	\$80.00 /hr.
5. Project Engineer, EIT	\$70.00 /hr.
6. Senior Geologist, P.G.	\$115.00 /hr.
7. Geologist	\$70.00 /hr.
8. Laboratory and Field Manager	\$75.00 /hr.
9. Senior Technician	\$75.00 /hr.
10. Field and Laboratory Technician - Level I	\$45.00 /hr.
11. Field and Laboratory Technician - Level II	\$54.00 /hr.
12. Field and Laboratory Technician - Level III	\$60.00 /hr.
13. Field and Laboratory Technician - Level IV	\$65.00 /hr.
14. Field and Laboratory Technician - Level V	\$75.00 /hr.
15. Project RPR Inspector	\$85 - 95.00 /hr.
16. Certified Erected Steel Field Welds Observation Inspector-CWI	\$90- 100.00 /hr.
17. Certified Welds Observation Inspector-CWI, Level II, UT	\$100 - \$130.00 /hr.
18. Drafting Technician	\$40.00 /hr.
19. Sr. Administrative Assistant	\$50.50 /hr.
20. Clerical	\$40.00 /hr.
21. Sub-Consultant Services (As Requested for Special Tasks)**	At Cost plus 10%

** - (i.e., GPR Scanning, Roofing, Welds, Paint & Primer, Mechanical, Electrical, Surveying Services and Other Special Tasks)

* Note: (1) - Contract rates beyond two years shall include a 4.0% escalation rate increase, as approved by Town of Horizon City.
(2) - Contract rates were established considering a profit rate of 10%
(3) - OT charges beyond normal working hours and holidays shall be billed at 1.20% times the normal rates, if approved.
(4) - Outside Services and reimbursables will be billed at Cost + 10%
(5) - Professional Services Labor Rates shall be applied when unit rates for testing do not apply and only if approved by Client.

B. GEOTECHNICAL DRILLING AND FIELD EVALUATION SERVICES

	Unit Rates
1. Standard Auger Drilling Rig Soil Borings with S.S. Sampling	\$14.50 - 16.00 /ft.
2. Auger Drilling Rig Soil Borings with Sampling from Auger Flights	\$9.00 - 12.50 /ft.
3. Drilling with All Terrain Track Drill Rig	\$18.50 - 28.00 /ft.
4. Air Rotary or Mud Rotary Drilling	\$35.00 - 52.00 /ft.
5. NW Rock Coring and Sampling	\$75.00 - \$85.00 /ft.
6. Split Spoon Testing and/or Texas Cone Penetrometer Testing	\$16.00 /ea.
7. Shelby Tube Sample	\$35.00 /ea.
8. DCP Tests	\$100.00 /ea.
9. Hand Auger Borings, per hr.	\$110.00 /hr.
10. Concrete or HMAC Coring, ea.	\$196.00 /ea.
11. Concrete or HMAC Patch, ea.	\$25.00 /ea.
12. Generator Charge, per day	\$90.00 /day

"EXHIBIT A"
CQC Testing and Engineering, L.L.C.
Town of Horizon City
"On-Call" Geotechnical and Materials Testing Services Contract
General Unit Rate Fee Schedule
Effective Period – 2 Years

	<u>Unit Rates</u>
13. DCP and Hand Auger Charge, per day	\$185.00 /day
14. Installation of Monitoring Wells or Piezometer Wells	At Cost +10%
15. Local Auger Drill Rig and Crew Mob., within city limits	\$350.00 - \$600.00 /ea.
16. Out of Town Track Drilling Rig Mob.	At Cost +10%
17. Out of Town Per Diem, per person	\$36.00 - \$50.00 /day
18. Material Supply Costs and Equipment Rental, if required	At Cost +10%
19. Support Vehicle, within city limits	75.00 /day
20. Vehicle Mileage	Approved THC Rate /mile
21. Borehole Grouting, up to 10 feet from bgs.	\$6.00 /foot
22. Misc. Drilling Costs (Drilling Fluids Disposal, Borehole Abandoning, Sample Boxes, Full Boring Depth Grouting, Lodgeing).	At Cost +10%
23. Traffic Control Costs	At Cost +10%

C. LABORATORY and FIELD CONSTRUCTION MATERIALS TESTING SERVICES

	<u>Unit Rates</u>
<u>SOIL SAMPLING AND TESTING</u>	
1. Vehicle Trip Charge, within city limits, does not include tech travel time.	\$45.00 - \$75.00 /trip
2. Moisture/Density Relationship (Methods: ASTM D698/1557) including Lab Soil Sample Preparation, Molding, M-D Curve, Reporting 1/2 hr. of on site tech time for sampling and reporting	\$270.00 /ea.
3. TXDOT - M/D Relationship (Methods: TEX 113-E/ 114-E) including Lab Soil Sample Preparation, Molding, M-D Curve, Reporting 1/2 hr. of on site tech time for sampling and reporting	\$295.00 /ea.
4. Atterberg Limits Test - Plasticity Index, only test if required	\$53.00 /ea.
5. Soil Sieve Analysis, only test if required	\$84.00 /ea.
6. Hydrometer Analysis of Fine Soils	\$185.00 /ea.
7. TXDOT Linear Bar Shrinkage Test, TEX 107 E	\$85.00 /ea.
8. TXDOT Wet Ball Mill Test, TEX 107 E	\$235.00 /ea.
9. Soil Moisture Content Test, Method: ASTM D2216	\$12.50 /ea.
10. Field Density Tests - 3 min. per trip (Method: Nuclear Density Gage); includes 1 hr. of on-site tech-time for testing, reporting, Stand by time shall be applied at the applicable rate after 1 hour.	\$32.00 /ea.
11. Sand Cone In-Place Density Test, 3 min. per trip	\$53.00 /ea.
12. Laboratory Soil California Bearing Ratio Test, 2 pt.	\$350.00 /ea.
13. Soil Consolidation Test, Method: ASTM D2434	\$500.00 /ea.
14. One Dimensional Swell Test, Method ASTM D4546	\$185.00 /ea.
15. Permeability Test, Flexible Wall (Triaxial), Method: ASTM D5084.	\$530.00 /ea.
16. Laboratory Soil pH and Electrical Resistivity Test	\$120.00 /ea.
17. Soil Unconfined Compressive Strength Test	\$85.00 /ea.
18. Soil Direct Shear Test, 3 points	\$550.00 /ea.
19. Bar Linear Shrinkage of Soils, TEX 107-E	\$55.00 /ea.
20. Sand Equivalent Test, TEX 203-F	\$85.00 /ea.
21. Specific Gravity of Soils and/or Rock Corrections	\$84.00 /ea.
22. TXDOT Triaxial Compression Test, TEX 117 E	\$1,650.00 /ea.

CONCRETE SAMPLING AND TESTING

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Unit Rates

"EXHIBIT A"
CQC Testing and Engineering, L.L.C.
Town of Horizon City
"On-Call" Geotechnical and Materials Testing Services Contract
General Unit Rate Fee Schedule
Effective Period – 2 Years

23. Vehicle Trip Charge, within city limits, does not include tech travel time.	\$45.00 - \$75.00 /trip
24. Concrete Compressive Strength Testing: 5 concrete cylinders per set (Includes: 1 hr. tech-time, slump, temperature, pick-up, reporting, additional tech stand by time applied after 1 hour).	\$250.00 /set
25. Air Content and Additional Slump Tests, (does not include additional tech-time, stand-by time, if required).	\$20.00 /ea.
26. Additional Cylinder Samples	\$22.00 /ea.
27. Unit Weight and Yield Tests	\$58.00 /ea.
28. Concrete Mix Designs	As Requested
29. Concrete Beams Flexural Strength Tests (Beams) 4 min. per trip (Includes: 1 hr. tech-time, slump, temperature, pick-up, reporting, additional tech stand by time applied after 1 hour).	\$65.00 /ea.
30. Floor Flatness / Levelness Testing	\$1,200.00 /day
31. Floor Flatness Equipment Rental	\$500.00 /day

ASPHALTIC-CONCRETE MATERIALS SAMPLING AND TESTING

Unit Rates

1. Vehicle Trip Charge, within city limits, does not include tech travel time.	\$45.00 - \$75.00 /trip
2. Asphaltic-Concrete (AC) Extraction, Gradation, Bitumen Content, Marshall Stability & Flow Lab Testing and reporting.	\$310.00 /ea.
3. Superpave Gyrotory Compacted AC Samples	\$50.00 /ea.
4. AC Maximum Theoretical Specific Gravity Lab Test (Rice)	\$97.00 /ea.
5. AC Material Sample Pick-Up, Up to 1 hour of on site tech time	\$65.00 /hr.
6. AC Mat Surface Density Tests - 3 min. per trip (Nuclear Density Gage); includes 1 hr. of on-site tech-time for testing, reporting, Stand by time shall be applied at the applicable rate after 1 hour.	\$32.00 /ea.
7. Coring of Asphaltic Concrete, Determine Thickness & Density 3 cores minimum per trip and reporting.	\$90.00 /ea.
8. Senior Technician time for Material Supplier Plant Observation and Evaluation of Supplied HMA Materials (Rolling Patterns)	\$68.00 /hr.
9. Indirect Tensile Strength of HMA Samples, 3 minimum, 1 hour of tech lab time and reporting.	\$63.00 /ea.
10. Hamburg Wheel-Tracking Test, TEX 242-F	\$400.00 /ea.

MORTAR AND GROUT SAMPLING AND TESTING

Unit Rates

1. Vehicle Trip Charge, within city limits, does not include tech travel time.	\$45.00 - \$75.00 /trip
2. Grout Prisms Compressive Strength Testing: 4 prisms per set (Includes: 1 hr. tech-time, slump, temperature, pick-up charge, reporting, additional tech stand by time applied after 1 hour).	\$250.00 /set

"EXHIBIT A"
CQC Testing and Engineering, L.L.C.
Town of Horizon City
"On-Call" Geotechnical and Materials Testing Services Contract
General Unit Rate Fee Schedule
Effective Period – 2 Years

Unit Rates

- | | |
|---|---------------|
| 3. Mortar Cubes Compressive Strength Testing: <u>3</u> cubes per set
(Includes: 1 hr. tech-time, temperature, pick-up charge,
reporting, additional tech stand by time applied after 1 hour). | \$240.00 /set |
| 4. Compressive Strength of Masonry Units, per block | \$85.00 /ea. |
| 5. Absorption of Masonry Units, per block | \$53.00 /ea. |
| 6. Mortar / Grout Mix Designs | As Requested |

AGGREGATES SAMPLING AND TESTING

Unit Rates

- | | |
|--|-------------------------|
| 1. Vehicle Trip Charge, within city limits, does not include tech travel time. | \$45.00 - \$75.00 /trip |
| 2. Gradation | \$84.00 /ea. |
| 3. Soundness, 5 cycles - Sodium or Magnesium | \$230.00 /ea. |
| 4. LA Abrasion | \$265.00 /ea. |
| 5. Degradation of Coarse Aggregates by Micro-Deval Abrasion | \$265.00 /ea. |
| 6. Specific Gravity and Absorption | \$90.00 /ea. |
| 7. Clay Lumps/Friable Particles and/Organic Impurities | \$65.00 /ea. |
| 8. Flat/Elongated Particles | \$60.00 /ea. |
| 9. Fractured Face Count | \$60.00 /ea. |
| 10. Determining Chloride and Sulfate Content in Soils | \$90.00 /ea. |

D. OTHER TECHNICAL PROFESSIONAL SERVICES

Unit Rates

- | | |
|--|-----------------------|
| 1. "Call-Out" Basis - Site Steel Welding Observations - Certified Technician (CWI) Steel and Weld Observations, min. 4 hours per trip (Does not include equipment/rental such as scissor lifts or NDT Testing, if required). | \$90- 100.00 /hr. |
| 2. "Call-Out" Basis - Ultrasonic Testing - Certified Technician Steel and Weld Observations, min. 8 hours per trip (Does not include equipment/rental such as scissor lifts). | \$100 - \$130.00 /hr. |
| 3. Soil Percolation Tests (does not include pipe costs, drilling or soil classification). Max. depth 10 feet. | \$470.00 /ea. |
| 4. Seismic Refraction and Ground Penetrating Radar Evaluations | At Cost + 10% |
| 5. Deep Foundation Drilling and Placement Observation and Inspections. | \$80.00 /hr. |
| 6. Pier or Auger Cast Pile Load Test Observations and Evaluation | \$80.00 /hr. |
| 7. Grout Flow Testing | \$15.00 /ea. |
| 8. Placement Observation and Testing of Engineering Fill Materials | \$58.00 /hr. |

E. OTHER INDIRECT COSTS

- | | |
|---|---|
| 1. Other Costs (Special Lab Testing, Shipping, Rental or Equipment Insurance, etc.) | At Cost +10% |
| 2. Project Administration Fee: Includes; Clerical Time, Report Reproduction and Mailing Costs, <u>8%</u> of earned fee shall be applied to each invoice. | <u>8%</u> Applied to Each Issued Invoice |

Charges will be assessed only for actual tests performed and services rendered. This proposal does not include services conducted on Sundays, Saturdays or holidays or not within regular working hours (7:00 am to 5:00 pm) from Monday through Friday. Our services on Sundays, Saturdays or holidays, or not within working hours will be invoiced at 1.20 times the unit rates presented within this fee schedule.



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: December 4, 2020

To: Honorable Mayor and Members of City Council

From: Michelle Padilla, Planning Director

SUBJECT: On the final subdivision application for the Horizon Town Center Unit Two subdivision (SUB002455-2020; 4th submittal), legally described as being a portion of CD Stewart Survey No. 321, Town of Horizon City, El Paso County, Texas and authorizing the Mayor to finalize negotiations on and execute the Developer Participation Agreement for the parkland dedication requirements and the Subdivision Construction Agreement. Application submitted by Conde, Inc.

On November 16, 2020, the Planning and Zoning Commission unanimously voted to recommend that the City Council approve the final plat application for the Town Center Unit Two subdivision. The applicant has resubmitted the final plat application as they now wish to record the plat ahead of the roadway, drainage, and park improvements being constructed and accepted by the City. The applicant will be required to submit a construction bond in the amount of \$1,753,922.00. The applicant is also requesting to provide additional park amenities in the amount of \$26,000.00 in lieu of the park fees they owe in the amount of \$18,800.00. Two picnic tables with canopies, four benches and two trash receptacles will be provided in addition to the minimum park improvements.

It is requested that the City Council authorize the Mayor to finalize the terms of the Developer Participation Agreement for the park improvements and the Subdivision Construction Agreement for the roadway and drainage improvements.

Staff continues to work with the Texas Department of Transportation and the Developer to ensure that a traffic signal will be installed at the intersection of Horizon Boulevard and Horizon Crossing Street.

Attached for your review is the staff report that was presented to the Planning and Zoning Commission.



TOWN OF HORIZON CITY
Planning and Zoning Commission Staff Report

Case No.: SUB002455-2020
Subdivision Name: Horizon Town Center Unit 2 Subdivision (v4)
Application Type: **Re-Submittal** Final Plat Subdivision Application
P&Z Hearing Date: November 16, 2020
Staff Contact: Michelle Padilla, Planning Director
915-852-1046 ext.105; mpadilla@horizoncity.org

Address/Location: Subdivision is south west of the Wal-Mart Supercenter development
Legal Description: Being a portion of C.D Stewart Survey No. 321, Town of Horizon City, El Paso County, Texas
Acreage: 60.134 Acres $\pm$
Existing Use: Vacant
Existing Zoning: R-9/CO (Residential – Conditional Overlay)

Owner/Applicant: Ranchos Real Land Holding, LLC
Engineer: Conde Inc.

Surrounding Zoning and Land Use:

North: C-2 (Commercial) – Vacant
South: R-9/CO (Residential) - Vacant
East: C-1 (Commercial) - Businesses
West: C-2 (Commercial) – Vacant

Future Land Use Designation: Mixed Use, Town Center
Nearest Park: Desmond “Corky” Corcoran Park
Nearest School: Region 19 Head Start Program

Application Description:

The developer is proposing a 288-lot subdivision for single-family development, the smallest lot measuring approximately 6,017 square feet in size and the largest lot measuring approximately 12,292 square feet in size. The ponding area measures approximately 83,525 square feet in size. The conditional overlay on this property requires that all single-family residences be at least 1,100 square feet in size, have at least a two-car garage, and have a two-car wide driveway.

The developer is dedicating one park with Unit Two. As depicted on the plat, the park is divided by Town Center Dr. and is located along the southern boundary of the roundabout at Horizon Crossing Street. The westerly portion of the park measures .7362 acres and the easterly portion measures .5645, total of 1.30 acres. The cumulative single-family unit (SFU) count including Unit One is 497 with a parkland dedication requirement of 3 acres (Ord. No.

0248 Section 2.8.3B). When combining the proposed parkland for Units One and Two, the developer carries a parkland overage of .55 acres. Parkland fees for 47 units over 450 SFU cumulative count is \$18,800. Parkland fees are due prior to the recording of the final plat.

History

On December 13, 2016, City Council approved an initial request of a preliminary plat for Horizon Town Center Unit Two (v1) with the condition that a Traffic Impact Analysis (TIA) and Master Development Plan be submitted to TXDOT for review prior to the submittal of a final plat application for review. A TIA was submitted on December 18, 2017 and the study calls for a traffic signal at the intersection of Horizon Boulevard and the future Horizon Crossing Street.

On November 5, 2018, staff and the developer met with TXDOT to discuss the traffic signal for Horizon Boulevard as per the TIA. City staff continues to work with the developer and TXDOT to secure the remaining funds for the installation of the signal.

The Horizon Town Center Master Development Plan has been revised to include the proposed school (Submitted as Horizon Town Center Unit Three), therefore an updated TIA has been submitted to account for a different land use.

On March 25, 2019, the developer submitted a revised TIA dated 03/12/19 via email. The Town Engineer and TXDOT are reviewing the revisions and we are pending their comments. Per the TIA, the developer is responsible for 40% of the cost of the signal improvements. The Town Engineer is reviewing this percentage for accuracy.

In May 2020, the final plat (SUB002139-2019) was reaffirmed at the regular City Council meeting; however, the developer has decided to file the plat prior to subdivision improvements being complete.

On October 21, 2020 the developer resubmitted the final plat (SUB002455-2020) application. The developer has indicated they intend on filing the plat prior to subdivision improvements being complete.

Staff Recommendation:

Staff recommends **APPROVAL** of the proposed subdivision with the condition that all plat and TIA comments are addressed prior to City Council action.

Planning Comments:

1. Provide an updated master drainage plan for the development, if required by the City Engineer.
2. Plat note #1: Original Tax Certificate required for plat filing. If there are more than one instruments, please add additional lines in plat note #1 for each parcel.
3. Plat note #2: Submit CCR to Town for review
4. Parkland Fees with Unit Two SFU Count: \$18,800
5. Request for additional parkland improvements in lieu of parkland fees must be requested in writing prior to submittal of the final application for City Council approval. Approval of additional parkland improvements in lieu of fees may require a Developer Participation Agreement (DPA).

- Using a table, list revision dates on the face of the submitted revised plats

Public Works Director Comments:

On October 23, 2020 the Public Works Director comments were received and had no additional comments for the plat as the plat had previously been approved in 2019.

Town Engineer Comments:

On November 4, 2020 the engineer comments were received for the final plat. Comments are as follows:

- Provide certification that all utilities have approved locations of easements and that service will be provided to development.
- The number of lots in the subdivision application differs from the number of lot shown on plat. Verify number of units.

COST ESTIMATES COMMENTS:

- Does the landscaping cost include an irrigation system?

Engineer Comments for TIA Revised 03/12/19:

On April 5, 2019, an updated revised TIA dated 03/12/19 was received via email. The review comments are as follows:

REVIEW COMMENT AND RESOLUTION LOG

HUITT-ZOLIARS

Date:
Page: 1 of 2 pages

Project Name: Town of Horizon – General
Client: Town of Horizon
Submittal being Reviewed: Horizon Town Center Units One
& Two Traffic Report, Reviewer-RM, 04/04/19

Response Codes: A – Accept, Add or Correct D – Dismiss Comment & Resolve prior to Next Submittal

Huitt-Zoliars, Inc.				Conde, Inc.		Comment Resolution	
Item No.	Report Section	Report Sub-Section	Reviewer Comment	Initial Response Code	Response	Final Response Code	Date
1	Appendix A	Trip Generation Summary	Trip Generation calculations show internal capture and pass-by. Remove from table to avoid confusion.				
2	Introduction	Introduction	Synchro AM and PM peak hour models need to be re-run to verify the LOS and delay due to the new distributions and volumes, regardless if the total traffic did not change.				
3	3.0	Table 5	Update the percentages entering and exiting for Horizon Crossing St., Pawling Dr., and Town Center based on Figures 3A and 3B. Recalculate AM and PM Peak Hour volumes based on the proposed distribution.				
4	5.0	Proportional Share Analysis	Use the new volumes in Table 5 based on the approved distribution to calculate the proportional share. The Town of Horizon does not agree with the method used to calculate the proportional share. Use the following one of the following methods to determine the proportional share: (Trips Generated/ Existing Traffic)*100; or (Trips Generated/(Increased capacity – existing capacity))*100				

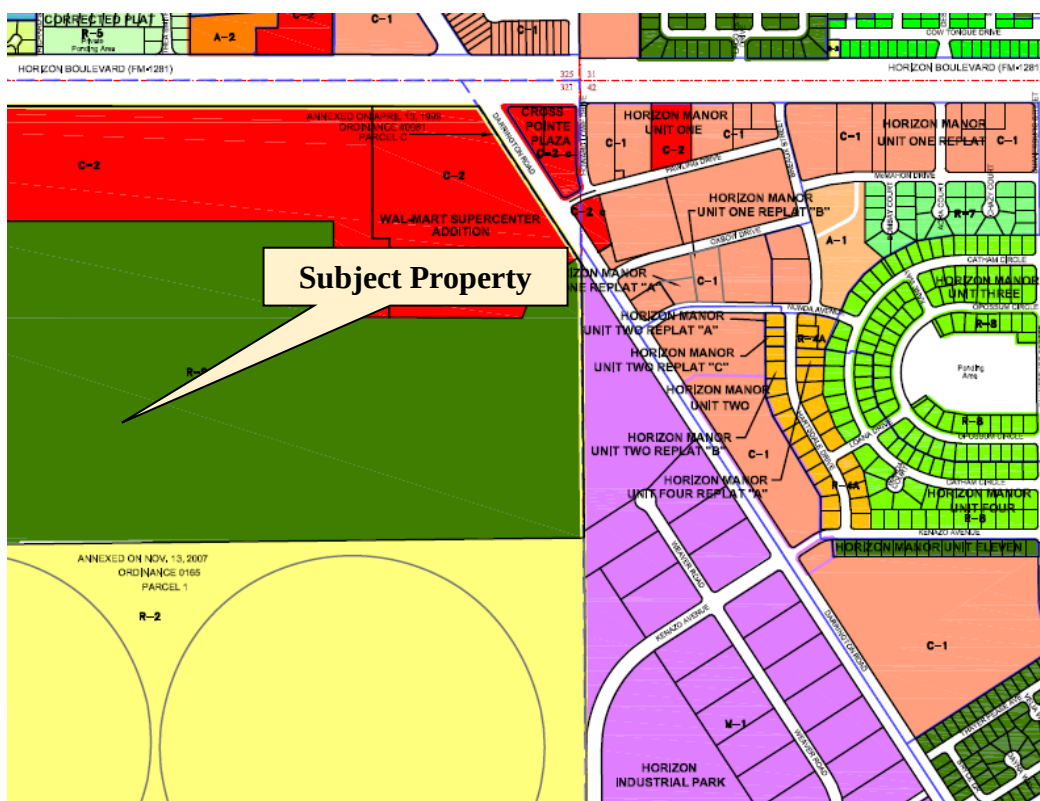
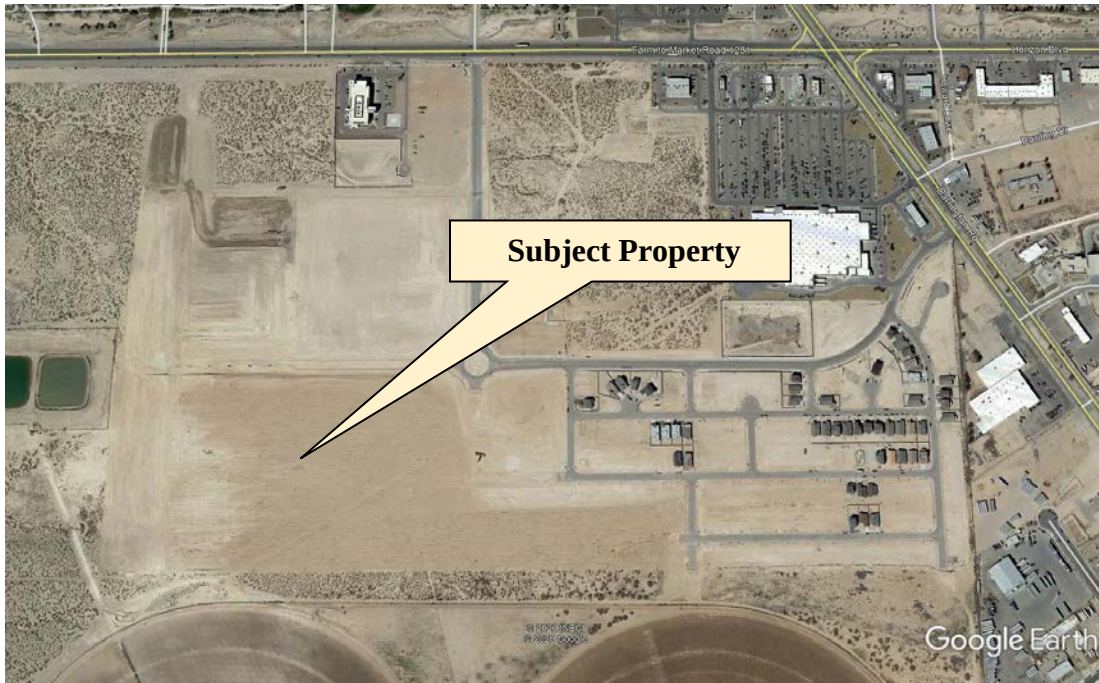
HUITT-ZOLLARS
Date: _____

Date: _____
Page: 2 of 2 pages

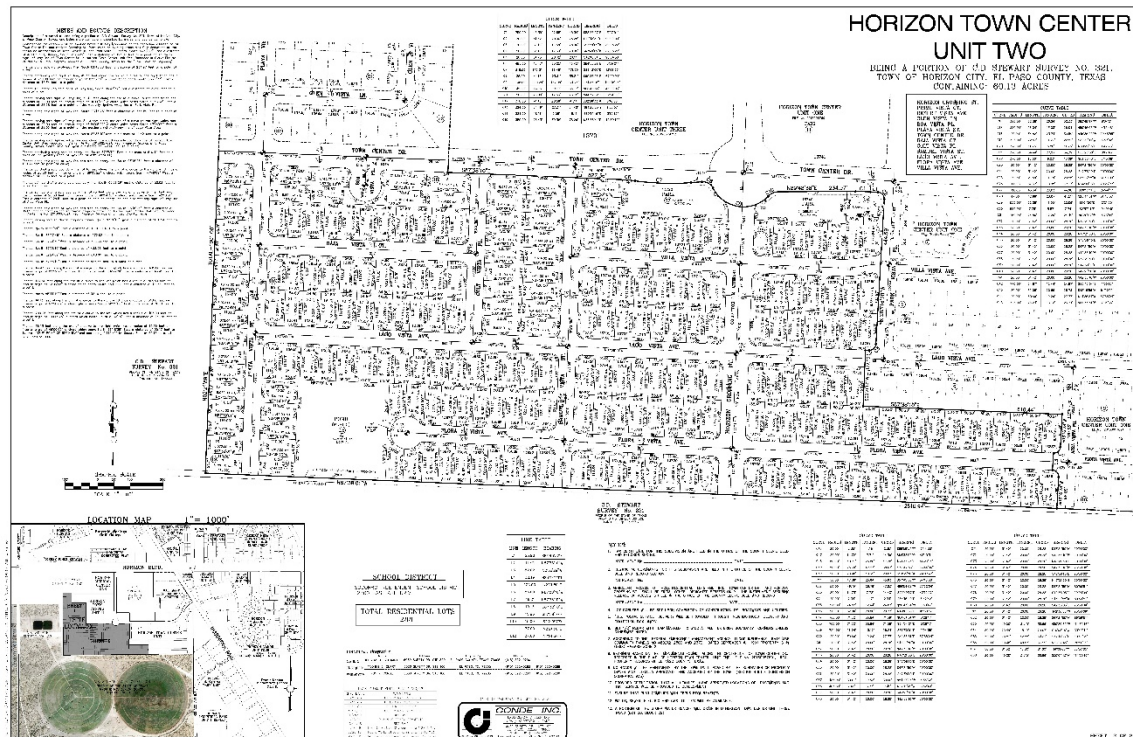
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Attachment 1 – Aerial View, Zoning & Location Map
Attachment 2 – Plats- Preliminary & Final
Attachment 3 – Applications

Attachment 1: Aerial View, Zoning & Location Map



Attachment 2: Plats-Final Sheet 2 Revised 4/11/19



Attachment 3: Application

SUB 002455-2020



TOWN OF HORIZON CITY
14999 Darrington Road
Horizon City, Texas 79928
Phone 915-852-1046 Fax 915-852-1005

MAJOR SUBDIVISION FINAL PLAT APPLICATION

SUBDIVISION ASSIGNED NAME: Horizon Town Center Unit 2 (v4)

DATE: October 12, 2020

1. LEGAL DESCRIPTION FOR THE AREA INCLUDED ON THIS PLAT (TRACT, BLOCK, GRANT, etc.)
Being a Portion of Stewart Survey No. 321, Town of Horizon City, El Paso County, Texas
2. PROPERTY LAND USES:

	ACRES	SITES		ACRES	SITES
SINGLE-FAMILY	<u>50.177</u>	<u>308</u>	OFFICE		
DUPLEX			STREET & ALLEY	<u>14.468</u>	<u>1</u>
APARTMENT			PONDING & DRAINAGE	<u>5.114</u>	<u>3</u>
MOBILE HOME			INSTITUTIONAL		
P.U.D.			OTHER		
PARK (Min 1 Acre)	<u>2.583</u>	<u>1</u>			
SCHOOL					
COMMERCIAL			TOTAL NO. SITES		<u>313</u>
INDUSTRIAL			TOTAL (GROSS) ACREAGE	<u>73.342</u>	
3. WHAT IS THE EXISTING ZONING OF THE ABOVE DESCRIBED PROPERTY? R-4 PROPOSED ZONING N/A
4. WILL THE RESIDENTIAL SITES, AS PROPOSED, PERMIT DEVELOPMENT IN FULL COMPLIANCE WITH ALL ZONING REQUIREMENTS OF THE EXISTING RESIDENTIAL ZONE(S)? YES ☒ NO ☐
5. WHAT TYPE OF UTILITY EASEMENTS ARE PROPOSED? UNDERGROUND ☐ OVERHEAD ☐ COMBINATION ☒
6. WHAT TYPE OF DRAINAGE IS PROPOSED? (IF APPLICABLE LIST MORE THAN ONE) Lots to street to drainage structures
7. IF SINGLE-FAMILY OR DUPLEX DEVELOPMENT IS PROPOSED: AVERAGE FLOOR AREA OF HOUSES 1,500 sq. ft.
8. PRICE RANGE: _____ TO _____, FINANCED UNDER FHA ☐ VA ☐ CONVENTIONAL ☐
9. ARE SPECIAL IMPROVEMENTS PROPOSED IN CONNECTION WITH THE DEVELOPMENT? YES ☒ NO ☐
10. IS A MODIFICATION OF ANY PORTION OF THE SUBDIVISION ORDINANCE PROPOSED? YES ☐ NO ☒
IF ANSWER IS "YES", PLEASE EXPLAIN THE NATURE OF THE MODIFICATION _____
11. WHAT TYPE OF LANDSCAPING IS PROPOSED? PARKWAY ☐ MEDIANS ☐ OTHER ☐ _____
12. REMARKS AND/OR EXPLANATION OF SPECIAL CIRCUMSTANCES: _____
13. WILL PLAT BE RECORDED PRIOR TO SUBDIVISION IMPROVEMENTS BEING COMPLETED & APPROVED? YES ☒ NO ☐ INITIALS CC
IF YES, PROVIDE THE REQUIRED GUARANTEE PER SECTION 4.10.3 & 8.1.7, Municode Chapter 10 (Please attach documents) _____
14. WILL ANY RESTRICTIONS AND COVENANTS BE RECORDED WITH PLAT? YES ☒ NO ☐ INITIALS _____ IF YES, PLEASE ATTACH COPY.
15. OWNER OF RECORD Ranchos Real Land Holdings, LLC 6080 Surety Dr., Ste. 300 El Paso, TX 79905 915-592-0290
(NAME & ADDRESS) (ZIP) (PHONE)
16. OPTIONEE Ranchos Real Land Holdings, LLC 6080 Surety Dr., Ste. 300 El Paso, TX 79905 915-592-0290
(NAME & ADDRESS) (ZIP) (PHONE)
17. DEVELOPER Ranchos Real Land Holdings, LLC 6080 Surety Dr., Ste. 300 El Paso, TX 79905 915-592-0290
(NAME & ADDRESS) (ZIP) (PHONE)
18. ENGINEER Conde, Inc. 6080 Surety Dr., Ste. 100 El Paso, TX 79905 (cconde@condeinc.com) 915-592-0283
(NAME & ADDRESS) (ZIP) (PHONE)
19. APPLICANT Ranchos Real Land Holdings, LLC 6080 Surety Dr., Ste. 300 El Paso, TX 79905 915-592-0290
(NAME & ADDRESS) (ZIP) (PHONE)

NOTE: Applicant is responsible for all expenses incurred by the City in connection with the Final plat approval request, including but not limited to attorney's fees, engineering fees and publication. Charges will be invoiced separately. Initials CC

Applicant Signature _____

EMAIL cconde@condeinc.com

APPLICATION MUST BE COMPLETE & VALIDATED PRIOR TO SUBDIVISION PROCESSING
Acceptance of fee does not grant acceptance of application.
Non Refundable Deposit \$500.00 Fee: \$300.00 (\$150 Final Plan & \$150 Improvement Plan)

Planning Department
Date Rec'd 10/12/2020
By _____

HORIZON TOWN CENTER UNIT TWO

BEING A PORTION OF C.D STEWART SURVEY NO. 321,
TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS
CONTAINING: 60.13 ACRES

CURVE TABLE					
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING
C89	20.00'	31.42'	20.00'	28.28'	N47°21'55"E
C90	20.00'	31.42'	20.00'	28.28'	S42°38'05"E
C91	20.00'	31.42'	20.00'	28.28'	S47°21'55"W
C92	20.00'	31.42'	20.00'	28.28'	S42°38'05"E
C93	30.00'	47.12'	30.00'	42.43'	N47°21'55"E
C94	30.00'	10.44'	5.28'	10.39'	N77°39'42"W
C95	70.00'	33.16'	16.90'	32.85'	S81°15'29"E
C96	70.00'	39.60'	20.35'	39.08'	N36°32'53"E
C97	70.00'	39.60'	20.35'	39.08'	N36°32'53"E
C98	70.00'	46.33'	24.05'	45.49'	N12°22'45"E
C99	30.00'	10.44'	5.28'	10.39'	S7°36'28"E
C100	30.00'	10.44'	5.28'	10.39'	S12°20'26"W
C101	70.00'	46.33'	24.05'	45.49'	N32°11'37"E
C102	70.00'	39.60'	20.35'	39.08'	N31°55'25"W
C103	70.00'	39.60'	20.35'	39.08'	N64°33'21"W
C104	70.00'	32.64'	16.62'	32.34'	S85°46'18"W
C105	30.00'	10.44'	5.28'	10.39'	N82°23'23"E
C106	30.00'	47.13'	30.00'	42.43'	N42°38'05"W
C107	20.00'	31.42'	20.00'	28.28'	S47°21'55"W
C108	20.00'	31.42'	20.00'	28.28'	S42°38'05"E
C109	20.00'	31.65'	20.24'	28.45'	S47°42'06"W
C110	20.00'	31.18'	19.77'	28.12'	N42°17'53"W

METES AND BOUNDS DESCRIPTION

Description of a portion of land being a portion of C.D Stewart Survey No. 321, Town of Horizon City, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at an existing brass disk City Monument at the centerline intersection of Town Center Dr. and Horizon Crossing St., from which an existing brass disk City Monument at the centerline intersection of Town Center Dr. and Park Vista Pl. bears, South 86°43'32" East a distance of 60.13 feet; thence, South 61°26'25" East a distance of 123.07 feet to a point on southerly right-of-way line of Town Center Dr. in Horizon Town Center Unit One, Recorded in Clerks File No. 20180057691, Real Property Records of El Paso County, Texas for the "True Point of Beginning".

Thence along said right-of-way line, North 89°48'38" East a distance of 234.97 feet to a point of curve;

Thence continuing said right-of-way line, 45.35 feet along the arc of a curve to the right which has a radius of 750.00 feet an interior angle of 03°27'51" a chord which bears South 88°27'27" East a distance of 45.34 feet to a point;

Thence still continuing said right-of-way line, South 86°43'32" East a distance of 23.90 feet to a point of curve;

Thence leaving said right-of-way line, 31.42 feet along the arc of a curve to the right which has a radius of 20.00 feet an interior angle of 03°27'51" a chord which bears South 41°43'32" East a distance of 28.28 feet to a point on the westerly right-of-way line of Park Vista Pl.;

Thence along said right-of-way line, South 03°16'28" West a distance of 444.59 feet to a point of curve;

Thence leaving said right-of-way line, North 87°38'01" West a distance of 11.42 feet to a point;

Thence leaving said right-of-way line and along the southeasterly boundary line of Horizon Town Center Unit One, recorded in Clerks File No. 20180057691, Real Property Records of El Paso County, Texas, South 02°21'59" West a distance of 172.00 feet to a point;

Thence continuing along said boundary line, South 87°38'10" East a distance of 610.44 feet to a point on the westerly right-of-way line of Arzo Vista Pl.;

Thence along said right-of-way line and also boundary line, South 03°16'28" West a distance of 100.33 feet to point of curve;

Thence continuing said boundary line, 31.10 feet along the arc of a curve to the right which has a radius of 20.00 feet an interior angle of 89°05'22" a chord which bears South 47°49'09" West a distance of 28.06 feet to a point;

Thence still continuing along said boundary line, South 03°58'29" West a distance of 52.02 feet to a point of curve;

Thence still continuing said boundary line, 31.73 feet along the arc of a curve to the right which has a radius of 20.00 feet an interior angle of 90°54'38" a chord which bears South 42°10'51" East a distance of 28.51 feet to a point on said boundary line and also westerly right-of-way line of Arzo Vista Pl.;

Thence along said right-of-way line and also boundary line, South 03°16'28" West a distance of 26.29 feet to point on the southwest property corner of Horizon Town Center Unit One, Recorded in Clerks File No. 20180057691, Real Property Records of El Paso County, Texas;

Thence leaving said southwest property corner, North 87°38'01" West a distance of 2610.94 feet to a point;

Thence, North 02°21'59" East a distance of 1901.00 feet to a point;

Thence, South 86°57'46" East a distance of 272.02 feet to a point;

Thence, South 02°21'59" West a distance of 306.39 feet to a point;

Thence, South 87°38'10" East a distance of 432.58 feet to a point;

Thence, South 02°21'59" West a distance of 640.00 feet to a point;

Thence, South 87°38'10" East a distance of 527.36 feet to a point of curve;

Thence, 46.47 feet along the arc of a curve to the right which has a radius of 485.00 feet an interior angle of 05°29'21" a chord which bears South 84°53'29" East a distance of 46.45 feet to a point;

Thence, 172.31 feet along the arc of a curve to the left which has a radius of 815.50 feet an interior angle of 12°06'23" a chord which bears South 88°12'00" East a distance of 171.99 feet to a point;

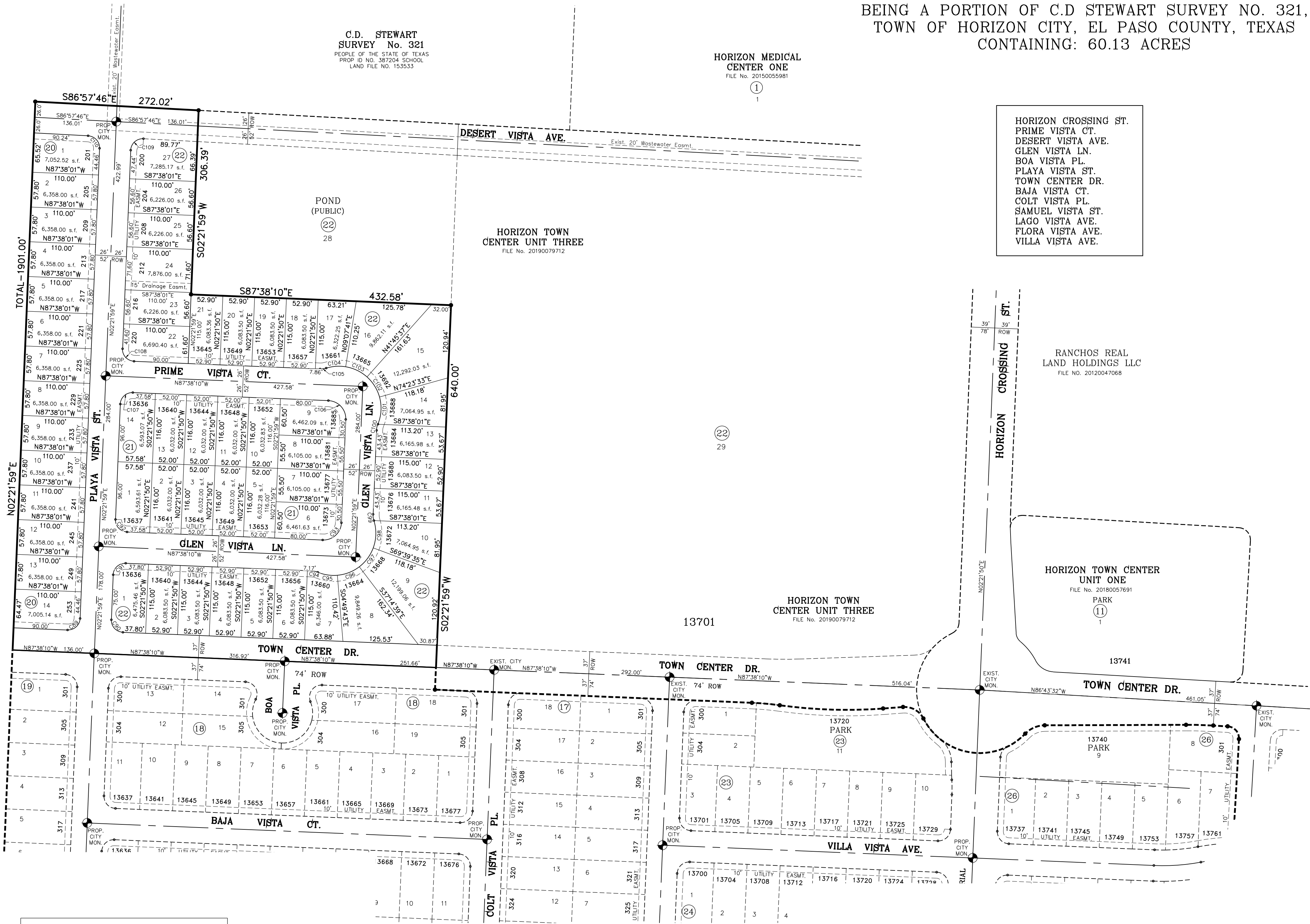
Thence, North 85°44'49" East a distance of 33.19 feet to a point;

Thence, 41.13 feet along the arc of a curve to the right which has a radius of 35.00 feet an interior angle of 67°50'07" a chord which bears South 03°30'08" East a distance of 38.81 feet to a point;

Thence, 200.25 feet along the arc of a curve to the left which has a radius of 100.00 feet an interior angle of 109°16'25" a chord which bears South 81°33'15" East a distance of 171.26 feet to a point;

Thence, 36.13 feet along the arc of a curve to the right which has a radius of 45.00 feet an interior angle of 48°00'00" a chord which bears North 64°48'35" East a distance of 35.17 feet to the "TRUE POINT OF BEGINNING" and containing 2,619,419.64 Square Feet or 60.13 acres of land more or less.

C.D. STEWART
SURVEY No. 321
PEOPLE OF THE STATE OF TEXAS
PROP ID NO. 387204 SCHOOL
LAND FILE NO. 153533



HORIZON CROSSING ST.
PRIME VISTA CT.
DESERT VISTA AVE.
GLEN VISTA LN.
BOA VISTA PL.
PLAYA VISTA ST.
TOWN CENTER DR.
BAJA VISTA CT.
COLT VISTA PL.
SAMUEL VISTA ST.
LAGO VISTA AVE.
FLORA VISTA AVE.
VILLA VISTA AVE.

RANCHOS REAL
LAND HOLDINGS LLC
FILE NO. 20120047068

HORIZON TOWN CENTER
UNIT ONE
FILE NO. 20180057691

HORIZON TOWN
CENTER UNIT THREE
FILE NO. 20190079712

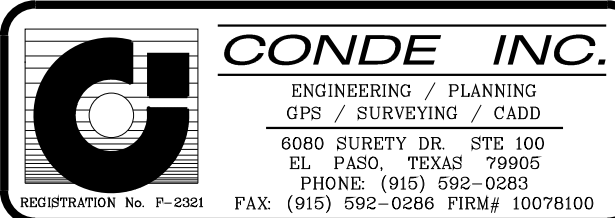
SCHOOL DISTRICT
SOCORRO INDEPENDENT SCHOOL DISTRICT
12300 EASTLAKE DRIVE

TOTAL RESIDENTIAL LOTS
288

PRINCIPAL CONTACTS:

Name	Address	City & Zip	Phone	Fax
OWNER: DOUGLAS A. SCHWARTZ	6080 SURETY DR. STE 300	EL PASO COUNTY, TEXAS 79905	(915) 592-0290	
ENGINEER: YVONNE C. CURRY	6080 SURETY DR. STE 100	EL PASO, TX, 79905	(915) 592-0283	(915) 592-0286
SURVEYOR: RON R. CONDE	6080 SURETY DR. STE 100	EL PASO, TX, 79905	(915) 592-0283	(915) 592-0286

DATE	SUBMIT	FINAL	PLAT	6/23/17
REV.	DATE	COMMENTS		
05/23/17		PUBLIC WORKS COMMENTS		
05/30/17		TEXAS GAS COMMENTS		
06/27/17		SEND REVISED COPY		
07/10/17		PUBLIC WORKS COMMENTS		
11/28/17		RESUBMIT		
1/15/18		PLANNING REVIEW COMMENTS		
10/11/18		RESUBMIT		
1/14/19		Town Of Horizon City comments (12/18/18)		
3/26/19		Public Works Director comments (3/18/19)		
4/11/19		PW Director comments 2nd review (4/11/19)		



DEDICATION

RANCHOS REAL XV, L.L.C. property owners of this land hereby presents this plat and dedicates to the use of the public, the streets, drives, parks, ponds, drainage R.O.W., drainage easements, and utility easements, as herein laid down and designated, including easements for overhead of service wires for pole type utilities, and buried service wires, conduits and pipes for underground utilities, and the right to ingress and egress for service and construction and the right to trim interfering trees and shrubs.

Witness my signature this _____ day of _____, 2020.

BY: RANCHOS REAL XV, L.L.C.

Douglas A. Schwartz, Manager

ATTEST: NOT REQUIRED
COUNTY CLERK OF EL PASO

Before me, the undersigned authority, on this day personally appeared Douglas A. Schwartz, Manager of RANCHOS REAL XV, L.L.C., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of said corporation for the purpose and considerations herein expressed.

Given under my hand and seal of office this _____ day of _____, 2020.

Notary Public in and for El Paso County

My Commission Expires

TOWN OF HORIZON CITY CITY COUNCIL

This subdivision is hereby approved as to the platting and as to the conditions of the dedication in accordance with Chapter 212 of the Local Government Code of Texas, this _____ day of _____, 2020.

Accepted and adopted by the City Council of Town of Horizon City this _____ day of _____, 2020.

Elvia Schuller, City Clerk Ruben Mendoza, Mayor

Approved for filing this _____ day of _____, 2020.

Huilt-Zollars Inc. (Town Engineer)
By: Isobel Vasquez, P.E.

Filed and recorded in the office of the County Clerk of El Paso County, Texas, this _____ day of _____, 2020, A.D. in Volume _____ of the Plat Record, Page _____
File No _____

County Clerk By Deputy

Prepared by and under the supervision of: YVONNE CONDE CURRY, P.E.
Registered Professional Engineer
Registration No. 64648

This plat represents a survey made on the ground by me or under my supervision and complies with the current Texas Board of Professional Land Survey Professional and Technical Standards.

Yvonne Conde Curry, P.E.

Ron R. Conde
Registered Professional Land Surveyor
Texas License No. 5152

HORIZON TOWN CENTER

UNIT TWO

BEING A PORTION OF C.D. STEWART SURVEY NO. 321,
TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS
CONTAINING: 60.13 ACRES

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of C.D. Stewart Survey No. 321, Town of Horizon City, El Paso County, Texas, and being more particularly described by metes and bounds as follows:
Commencing for reference at an existing brass disk City Monument at the centerline intersection of Town Center Dr. and Horizon Crossing St., from which an existing brass disk City Monument at the centerline intersection of Town Center Dr. and Park Vista Pl. bears South 86°43'32" East a distance of 461.05 feet; thence South 87°29'22" East a distance of 123.07 feet to a point on southerly right-of-way line of Town Center Dr. in Horizon Town Center Unit One, Recorded in Clerks File No. 20180057691, Real Property Records of El Paso County, Texas for the "True Point of Beginning";
Thence along said right-of-way line, North 89°46'38" East a distance of 234.97 feet to a point of curve;

Thence continuing said right-of-way line, 45.35 feet along the arc of a curve to the right which has a radius of 750.00 feet on interior angle of 0°27'51" a chord which bears South 88°27'27" East a distance of 45.34 feet to a point;

Thence still continuing said right-of-way line, South 86°43'32" East a distance of 23.90 feet to a point of curve;

Thence leaving said right-of-way line, 31.42 feet along the arc of a curve to the right which has a radius of 20.00 feet on interior angle of 80°00'00" a chord which bears South 47°49'09" West a distance of 28.28 feet to a point on the westerly right-of-way line of Park Vista Pl.;

Thence along said right-of-way line, South 03°16'28" West a distance of 444.59 feet to a point of curve;

Thence leaving said right-of-way line, 31.10 feet along the arc of a curve to the right which has a radius of 20.00 feet on interior angle of 80°00'00" a chord which bears South 47°49'09" West a distance of 28.28 feet to a point on the westerly right-of-way line of Park Vista Pl.;

Thence continuing along said boundary line, South 87°38'10" East a distance of 610.44 feet to a point on the westerly right-of-way line of Arzo Vista Pl.;

Thence along said right-of-way line and also boundary line, South 03°16'28" West a distance of 444.59 feet to a point of curve;

Thence continuing said boundary line, 31.10 feet along the arc of a curve to the right which has a radius of 20.00 feet on interior angle of 80°00'00" a chord which bears South 47°49'09" West a distance of 28.28 feet to a point on the westerly right-of-way line of Arzo Vista Pl.;

Thence still continuing along said boundary line, South 03°16'28" West a distance of 52.02 feet to a point of curve;

Thence still continuing said boundary line, 31.73 feet along the arc of a curve to the right which has a radius of 20.00 feet on interior angle of 80°00'00" a chord which bears South 47°49'09" West a distance of 28.28 feet to a point on the westerly right-of-way line of Arzo Vista Pl.;

Thence along said right-of-way line and also boundary line, South 03°16'28" West a distance of 52.02 feet to a point of curve;

Thence leaving said southwest property corner, North 87°38'10" West a distance of 2610.94 feet to a point;

Thence, North 02°21'59" East a distance of 1901.00 feet to a point;

Thence, South 86°57'46" East a distance of 272.02 feet to a point;

Thence, South 02°21'59" West a distance of 306.39 feet to a point;

Thence, South 87°38'10" East a distance of 432.58 feet to a point;

Thence, South 02°21'59" West a distance of 640.00 feet to a point;

Thence, South 87°38'10" East a distance of 527.36 feet to a point of curve;

Thence, 46.47 feet along the arc of a curve to the right which has a radius of 485.00 feet on interior angle of 0°29'21" a chord which bears South 84°53'29" East a distance of 46.45 feet to a point;

Thence, 172.31 feet along the arc of a curve to the left which has a radius of 815.50 feet on interior angle of 12°06'23" a chord which bears South 88°12'00" East a distance of 171.99 feet to a point;

Thence, North 85°44'49" East a distance of 33.19 feet to a point;

Thence, 411.3 feet along the arc of a curve to the right which has a radius of 35.00 feet on interior angle of 67°20'09" a chord which bears South 60°35'06" East a distance of 38.81 feet to a point;

Thence, 200.25 feet along the arc of a curve to the left which has a radius of 105.00 feet on interior angle of 109°16'57" a chord which bears South 81°33'15" East a distance of 171.26 feet to a point;

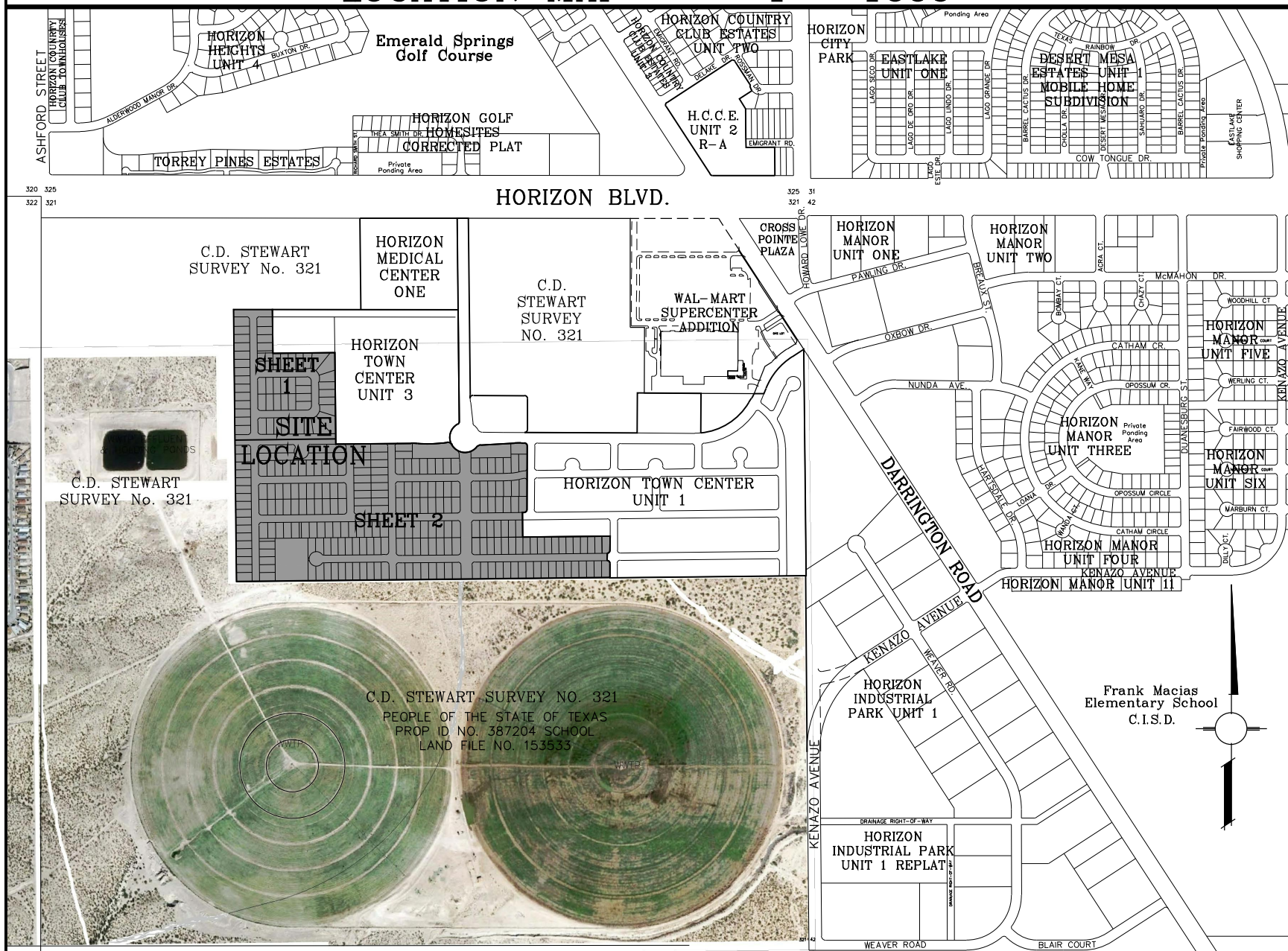
Thence, 36.13 feet along the arc of a curve to the right which has a radius of 45.00 feet on interior angle of 48°00'00" a chord which bears North 64°40'00" East a distance of 35.17 feet to the "TRUE POINT OF BEGINNING" and containing 2,619,419.64 Square Feet or 60.13 acres of land more or less.

C.D. STEWART
SURVEY NO. 321
PEOPLE OF THE STATE OF TEXAS
PROP. D NO. 387204 SCHOOL
LAND FILE NO. 153533

GRAPHIC SCALE

SCALE: 1"=100'

LOCATION MAP 1"= 1000'



CURVE TABLE					
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING
C1	750.00'	45.35'	22.68'	45.34'	S88°27'27"
C2	20.00'	31.42'	20.00'	28.28'	S41°43'32"
C3	20.00'	31.10'	19.68'	28.06'	S47°49'09"
C4	20.00'	31.10'	19.68'	28.06'	S47°49'09"
C5	20.00'	31.73'	20.32'	28.51'	S42°10'51"
C6	485.00'	46.47'	23.25'	46.45'	S84°53'29"
C7	815.50'	172.31'	86.48'	171.99'	S88°12'00"
C8	35.00'	41.13'	23.31'	38.81'	S60°35'06"
C9	105.00'	200.25'	147.95'	171.26'	S81°33'15"
C10	45.00'	36.13'	19.10'	35.17'	N64°40'00"
C11	20.00'	28.80'	17.55'	26.38'	N44°32'02"
C12	376.00'	41.13'	20.59'	41.11'	S82°39'33"
C13	324.00'	54.49'	27.31'	54.42'	N84°20'35"
C14	324.00'	18.11'	9.06'	18.11'	S89°14'16"
C15	350.00'	78.43'	39.38'	78.26'	N85°50'41"

HORIZON TOWN
CENTER UNIT THREE
FILE NO. 2018007912

13701

TOWN CENTER DR.

527.36'

C6

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DEVELOPER PARTICIPATION AGREEMENT**HORIZON TOWN CENTER UNIT #2****BETWEEN THE TOWN OF HORIZON CITY
AND
RANCHOS REAL XV, LLC**

This Developer Participation Agreement (the "Agreement") is made and entered into as of the ____ day of _____, 2021~~19~~ (the "Effective Date"), by and between the TOWN OF HORIZON CITY ("City"), and Ranchos Real XV, LLC, a Texas limited liability company ("Developer").

RECITALS

A. Developer owns property described as Horizon Town Center Unit #2 on Exhibit "A" attached hereto (the "Developer Property")

C. Developer is required by the approved preliminary plat for the Developer Property to dedicate certain parkland ("Dedicated Park") and/or pay certain in-lieu park fees pursuant to Horizon City Code Chapter 10, Article 10.02, Section 2.8 in connection with the development of the Developer Property pursuant to the rules and regulations of the City and dedicate the required parkland to the City for use as a public park.

D. The Developer has requested that in lieu of making certain in-lieu park fees to the City, that it be allowed to use the required funds to construct those certain additional or public improvements as permitted under state law and the City Code Chapter 14 to the Dedicated Park ("Additional Park Improvements") and receive credit for the expenditure of the additional funds in lieu of payment of the required park fees to the City.

E. The Developer will enter into a Construction Agreement with the City with regard to the Additional Park Improvements, aka the public improvements that the subdivision of the Developer Property is required to provide under the Horizon City Code Chapter 10, Article 10.02, Section 8.

E. As provided in Texas Local Government Code §212.071 and §232.105, a municipality may contract with a developer to construct public improvements and participate in the cost of the ~~additional improvements~~ Additional Park Improvements not exceed thirty (30%) percent of the total contract price and participate at a level not to exceed one hundred (100%) percent of the total cost of any oversized improvements required by the municipality.

F. Developer and City desire that the Developer shall construct the ~~additional improvements~~ Additional Park Improvements to the dedicated park property concurrent with the Developer's construction of the adjacent Subdivision improvements and acknowledge that the amount of the cost of the ~~additional improvements~~ Additional Park Improvements does not exceed

thirty percent (30%) of the total cost of ~~public improvements~~Additional Park Improvements being required by the City for such Subdivision.

NOW, THEREFORE, for and in consideration of the promises, mutual agreements and in-kind services set forth, the parties mutually agree as follows:

1. PARTIES' OBLIGATIONS

(a) Developer Obligations. Developer shall be responsible to plan, design, engineer, plat and construct all improvements to the Dedicated Park as required by the City in its approval of the Final Plat for Horizon Town Center Unit #2 (on May 14, 2019 and reaffirmed on June 9, 2020) depicted in the attached Exhibit B. The cost estimate for construction of all of the ~~public improvements~~Additional Park Improvements for the Developer Property is attached to this Agreement as Exhibit C, including the costs of the ~~additional improvements~~Additional Park Improvements to the Dedicated Park (the "Cost Estimate"). All work shall be done in consultation with The City staff to assure that all aspects of the work to be performed are consistent with the City Final Plat approval and requirements.

Developer and City agree that concurrent with the planning, design, engineering and construction of the Developer Property, the Developer shall construct the Additional Park Improvements.

(b) Construction Costs. Developer shall be solely responsible for the payment of any and all costs and expenses related to the planning, designing, engineering, platting and constructing the entire Developer Property, the Dedicated Park and the Additional Park Improvements as shown on Exhibit C.

The City will give the Developer credit in lieu of park fees for a portion of the total contract price of the ~~public improvements~~Additional Park Improvements constructed under this Agreement to the extent of thirty (30%) of the total cost of the ~~public improvements~~Additional Park Improvements being required by the City for the portion described herein as the Additional Park Improvements. The remaining improvements constructed above the required 30% shall be credited to future new development in another subdivision development application that the Developer submit and such credit shall be equal to .55 acre of future new development.

(c) Party Coordination; Platting. Developer shall consult with the City's designated representatives to assure that all work is done consistent with and in compliance with City rules, regulations, and conditions including inspection on the on-going work, and applicable federal and state laws and requirements. City designated representative may, at reasonable times, observe or inspect all work done and materials furnished for the Developer Property, the Dedicated Park and the Additional Park Improvements. If City designated representative reasonably believes the Developer Property, the Dedicated Park and the Additional Park Improvements is not being constructed as per the approved plans and specifications, the parties' designated representatives shall meet to discuss appropriate actions to ensure that any defects in the Developer Property, the Dedicated Park and the Additional Park Improvements or deviations in the approved designs are

remedied. After final completion of the construction of the Developer Property, the Dedicated Park and the Additional Park Improvements and the Dedicated Park, including the Additional Park Improvements, shall be dedicated and accepted as required by the City's subdivision ordinance.

(d) **Time for Completion.** All work to be performed under this Agreement (excluding maintenance and repair after acceptance) shall be substantially completed in no more than two (2) years from the Effective Date, concurrent with the Subdivision Construction Agreement. Upon achieving substantial completion, Developer shall notify City, who shall promptly inspect Developer's work and either accept the work or notify Developer of deficiencies that must be corrected before the work can be accepted.

(e) **Invoice.** Upon satisfactory completion and acceptance of the improvements, the Developer shall submit to City an invoice detailing the cost of planning, designing, engineering and constructing the Additional Park Improvements for an amount not to exceed the approved amount of the in-lieu park fees of \$18,800.00.

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(f) The Developer agrees to provide City with copies of all subcontractor and consultant agreements used by the Developer in the construction of the Dedicated Park and the Additional Park Improvements. The City shall also have the right to inspect the Developer's books and records related to the construction of the Dedicated Park and the Additional Park Improvements during regular business hours and after reasonable written notice.

2. TERM. This Agreement shall automatically terminate after the construction of the Developer Property, the Dedicated Park and the Additional Park Improvements is completed, the City Public Works Director has inspected the project to assure that the City Design Standards have been met and the City has accepted the dedication of the Dedicated Park, including the Additional Park Improvements.

3. BOND REQUIRED. The Developer must execute or cause its contractor to execute a performance bond for one hundred percent (100%) of the amount of the in-lieu park fees to secure fulfillment of all the Developer's obligations under this Agreement. The bond or bonds must be in the form attached hereto as Exhibit "E" and incorporated herein for all purposes. The bond must be executed by a corporate surety in accordance with Chapter 2253, Government Code, Vernon's Annotated Civil Statutes. The bond(s) shall identify the City as an additional named Obligee.

4. INSURANCE. During construction, Developer shall carry and maintain, or cause to be carried and maintained by its contractors, in full force and effect the following insurance coverage:

(a) Workers' compensation insurance as provided by law on Developer's and its contractor's employees;

(b) Commercial general liability insurance written on an occurrence basis, including independent contractors, products, completed operations and premises liability with broad form endorsement including blanket contractual liability and personal injury liability with combined single limits of not less than \$1,000,000.00 each occurrence/and \$2,000,000.00 aggregate;

(c) Comprehensive automobile liability insurance of not less than \$300,000.00.

7. **THIRD PARTY RIGHTS OR OBLIGATIONS.** No person or entity not a party to this Agreement shall have any third-party beneficiary or other rights under this Agreement.

8. **MAINTENANCE WARRANTY.** Developer hereby covenants and warrants that the ~~Additional Park Improvements~~~~public improvements~~ being constructed under this Agreement will be free from defective materials, construction defects, or defects in workmanship for a period of one (1) year following acceptance by the City of all required improvements. Developer shall also provide a maintenance bond, as depicted in Exhibit "F", in the amount of fifty percent (50%) of the costs of the ~~public improvements~~~~Additional Park Improvements~~ for such period. In the event of the maintenance or repair of a defect in the improvements during the initial guarantee period, the Developer shall provide a one-year extended maintenance guarantee in favor of the City for the entire defect area, with the one year period to commence upon completion of the maintenance or repair. The extended maintenance guarantee period shall be repeated until the defect within the affected area has been satisfactorily remedied. Notwithstanding any other provision in this Agreement, this paragraph shall survive the expiration of this Agreement.

9. **NOTICES.** All notices, communications and reports under this Agreement shall be either hand-delivered or mailed, postage prepaid in the United States Postal Service, to the respective parties at the respective addresses shown below, unless and until either party is otherwise notified in writing:

HORIZON CITY: Town of Horizon City
Attn: Mayor
14999 Darrington Rd.
Horizon City, TX 79928

Copy to: Town of Horizon City
Attn: Planning Director
14999 Darrington Rd.
Horizon City, TX 79928

DEVELOPER: Ranchos Real XV, LLC
Attn: Douglas A. Schwartz
6080 Surety Drive, Suite 300
El Paso, Texas 79905

10. **CUMULATIVE RIGHTS.** All remedies, either under this Agreement or at law or in equity or otherwise available to a party, are cumulative and not alternative and may be exercised or pursued separately or collectively in any order, sequence or combination. the City do not waive any rights, immunities, or defenses which either has or may have under law or in equity.

11. **GOVERNING LAW.** All questions concerning the validity, operation, and interpretation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be governed by the laws of the State of Texas. Venue shall be in El Paso County, Texas.

12. ASSIGNMENT. The Developer shall have the right to assign its rights and obligations in this Agreement. In the event that the Developer does assign its rights under this Agreement, the assignee shall execute an assignment agreeing that it will be responsible for all of the obligations of Developer, a copy of which shall be sent to the City.

13. RELATIONSHIP. It is expressly understood and agreed by and between the parties that Developer is not an officer, agent or employee of either the City and is not subject to the direct or continuous supervision and control of the City. The City and Developer acknowledge and agree that the parties have not formed, and are not hereby forming a partnership, joint venture or any other similar entity and this Agreement is not intended, and shall not be construed, to create any such entity or relationship.

14. CONSTRUCTION STANDARDS. All work performed by the Developer or its agents shall be done in a good and workmanlike manner in accordance with the City's codes and regulations and the City's Subdivision Regulations and Design Standards. Any contractor or consultant hired by the Developer shall have sufficient skills and experience to properly perform the work required of it and shall provide adequate supervision to assure competent performance of the work.

15. CONSTRUCTION CONTRACTS. Developer agrees to furnish the City a copy of each written agreement entered into with a contractor or consultant retained to complete the construction of the improvements the subject of this Agreement. All of the books and records related to the construction of the project shall be available for inspection by the City upon written request. All work performed by a contractor or consultant of the Developer will not under any circumstances, relieve the Developer of its responsibilities and obligations under this Agreement.

16. ENTIRE AGREEMENT. This Agreement embodies and constitutes the entire understanding between the parties with respect to the transactions contemplated herein, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement. This Agreement may not be modified except by an instrument in writing signed by all of the parties.

17. AUTHORIZED SIGNATURE. The person executing this Agreement on behalf of the Developer warrants to the City that the Developer is a duly authorized and existing limited partnership, that Developer is qualified to do business in the State of Texas, that Developer has full right and authority to enter into this Agreement, and that every person signing on behalf of Developer is authorized to do so.

EXECUTED in El Paso, El Paso County, Texas as of the Effective Date.

TOWN OF HORIZON CITY

By: _____

BAO

DRAFT

1-5-21

Ruben Mendoza, Mayor

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Bertha A. Ontiveros
Assistant City Attorney

Michelle Padilla, CNU
Planning Director

DEVELOPER

RANCHOS REAL XV, LLC

By: _____
Douglas A. Schwartz
Manager

BAO

DRAFT

1-5-21

Exhibit A
Developer Property

DRAFT

BAO

DRAFT

1-5-21

Exhibit B
Final Plat Approvals

DRAFT

BAO

DRAFT

1-5-21

Exhibit C
Cost Estimate and Total Costs

DRAFT

BAO

DRAFT

1-5-21

Exhibit D
Form of Performance Bond

DRAFT

BAO

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1-5-21

Exhibit E
Maintenance Bond

DRAFT

SUBDIVISION CONSTRUCTION AGREEMENT

1. **Parties.** The parties to this Subdivision Construction Agreement (the "Agreement") are RANCHOS REAL XV, LLC, a Texas limited liability company (individually and collectively, the "Subdivider") and the Town of Horizon City, Texas, (the "Town").
2. **Effective Date.** This Agreement is effective on the date the Town approves the final plat for the subdivision described in Paragraph 3 of this Agreement by the Town Council approval of the plat in accordance with Town Regulations (the "Effective Date").

Recitals

3. Subdivider is the owner of the land included in the proposed final subdivision plat of the subdivision, as shown in the Town's File Number (the "Subdivision") and described as Horizon Town Center, Unit #2, more particularly described by the metes and bounds description attached and incorporated into this Agreement as Exhibit A (the "Property"); and
4. Subdivider seeks authorization from the Town to subdivide the Property in accordance with the requirements imposed by Texas statute and the Town Rules, Regulations, and other requirements; and
5. Town Regulations require the completion of various improvements in connection with the development of the Subdivision to protect the health, safety, and general welfare of the community and to limit the harmful effect of substandard subdivisions; and
6. The purpose of this Agreement is to protect the Town from the expense of completing subdivision improvements required to be installed by the Subdivider; and
7. This Agreement is authorized by and consistent with state law and the Town Rules, Regulations, and other requirements governing development of a subdivision.

IN CONSIDERATION of the foregoing recitals and the mutual covenants, promises, and obligations by the parties set forth in this Agreement, the parties agree as follows:

Subdivider's Obligations

8. **Improvements.** The Subdivider agrees to construct and install, at Subdivider's expense, all subdivision improvements required to comply with Town orders, regulations, and policies governing subdivision approval, specifically including without limitation those improvements listed on Exhibit B attached and incorporated by reference into this Agreement (collectively, the Improvements, any of which is an "Improvement"). All Improvements shall be constructed in conformity to the Town requirements, procedures, and specifications,

pursuant to construction plans, permits, and specifications approved by the Town prior to commencement of construction, and subject to inspection, certification, and acceptance by the Town.

9. Completion. Unless a different time period is specified for a particular Improvement in Exhibit B, construction of all Improvements shall be completed no later than (2) years after the Effective Date (the "Completion Date"); provided, however, that if the Subdivider or the Issuer delivers to the Town no later than the Completion Date a substitute Bond satisfying the criteria established in Paragraph 11 and which has an expiration date no earlier than one year from the Completion Date, then the Completion Date shall be extended to the expiration date of that substitute Bond or any subsequent substitute Bond provided in accordance with this Paragraph. Upon completion of each of the Improvements, the Subdivider agrees to provide to the Town a complete set of construction plans for the Improvements, certified "as built" by the engineer responsible for preparing the approved construction plans and specifications.

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Notwithstanding the above, Exhibit B schedule permits the phased construction, completion and dedication of the Improvements, with the construction, completion and dedication date for the Park Improvements to be later than the remaining Improvements. The Town will permit the issuance of conditional building permits for a limited number of new residential structures following the completion and dedication of the remaining Improvements, but before the completion and dedication of the Park Improvements; provided, however, that the total number of permits may not exceed ~~45%~~ 50% ~~(since if park improvements will be constructed after all other street, drainage improvements)~~ of the total number of lots in the Subdivision, and the issuance of such residential construction permits is subject to the conditions set forth in Exhibit B.

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9.10. Warranty. The Subdivider warrants the Improvements constructed by Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees will be free from defects for a period of one (1) year from the date the Town accepts the dedication of a completed Improvement or group of Improvements (the "Warranty Period"), as such Improvement or group of Improvements is separately identified and listed on Exhibit B, except the Subdivider does not warrant the Improvements for defects caused by events outside the control of the Subdivider or the Subdivider's agents, contractors, employees, tenants, or licensees. The Subdivider agrees to repair any damage to the Improvements before and during the Warranty Period due to private construction-related activities. As a condition of the Town acceptance of dedication of any of the Improvements, the Town may require the Subdivider to post a maintenance bond or other financial security acceptable to the Town to secure the warranty established by this Agreement. If the Improvements have been completed but not accepted, and neither the Subdivider nor Issuer is then in default under this Agreement or the Bond, at the written request of the Subdivider or the Issuer the Town shall complete, execute, and deliver to the Issuer a reduction letter documenting that the Stated Amount has been reduced to an amount equal to the face amount of the maintenance bond or other financial security acceptable to the Town.

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10.11. Security. To secure the performance of Subdivider's obligations under this Agreement, Subdivider agrees to provide adequate financial guarantees of performance in

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the form of a surety bond acceptable to the Town, a cash deposit to be held by the Town in escrow, or an irrevocable Bond in the amount of _____ Dollars (\$_____) (the "Stated Amount"), which amount is the estimated total cost of constructing each of the Improvements as shown on Exhibit B. If a Bond is provided pursuant to this Agreement, it shall be in a standard form acceptable to this Agreement, it shall be in a standard form acceptable to the Town, shall have an expiration date no earlier than one year from the date of its issuance, and shall be issued by a financial institution having a rating equivalent to the minimum acceptable rating established under the Town or County financial institution rating system in effect at the time the initial Bond is issued pursuant to this Agreement (the "Issuer"). During the term of this Agreement and subject to the terms of Paragraph 22 of this Agreement, the Town may revise the standard form Bond it reasonably considers acceptable and necessary to secure the performance of Subdivider's obligations under this Agreement. A Bond satisfying the criteria of this Paragraph (and any substitute or confirming Bond) is referenced to in this Agreement as to the "Bond".

14.12. Reduction In Bond. After the acceptance of any Improvement, the amount which the Town is entitled to draw on the Bond shall be reduced by an amount equal to ninety percent (90%) of the Quoted cost of the accepted Improvement, as shown on Exhibit B. Upon completion of an Improvement, at the written request of subdivider or Issuer, and if neither the Subdivider nor Issuer is then in default under this Agreement or the Bond, the Town shall complete, execute, and deliver to the Issuer a reduction letter verifying the acceptance of the Improvement and documenting that the Stated Amount has been reduced by stating the balance of the Stated Amount remaining after the reduction required by the first sentence of this Paragraph. No later than sixty (60) days after its receipt of a written request to reduce the Stated Amount submitted by the Subdivider or the Issuer, the Town shall determine the Estimated Remaining Cost and shall complete, execute, and deliver to the Issuer a reduction letter documenting that the Stated Amount has been reduced to the Estimated Remaining Cost if the Town determines the Stated Amount exceeds the Estimated Remaining Cost. Notwithstanding the preceding sentence, the Town shall not be required to authorize reductions in the Stated Amount more frequently than every ninety (90) days. As used in this Paragraph, "Estimated Remaining Cost" means the amount the Town estimates to be the cost of completing all Improvements incomplete as of the time of such estimate.

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Town Obligations

13. Inspection and Certificate. The Town agrees to inspect Improvements during and at the time completion of construction and, if completed in accordance with the standards and specifications for such Improvements, to certify the Improvements as being in compliance with ~~County-Town~~ standards and specifications. The inspections and certifications will be conducted in accordance with standard Town policies and requirements. The Subdivider grants the Town, its agents, employees, officers, and contractors and easement and license to enter the Property to perform such inspections as it deems appropriate.

14. Notice of Defect. The Town will provide timely notice to the Subdivider whenever inspection reveals that an Improvement is not constructed or completed in accordance with the standards and specifications for health or safety, and the notice of defect includes a statement explaining why the defect creates such immediate and substantial harm, the cure

period may be shortened to no less than five (5) days and the Town may declare a default under this Agreement if not satisfied that the defect is cured after the cure period. Any cure period should be reasonable in relation to the nature of the default.

15. Use of Proceeds. The Town will disburse funds drawn under the Bond for the purposes of completing the Improvements in conformance with the Town requirements and specifications for the Improvements, or to correct defects in or failures of the improvements. The Subdivider has no claim or rights under this Agreement to funds drawn under the Bond or any accrued interest earned on the funds. All funds obtained by the Town pursuant to one or more draws under the Bond shall be maintained by the Town in an interest bearing account or accounts until such funds, together with accrued interest there on (the "Escrowed Funds"), are disbursed by the Town. The Town may disperse all or portions of the Escrowed Funds as Improvements are completed and accepted by the Town or in accordance with the terms of a written construction contract between the Town and a third party for the construction of Improvements. Escrowed Funds not used or held by the Town for the purpose of completing an Improvement or correcting defects in or failures of an Improvement, together with interest accrued thereon, shall be paid by the Town to the Issuer of the Bond no later than sixty (60) days following the Town's acceptance of the Improvement or its decision not to complete the Improvement using Escrowed Funds, whichever date is earlier.

16. Return of Excess Escrowed Funds. No later than sixty (60) days after its receipt of a written request from the Subdivider or the Issuer to return Excess Escrowed Funds to the Issuer, the Town shall disburse to the Issuer from the Escrowed Funds all Excess Escrowed Funds. For purposes of this Paragraph, "Excess Escrowed Funds" means the amount of Escrowed Funds exceeding one hundred ten percent (110%) of the estimated cost of constructing Improvements the Town intends to construct but which have not been accepted, as such cost is shown on Exhibit B. Notwithstanding the first sentence in this Paragraph, the Town shall not be required to disburse Excess Escrowed Funds more frequently than every ninety (90) days.

17. Conditions of Draw Security. The Town may draw upon any financial guarantee posted in accordance with Paragraph 11 upon the occurrence of one or more of the following events:

- a. Subdivider's failure to construct the Improvements in accordance with Paragraph 8 of this Agreement;
- b. Subdivider's failure to renew or replace the Bond at least forty five (45) days prior to the expiration date of the Bond;
- c. Subdivider's failure to replace or confirm the Bond if the Issuer fails to maintain the minimum rating acceptable to the Town in accordance with Paragraph 11 of this Agreement; or
- d. Issuer's acquisition of the Property or a portion of the Property, through foreclosure or an assignment or conveyance in lieu of foreclosure.

The Town shall provide written notice of the occurrence of one or more of the above events to the Subdivider, with a copy provided to the Issuer. Where a Bond has been provided as

the financial guarantee, with respect to an event described by subparagraph (a), the Town shall provide notice to the Subdivider and the Issuer of the specific default and the notice shall include a statement that the Town intends to perform some or all of Subdivider's obligations under Paragraph 8 for specified Improvements if the failure is not cured. The notice with respect to a default under subparagraph (a) shall be given no less than twenty (20) days before presentation of a draft on the Bond, unless, in the reasonable opinion of the Town, the failure creates an immediate and substantial harm to the public health or safety, in which case the notice shall state why the failure creates an immediate and substantial harm to the public health or safety, and shall be given no less than five (5) days before presentation of a draft on the Bond. In the event of a draw based on subparagraph (a), the Town shall be entitled to draw in the amount it considers necessary to perform Subdivider's obligation under Paragraph 8, up to the amount allocated according to Exhibit B for any Improvement it states its intent to construct or complete in accordance with the standards and specifications for such improvement. The Subdivider hereby grants to the Town, its successors, assigns, agents, contractors, and employees, a nonexclusive right and easement to enter the Property for the purposes of constructing, maintaining, and repairing such Improvements. Where a Bond has been provided as the financial guarantee, with respect to an event described by a subparagraph (b), (c), or (d), the notice shall be given no less than twenty (20) days before presentation of a draft on the Bond. In lieu of honoring a draft based on an event described in subparagraph (b) or (c), the Issuer of the Subdivider may deliver to the Town a substitute Bond if the event is described by subparagraph (b) or a described by subparagraph (c). If the Issuer has acquired all or a portion of the Property through foreclosure or an assignment or conveyance in lieu of foreclosure, in lieu of honoring a draft based on an event described in subparagraph (d), the Issuer may deliver to the Town a substitute or confirming Bond.

18. Procedures for Drawing on the Bond. The Town may draw upon the Bond in accordance with paragraph 18 by submitting a draft to the Issuer in compliance with the terms of the Bond governing such draft. The Bond must be surrendered upon presentation of any draft which exhausts the Stated Amount of such Bond. The Town may not draft under a Bond unless it has substantially complied with all its obligations to the Issuer under this Agreement and has property completed and executed the draft in strict accordance with the terms of the Bond.

19. Measure of Damages. The measure of damages for breach of this Agreement by the Subdivider is the reasonable cost of completing the Improvements in conformance with the Town requirements, procedures, and specifications. For improvements upon which construction has not begun, the estimated cost of the improvements shown on Exhibit B will be prima facie evidence of the minimum cost of completion; however, neither that amount nor the amount of the Bond establishes the maximum amount of the Subdivider's liability.

20. Remedies. The remedies available to the Town, the Subdivider, and Issuer under this Agreement and the laws of Texas are cumulative in nature.

21. Provisions for the Benefit of issuer. The provisions of Paragraphs of Paragraphs 9, 10, 11, 12, 15, 16, 17, 18, 20, 21, 22, 24, 25, 26, 27, 28, 29, 30, 31, and 35 of this Agreement

for the benefit of the issuer may not be modified, released, diminished, or impaired by the parties without the prior written consent of the Issuer.

22. Third Party Rights. No person or entity who or which is not a party to this Agreement shall have any right of action under this Agreement, nor shall any such person or entity other than the Town (including without limitation a trustee in bankruptcy) have any interest in or claim to funds drawn on the Bond and held in escrow by the Town in accordance with this Agreement. Notwithstanding the preceding sentence, the Issuer shall have a right of action to enforce any provision of this Agreement where the Issuer is specifically named as a beneficiary of such provision pursuant to Paragraph 22.

23. Indemnification. The Subdivider hereby expressly agrees to indemnify and hold the Town harmless from and against all claims, demands, costs, and liability of every kind and nature, including reasonable attorney's fees for the defense of such claims and demands, arising from any breach on the part of the Subdivider of any provision in this Agreement, or from any act or negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements. The Subdivider further agrees to aid and defend the Town if the Town is named as a defendant in an action arising from any breach on the part of Subdivider of any provision in this Agreement, or from any act of negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements, except where such suit is brought by the Subdivider. The Subdivider is not an employee or agent of the Town. Notwithstanding anything to the contrary contained in this Agreement, the Subdivider does not agree to indemnify and hold the Town harmless from any claims, demands, costs, or liabilities arising from any act or negligence of the Town, its agents, contractors, employees, tenants, or licensees.

24. No Waiver. No waiver of any provision of this Agreement will be deemed or constitute a waiver of any other provision, nor will it be deemed or constitute continuing waiver unless expressly provided for by a written amendment to this Agreement, nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent defaults of the same type. The failure at any time to enforce this Agreement or covenant by the Town, the Subdivider, or the Issuer, their heirs, successors or assigns, whether any violations thereof are known or not, shall not constitute a waiver of estoppels of the right to do so.

25. Attorney's Fees. Should either party or the Issuer, to the extend Issuer is named as specific beneficiary, be required to resort to litigation to enforce the terms of this Agreement, the prevailing party, plaintiff or defendant, shall be entitled to recover its costs, including reasonable attorney's fees, court costs, and expert witness fees, from the other party. If the court awards relief to both parties, each will bear its own costs in their entirety.

26. Assignability. The benefits and burdens of this Agreement are personal obligations of the Subdivider and also re binding on the heirs, successors, and assigns of the Subdivider. The Subdivider's obligations under this Agreement may not be assigned without the express written approval of the Town. The Town's written approval may not be withheld if the Subdivider's assignee explicitly assumes all obligations of the Subdivider under this

Agreement and has posted the required security. The Town agrees to release or reduce, as appropriate, the Bond provided by the Subdivider if it accepts substitute security for all or any portion of the Improvements. The Town in its sole discretion, may assign some or all of its rights under this Agreement, and any such assignment shall be effective upon notice to the Subdivider and the Issuer.

27. **Expiration.** This Agreement shall terminate upon the expiration of the approval of the proposed final plat of the Subdivision or if the Subdivision is vacated by the Subdivider.

28. **Notice.** Any notice required or permitted by this Agreement is effective when personally delivered in writing or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

if to Subdivider: _____

Attn: _____

if to Town: The Town of Horizon City
 14999 Darrington Road
 Horizon City, TX 79928 Attn:
 Ruben Mendoza, Mayor

if to Issuer: at Issuer's address shown on the Bond

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The parties may, from time to time, change their respective addresses listed above to any other location in the United States for the purpose of notice under this Agreement. A party's change of address shall be effective when notice of the change is provided to the other party in accordance with the provisions of this Paragraph.

29. Severability. If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or enforceability shall not affect the validity of any other part, term, or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of this Agreement.

30. Personal Jurisdiction and Venue. Personal jurisdiction and venue for any civil action commenced by either party to this Agreement or the Issuer, whether arising out of or relating to the Agreement or the Bond, will be deemed to be proper only if such action is commenced in District Court for **El Paso** County, Texas, or the United States District Court for the **Western** District of Texas, **Division**. The Subdivider expressly waives any right to bring such an action in or to remove such an action to any other court, whether state or federal. The Issuer, by providing a Bond pursuant to the terms of this Agreement, expressly waives any right to bring such an action in or to remove such an action to any other court, whether state or federal.

31. Release Upon Completion. Upon acceptance of all Improvements, the Town agrees: (a) to complete, execute and deliver to the Subdivider and the Issuer a release in recordable form releasing the Subdivider and Subdivider's heirs, successors and assigns, and the property from all provisions of this Agreement except those contained in Paragraph 10, and (b) to return to the Issuer the Bond and any Escrowed Funds not expended or obligated by the Town for the completion of the Improvements.

32. Captions Immaterial. The numbering, order, and captions or headings of the paragraph of this Agreement are for convenience only and shall not be considered in constraining this Agreement.

33. Entire Agreement. This Agreement contains the entire agreement between the parties and correctly sets forth the rights, duties, and obligations of each to the other as of the Effective Date. Any oral representatives or modifications concerning this Agreement shall be of no force or effect excepting a subsequent written modification executed by both parties.

34. Authorization to Complete Blanks. By signing and delivering this Agreement to the appropriate official of the Town, the Subdivider authorizes completion of this Agreement by filling in this Effective Date below.

35. Binding Agreement. The execution and delivery of this Agreement and the performance of the transactions contemplated thereby have been duly authorized by all necessary corporate and governmental action of the Town. This Agreement has been duly executed and delivered by each party, and constitutes a legal, valid, and binding obligation of each party enforceable in accordance with the terms as of the effective date. These

representations and agreements are for the benefit of the Issuer, and have been relied on by the Issuer in issuing the Bond.

EXECUTED by the parties to be effective as of the ____ day of _____, 20 ____.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

TOWN OFFICIAL: _____
Ruben Mendoza, Mayor

SUBDIVIDER: _____

[SIGNATURES OF THE PARTIES TO BE ACKNOWLEDGED]

ACKNOWLEDGEMENTS

THE STATE OF TEXAS

COUNTY OF EL PASO

This instrument was acknowledged before me on this ____ day of _____, 20____, 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 _____, 20____, by
_____, as _____ of _____.

Notary Public, State of Texas My

commission expires:

EXHIBITS:

EXHIBIT A: METES AND BOUNDS DESCRIPTION

EXHIBIT B: SUBDIVISION IMPROVEMENTS

Subdivision Improvements. Subdivider and Town agree the following improvements are required in connection with the approval and development of the Subdivision (collectively, the "Subdivision Improvements"). Subdivider agrees to deliver a financial guarantee acceptable in form and substance to the Town in an amount equal to the Estimated Cost of Completion listed below, as follows:

***Conditions Regarding Conditional Building Permits**

- 1) Per Town policy, the total number of conditional building permits may not exceed 15% of the total number of lots after the Subdivision plat has been approved but prior to the completion of the Improvements and inspection, dedication and acceptance by the Town for maintenance, and shall be subject to the Town's Conditional Building Permits (Early Start) Policy, adopted October __, 2016;
- 2) Following the dedication and acceptance of the Improvements by the Horizon Regional Municipal Utility District and the Town, with the exception of the Park

Improvements, the total number of conditional permits may be increased to an amount not to exceed 50% of the total number of lots in the Subdivision. [THIS APPLIES ONLY WHEN THERE ARE PARK IMPROVEMENTS THAT WILL BE CONSTRUCTED AFTER STREET, DRAINAGE AND OTHER REQUIRED IMPROVEMENTS]

- 3) Work done under any Conditional Building Permit cannot be concealed and shall remain open for inspection and can only proceed to the point where the next sequential inspection is required.
- 4) The financial security required in this Agreement shall be submitted and approved prior to commencement of construction under any conditional building permit.
- 5) No final Inspection will be performed nor will any Certificate of Occupancy be issued by the Building Official until all of the Improvements, including but not limited to the Park Improvements, have been completed, inspected, dedicated and accepted by the Town for maintenance.

SECTION B-1 FEES

A. GENERAL SUBDIVISION FEE. To cover general expenses related to processing subdivision, a subdivision fee will be charged prior to the preliminary plat approval. The subdivision fee shall be \$150.00, or \$5.00 per lot, whichever is greater.

B. ENGINEERING FEES. The Town shall be reimbursed for all Town engineering fees incurred for the required inspection, testing and approval of any subdivision. These fees shall be paid at the time they are incurred. Town engineering fees are as scheduled:

Sketch Plat Review \$ 50.00

Preliminary Plat Review \$100.00

Variance Request \$150.00

Engineering Report Review \$150.00

Construction Plans & Specification Review \$150.00

Note: 1. The Developer has the option of contracting the services of a certified testing laboratory, approved by the Town, to conduct all required testing. If this option is selected, the Developer shall be responsible for payment of all laboratory fees; promptly provide

copies of all test results to the Town Engineer; and pay a basic testing fee of \$100.00 to the Town prior to commencing construction.

2. In the event that the inspection and/or testing requirements involve specialized engineering review, the Town will retain the services of a Registered Professional Engineer to perform these services. The additional cost of the consulting engineering review shall be reimbursed to the Town by the Developer. If possible, estimates of the additional costs will be provided to the Developer prior to any special inspections and/or review.

C. VACATION AND REPLAT FEES. To cover general expenses related to processing, any replat, or vacation of plat shall require a fee of \$25.00 for each action.

D. METHOD OF PAYMENT. Fee shall be made payable to the Town of Horizon City, Texas. All fees, including Town engineering fees, shall be paid at the time of application for preliminary approval. Fees are non-refundable.

EXHIBIT C: BOND

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE TOWN OF HORIZON CITY, TEXAS, CHAPTER 6, HEALTH AND SANITATION, ARTICLE 3, TOBACCO PRODUCTS, TO ADD THE FOLLOWING: DIVISION 3.03, PUBLIC PLACES AND WORKPLACE SMOKING REGULATIONS TO PROHIBIT SMOKING OF TOBACCO PRODUCTS AND ELECTRONIC SMOKING; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; REPEALER; SEVERABILITY; PROPER NOTICE AND HEARING; THE PENALTY BEING AS PROVIDED HEREIN, CREATING A MISDEMEANOR PUNISHABLE BY A FINE NOT TO EXCEED \$500.00.

WHEREAS, the U.S. Surgeon General found in 2006 that involuntary exposure to tobacco smoke (“secondhand smoking”), also sometimes referred to as environmental tobacco smoke (“ETS”), causes disease and premature death in children and adults, increase the risk of sudden infant death syndrome, respiratory illnesses and slow lung growth, causes adverse effects on adults’ cardiovascular system resulting in coronary heart disease and lung cancer, and in 2010 further determined even occasional exposure and low level exposure lead to disfunction and inflammation in blood vessel lining leading to heart attacks and strokes;

WHEREAS, over 2.5 million nonsmokers have died of diseases related to secondhand smoke according to a 2014 US. Surgeon General report;

WHEREAS, establishing smoke-free workplaces is very effective in ensuring that secondhand smoke exposure does not occur in workplaces because ventilation and other air cleaning technologies are insufficient to control secondhand smoke and its effects, and peer reviewed studies show that smoke-free workplace policies do not have an adverse economic impact on hospitality industry;

WHEREAS, pursuant to Texas Local Government Code section 51.001, the Town has general authority to adopt an ordinance that is for the good government, peace or order of the Town and is necessary or proper for carrying out a power granted by law to the Town; and

WHEREAS, the City Council finds that it is necessary and proper for the good government, peace and order of the Town of Horizon City to adopt this Ordinance; and

WHEREAS, the City Council finds that the costs and fees provided for in this ordinance reflect the costs of issuing permits and providing the regulated services.

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

I. ENACTMENT OF AMENDMENTS

Pursuant to Sections 51.001 and 51.012 of the Texas Local Government Code, the City Council of the Town of Horizon City hereby enacts and adopts this Ordinance to amend Chapter 6 of the Municipal Code, which chapter regulates health and sanitation within the territorial limits of the Town of Horizon City and related matters, to amend Article 3, Division 3.03 relating to tobacco products on public property and in workplaces.

ARTICLE 3, TOBACCO PRODUCTS

DIVISION 3.03, PUBLIC PLACES AND WORKPLACE SMOKING REGULATIONS

Sec.3.03.001 Purpose.

The purpose of this chapter is to (1) improve and protect the public's health by eliminating smoking in public places and places of employment, and certain outdoor areas; (2) guarantee the right of nonsmokers to breathe smoke-free air; and, (3) recognize that the need to breathe smoke-free air shall have priority over the choice to smoke.

Sec. 3.03. 002 Definitions.

The following words and phrases, whenever used in this division, shall be construed as defined in this section:

"Bar" means an establishment or area which is devoted primarily to the serving of alcoholic beverages for consumption by guests on the premises and in which the serving of food or other products is only incidental to the consumption of such beverages. A "bar" includes those facilities located within a hotel, motel or other similar transient occupancy establishment, or a tavern, nightclub, cocktail lounge, cabaret, comedy club.

"Business" means any sole proprietorship, partnership, joint venture, corporation or other business entity formed for profit-making purposes, including retail establishments where goods or services are sold as well as professional corporations and other entities where legal, medical, dental, engineering, architectural or other professional services are provided.

"Commercial Center" means a planned and designed commercial development providing for the sale of general merchandise and/or convenience goods and services, including but not limited to a variety store, discount store or supermarket, a small cluster of convenience shops or services, or a regional commercial center that provides for the sale of general merchandise, apparel, furniture, home furnishings, and other retail sales and services in full depth and variety.

"Commercial Center Common Area" means an enclosed or semi-enclosed used by the general public such as a walkway, hall area, mall, or other common area that serves to connect retail or professional establishments.

"E-cigarette" or "e-hookah" means any electronic oral device or nicotine delivery device, such as one composed of a heating element, battery, and/or electronic circuit, which provides a vapor of nicotine or any other substance, and the use or inhalation of which simulates smoking. The term shall include any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, hookah pen or under any other product name or description.

"Employee" means any person who is employed by or engaged under contract by any employer in consideration for direct or indirect monetary wages or profit in exchange for services provided, and any person who volunteers his or her services for an employer as defined in this division.

"Employer" means any person, partnership, corporation, including a municipal corporation, or nonprofit entity which employs or contracts the services of one or more individual persons or uses the volunteer services of one or more individual persons.

"Enclosed area" means all space between a floor and ceiling which is enclosed on all sides by solid walls or windows (exclusive of door or passage ways) which extend from the floor to the ceiling, including all space therein screened by partitions which do not extend to the ceiling or are not solid, and including, but not limited to, a retractable divider, garage door, other physical barrier, whether temporary or permanent. The term does not include semi-enclosed areas or outdoor areas as defined in this code.

"Food establishment" means any food product or food service establishments, and any place where food is prepared and intended for individual portion service, and includes the site at which individual portions are provided. The term includes any such place regardless of whether consumption is on or off the premises and regardless of whether there is a charge for the food, including but not limited to mobile food establishment, outdoor market and child care, adult care facilities or health care facilities whether temporary, recurrent or seasonal. The term includes a commercial establishment in which food is manufactured, packaged, stored or distributed for human consumption. The term does NOT include private homes where food is prepared or served for individual family consumption.

"Mobile food establishment" means a vehicle-mounted food handling establishment designed to be readily movable.

"Outdoor market" means establishment that has obtained a permit for a year or less under the Town of Horizon Code at which seasonal sales of prepackaged non-potentially hazardous foods such as uncut fruits, vegetables and legumes is allowed on a temporary, recurrent or seasonal basis (but not permanent) either (a) on private property with written consent from the

owner or (b) on public property with written consent of the governmental entity with jurisdiction over such property. No foods may be sold, offered for sale or exposed for sale on any portion of the property that is located within one hundred feet of the closest edge of the paved portion of an arterial street. For the purpose of this section, "temporary" is a permitted one day event; "recurrent" is an permitted operation on Fridays, Saturdays, Sundays and national holidays as observed by the city; "seasonal" is a permitted special event for no more than five consecutive days over a period of no more than six consecutive months in conjunction with a regularly occurring event, on a weekly or monthly basis.

"Restaurant" means an establishment which sells prepared food for consumption on or off premises, including but not limited to fast food (food already prepared for consumption, packaged in paper, Styrofoam or similar materials, may include drive-in or drive-up facilities for ordering).

"Health care facility" means an office or institution providing care or treatment of diseases, whether physical, mental, or emotional, or other medical, physiological, or psychological conditions, including but not limited to, hospitals, rehabilitation hospitals or other clinics, including weight control clinics, nursing homes, long-term care facilities, homes for the aging or chronically ill, laboratories, and offices of physicians, chiropractors, physical therapists, psychiatrists, dentists, and all specialties within these professions. This definition shall include, but not be limited to, all waiting rooms, hallways, private rooms, semiprivate rooms, and wards within such health care facilities.

"Outdoor Area" means land areas that are not occupied by buildings, structures, parking areas, streets, or required yards which may be devoted to landscaping, preservation of natural features, patios, recreation area and facilities.

"Park" means city park and park facilities as set forth in the Town of Horizon City Code, Article 1.10, Parks and Recreation, as amended, namely, any property in the city that is designated, set aside or operated by the city for public recreational purposes, whether dedicated or developed as a park or not, or that is located in any street right-of-way and is maintained as public open space, including all buildings, recreation facilities, playgrounds, parking lots, driveways, pathways, [TRAILS??] and other areas within a park, to include scenic drive, and any sports pavilions, stadiums, amphitheaters or similar facilities owned or operated by the town. Designation of property as a city park pursuant to this subsection is solely for the purposes of identifying areas governed by this chapter and shall not be construed to be a dedication of any property as a park.

"Place of employment" means any enclosed area under the control of a public or private employer which employees normally frequent during the course of employment, including, but not limited to, work areas, employee lounges and restrooms, conference or meeting rooms, classrooms, employee cafeterias and hallways, or vehicle that is used in the conduct of business. A private residence is not a "place of employment" unless it is used as a child care, adult day

care or health care facility or there is an employee present other than the occupant of the residence.

"Playground" means any park or recreational area that is designed in part to be used by children and that has play or sports equipment installed or that has been designated or landscaped for play or sports activities, or any similar facility located on public or private school grounds or on city property.

"Private club" means an organization, whether incorporated or not, which is the owner, lessee, or occupant of a building or portion thereof used for club purposes, which is operated solely for a recreational, fraternal, social, patriotic, political, benevolent, or athletic purpose, but not for monetary gain, and which only sells alcoholic beverages incidental to its operation. The affairs and management of the organization are conducted by a board of directors, executive committee, or similar body chosen by the members at a duly held meeting and has established bylaws and/or a constitution to govern its activities, and has been granted an exemption from the payment of federal income tax as a club under 26 U.S.C. Section 501.

"Private place" means any enclosed area to which the members of the general public are not invited or in which the public is not permitted, including but not limited to, personal residences; private clubs or personal automobiles used for personal use. A privately-owned business, open to the public, is not a "private place."

"Retail tobacco store and smoking establishment" means a retail store or establishment utilized primarily for the sale and use of tobacco and smoking products and accessories and in which the sale of other products is merely incidental.

"Restaurant" means any eating establishment, including but not limited to, coffee shops, cafeterias, sandwich stands, private and public school cafeterias, which gives or offers food for sale to the public, guests or employees, as well as kitchens and catering facilities in which food is prepared on the premises for serving elsewhere. The term "restaurant" shall include a bar area within the restaurant.

"Semi-enclosed Area" means an outdoor area which is enclosed only on one or more sides but is open to the outdoors, open space or air, including a patio, hallway, etc.

"Service line" means any indoor or outdoor line at which one or more persons are waiting for or receiving service of any kind, whether or not such service involves the exchange of money.

"Smoking" means inhaling, exhaling, burning or carrying any lighted or heated cigar, cigarette, pipe, e-cigarette, e-hookah, weed, plant or combustible substance in any manner or in any form, including any device that allows for combustion or conduction of a product for the purpose of inhaling smoke or vapor.

"Sports facilities" means gymnasiums, health spas, boxing arenas, swimming pools, roller and ice rinks, bowling alleys and other similar places where members of the general public assemble either to engage in physical exercise or activities, participate in athletic competition, or witness sporting events, whether enclosed indoors or outdoors, but not a private club or private place.

Section 3.03.010 - Prohibition of smoking in public places.

- (a) Smoking shall be prohibited in all enclosed areas of public places within the city, and within twenty feet of the entrance of such places, including, but not limited to, the following; except, for certain city facilities, those specified outdoor areas specifically designated as smoking areas by the city's mayor, chief administrative officer or designee or unless certain areas are designated by property owner as smoking area in accordance with Section 3.03.030:
1. Bars and billiard halls.
 2. Buses, enclosed or semi-enclosed bus stops, bus terminals, taxicabs, shuttle vehicles, or and other transit facilities and means of public transit under the authority of the city (except for city property to which the city has contractually released a leasehold interest), as well as ticket, boarding, and waiting areas of all transit facilities;
 3. Business enclosed areas, including, but not limited to, those of nonprofit entities, retail, restaurants, food establishments, etc.
 4. Child care and adult day care facilities.
 5. Elevators;
 6. Food establishments;
 7. Galleries, libraries, and museums;
 8. Health care facilities;
 9. Lobbies, hallways, and other common areas in apartment buildings, condominiums, trailer parks, retirement facilities, nursing homes, and other multiple-unit residential facilities, whether enclosed, semi-enclosed or open spaces, and subject to Section Sec. 3.03.012.
 10. Public places
 11. Restaurants and food establishments
 12. Retail stores and shopping common areas;
 13. Restrooms, lobbies, reception areas, hallways and any other common-use areas;
 14. Service lines;
 15. Sports facilities;
 16. Any facility which is primarily used for exhibiting any motion picture, stage, drama, lecture, musical recital or other similar performance, except that performers may smoke when the smoking is part of a stage production;

17. Every room, chamber, place of meeting or public assembly, including school buildings and other public agency under the control of any board, council, commission, committee, including joint committees, or agencies of the city, to the extent such place is subject to the jurisdiction of the city or which the public agency has designated as a non-smoking area;
 18. Similar areas available and customarily used by the general public in business and non-profit entities patronized by the public, including, but not limited to, professional offices, banks, laundromats, bingo halls, billiard halls, polling places, etc.
- (b) All ashtrays and other smoking paraphernalia shall be removed from any area by the owner, operator or manager or other person having control of the area where smoking is prohibited.

Section 3.03.011 Prohibition of smoking in places of employment.

- (a) Except as herein provided, smoking shall be prohibited in every place of employment.
- (b) It shall be the responsibility of employers to provide a smoke-free workplace for all employees.

Sec. 3.03.012 Additional declaration of establishments as non-smoking.

- (a) Notwithstanding any other provision of this division, any owner, operator, manager or other person who controls any establishment, facility or outdoor area may declare that the entire establishment, facility or outdoor area is a nonsmoking place. Smoking shall be prohibited in any place in which a sign conforming to the requirements of Section 3.03.040 is posted.
- (b) Every room, chamber, place of meeting or public assembly, including school buildings and other public agency under the control of any board, council, commission, committee, including joint committees, or agencies of the city, to the extent such place is subject to the jurisdiction of the city, or the public agency voluntarily establish local cooperating procedures in cooperation and compliance with this division.

The city shall **PERIODICALLY?** request other governmental agencies and educational institutions having facilities within the city limits to establish local cooperating procedures in cooperation and compliance with this division. This includes urging all federal, state, county, school districts, and special districts such as water or fire districts to update their existing smoking control regulations to be consistent with current health findings regarding secondhand smoke.

3.03.020 - Application of article to certain city-owned facilities.

Except for those outdoor areas designated as smoking areas by the mayor, chief administrative officer or designee, all city-owned enclosed areas and city-owned outdoor facilities, not subject

to a leasehold interest provided to a non-city person or entity, shall be non-smoking at all times, including, but not limited to, the following places:

- (a) Parks and playgrounds.
- (b) In and within _____ feet from the entrance of all outdoor public transportation facilities under the authority of the city [TWENTY? TWENTY-FIVE?]
- (c) Within _____ feet from outside entrances, operable windows and ventilation systems of enclosed areas where smoking is prohibited so as to ensure tobacco smoke does not enter those areas
- (d) Parking lots.

Section 3.03.030 Places Where Smoking Is Not Regulated - Private and public places.

- (a) Notwithstanding any other provision of this chapter to the contrary, the following areas shall not be subject to the smoking restrictions of this chapter:
 - 1. Private residences, except when used as a child care, adult day care or health care facility;
 - 2. No more than twenty-five percent of hotel and motel rooms rented to guests;
 - 3. Retail tobacco stores and smoking establishments in isolated or contained physical facilities with isolated venting and air controls;
 - 4. Outdoor areas
 - 5. Semi-enclosed areas or outdoor areas of restaurants and bars designated as smoking areas by the business owner
 - 6. Outdoor places of employment except those city owned facilities designated in Section 3.03.020.
 - 7. Retail tobacco stores, provided however that smoke from these places do not infiltrate into areas where smoking is prohibited.
 - 8. Outdoor areas designated as smoking areas by the mayor, chief administrative officer or designee for certain city facilities.

Section 3.03.040 Signs, Posting of signs.

- A. The owner, manager or other person having control of such building or other area where smoking is prohibited by this chapter shall have a conspicuously posted sign at each entrance clearly stating that smoking is prohibited within the building or other areas where smoking is prohibited.
- B. Such "No Smoking" signs shall have bold lettering of not less than one inch in height, or the international "No Smoking" symbol (consisting of a pictorial representation of a burning cigarette enclosed in a circle with bar across it) may be used.

Sec. 3.03.050 Enforcement.

- A. Enforcement of this chapter shall be implemented by the city code enforcement, and the city's police department. The city may enter into an interlocal agreement to have local fire agencies other governmental entities enforce this ordinance.
- B. Any person may register a complaint under this chapter to initiate enforcement with the city's department of planning, code enforcement division, or the city's police department.
- C. It shall be an affirmative defense to prosecution of an owner, manager or other person having control of an establishment regulated by this chapter if the owner, manager or other person having control of an establishment regulated by this chapter asks a smoker to stop smoking and if the smoker does not cease smoking inside that establishment regulated by this chapter, the owner, manager or other person having control of an establishment regulated by this chapter shall place a no smoking sign on the table and shall contact the departments identified in this code.

Sec. 3.03.060 Nonretaliation.

No person nor employee shall discharge, refuse to hire or in any manner retaliate against any employee, applicant for employment or customer because such employee, applicant or customer exercises any right to a smoke free environment afforded by this chapter.

Section 3.03.070 Violations and penalties.

- (a) It shall be unlawful for an owner, manager or other person having control of an establishment regulated by this chapter to fail to comply with all of its provisions, except for violations noted in Section 3.03.070(b).
- (b) It shall be unlawful for any person to smoke in any area where smoking is prohibited by the provisions of this chapter.
- (c) Any person who violates any provision of this chapter shall be guilty of an infraction, punishable by:
 - 1. Any person who violates any provision of this chapter shall be guilty of an infraction punishable by a fine not exceeding one hundred dollars (\$100.00);
 - 2. Any person who violates any provision of this chapter within one year of receiving a fine under this Section 3.03.70(c)(1), shall be guilty of an infraction punishable by a fine not to exceed two hundred dollars (\$200.00);
 - 3. Any person who violates any provision of this chapter within one year of receiving a fine under this Section 3.03070 (c)(2), shall be guilty of an infraction punishable by a fine not to exceed five hundred dollars (\$500.00).

Sec. 3.03.100 Other applicable laws.

This division shall not be interpreted nor construed to permit smoking where it is otherwise restricted by other applicable laws.

II. FINDINGS OF FACT

That this ordinance was duly enacted with all requisites and formalities incident thereto the enactment of ordinance, and such is evidenced by the signatures below; and further that the foregoing recitals are incorporated into this ordinance by reference as findings of fact as if expressly set forth herein.

III. REPEALER

All ordinances, resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the effect of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

IV. 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.

V. EFFECTIVE DATE

This ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect 60 days from and after the date of its final passage and adoption.

VI. PROPER NOTICE AND MEETING

It is 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, Texas Local Government Code and the Charter of the Town of Horizon City, Texas.

PASSED AND APPROVED this the ____ day of _____, 2021, by a vote of __ (ayes) to __ (nays) to __ (abstentions) of the City Council of Horizon City, Texas.

Town of Horizon City

Ruben Mendoza, Mayor

ATTEST:

Elvia Schuller, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Bertha A. Ontiveros
Assistant City Attorney

Michelle Padilla, AICP, CNU-A
Planning Director

First Reading: 2/9/2021

Second Reading: 3/9/2021

TOWN OF HORIZON CITY, TEXAS**ORDINANCE NO. _____**

AN ORDINANCE CALLING A SPECIAL ELECTION TO BE HELD IN THE TOWN OF HORIZON, TEXAS ON MAY 1, 2021, THE TEXAS GENERAL ELECTION DAY (CONSTITUTIONAL), TO SUBMIT A PROPOSITION ON THE REAUTHORIZATION OF THE LOCAL SALES AND USE TAX AT THE RATE OF ONE-FORTH (1/4) OF ONE PERCENT (1%) TO CONTINUE PROVIDING REVENUE FOR MAINTENANCE AND REPAIR OF MUNICIPAL STREETS; MAKING PROVISION FOR THE CONDUCT OF SUCH ELECTION; RESOLVING OTHER MATTERS INCIDENT AND RELATED TO SUCH ELECTIONS; PROVIDING FOR INVALIDITY, PROPER NOTICE AND PUBLIC MEETING, AND AN EFFECTIVE DATE. THE TAX WILL EXPIRE ON THE FOURTH (4TH) ANNIVERSARY OF THE DATE OF THE ELECTION UNLESS THE IMPOSITION OF THE TAX IS REAUTHORIZED.

WHEREAS, an election was held on November 2, 2010 to authorize the City Council ("Council") of the Town of Horizon City, Texas ("City") to levy and collect a sales and use tax within the City under provisions of Chapter 327, as amended, Texas Tax Code ("Act") for the maintenance and repair of municipal streets, which sales tax was extended pursuant to state law on May 6, 2017.

WHEREAS, the City Council ("Council") of the Town of Horizon City, Texas ("City") hereby finds and determines that an election should be held to determine whether to reauthorize the Council to levy and collect a sales and use tax within the City under provisions of Chapter 327, as amended, Texas Tax Code ("Act") for the maintenance and repair of municipal streets; and

WHEREAS, the City intends to hold a special election in conjunction with the May 1, 2021 Texas General Election (Constitutional); and

WHEREAS, in accordance with the requirements of the Act, the combined rate of all local sales tax and use taxes imposed by the City and other political subdivisions having territory in the City and will not exceed two percent (2%); and

WHEREAS, the Council hereby finds and determines that the holding of this election on the aforementioned date is in the best interest of the citizens of the Town of Horizon City.

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

SECTION 1. PROPOSITION

That in compliance and in accordance with the laws and the constitution of the State of Texas, an election shall be held on the 1st day of May, 2021, the same day as the 2021 Texas General Election (Constitutional), in the Town of Horizon City, Texas which date is not less than fifteen (15) nor more than ninety (90) days from the date of the adoption of this ordinance (“Ordinance”) for the purpose of submitting the following proposition to the qualified voters of the City:

PROPOSITION

THE REAUTHORIZATION OF THE LOCAL SALES AND USE TAX IN THE TOWN OF HORIZON CITY, TEXAS AT THE RATE OF ONE-FOURTH (1/4) OF ONE PERCENT (1%) TO CONTINUE PROVIDING REVENUE FOR MAINTENANCE AND REPAIR OF MUNICIPAL STREETS.

PROPUESTA

LA REAUTORIZACIÓN DEL IMPUESTO DE VENTAS Y USO LOCALES EN LA CIUDAD DE HORIZON CITY, TEXAS A RAZÓN DE UN-CUARTO (1/4) DE UN PORCIENTO (1%) PARA CONTINUAR PROPORCIONANDO INGRESOS PARA EL MANTENIMIENTO Y LA REPARACIÓN DE LAS VÍAS PÚBLICAS DEL MUNICIPIO.

SECTION 2. CONTRACT WITH ELECTIONS DEPARTMENT

The joint election agreement and contract between El Paso County Elections Department and the Town of Horizon City (the “Contract”), shall be incorporated herein for all purposes, and the Mayor or his designee is authorized to finalize and execute any such Contract. In the event of a conflict between this Ordinance and such Contract, the Contract shall control.

SECTION 3. CONDUCT OF ELECTIONS

- A. The City Clerk, together with the El Paso County Elections Administrator, shall cause the official ballot to be prepared in said election.
- B. The El Paso County Elections Administrator will conduct this election as a joint election with El Paso County.

- C. That the polls shall be kept open from 7:00 a.m. until 7:00 p.m. on the day of the election, and at such election, all qualified voters in the Town are authorized to vote for or against the Proposition, with due return being made to the Council showing the number of votes cast for and against the Proposition.
- D. That electronic voting machines, as certified for use by the El Paso County Elections Administrator, shall be used for voting at the regular polling places in such election, and for the casting of early ballots by persons voting early by personal appearance.

SECTION 4. ELECTION JUDGES

The Presiding Election Judge and Alternate Presiding Election Judge shall be appointed as indicated in the Contract and authorized by Chapter 271 of the Texas Election Code.

SECTION 5. EARLY VOTING AND DESIGNATED CLERK, POLLING PLACES, TIMES

That Lisa Wise, County Elections Administrator, is designated and shall be the early voting clerk for said election. Early voting by personal appearance shall commence Monday, April 19, 2021 and shall continue until Friday, April 27, 2021. The County Courthouse, 500 E. San Antonio, El Paso, Texas, is hereby designated as the main early voting polling place for said election. In addition, early voting may also occur at such branch early voting polling places as are designed herein or otherwise designated by the El Paso County Elections Administrator and for which notice is given, and early voting on Saturday and Sunday is ordered. The City Clerk is authorized to revise or add exhibits to this Resolution and to the Order of Election designating these early voting locations and times for voting as are established or revised by the El Paso County Elections Administrator.

That the polling places located in the Town of Horizon City for this election shall at a minimum be as follows:

PRECINCT	LOCATION	ADDRESS
158	Horizon Heights Elementary School	13601 Ryderwood Ave.
168	Desert Hills Elementary School	300 N. Kenazo Dr.
169	Carroll T. Welch Intermediate School	14510 McMahon Ave.
180	Desert Wind Pre K-8 School	1100 Colina De Paz Dr.

Pursuant to Section 43.007 of Texas Election Code, the County of El Paso has established a countywide polling place program and voters may vote at any of the Polling Places designated by the El Paso County Elections Administrator pursuant to state law.

On at least two weekdays during the early voting period, the location for early voting shall be open for at least twelve (12) hours as mandated by state law. Early voting by personal appearance will be conducted on the following days and times:

From Monday, April 19, 2021 through Friday, April 23, 2021, from 8:00 a.m. to 5:00 p.m.

On Saturday, April 24, 2021 to Sunday, April 25, 2021, from 12:00 p.m. (noon) to 5:00 p.m.

On Monday, April 26, 2021 and Tuesday, April 27, 2021, from 7:00 a.m. to 7:00 p.m. (designated dates for extended hours)

Early voting by personal appearance will be conducted at the primary early voting location in Horizon City, at:

OZ GLAZE SENIOR CENTER, 13969 Veny Webb, Horizon City, Texas,

and at any other place as shall be designated by the County Elections Administrator and for which notice is given by the City Clerk.

SECTION 6. EARLY VOTING BY MAIL

The Elections Administrator shall be responsible for the Early Voting applications and ballots. Applications for early voting ballot by mail may be delivered to: El Paso County Early Voting Clerk, El Paso County Courthouse, 500 E. San Antonio, El Paso, Texas or, if by use of a contract carrier, applications can be delivered to: El Paso County Early Voting Clerk, 500 E. San Antonio, Lower Level, Ste. L115, El Paso, TX 79901, 79901, no later than the close of regular business in the Early Voting Clerk's office, or 12 noon, whichever is later on the **11th day** before the date of the Election or as may otherwise be required by law. The City Clerk is hereby directed to forward applications and ballots that are received by her to the Elections Administrator.

SECTION 7. BALLOTS

The official ballots shall be prepared in accordance with the Texas Election Code, as amended, so as to permit electors to vote "FOR" or "AGAINST" the aforesaid proposition, which shall appear on the ballot substantially as follows:

**"THE REAUTHORIZATION OF THE LOCAL SALES AND USE TAX
IN THE TOWN OF HORIZON CITY, TEXAS, AT THE RATE OF ONE-
FOURTH (1/4) OF ONE PERCENT (1%) TO CONTINUE PROVIDING
REVENUE FOR THE MAINTENANCE AND REPAIR OF MUNICIPAL
STREETS."**

“LA REAUTORIZACIÓN DEL IMPUESTO DE VENTAS Y USOS LOCALES EN LA CIUDAD DE HORIZON CITY, TEXAS A RAZÓN DE UN-CUARTO (1/4) DE UN PORCIENTO (1%) PARA CONTINUAR PROPORCIONANDO INGRESOS PARA EL MANTENIMIENTO Y LA REPARACIÓN DE LAS VÍAS PÚBLICAS DEL MUNICIPIO.”

SECTION 8. QUALIFIED ELECTORS

All resident qualified electors of the City shall be permitted to vote at said election and, on the day of the election, such electors shall vote at the polling place designated for the Election Precinct.

SECTION 9. ELECTION NOTICE

A proper notice of this election, including a Spanish translation thereof, shall be posted not later than the 21st day before the election on the bulletin board used for posting notices of meetings of the City Council and shall also be published at least once and not earlier than the 30th day nor later than the 10th day before the election in a newspaper of general circulation in the Town of Horizon City.

SECTION 10. NECESSARY EXPENDITURES

All expenditures necessary for the conduct of the election, the purchase of materials therefore, and the employment of all election officials are hereby authorized, and shall be conducted in accordance with the Contract and the Code.

SECTION 11. RECITALS INCORPORATED

The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the Council.

SECTION 12. CONFLICTING ORDINANCES OR RESOLUTIONS

All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provisions 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 ordained herein.

SECTION 13. INVALIDITY

If any provisions of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City

Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 14. PROPER MEETING

It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 15. EFFECTIVE DATE

This Ordinance shall be in force and effect from and after the date of its adoption, and it is so ordained.

PASSED AND ADOPTED this, the ____ day of February, 2021.

Town of Horizon City

By: _____

Ruben Mendoza, Mayor

ATTEST:

By: _____

Elvia Schuller, City Clerk

APPROVED AS TO FORM:

Bertha A. Ontiveros, Asst. City Attorney

First Reading: 1/25/2021

Second Reading: 2/9/2021



MEMORANDUM



TO: Mayor Mendoza & City Council Members
FROM: Police Chief Mike McConnell
DATE: January 28, 2021
RE: Grant Application and Resolution for Communications Equipment

Project Background

With the new police facility upcoming construction, it is time to consider replacing the dispatching communication equipment. While the radio tower was included in the building's cost, the radio dispatching equipment was not. We currently have 5 Motorola radio dispatching consoles; however, this hardware is approaching end-of-life. We must consider replacement options. Additionally, these radio consoles are the lowest tier public safety consoles and are not considered a robust dispatch solution for a public safety dispatch. Considering we have this once-in-a-lifetime opportunity to move into a newly constructed police facility, it is most efficient to also include new radio dispatching equipment and workstations at the same time.

The cost of the equipment, installation, and implementation for the five dispatching consoles is \$734,573. This does not include the cost of the dispatch furniture, which is an additional \$100,000. I will be seeking funding through the El Paso County 911 District for that part of the project. Built into the above-listed cost, an installation cost of \$383,298 includes placing all of the antennas on the tower, installing coax, configuring the equipment, optimization, and training.

If we were to move our old equipment to the new building, this would require many of the same installation costs including new antennas and coax. We would then be left with an older system placed in a new building, which is not recommended.

With the assistance of the Rio Grande Council of Government, we were able to find two potential grant sources for the equipment. We discovered that this project's ideal grant source is not funded this year because that grant is funded by statewide court fees. In

addition, due to COVID-19, there are no funds. We were able to locate a secondary grant that does have funding; however, this is a competitive nationwide grant.

Request

We present this request for the City Council to approve the Far West Texas: Responding to Intel & Information Sharing & Interoperability Enhancement Project. For this grant, there are no matching funds required. We are applying for the entire dollar amount of \$734,573.

Recommendation

Discussion and Action: On the approval to authorize the Mayor to sign the Far West Texas: Responding to Intel & Information Sharing & Interoperability Enhancement Project - FY21 State Homeland Security Program (SHSP) resolution.
(Mayor/Chief McConnell)

RESOLUTION
OFFICE OF THE GOVERNOR, HOMELAND SECURITY GRANTS DIVISION
FY21 STATE HOMELAND SECURITY PROGRAM (SHSP)

WHEREAS, The Town of Horizon City finds it in the best interest of the citizens of Town of Horizon City to submit the grant application titled "Far West Texas: Responding to Intel & Information Sharing & Interoperability Enhancement Project" to the Office of the Governor and be operated in the Fiscal Year 2021; and

WHEREAS, The Town of Horizon City agrees that in the event of loss or misuse of the Office of the Governor funds, the Town of Horizon City assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, The Town of Horizon City designates the Mayor as the grantee's Authorized Official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the Town of Horizon City approves submission of the grant application titled "Far West Texas: Responding to Intel & Information Sharing & Interoperability Enhancement Project" to the Office of the Governor.

Adopted on this 9th day of February 2021.

Ruben Mendoza
Mayor
Horizon, Texas

ATTEST:

Elvia Schuler
City Clerk
Horizon City, Texas

Grant Number 4259601

TOWN OF HORIZON CITY POLICE DEPARTMENT

MCC 7500 DISPATCH CONSOLES

DECEMBER 11, 2020

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Motorola Solutions, Inc.
3332 E. Broadway Road
Phoenix, AZ 85040

December 11, 2020

Michael McConnell, CPM, PhD
Police Chief
Town of Horizon City
14999 Darrington
Horizon City, TX 79928

Subject: Horizon Police Department MCC7500 Public Safety Solution

Dear Chief McConnell:

Motorola Solutions, Inc. ("Motorola") is pleased to have the opportunity to provide The Town of Horizon City Police Department with quality communications equipment and services. The Motorola project team has taken great care to propose a solution that will provide exceptional value.

To address the functional and operational specifications of this solicitation, Motorola's solution includes a combination of hardware, software, and services. Specifically, Motorola has proposed the following:

- (5) MCC7500 Mission Critical Consoles
- (1) K-Core
- (6) 700/800 Consolettes
- (4) VHF Consolettes (Replace existing mobile in the tray radios)
- RF Site and Alarm
- Antenna and Spares
- Installation and Optimization

Motorola's proposal is subject to the terms and conditions of the State of Texas DIR Contract # DIR-TSO-4101. To accept this proposal, the City may issue a purchase order to Motorola containing the following language: "This purchase is placed against and is subject to the terms and conditions of the State of Texas DIR Contract # TSO-4101 and Motorola's proposal dated October 30, 2020. This proposal will remain valid until February 28, 2020."

We would also be pleased to discuss any concerns you might have regarding this proposal. Any questions may be directed to Manny Barreras, Motorola Account Manager at 505-850-8194 or Manny.Barreras@motorolasolutions.com.

We thank you for the opportunity to furnish The Town of Horizon with "best in class" solutions and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,
MOTOROLA SOLUTIONS, INC.



Carrie Hemmen
MSSI Vice President & Director Sales

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SECTION 1

SYSTEM DESCRIPTION

1.1 MCC 7500 DISPATCH

Motorola Solutions has developed this proposal for Horizon PD to replace the existing five MIP 5000 consoles with five MCC 7500E dispatch consoles.

To interface to existing ESD 1, ESD 2, and Horizon users, Motorola has included ten consolettes in this proposal. Six of the consolettes are configured as 700/800 MHz and four of them are configured as VHF. The VHF APX 7500 Consolettes will replace existing mobile in a tray radios, and will connect to the existing control station combiner. New antennas and lines have been included for the VHF antenna system to be installed on the new tower. A new combiner, antenna and lines are included for the 7/800MHz consolettes. Conventional Channel Gateways (CCGWs) have been proposed to interface the consolettes and the voting system to the dispatch consoles.

Motorola has proposed the Unified Event Manager (UEM) Lite application to monitor all environmental alarms and Motorola equipment. SDM 3000 have been provided at the voting sites to add the ability to monitor environmental alarms and the equipment at these sites. Motorola has included a router and switch for the sites to bring the SDM data back to the UEM Lite at the core utilizing a microwave network not included in this proposal. The site links between the voting sites and the Dispatch center are to be provided by Horizon.

Motorola has included 22" monitors for the operator positions Motorola included the following peripherals per OP position; two speakers, one microphone, two headset jacks and one dual pedal footswitch.

Unified Event Manager (UEM) Lite was included with the K-Core. The UEM Lite provides alarms for the Motorola equipment. This allows the customer to see if a piece of equipment is having a power failure or if a piece of equipment is off line. This will help Horizon PD be able to monitor the system to make sure that it is functioning correctly.

1.2 PROPOSED EQUIPMENT

The proposed console will interface seamlessly with Horizon PD ASTRO® 25 system.

The proposed solution offers Horizon five (5) dispatch positions. The figure titled "MCC 7500E Dispatch Position" shows an MCC 7500E operator position.





Figure 1-1: MCC 7500E Dispatch Position provides a small form factor, familiar GUI, and advanced features.

1.3 EMBRACING INTEROPERABILITY AND INTEGRATION

Motorola Solutions is an active participant in establishing P25 standards for interoperability. The proposed console is a key component for the interoperability of the ASTRO 25 system. When a situation requires coordination between multiple agencies, the proposed dispatcher can patch together Mutual Aid radios and required subscribers on the ASTRO 25 system (see the figure titled "Mutual Aid Components").

Incident conversations are seamless from the moment of the patch initiation and can be recorded like any talkgroup conversation within the Land Mobile Radio (LMR) network. The dispatcher can also take part in and monitor conversations for the duration of the incident, as necessary.

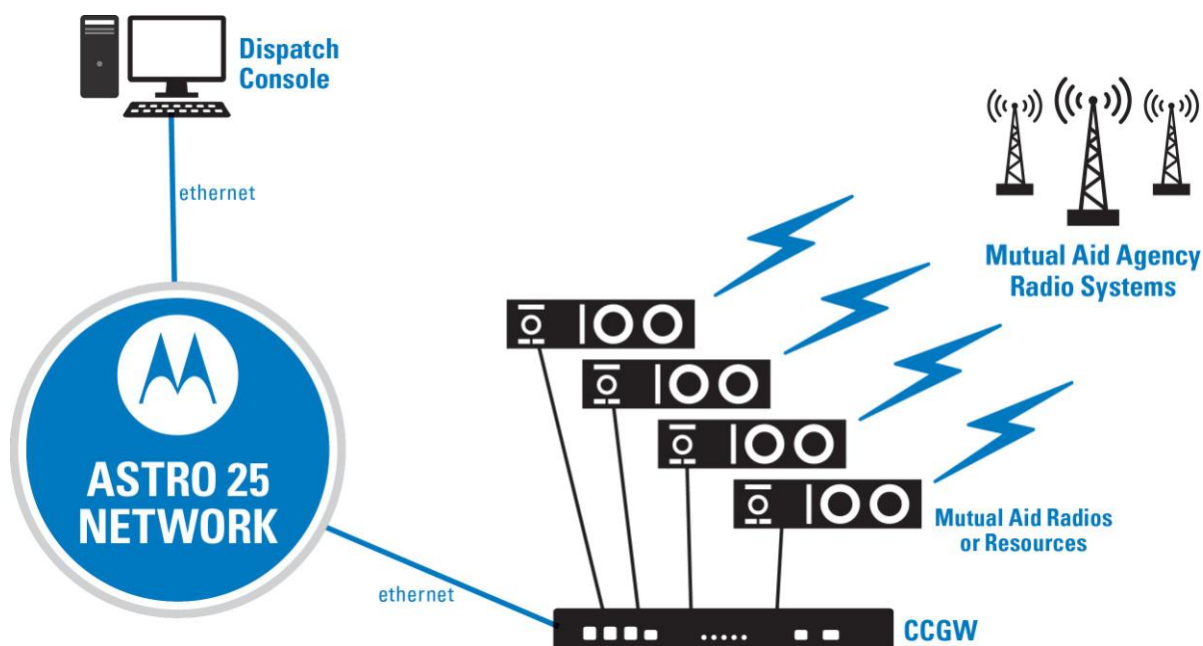


Figure 1-2: Mutual Aid Components - Mutual Aid agency radio systems connect to the ASTRO 25 network through a CCGW.

1.3.1 Integration with the ASTRO 25 Network

The proposed dispatch console seamlessly integrates into Horizon PD's ASTRO 25 system without interface boxes, digital voice gateways, or backroom electronics for an integrated, mission-critical network. This tight union between radio infrastructure and console equipment has several operational benefits to Horizon City Police Department.

The physical space to accommodate the proposed console is comparable to that required for a personal computer. The console can access both trunked talkgroups and conventional radio channels over the same network. This architecture reduces overall transport costs and the need for duplicate fixed network equipment.

1.3.2 Conventional Base Station Interfaces

The proposed consoles access and control Horizon PD's analog and digital conventional base stations through the use of Enhanced Conventional Channel Gateways (ECCGW). The console processes audio received from the station and controls various features on the stations, such as frequency selection, private line selection, and repeater on/off.

Additionally, the ECCGWs allow for recovery of MDC 1200 and digital signaling, such as unit ID and emergency alarm.

1.4 MAKING CONSOLES EASY TO OPERATE

Motorola Solutions designs its proposed console to provide mission-critical audio between the dispatcher and users in the field. It is optimized for real-time audio, prioritizing emergency calls over other traffic, and minimizing voice queuing. Using robust error mitigation to maintain call quality even when the system is heavily loaded, the proposed

console reduces communication errors that may force dispatchers or radio users to repeat their transmissions.

1.4.1 Customizable Dispatch Interface

The proposed console provides dispatchers with a graphical user interface (GUI) that can be customized by agency or by individual users to optimize user efficiency. Based on dispatcher preference, the proposed GUI can be customized to show details of trunked and conventional RF channels on a per-channel basis.

Busy dispatchers can respond to a missed call by simply clicking on an entry in the Activity Log. The number of calls and call information displayed in the Activity Log is customizable to suit the needs of the user. The status of Auxiliary I/Os can be easily interpreted from the GUI with the use of familiar graphical icons, such as a door shown open or closed.

Inbound Event Display

For those users who prefer a call-based GUI, the proposed console supports the Inbound Event Display (IED) GUI. The IED GUI displays incoming radio events in a queue format. The dispatcher can manage and respond to these events directly from the queue.

Filtering and sorting features are available to allow the information in the queue to be tailored to the needs of the dispatcher. The console can be configured to operate in “quiet mode” when using the IED GUI. This is well suited to customers who operate in a Request-To-Talk (RTT) environment.

1.4.2 Standard Radio Transmission and Reception

A typical proposed dispatch position has a headset and two speakers. One speaker is for selected audio and the second speaker is for all remaining unselected audio. Additional speakers can be added to a console allowing dispatchers to configure a specific speaker for a set of designated audio sources. This simplifies multitasking between multiple audio sources and allows flexibility in the way the audio is presented to the dispatcher.

Receiving Calls from the Field and Other Dispatchers

The proposed console provides dispatchers with greater flexibility for how to hear calls from field radio users and other dispatchers. Each dispatcher can define his or her own audio reception profile by selecting a single audio source, whether conventional or talkgroup, to be heard on a selected speaker or headset (Single Select). The dispatcher can also define groups of radio resources that can all be heard on a selected speaker or headset (Multi-Select).

Initiating Calls to the Field and Other Dispatchers

The dispatcher has several different ways of initiating a call. In most circumstances, a General Transmit is appropriate. With the General Transmit, the dispatcher selects a resource on the console and activates the transmission through a footswitch, headset transmit button, or a microphone transmit button. If the dispatcher needs to quickly transmit on a resource that is not selected, the dispatcher uses the Instant Transmit function.

An Instant Transmit safety switch prevents accidental activation of functions that may cause negative consequences. The safety switch can be used with Aux I/Os and preprogrammed pages, as well as Instant Transmit switches.



Audio Communication to the Field and Other Dispatchers

The dispatcher can transmit audio in different ways. They can make calls to all users listening to a specific conventional radio resource or a specific trunking talkgroup. When multiple resources are required, the dispatcher can select additional talkgroups and/or conventional channels, as needed using the Multi-Select feature.

The proposed console also enables dispatchers to make private calls to individual field radio users or dispatchers. Once a private call is established, it can be patched in with another resource at the dispatcher's discretion.

Controlling Console Audio

The proposed console offers dispatchers several different ways of controlling or muting the audio on their consoles, such as the following:

- Audio volume can be changed for any specific resource.
- All non-selected resources on the console can be muted for 30 seconds (All Mute) or unmuted, if already muted.
- A dispatcher can transmit on a resource while receiving audio from the same resource or other resources.
- A dispatch position can be configured to automatically mute the other dispatch audio on a shared resource to prevent acoustic feedback when a co-located dispatch position transmits.
- RF Cross Mute automatically mutes the receive audio from a specified channel when the dispatcher transmits on another specified channel to prevent acoustic feedback.

Controlling Network Audio

Dispatchers can control audio on the ASTRO 25 network. The dispatcher can enable or disable radio users to compartmentalize traffic, reduce interruptions, and maintain communications between dispatch and the field. When this function is enabled or disabled, all dispatch consoles with this resource assigned are updated with the current status of the feature. This feature can be controlled from any dispatch position.

1.4.3 Emergency Radio Transmission and Reception

As part of a mission-critical communications network, the proposed dispatch console facilitates immediate prioritization and resolution of emergency communications between Horizon PD dispatch and first responders in the field. This enables dispatchers and first responders to focus on their mission and not their equipment, especially during critical situations.

Receiving an Emergency Call

When a user in the field or another dispatcher initiates an emergency call, the console emits both visual and audible indications (Emergency Alarm). The audible indication alerts the dispatcher that an emergency is underway; the visual indication directs the dispatcher's attention to the specific resource making the emergency call. The dispatcher can immediately reserve a voice channel for the duration of the emergency.

Responding to an Emergency Call

A dispatcher can bypass the standard console interface to auto-open a quick list, which contains specific controls for recognizing an emergency call, initiating an emergency call,

and ending an emergency call (Auto-Open of Quick List). The dispatcher can then recognize the emergency call, which ends the audible emergency indication and notifies all dispatchers that the emergency is being addressed (Emergency Recognize).

The audible emergency indication may also be muted by a dispatcher without recognizing the emergency alarm (Mute Tones at a Single Op). This can be used in a situation where one agency is monitoring a channel that belongs to another agency. That channel can be configured to not generate audible and/or visual emergency indications.

Ending an Emergency Call

When an emergency is over, the dispatcher can end the Emergency Alarm. The visual indication on the dispatch position GUI is removed, and the console informs the other dispatch positions that the emergency is over (Emergency End/ Knockdown). The emergency mode remains active on the initiating radio unit until it is ended (reset) by the radio user.

1.4.4 Radio Patch Control

The dispatcher can patch communication between trunked and/or conventional radios that are normally unable to communicate with each other due to different features, programming, or even different frequency bands. A patch group is a group of linked resources that can both receive messages from a console and transmit to all other members of the patch group.

Setting up a Standard Patch

Patches are supported between trunked resources and/or conventional resources. After the patch is created, the dispatch position transmits all audio on one resource to all other resources in the patch group. In a patch between trunked resources, patched radio users with displays see the ID or alias of the other patched radio(s), as opposed to that of the console. This minimizes confusion and the need for the dispatcher to intervene in the call. Patches are automatically reestablished, if interrupted, so the dispatcher can concentrate on continuing operations.

Predefined Patches

Patches can be predefined and automatically reinitiated each time a dispatch position computer is restarted (Patch Auto-Start).

1.4.5 Call Management and Control

The dispatcher can use the following functionality to manage and control audio for different types of calls between the dispatch position and radio users or other dispatchers.

Automatic Prioritization of Calls

Calls on the dispatch position are prioritized through a transmission hierarchy. Calls from primary supervisors take priority over those from secondary supervisors, which in turn take priority over non-supervisors. Instant Transmit or All-Points Bulletin (APB) transmissions, regardless of whether they are from a supervisor, take priority over general or patch transmissions.

Multiple dispatchers can be designated as primary supervisors on the same system, which is useful when multiple agencies share one system. With the Network Manager Client installed, supervisors can disable and enable dispatch console functionality as needed.

Manual Prioritization of Calls

System Access Priority Select allows a dispatcher to prioritize trunked resources on the system as either normal or tactical. A dispatcher can change the priority of a trunked resource to tactical to give the resource a better chance of gaining communication access on a busy system. Only emergency calls have a higher priority than tactical.

When the System Access Priority Select status of a resource is changed, it is updated at all dispatch consoles in the systems that are monitoring that trunked resource.

Using the Multi-Select Feature

The Multi-Select feature allows a dispatch position to define groups of selected radio resources. When a Multi-Select group is opened, all of the resources in the group are simultaneously selected. Resources can be added or removed from a Multi-Select group while the group is open. The dispatcher can transmit on several resources simultaneously or can listen to multiple resources simultaneously in their headset or select speakers.

Standard Call Indications

The dispatch position indicates the availability of any given resource, regardless of whether the resource is involved in a transmission. An inbound call indication provides the dispatcher with a visual cue of audio activity on a radio resource and allows a dispatcher to see at a glance what the status of a resource is at any moment.

Call Alerting

A dispatcher can use Call Alert to page an unattended radio or dispatch position through a series of beeps and an indication of the sender's ID. When available, the radio user or dispatcher sees the unit ID of the calling dispatch console or radio ID and is able to return the call.

Additionally, a Call Alert can trigger an activity. For instance, a Call Alert may cause a vehicle's horn to sound and its lights to flash. The dispatcher can even send a Call Alert to a user who is involved in voice and data communications over the network.

1.4.6 Secure Communications at the Console

The console encrypts and decrypts radio voice messages. Thus, radio voice messages are encrypted from end-to-end between the radio user to the dispatch position. The dispatcher can choose whether to encrypt their transmissions on a particular trunked resource. Dispatchers can interface with agencies that have different encryption configurations without any manual intervention or delay.

1.5 INCORPORATING CONSOLE CONFIGURATION AND MANAGEMENT

The proposed console system is configured and managed by the same configuration manager, fault manager, and performance reporting applications as the radio system. The



user can define exactly which resources are available and how they are presented to the dispatcher. This provides Horizon PD with a single point for configuring and managing the entire ASTRO 25 system. Changes are automatically distributed throughout the system.

This centralized approach saves valuable time and effort for system administrators and technicians and reduces the errors that can occur when radio IDs and other data are entered at multiple locations. In addition, call traffic and performance reports for each dispatch position can be generated from the system's network manager, enabling administrators to quickly and easily ensure optimal effectiveness and efficiency.

1.6 DISPATCH CONSOLE SOLUTION COMPONENTS

The proposed components are connected together and to the rest of the ASTRO 25 system on an IP network through console site routers and switches. The console functions as an integrated component of the total radio system and fully participates in system-level features, such as end-to-end encryption and Agency Partitioning.

The console connects directly to the radio system's IP transport network without gateways or interface boxes. Audio processing, encryption, and switching intelligence for dispatch are performed within each software-based dispatch position without additional centralized electronics.

Since the network is IP-based, the system interfaces and components can be distributed physically throughout the network. Some of the available console components are identified below.

1.6.1 MCC 7500E Console Operator Position

The dispatch position supports commercially available accessories, including a USB microphone, USB headset, and USB footswitch, as shown in the figure titled "MCC 7500E Dispatch Position." The following list describes the components included in the proposed configuration.

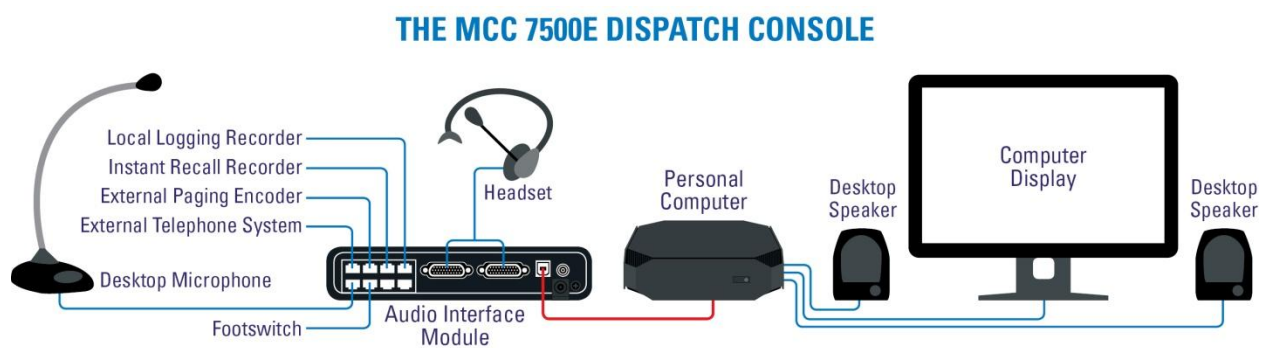


Figure 1-3: MCC 7500E Dispatch Position supports multiple accessories.

Audio Interface Module (AIM)

The USB Audio Interface Module (AIM) acts as an interface between analog devices and the dispatch position and as a general purpose input/output module. The USB AIM supports audio routing between the dispatcher and Motorola Solutions standard peripherals. The USB AIM connects to the MCC 7500E dispatch position with a USB cable.

Personal Computer (PC)

The personal computer included with the dispatch position is Windows-based and certified by Motorola Solutions.

Computer Display

The dispatch position will use a 22 inch Computer Display.

Enhanced Integrated Instant Recall Recorder (IRR)

The Enhanced IRR is seamlessly integrated with the dispatch position's software, allowing audio and call data from any radio or telephony resource to be recorded and easily played back. Call data includes PTT IDs, name of resource, start time and date, and stop time and date. Two analog inputs are available for use with recording audio from external devices.

Desktop Speakers

Two (2) audio speakers have been included with each dispatch position and can be configured to transmit audio from a specific talkgroup or set of talkgroups. Each speaker is a self-contained unit, with individual volume controls, and can be placed on a desktop or mounted on a rack or computer display.

Headset Jack

The dispatch position supports up to two headset jacks, both push-to-talk (PTT) and non-PTT-enabled, for simultaneous use by the dispatcher and a supervisor. The headset jack contains two volume controls for the separate adjustment of received radio and telephone audio.

Headset

The proposed headset consists of two elements. The headset base includes an audio amplifier, a Push-to-Talk switch, and a long cord that connects to the dispatch position. The headset top consists of the earpiece and microphone as well as a short cable that connects to the headset base.

Gooseneck Microphone

The microphone controls the dispatch position's general transmit and monitor features through two buttons on its base. The microphone can be fastened down or left loose. It can be used alone or in conjunction with a headset.

Footswitch

Each dispatch position includes a dual pedal footswitch that controls general transmit and monitor functions.

Telephone Headset Interface Port

The telephone/headset port provides a connection for an external telephone to the dispatch position. This allows the operator to use a single headset to communicate on both the radio system and a telephone system.

Redundant Ethernet Connection

The optional redundant Ethernet connections increase MCC 7500E console availability by protecting against the loss of multiple dispatch positions. In the event of a LAN switch



failure, the system will automatically detect and switchover with no manual intervention required. Dispatching operations will not be interrupted.

1.6.2 Unified Event Manager (UEM) Lite

MONITOR AND MANAGE THE HEALTH OF SYSTEM EQUIPMENT FROM ONE INTERFACE

UEM Lite provides centralized fault management capabilities. It monitors and manages the health of the system by automatically discovering system devices and reporting associated alarms, events, and the overall status for each device.

The UEM displays new fault alarms and events as they occur, while also maintaining a persistent view of the current overall status of each device, ensuring that a fault remains apparent until cleared. If the connection between the UEM and device is lost, the UEM will automatically synchronize and report the current status of the device once connection is re-established.

IDENTIFY, DIAGNOSE, AND
TROUBLESHOOT PROBLEMS
FROM A SINGLE
APPLICATION.

UEM Lite Features

- **Network Database**—An inventory of the resources (such as networks, sites, and system devices) that are currently monitored by the UEM.
- **Alias Management**—Users can define custom display names for their devices making it easier to identify a device.
- **Agency Partition Access**—Multiple agencies can share UEM Lite, saving costs while maintaining independent management of their resources.
- **Event Details**—View recorded information about all occurrences in a system, such as the source, date, time, and severity of an event. .
- **Alarm and Event Views**—Provides a single view of recent failures and status changes in the system, bringing attention to problems and resolutions.
- **Archive Event Reporting**—Users can generate historical fault reports based on user-defined criteria such as time period, alarm severity, device type or network location. If the connection between the UEM server and client application is lost, the fault events are recorded and archived for later viewing. This ensures that a user can address all system events.
- **Alarm Acknowledgement**—This lets other system managers know that an alarm has been seen, and ensures that multiple agencies are not duplicating efforts to resolve a problem.

Optional Features

- **Email Notifications**—An email notification is sent when a defined event or failure occurs. These alerts may be viewed immediately on mobile devices, regardless of the user's location.



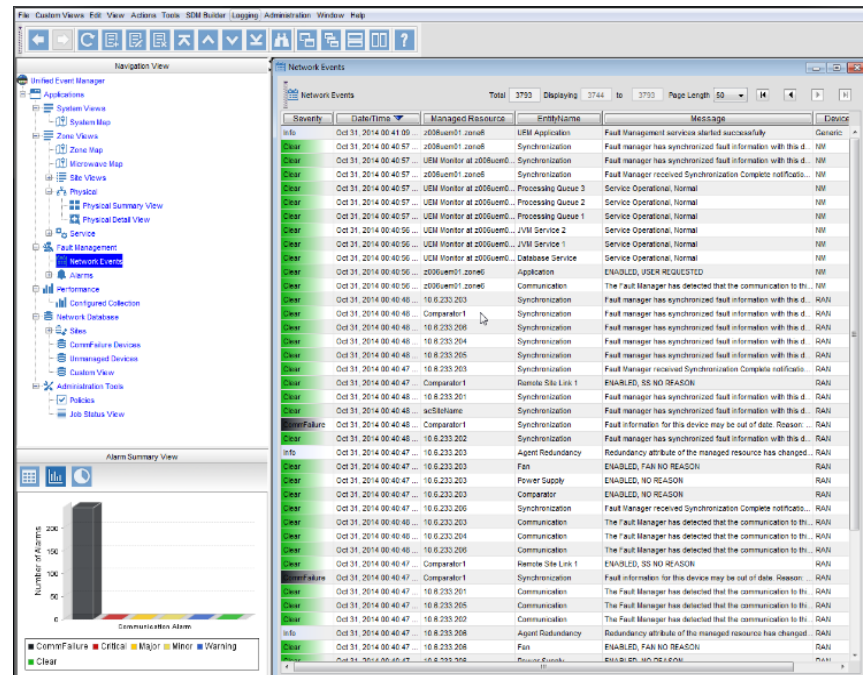


Figure 1-4: Network Event View

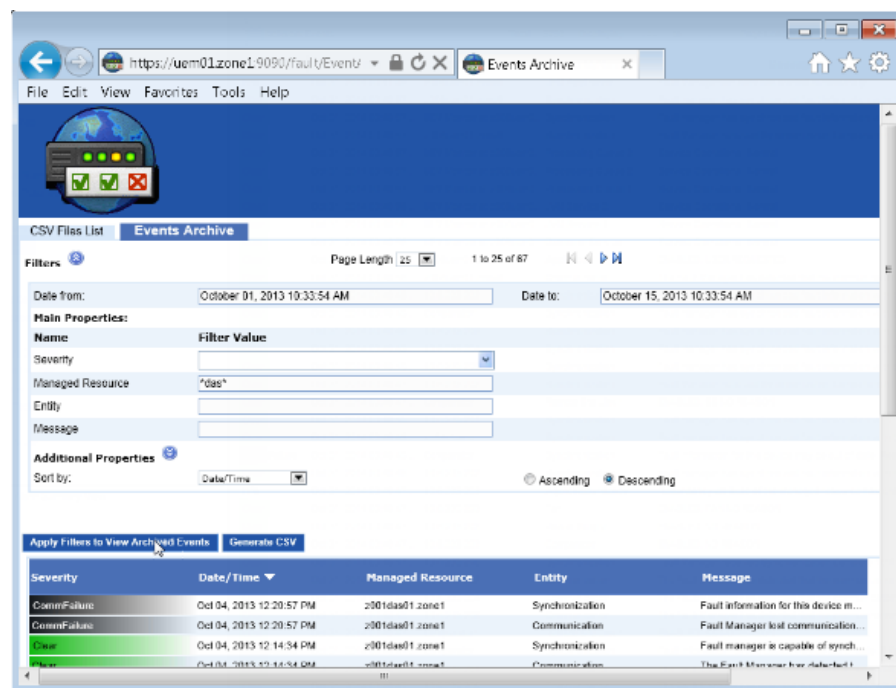
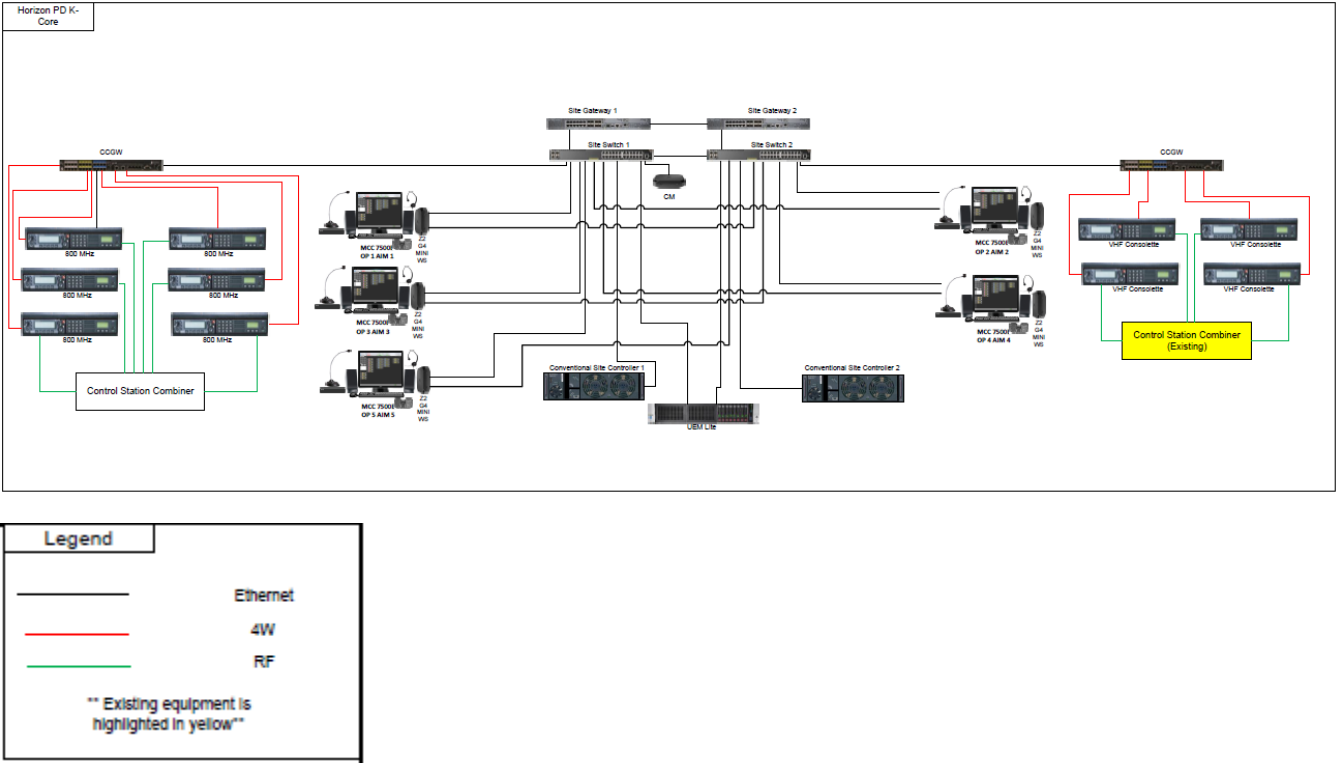


Figure 1-5: Archive Event Reporting

SECTION 2

SYSTEM DIAGRAM



SECTION 3

EQUIPMENT LIST

QTY	NOMENCLATURE	DESCRIPTION
1	SQM01SUM0237	SINGLE ZONE CONV NON-RED CORE
1	CA02259AA	ADD: Redundancy
1	CA02258AC	ADD: APPLICATION SERVER
1	UA00247AA	ADD: UEM LITE SESSION
1	UA00256AA	ADD: UEM LITE EMAIL NOTIFICATION
1	CA02635AA	ADD: Fortinet Firewall Appliance
1	CA01663AB	ADD: RACK
1	CLN1868	2930F 24-PORT SWITCH
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	TT3492	Z2 G4 MINI WORKSTATION NON RETURNAB
1	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG
1	T7885	MCAFFEE WINDOWS AV CLIENT
1	DDN9748	19 INCH BLACK SHELF
1	DSF1DC108V	18.5INCH WIDESCREEEN RACK CONSOLE WI
1	DSF1D940106	BELKIN OMNIVIEW ENTERPRISE SERIES -
1	0310909C91	SCR LCK M6X1X13 STARPAN STL
20	3082000X12	CABLE, GROUND
1	3182602Y06	GROUNDING BUS BAR
4	0784469Y01	BRKT,RELAY RACK
1	DS11011188	PDU, 120/240 SPLIT PH OR N+1 REDUND
5	DS3750295	BREAKER, 5 AMP, CB UL 489 LISTED FO
5	DS3750296	BREAKER, 10 AMP, CB UL 489 LISTED F
2	DS3750297	BREAKER, 15 AMP, CB UL 489 LISTED F
5	TT3492	Z2 G4 MINI WORKSTATION NON RETURNAB
5	DSTG221B	TECH GLOBAL EVOLUTION SERIES 22INCH
5	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG
5	T7885	MCAFFEE WINDOWS AV CLIENT
1	B1949	MCC 7500E SOFTWARE DVD
1	B1948	MCC 7500E DISPATCH POSITION LICENSE
5	UA00249AA	ADD: 15 RADIO RESOURCES LICENSE
5	UA00653AA	ADD: BASIC CONSOLE OPERATION
5	UA00655AA	ADD: ADVANCED CONVENTIONAL OPERATIO
5	UA00658AA	ADD: SECURE OPERATION



QTY	NOMENCLATURE	DESCRIPTION
5	UA00661AA	ADD: ENHANCED IRR
5	B1941	USB AUDIO INTERFACE MODULE
10	B1913	MCC SERIES HEADSET JACK
5	B1914	MCC SERIES DESKTOP GOOSENECK MICROP
5	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH
10	B1952	SPEAKER, DESKTOP, USB
10	CA03405AA	ADD: POWER SUPPLY WITH DC CORD
10	CA03406AA	ADD: AC LINE CORD, NORTH AMERICA
10	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4
5	DSISOBAR6ULTRAHG	SPD, 6 HOSPITAL-GRADE OUTLETS, 15-
2	DSF2B56AA	USB EXTERNAL DVD DRIVE
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
6	L37TSS9PW1 N	ALL BAND CONSOLETTTE
6	GA05508	DEL: DELETE VHF BAND
6	GA05509	DEL: DELETE UHF BAND
6	G51	ENH: SMARTZONE OPERATION APX
6	G361	ENH: P25 TRUNKING SOFTWARE APX
6	G806	ENH: ASTRO DIGITAL CAI OP APX
6	GA09000	ADD: DIGITAL TONE SIGNALING
6	G90	ADD: NO MICROPHONE NEEDED
6	GA01767	APX MOBILE RADIO AUTHENTICATION
6	W969	ADD: MULTIPLE KEY ENCRYPTION OPERAT
6	G843	ADD: AES ENCRYPTION APX AND ADP
6	CA01598	ADD: AC LINE CORD US
6	GA00318	ADD: 5Y ESSENTIAL SERVICE
6	L999	ADD: FULL FP W/05/KEYPAD/CLOCK/VU
6	HKN6233C	APX CONSOLETTTE RACK MOUNT KIT
6	HKN6184C	CABLE CH, PROGRAMMING,USB
4	L37TSS9PW1 N	ALL BAND CONSOLETTTE
4	GA05507	DEL: DELETE 7/800MHZ BAND
4	GA05509	DEL: DELETE UHF BAND
4	G361	ENH: P25 TRUNKING SOFTWARE APX
4	G48	ENH: CONVENTIONAL OPERATION



QTY	NOMENCLATURE	DESCRIPTION
4	G806	ENH: ASTRO DIGITAL CAI OP APX
4	GA01767	APX MOBILE RADIO AUTHENTICATION
4	GA09000	ADD: DIGITAL TONE SIGNALING
4	W969	ADD: MULTIPLE KEY ENCRYPTION OPERAT
4	G843	ADD: AES ENCRYPTION APX AND ADP
4	G90	ADD: NO MICROPHONE NEEDED
4	CA01598	ADD: AC LINE CORD US
4	GA00318	ADD: 5Y ESSENTIAL SERVICE
4	L999	ADD: FULL FP W/05/KEYPAD/CLOCK/VU
4	HKN6233C	APX CONSOLETTES RACK MOUNT KIT
1	HKN6184C	CABLE CH, PROGRAMMING,USB
1	DSBCH11206	6 CHANNEL CONTROL STATION COMBINER
1	DSCC80703	OMNI, CORPORATE COLLINEAR, 3 DBD, 7
15	DSLDF450ACABLE	CABLE: 1/2" LDF HELIAX POLY JKT PER
2	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2
2	TDN9289	221213 CABLE WRAP WEATHERPROOFING
150	DSLDF450ACABLE	CABLE: 1/2" LDF HELIAX POLY JKT PER
1	DSDFA01250B	7/16 DIN FEMALE FOR 1/2 CABLE (USE
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2
4	DSGKTEC4	GROUND KIT PREP TOOL FOR 1/2" STAND
1	DSL4SGRIP	L4SGRIP SUPPORT HOIST GRIP 1/2" LDF
1	DSTUSXDFM	RF SPD, 300-1200MHZ DC BLOCK HIGH P
1	DSF4PDMV2C	F4PDMV2-C 1/2" 7-16 DIN MALE CONNE
15	DSFSJ450BCABLE	FSJ4-50B 1/2" 50 OHM
1	DSF4PNMV2HC	TYPE N MALE FOR 1/2 IN FSJ4-50B CAB
4	DSF4NRHC	F4NR-HC 1/2" TYPE N MALE RIGHT ANGL
20	DSFSJ450BCABLE	FSJ4-50B 1/2" 50 OHM
1	DSCC80703	OMNI, CORPORATE COLLINEAR, 3 DBD, 7
15	DSLDF450ACABLE	CABLE: 1/2" LDF HELIAX POLY JKT PER
2	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2
2	TDN9289	221213 CABLE WRAP WEATHERPROOFING
150	DSLDF450ACABLE	CABLE: 1/2" LDF HELIAX POLY JKT PER
1	DSDFA01250B	7/16 DIN FEMALE FOR 1/2 CABLE (USE
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2
4	DSGKTEC4	GROUND KIT PREP TOOL FOR 1/2" STAND
1	DSL4SGRIP	L4SGRIP SUPPORT HOIST GRIP 1/2" LDF
1	DSTUSXDFM	RF SPD, 300-1200MHZ DC BLOCK HIGH P
1	DSF4PDMV2C	F4PDMV2-C 1/2" 7-16 DIN MALE CONNE



QTY	NOMENCLATURE	DESCRIPTION
15	DSFSJ450BCABLE	FSJ4-50B 1/2" 50 OHM
1	DSF4PNMV2HC	TYPE N MALE FOR 1/2 IN FSJ4-50B CAB
4	DSF4NRHC	F4NR-HC 1/2" TYPE N MALE RIGHT ANGL
20	DSFSJ450BCABLE	FSJ4-50B 1/2" 50 OHM
1	DSBA4041DIN	OMNI, EXPOSED DIPOLE ARRAY, 3 DBD,
15	DSLDF450ACABLE	CABLE: 1/2" LDF HELIAX POLY JKT PER
2	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2
2	TDN9289	221213 CABLE WRAP WEATHERPROOFING
150	DSLDF450ACABLE	CABLE: 1/2" LDF HELIAX POLY JKT PER
1	DSDFA01250B	7/16 DIN FEMALE FOR 1/2 CABLE (USE
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2
4	DSGKTEC4	GROUND KIT PREP TOOL FOR 1/2" STAND
1	DSL4SGRIP	L4SGRIP SUPPORT HOIST GRIP 1/2" LDF
1	DSTUSXDFM	RF SPD, 300-1200MHZ DC BLOCK HIGH P
1	DSF4PDMV2C	F4PDMV2-C 1/2" 7-16 DIN MALE CONNE
15	DSFSJ450BCABLE	FSJ4-50B 1/2" 50 OHM
1	DSF4PNMV2HC	TYPE N MALE FOR 1/2 IN FSJ4-50B CAB
4	DSF4NRHC	F4NR-HC 1/2" TYPE N MALE RIGHT ANGL
20	DSFSJ450BCABLE	FSJ4-50B 1/2" 50 OHM
1	DSBA4041DIN	OMNI, EXPOSED DIPOLE ARRAY, 3 DBD,
15	DSLDF450ACABLE	CABLE: 1/2" LDF HELIAX POLY JKT PER
2	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2
2	TDN9289	221213 CABLE WRAP WEATHERPROOFING
150	DSLDF450ACABLE	CABLE: 1/2" LDF HELIAX POLY JKT PER
1	DSDFA01250B	7/16 DIN FEMALE FOR 1/2 CABLE (USE
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2
4	DSGKTEC4	GROUND KIT PREP TOOL FOR 1/2" STAND
1	DSL4SGRIP	L4SGRIP SUPPORT HOIST GRIP 1/2" LDF
1	DSTUSXDFM	RF SPD, 300-1200MHZ DC BLOCK HIGH P
1	DSF4PDMV2C	F4PDMV2-C 1/2" 7-16 DIN MALE CONNE
15	DSFSJ450BCABLE	FSJ4-50B 1/2" 50 OHM
1	DSF4PNMV2HC	TYPE N MALE FOR 1/2 IN FSJ4-50B CAB
4	DSF4NRHC	F4NR-HC 1/2" TYPE N MALE RIGHT ANGL
20	DSFSJ450BCABLE	FSJ4-50B 1/2" 50 OHM
1	F4544	SITE MANAGER ADVANCED
1	V266	ADD: 90VAC TO 260VAC PS TO SM
1	VA00872	ADD: SDM ASTRO RTU FW CURR ASTRO RE
3	V592	AAD TERM BLCK & CONN WI



QTY	NOMENCLATURE	DESCRIPTION
1	F4544	SITE MANAGER ADVANCED
1	V266	ADD: 90VAC TO 260VAC PS TO SM
1	VA00872	ADD: SDM ASTRO RTU FW CURR ASTRO RE
3	V592	AAD TERM BLCK & CONN WI
1	F4544	SITE MANAGER ADVANCED
1	V266	ADD: 90VAC TO 260VAC PS TO SM
1	VA00872	ADD: SDM ASTRO RTU FW CURR ASTRO RE
3	V592	AAD TERM BLCK & CONN WI
1	F4544	SITE MANAGER ADVANCED
1	V266	ADD: 90VAC TO 260VAC PS TO SM
1	VA00872	ADD: SDM ASTRO RTU FW CURR ASTRO RE
3	V592	AAD TERM BLCK & CONN WI
1	T8492	SITE ROUTER & FIREWALL- AC
1	CA03445AA	ADD: MISSION CRITICAL HARDENING
1	CA03448AA	ADD: STATEFUL FIREWALL
1	T8492	SITE ROUTER & FIREWALL- AC
1	CA03445AA	ADD: MISSION CRITICAL HARDENING
1	CA03448AA	ADD: STATEFUL FIREWALL
1	T8492	SITE ROUTER & FIREWALL- AC
1	CA03445AA	ADD: MISSION CRITICAL HARDENING
1	CA03448AA	ADD: STATEFUL FIREWALL
3	CLN1868	2930F 24-PORT SWITCH
1	CLN1868	2930F 24-PORT SWITCH
1	B1912	MCC SERIES DESKTOP SPEAKER
1	B1914	MCC SERIES DESKTOP GOOSENECK MICROP
1	B1913	MCC SERIES HEADSET JACK
1	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
1	T8492	SITE ROUTER & FIREWALL- AC
1	CA03445AA	ADD: MISSION CRITICAL HARDENING
1	CA03448AA	ADD: STATEFUL FIREWALL



SECTION 4

STATEMENT OF WORK

This Statement of Work (SOW) describes the deliverables to be furnished to Horizon PD. The tasks described herein will be performed by Motorola, its subcontractors, and Horizon PD to implement the solution described in the System Description. It describes the actual work involved in installation, identifies the installation standards to be followed, and clarifies the responsibilities for both Motorola and Horizon PD during the project implementation. Specifically, this SOW provides:

- A summary of the phases and tasks to be completed within the project lifecycle.
- A list of the deliverables associated with the project.
- A description of the responsibilities for both Motorola and Horizon PD.
- The qualifications and assumptions taken into consideration during the development of this project.

This SOW provides the most current understanding of the work required by both parties to ensure a successful project implementation. In particular, Motorola has made assumptions of the sites to be used for the new system. Should any of the sites change, a revision to the SOW and associated pricing will be required. It is understood that this SOW is a working document, and that it will be revised as needed to incorporate any changes associated with contract negotiations, Contract Design Review (CDR), and any other change orders that may occur during the execution of the project.

Motorola is proposing a 5- position MCC 7500E Dispatch Center for Horizon PD to be located at Dispatch. As part of the project, Motorola will add SDM units to the 3 existing RF sites. This will provide access to site alarms on the new UEM Lite terminal installed at dispatch.

4.1 ASSUMPTIONS

Motorola has made the following assumptions when compiling this proposal. Motorola has based the system design on information provided by Horizon PD and an analysis of the system requirements. All assumptions have been listed below for review. Should Motorola's assumptions be deemed incorrect or not agreeable to Horizon PD, a revised proposal with the necessary changes and adjusted costs may be required. Changes to the equipment or scope of the project after contract may require a change order.

- There is enough space and power for two racks in the existing backroom.
- The existing VHF control station combiner is in working condition.
- No backup power has been included.
- A tower or mounting structure is existing for the new antennas to be mounted on.
- Wall penetrations are existing, and there is space available in existing conduit for the additional lines required for the new 7/800 and VHF Consolettes.
- No logging recorder is included.
- No on-screen interface is required for the voting comparators and/or channels beyond the VHF Consolette interface.



- All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage and site grounding to support the requirements of the system described.
 - The quoted dispatch site equipment is AC-only.
- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by Motorola's R56 Guidelines for Communications Sites.
- Horizon PD is providing two (2) 7-foot racks for the system.
- Horizon PD will supply all primary and backup power. Motorola assumes that the existing electrical panels at each site have load and breaker capacity for the new equipment being provided.
- All work is to be performed during normal work hours, Monday through Friday 8:00 a.m. to 5:00 p.m.
- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by Motorola's R56 Guidelines for Communications sites
- Sufficient space exists for installation new racks at the Dispatch Center for backroom equipment.
- Motorola is providing network equipment and SDM for alarm interfaces at the VHF Voting sites. The site links are the responsibility of Horizon.
- A project schedule will be provided during Customer Design Review.
- Motorola is not responsible for interference caused or received by the Motorola provided equipment except for interference that is directly caused by the Motorola-provided transmitter(s) to the Motorola provided receiver(s). Should Horizon PD system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.
- Sites will have suitable temperature control and lighting where work is to be performed or materials stored.
- Motorola assumes all sites are free from interference from existing installed equipment, and the frequencies will not cause intermodulation or desensitization problems. If this is not the case, a change order may be required.
- Approved local, State or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of the customer.
- Horizon PD will provide Type 1 and Type 2 surge suppression protection for the center and operators. Type 1 and Type 2 suppression are not included in this proposal.
- Horizon PD will provide all dispatch furniture.
- System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Horizon PD believes the System has failed the completed Acceptance Tests, Horizon PD will provide to Motorola a written notice that includes the specific details of the failure. If Horizon PD does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.



- Horizon PD acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Horizon PD begins using the System before System Acceptance. Therefore, Horizon PD will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Horizon PD assumes responsibility for the use and operation of the System.
- Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.



Motorola Solutions will install and configure the proposed equipment. The following table describes the tasks involved with installation and configuration.

Tasks	Motorola Solutions	Customer
PROJECT INITIATION		
Contract Finalization and Team Creation		
Execute contract and distribute contract documents.	X	X
Assign a Project Manager as a single point of contact.	X	X
Assign resources.	X	X
Schedule project kickoff meeting.	X	X
Deliverable: Signed contract, defined project team, and scheduled project kickoff meeting.		
Project Administration		
Ensure that project team members attend all meetings relevant to their role on the project.	X	X
Set up the project in the Motorola Solutions information system.	X	
Record and distribute project status meeting minutes.	X	
Maintain responsibility for third-party services contracted by Motorola Solutions.	X	
Complete assigned project tasks according to the project schedule.	X	X
Submit project milestone completion documents.	X	
Upon completion of tasks, approve project milestone completion documents.		X
Conduct all project work Monday thru Friday, 7:30 a.m. to 5:00 p.m.).	X	
Deliverable: Completed and approved project milestones throughout the project.		
Project Kickoff		
Introduce team, review roles, and decision authority.	X	X
Present project scope and objectives.	X	
Review SOW responsibilities and project schedule.	X	X
Schedule Design Review.	X	X
Deliverable: Completed project kickoff and scheduled Design Review.		
Design Review		
Review the Customer's operational requirements.	X	X
Present the system design and operational requirements for the solution.	X	



Tasks	Motorola Solutions	Customer
Present installation plan.	X	
Present preliminary cutover plan and methods to document final cutover process.	X	
Present configuration and details of sites required by system design.	X	
Validate that Customer sites can accommodate proposed equipment.	X	X
Provide approvals required to add equipment to proposed existing sites.		X
Review safety, security, and site access procedures.	X	
Present equipment layout plans and system design drawings.	X	
Provide heat load and power requirements for new equipment.	X	
Provide information on existing system interfaces.		X
Assume liability and responsibility for proving all information necessary for complete installation.		X
Assume responsibility for issues outside of Motorola Solutions' control.		X
Review and update design documents, including System Description, Statement of Work, Project Schedule, and Acceptance Test Plan, based on Design Review agreements.	X	
Execute Change Order in accordance with all material changes to the Contract resulting from the Design Review.	X	
Deliverable: Finalized design documentation based upon "frozen" design, along with any relevant Change Order documentation.		
Site Planning		
Provide the R56 requirements for space, power, grounding, HVAC, and connectivity requirements at each site.	X	
Provide adequate electrical power in proper phase and voltage at sites.		X
Confirm that there is adequate utility service to support the new equipment and ancillary equipment.		X
Conduct site walks to collect pertinent information (e.g. location of telco, power, structures, etc.)	X	
Ensure that each site meets the R56 standards for space, grounding, power, HVAC, and connectivity requirements.		X
Ensure that required rack space is available for installation of the new equipment.		
Deliverable: Information and permitting requirements completed at each site.		
General Facility Improvements		
Provide adequate HVAC, grounding, lighting, cable routing, and surge protection based upon Motorola Solutions' Standards and Guidelines for Communication Sites (R56)		X



Tasks	Motorola Solutions	Customer
Ensure the resolution of environmental and hazardous material issues at each site including, but not limited to, asbestos, structural integrity (tower, rooftop, water tank, etc.), and other building risks.		X
Ensure that electrical service will accommodate installation of system equipment, including isolation transformers, circuit breakers, surge protectors, and cabling.		X
Provide obstruction-free area for the cable run between the demarcation point and system equipment.		X
Provide structure penetrations (wall or roof) for transmission equipment (e.g. antennas, microwave radios, etc.).		X
Supply interior building cable trays, raceways, conduits, and wire supports.		X
Pay for usage costs of power and generator fueling, both during the construction and installation effort, and on an ongoing basis.		X
Transport removed site equipment to a location designated by Customer and within Customer's jurisdiction.		X
Deliverable: Sites meet physical requirements for equipment installation.		
SYSTEM INSTALLATION		
Equipment Order and Manufacturing		
Create equipment order and reconcile to contract.	X	
Manufacture Motorola Solutions-provided equipment necessary for system based on equipment order.	X	
Procure non-Motorola Solutions equipment necessary for the system.	X	
Deliverable: Equipment procured and ready for shipment.		
Equipment Shipment and Storage		
Provide secure location for solution equipment.		X
Pack and ship solution equipment to the identified, or site locations.	X	
Receive solution equipment.		X
Inventory solution equipment.	X	
Deliverable: Solution equipment received and ready for installation		
General Installation		
Deliver solution equipment to installation location.	X	
Coordinate receipt of and inventory solution equipment with designated contact.	X	



Tasks	Motorola Solutions	Customer
Install all proposed fixed equipment as outlined in the System Description based upon the agreed-upon floor plans, connecting audio, control, and radio transmission cables to connect equipment to the power panels or receptacles, and audio/control line connection points. Installation performed in accordance with R56 standards and state/local codes.	X	
Provide system interconnections that are not specifically outlined in the system design, including dedicated phone circuits, microwave links, or other types of connectivity.		X
Install and terminate all network cables between site routers and network demarcation points, including microwave, leased lines, and Ethernet.	X	
Ensure that Type 1 and Type 2 AC suppression is installed to protect installed equipment.		X
Connect installed equipment to the provided ground system.	X	
Label equipment, racks, and cables.	X	
Perform preliminary audit of installed equipment to ensure compliance with requirements and R56 standards.	X	
Note any required changes to the installation for inclusion in the "as-built" system documentation.	X	
Remove, transport, and dispose of old equipment.		X
Deliverable: Equipment installed.		
Console Installation and Configuration		
Identify circuits for connection to console and a demarcation point located within 25 feet of the console interface.		X
Connect console to circuit demarcation points.	X	
Install PC workstation w/ keyboard and mouse, and monitor.	X	
Install purchased peripheral console equipment in accordance with R56 standards and state/local codes.	X	
Develop templates for console programming.	X	
Perform console programming and configuration.	X	
Deliverable: Console equipment installation completed.		
Control Station Installation and Configuration		
Provide the locations of control stations at each site.		X
Survey mounting locations and develop control station installation plan.	X	
Provide adequate space, grounding, and power for the control station installation.		X
Properly connectorize and ground the cabling, which will be run to the outdoor antenna location using the least	X	



Tasks	Motorola Solutions	Customer
obtrusive method.		
Provide an elevated antenna mounting location, and adequate feed-line routing and support.		X
Install line (not greater than 100 feet in length) and antenna system (connectors, coax grounding kit, antenna, and surge protection).	X	
Install RF local control stations identified in the equipment list.	X	
Perform control station programming.	X	
Deliverable: Control station equipment installation completed.		
SYSTEM OPTIMIZATION AND TESTING		
R56 Site Audit		
Perform R56 site-installation quality-audits, verifying proper physical installation and operational configurations.	X	
Create site evaluation report to verify site meets or exceeds requirements, as defined in Motorola Solutions' R56 Standards and Guidelines for Communication Sites.	X	
Deliverable: R56 Standards and Guidelines for Communication Sites audits completed successfully.		
Solution Optimization		
Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.	X	
Verify that all audio and data levels are at factory settings.	X	
Verify communication interfaces between devices for proper operation.	X	
Ensure that functionality meets manufacturers' specifications and complies with the final configuration established during design review or system staging.	X	
Deliverable: Completion of System Optimization.		
Functional Acceptance Testing		
Verify the operational functionality and features of the solution supplied by Motorola Solutions, as contracted.	X	
Witness the functional testing.		X
Document all issues that arise during the acceptance tests.	X	
If any major task for the system as contractually described fails during the Customer acceptance testing or beneficial use, repeat that particular task after Motorola Solutions determines that corrective action has been taken.	X	
Resolve any minor task failures before Final System Acceptance.	X	
Document the results of the acceptance tests and present for review.	X	



Tasks	Motorola Solutions	Customer
Review and approve final acceptance test results.		X
Document all issues that arise during the acceptance tests.	X	
Document the results of the acceptance tests and present to the Customer for review.	X	
Resolve any test failures before Final System Acceptance.	X	
Deliverable: Completion of functional testing and approval by Customer.		
PROJECT TRANSITION		
Training		
Finalize schedule for training coursework.	X	
Provide training facility.		X
Ensure that the training participants fulfill course prerequisites.		X
Conduct the training classes outlined in the Training Plan.	X	
Attend proposed training classes.		X
Deliverable: Training coursework completed.		
Cutover		
Finalize Cutover Plan.	X	X
Provide Motorola Solutions with user radio information for input into the system database and activation, as required.		X
Conduct cutover meeting with relevant personnel to address both how to mitigate technical and communication problem impacts to the users during cutover and during the general operation of the system.	X	
Notify the personnel affected by the cutover of the date and time planned for cutover.		X
Provide ongoing communication with users regarding the project and schedule.	X	X
Cut over users and ensure that user radios are operating on system.		X
Resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.	X	
Assist Motorola Solutions with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist items.		X
Deliverable: Migration to new system completed, and punchlist items resolved.		
Transition to Warranty		



Tasks	Motorola Solutions	Customer
Review the items necessary for transitioning the project to warranty support and service.	X	
Motorola Solutions to provide services during year 1 warranty which align with the proposed services.	X	
Provide a Customer Support Plan detailing the warranty support associated with the contract equipment.	X	
Participate in the Transition Service/Project Transition Certificate (PTC) process.		X
Deliverable: Service information delivered and approved by Customer		
Finalize Documentation and System Acceptance		
Provide manufacturer's installation material, part list and other related material to Customer upon project completion.	X	
Provide an electronic as-built system manual on CD or other Customer preferred electronic media. The documentation will include the following: ▪ Site Block Diagrams. ▪ Site Floor Plans. ▪ Site Equipment Rack Configurations. ▪ ATP Test Checklists. ▪ Functional Acceptance Test Plan Test Sheets and Results. ▪ Equipment Inventory List. ▪ Console Programming Template (where applicable). ▪ Maintenance Manuals (where applicable). ▪ Technical Service Manuals (where applicable). Drawings will be delivered in Adobe PDF format.	X	
Receive and approve documentation.		X
Execute Final Project Acceptance.	X	X
Deliverable: All required documents are provided and approved. Final Project Acceptance.		



SECTION 5

TRAINING PLAN

5.1 TRAINING OVERVIEW

Partnering with Motorola Solutions will enable the Town of Horizon City PD to build personnel competency and maximize return on investment.

Effective training ensures successful implementation and use of your communications system by all personnel for the life of the system. The training plan furnished to the Town of Horizon City PD is comprised of targeted coursework developed and delivered by our expert instructors. This plan, included below, will effectively provide the Town of Horizon City PD's personnel with a comprehensive understanding of the proposed system and user equipment.

We will collaborate with the Town of Horizon City PD to tailor a final training plan to enable the Town of Horizon City PD's organization to operate, configure, and manage the proposed solution effectively and efficiently.



5.2 MOTOROLA SOLUTIONS TRAINING

Motorola Solutions provides an expanding portfolio of training delivery methods, tools, and courses to support the training needs of our customers. The figure below shows the elements of our training methodology that qualify us as the leader in the communications training industry.

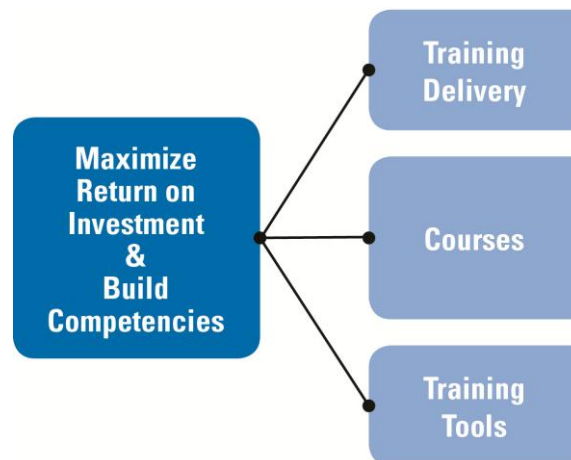


Figure 5-1: Build the competencies of the Town of Horizon City PD's personnel and maximize your return on investment with Motorola Solutions' expanding portfolio of training delivery methods, tools, and courses.

5.2.1 Training Delivery

Training Methods

Motorola Solutions' training experience and expertise enables our customers to gain the training they need to use during critical times in a variety of methods. As shown in the figure below, we offer four interactive methods of training: Online Self-Paced, Virtual Instructor-Led, Instructor-Led, and our *new* Integrated Training Environment.



Figure 5-2: Motorola Solutions offers a variety of interactive training methods that cater to different learning techniques, allowing more effective ways to give personnel the skills they need.

These training approaches ensure our customers receive the understanding they need for the practical aspects of their jobs.

Delivery Options

Field

Field class delivery is "tailored" to the customer's specific system. We are providing classes which are not offered as standard "Open Resident" classes at our training facilities. The students benefit from working on their own systems, at their home location and within their schedules.

Motorola Facility

Resident classes are open to all Motorola customers, seating is based on availability, and participant guides and required pre-work when applicable are included in the tuition. These courses are comprehensive and are not tailored to any one customer's system. Students benefit from other students' experiences and are allowed to take systems out of service. These courses provide optimal "hands-on" training.

Motorola Facility Closed Sessions-Customer Specific

Special Resident classes are closed sessions for a particular Motorola Solutions customer. The customer is essentially renting the classroom. These courses are tailored to the customer's system as much as possible. The instructor will require the customer's system diagrams prior to the class taking place. The students will receive their ASTRO 25 IV&D manuals on CD-ROM and hard copy participant guides. Class manuals, participant guides, and required pre-work are included in the pricing of the class per student. The students are allowed to take systems out of service, which provides optimal "hands-on" training.

Motorola Solutions Instructors

We have approximately 40 instructor resources distributed across North America. These instructors are available to train customers in our Technical Training Center located in Schaumburg, Illinois, while specific training courses are available at our facility in Plantation, Florida. Training can also be delivered directly on-site at customer locations. All instructors undergo an Instructional Skills and Technical Knowledge Program, which is a globally-recognized training and instructor assessment program.

Consultative Services

Motorola Solutions provides consultative services for our customers, which includes personalized training plans and other training-related services. Our dedicated training consultant team works with our customers and Motorola Solutions account teams to identify and meet the training needs of technical, administrative end users, and other audiences.

5.2.2 Training Courses

Motorola Solutions offers a wide range of training courses to help our customers improve their proficiency with our expanding portfolio and get the most from their training system.

Our specialized courses/curriculums are designed for our customers' role. Whether they are an administrator, technician or user, Motorola Solutions makes sure our customers are equipped with foundational and advances skills.

General overviews of product and/or solution training offered are listed below:

Foundational Radio and Networking Training

Foundational Radio and Networking training provides new hires or staff from different skilled backgrounds fundamental knowledge. Some of these courses are online/self-paced while others are instructor led. Some topics include: Radio System Basics, Basic Networking, Communication System Concepts, Networking Essentials and Applied Networking. This allows Motorola Solutions to offer training before installation, during installation and after your solution is operational.

ASTRO 25 Infrastructure Training Courses

ASTRO 25 Infrastructure Training provides participants with a full curriculum that will enable them to maintain/service the new solution, and will give them the skills required to manage and operate the solution to obtain its fullest potential and capabilities.

ASTRO 25 Patch Management Training Course

ASTRO 25 Patch Management Training provides ASTRO 25 Land Mobile Radio (LMR) system administrators the information needed to access and patch their radio network infrastructure, update antivirus definitions, and review log files.

Console Training Courses

Console Training provides participants with a curriculum that will enable them to obtain a high-level understanding of the system configuration, general console operation, how to perform basic tasks, operating procedures for specific features, and the knowledge and skills necessary to manage and maintain the system.

Mobile and Portable Radio Training Courses

Mobile and Portable Radio Training provides participants with an introduction to the radio, the knowledge and skills necessary to perform basic radio operation, common operational tasks, operating procedures for specific features of the radio, and technical programming and maintenance of radios.

MOTOTRBO Training Courses

MOTOTRBO Training provides participants with a full curriculum that will enable them to maintain/service the new solution, and will give them the skills required to manage and operate the solution to obtain its fullest potential and capabilities.

CallWorks Training Courses

CallWorks Training provides participants with an overview of the components and functionality of the main application, operation, troubleshooting, a high-level understanding of the software, and configuration and maintenance of components of the CallWorks solution.

PremierOne Training Courses

PremierOne Training provides participants with sufficient knowledge of the PremierOne solution and its tools, giving them the skills necessary to operate and maintain the PremierOne solution.

LTE Training Courses

LTE Training provides participants a high-level understanding of the Public Safety LTE system and the network elements that comprise the system. Participants will gain knowledge of LTE architecture, signaling, system administration, and applied networking.

WAVE Training Courses

WAVE Training provides participants with an overview of the WAVE solution. It offers a basic understanding of how WAVE delivers a Radio-over-IP solution; describes features, hardware, and software requirements; how to use applications; and provides instruction in designing, integrating, and troubleshooting the WAVE solution.



5.2.3 Training Tools

Training Kits

Training kits are essential suitcase equipment, labs and exercises that apply to some of the ASTRO, MOTOTRBO, WAVE and LTE solutions. These kits are used in addition to equipment, in order to prevent solution downtime while training is conducted. As part of specific on-site classes, shown in Table 5-1, kits are included and shipped to our customers to allow students an in-depth, hands-on experience.

Table 5-1: Field Classes Training Kit Availability

Field Classes Training Kit Availability	
Networking Essentials	Server Virtualization
Applied Systems Networking	WAVE Certified Integration Engineer
Domain Controller	MOTOTRBO™ Systems Applied Networking

Tracking and Evaluation

All customer training is tracked and evaluated. The Project Manager and training team tracks and records all courses completed through the implementation of the project. Surveys are given to trainees to evaluate the trainers. Feedback is given and placed on our customer shared website.

End User Training Kit (EUTK)

The End User Training Kit is a knowledge-transfer tool designed to accelerate learning through customizability. Using the EUTK allows trainers to customize user/operator training to match unique button, feature programming, and displays provided in the system and radio codeplug. These tailored materials are developed by Motorola Solutions trainers using tool kits that allow customer trainers to modify training materials when radio or console features change. Personnel are taught how to maneuver through and tailor the EUTK screens. The tailored selections are saved to an electronic file that the Motorola Solutions training team provides to the customer.

For a more detailed view of the training Motorola Solutions provides, please see our Product and System Technical Training Course Catalog:
<https://learning.motorolasolutions.com/catalog/56280enus>

5.3 PROPOSED TRAINING FOR THE TOWN OF HORIZON CITY PD

In order to achieve the training goals identified by the Town of Horizon City PD, we propose the following courses.

It is necessary that participants bring their laptop computers for all system administrator and technician classes. Materials will be delivered electronically via USB drives.

5.3.1 Consoles Supervisors & Operators

Course Title	Target Audience	Sessions	Duration	Location	Date	Participants
MCC7500e Console Operator & Admin Training Course #: AST1054 5 training consoles Ratio: 2 per console (Instructor-led)	Dispatch Supervisors	1	1 day	Horizon City, TX	Prior to cutover	4
MCC7500e Console Operator Training Course #: AST1053 5 training consoles Ratio: 2 per console (Instructor-led)	Dispatch Operators	2 (4 hour) Sessions	1 day	Horizon City, TX	Prior to cutover	16 (8 per session)

5.3.2 Course Descriptions for the Town of Horizon City PD

Course descriptions for the Town of Horizon City PD are included on the following pages.

5.3.2.1 MCC7500 Console Supervisor

Course Synopsis and Objectives:	This course provides participants with the knowledge and skills to manage and utilize the MCC7500 console administrator functions. Through facilitation and hands-on activities, the participant learns how to customize the console screens. After completing this training course, you will be able to: ▪ Understand the menu items and tool bar icons. ▪ Edit folders, multi-select/patch groups, auxiliary input output groups, windows and toolbars. ▪ Add/delete folders.
Delivery Method:	ILT - Instructor-led training
Duration:	4 hours Operator, plus 4 hours Admin
Participants:	Dispatch Supervisors and System Administrators
Class Size:	Based on number of Training Consoles available (2 students per Console)
Prerequisite:	None
Curriculum:	▪ Introduction ▪ Configurations ▪ Folders and Resource Setup ▪ Customizing Folders ▪ Auto Starting the MCC7500 Dispatch Console ▪ Editing Preferences ▪ Configuring the Toolbar ▪ Setting Up Aux IOs ▪ Resource Groups



5.3.2.2 MCC7500 Console Operator

Course Synopsis and Objectives:	This course provides participants with an introduction to the dispatch console, its basic operation and tailored job aids which will be available for assistance in operation. Through facilitation and hands-on activities, the user learns how to perform common tasks associated with the console operation. After completing this training course, you will be able to: ▪ Perform basic operational tasks of the dispatch console. ▪ Utilize the provided job aids to perform specific tasks associated with the console. ▪ Understand a high level view of the system configuration. ▪ Understand a high-level overview of the customer system configuration. ▪ Understand general console operation. ▪ Understand proper operating procedures for specific customer features.
Delivery Method:	ILT - Instructor-led training
Duration:	4 hours
Participants:	Dispatch Console Operators, Supervisors, System Administrators, and Support Personnel
Class Size:	Based on number of Training Consoles available (2 students per Console)
Prerequisite:	None
Curriculum:	▪ Overview ▪ Communicating with Radios ▪ Advanced Signaling Features ▪ Resource Groups ▪ Working with Configurations ▪ Working with Aux IOs ▪ Troubleshooting



SECTION 6

WARRANTY AND MAINTENANCE

6.1 ADVANCED PLUS SERVICES OVERVIEW

In order to ensure the continuity of Horizon City Police Department network and reduce system downtime Motorola Solutions proposes our Advanced Plus Services offering to the Horizon City Police Department. Appropriate for customers who wish to leverage Motorola Solutions' experienced personnel to maintain mission-critical communications for their first responders, Advanced Plus Services focuses on monitoring the network on an ongoing basis, proactively mitigating potential functionality and security issues, and providing both remote and on-site support. The proposed offering consists of the following specific services:

- Service Desk.
- On-site Support.
- Annual Preventative Maintenance.
- Network Hardware Repair with Advanced Replacement.
- Remote Security Patch Installation.
- Network Updates. (if outyears are purchased)

These services will be delivered to Horizon PD through the combination of local service personnel either dedicated to the network or engaged as needed; a centralized team within our Solutions Support Center (SSC), which operates on a 24 x 7 x 365 basis; and our Repair Depot, which will ensure that equipment is repaired to the highest quality standards. The collaboration between these service resources, all of who are experienced in the maintenance of mission-critical networks, will enable a swift analysis of any network issues, an accurate diagnosis of root causes, and a timely resolution and return to normal network operation.

6.2 ADVANCED PLUS SERVICES DESCRIPTIONS

6.2.1 Centralized Service Delivery

Centralized support will be provided by Motorola Solutions' support staff, located at our Service Desk and Solutions Support Center (SSC). These experienced personnel will provide direct service and technical support through a combination of Service Desk telephone support, technical consultation and troubleshooting through the SSC, and ongoing network monitoring of Horizon PD's system.

Motorola Solutions will provide **Service Desk** response as a single point of contact for all support issues, including communications between Horizon PD, third-party subcontractors and manufacturers, and Motorola Solutions. When Horizon PD's personnel call for support, the Service Desk will record, track, and update all Service Requests, Change Requests,



Dispatch Requests, and Service Incidents using our Customer Relationship Management (CRM) system. The Service Desk is responsible for documenting Horizon PD's inquiries, requests, concerns, and related tickets; tracking and resolving issues; and ensuring timely communications with all stakeholders based on the nature of the incident.

6.2.2 Field Service Delivery

On-site repairs and network preventative maintenance will be provided by authorized local field services delivery personnel, who will be dispatched from and managed by the Solutions Support Center.

On-Site Support provides local, trained and qualified technicians who will arrive at Horizon PD's location upon a dispatch service call to diagnose and restore the communications network. This involves running diagnostics on the hardware or Field Replacement Unit (FRU) in order to identify defective elements, and replacing those elements with functioning ones. The system technician will respond to the Horizon PD's location in order to remedy equipment issues based on the impact of the issue to overall system function.

Annual Preventive Maintenance Service provides proactive, regularly scheduled operational testing and alignment of infrastructure and network components to ensure that they continually meet original manufacturer specifications. Certified field technicians perform hands-on examination and diagnostics of network equipment on a routine and prescribed basis.

6.2.3 Network Hardware Repair

Motorola Solutions' authorized Repair Depot will repair the equipment provided by Motorola Solutions, as well as select third-party infrastructure equipment supplied as part of the proposed solution. The Repair Depot will manage the logistics of equipment repair (including shipment and return of repaired equipment), repair Motorola Solutions equipment, and coordinate the repair of third-party solution components.

Motorola Solutions also proposes **Network Hardware Repair with Advanced Replacement** to the Horizon City Police Department. With this additional service, Motorola Solutions will exchange malfunctioning components and equipment with advanced replacement units or Field Replacement Units (FRUs) as they are available in the Repair Depot's inventory. Malfunctioning equipment will be evaluated and repaired by the infrastructure repair depot and returned to the Repair Depot's FRU inventory upon repair completion. If Horizon PD prefers to maintain their existing FRU inventory, Horizon PD will be able to request a "loaner" FRU while their unit is being repaired.

6.2.4 Security Management Operations

The proposed **Remote Security Patch Installation Service** will provide Horizon PD with pre-tested security updates, pre-tested and remotely installed by Motorola Solutions on Horizon PD's system. When appropriate, Motorola Solutions will make these updates available to outside vendors in order to enable them to test each patch, and will incorporate the results of those third-party tests into the updates before installation on Horizon PD's network. Once an update is fully tested and ready for deployment in Horizon PD's system,



Motorola Solutions will remotely install it onto Horizon PD's system, and notify Horizon PD that the patch has been successfully installed. If there are any recommended configuration changes, warnings, or workarounds, Motorola Solutions will provide detailed documentation along with the updates on the website.

6.2.5 Network Updates (if outyears are purchased)

With our proposed **Network Updates Service**, Motorola Solutions commits to sustain Horizon PD's ASTRO 25 system through a program of software and hardware updates aligned with the ASTRO 25 platform lifecycle. This comprehensive approach to technology sustainment will ensure that Horizon PD has access to the latest available standard features, as well as the opportunity to incorporate optional features through the purchase of hardware and/or software licenses. Updates and expansion of system components will optimize the availability of repair services, and will enable Horizon PD to add RF sites, dispatch positions, data subsystems, network management positions, and other elements to increase capacity and processing capability. Motorola Solutions will minimize any interruption to system operation during each network update, with minimal reliance on Horizon PD's personnel.

6.3 MOTOROLA SOLUTIONS' SERVICES CAPABILITIES

Our focus on the needs of our public safety partners has led us to recognize that an integrated implementation and service delivery team that takes a new system from system installation, to acceptance, to warranty, and all the way through extended maintenance, is the best way to ensure that public safety communications systems meet the needs of first responders. Motorola Solutions' team of experts, have developed refined processes and sophisticated tools through our experience in delivering mission-critical communications.

6.3.1 On-Site Service through a Field Service Team

On-site maintenance and repair of Horizon PD's system will be provided by Motorola Solutions' local team of service personnel. Motorola Solutions will provide Horizon PD with a Customer Support Plan (CSP) that outlines the details of each service, provides escalation paths for special issues, and any other information specific to Horizon PD's service agreement. Some of these details will include items such as access to sites, response time requirements, severity level definitions, and parts department access information.

Local technicians will be dispatched for on-site service by the SSC, who will inform the technician of the reason for dispatch. This will enable the technician to determine if a certain component or Field Replacement Unit (FRU) will be needed from inventory to restore the system. Once on site, the field technician will notify the SSC and begin to work on the issue. The technician will review the case notes to determine the status of the issue, and begin the troubleshooting and restoration process. Once the system is restored to normal operation, the field technician will notify the SSC that the system is restored. The SSC, in turn, will notify Horizon PD that the system is restored to normal operation and request approval to close the case.



6.3.2 Centralized Repair Management through Motorola Solutions' Repair Depot

Our repair management depot coordinates component repair through a central location, eliminating the need to send system equipment to multiple vendor locations for repair. Once equipment is at the depot, technicians will replicate Horizon PD's network configuration in our comprehensive test labs in order to reproduce and analyze the issue. Technicians will then restore the equipment to working order. After repairs are completed, equipment will be tested to its original performance specifications and, if appropriate, configured for return to use in Horizon PD's system. All components being repaired are tracked throughout the process, from shipment by Horizon PD to return through a case management system where users can view the repair status of the equipment via a web portal.



SECTION 7

PRICING SUMMARY

7.1 SYSTEM PRICING

Motorola's pricing is based on the equipment list and services defined for the system designed for Horizon PD. The Statement of Work (SOW) describes the work to be performed for the installation, optimization, and testing of the system and the equipment list provides the equipment necessary for this project.

Description	Price
Equipment including K-Core, 5 operators, RF Site and Alarm Equipment, APX Consolettes, Antenna Systems and Spares	\$481,760.00
TX DIR Discount	(-\$55,485.00)
System Implementation Services, including field staging, installation, programming, optimization, training, warranty services, documentation, Project Management, Engineering, System Technologist	\$383,298.00
Total Base System Contract Purchase Price	\$809,573.00
System Incentive with purchase by March 3, 2021	(-\$75,000.00)
Grand Total after System Incentive	\$734,573.00

7.2 ESTIMATED PRICING FOR SUPPORT AND MAINTENANCE SERVICES

The below table summarized the pricing for post-warranty Maintenance Services after Warranty (Year 1).

Description	Price
Year 2	\$99,821
Year 3	\$71,279
Year 4	\$73,860
Year 5	\$76,560



7.3 PAYMENT TERMS

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase

1. 50% of the Contract Price due upon contract execution (due upon effective date);
2. 50% of the Contract Price due upon completion;

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

For Lifecycle Support Plan and Subscription Based Services:

Motorola will invoice Customer annually in advance of each year of the plan.



[Print This Page](#)

Agency Name: Horizon City, Town of
Grant/App: 4259601 **Start Date:** 9/1/2021 **End Date:** 8/31/2022

Project Title: Far West Texas: Responding to Intel & Information Sharing & Interoperability Enhancement Project
Status: Application Pending Submission

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
17425217670001

Application Eligibility Certify:

Created on:1/23/2021 1:31:02 PM By:Ruben Mendoza

Profile Information

Applicant Agency Name: Horizon City, Town of
Project Title: Far West Texas: Responding to Intel & Information Sharing & Interoperability Enhancement Project
Division or Unit to Administer the Project: Police Department
Address Line 1: 14999 Darrington Road
Address Line 2:
City/State/Zip: Horizon City Texas 79928-7441
Start Date: 9/1/2021
End Date: 8/31/2022

Regional Council of Governments(COG) within the Project's Impact Area: Rio Grande Council of Governments
Headquarter County: El Paso
Counties within Project's Impact Area: Hudspeth

Grant Officials:

Authorized Official

Name: Ruben Mendoza
Email: mayor@horizoncity.org
Address 1: 14999 Darrington Road
Address 1:
City: Horizon City, Texas 79928
Phone: 915-852-1046 Other Phone: 915-852-1046
Fax: 915-852-1005
Title: The Honorable
Salutation: Mayor
Position: Mayor

Financial Official

Name: Pat Randleel
Email: prandleel@horizoncity.org
Address 1: 14999 Darrington Rd
Address 1:
City: Horizon City, Texas 79928
Phone: 915-852-1046 Other Phone: 915-588-2757
Fax: 915-852-1005
Title: Ms.
Salutation: Constable
Position: Finance Director

Project Director

Name: Michael McConnell
Email: MMCCConnell@horizoncity.org
Address 1: 15001 Darrington Rd
Address 1:
City: Horizon, Texas 79928
Phone: 915-852-1047 Other Phone: 915-319-9569
Fax: 915-852-0318
Title: Mr.
Salutation: Chief
Position: Chief of Police

Grant Writer**Name:** Ruben Mendoza**Email:** mayor@horizoncity.org**Address 1:** 14999 Darrington Road**Address 1:****City:** Horizon City, Texas 79928**Phone:** 915-852-1046 Other Phone: 915-852-1046**Fax:** 915-852-1005**Title:** The Honorable**Salutation:** Mayor**Position:** Mayor**Grant Vendor Information****Organization Type:** Unit of Local Government (City, Town, or Village)**Organization Option:** applying to provide homeland security services**Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID):** 17425217670001**Data Universal Numbering System (DUNS):** 110693202**Narrative Information****Overview**

The purpose of the Homeland Security Grant Program (HSGP) is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. HSGP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs.

The funding announcement, located on the [eGrants Calendar](#) page, describes the organization types, activities, and costs that are eligible under the announcement. The PSO's [eGrants User Guide to Creating an Application](#) guides applicants through the process of creating and submitting an application in eGrants. Information and guidance related to the management and use of grant funds can be found in the The PSO's Guide to Grants, located on the [PSO Resource for Applicants and Grantees webpage](#).

Primary Mission and Purpose

State Homeland Security Program (SHSP): Supports state, Tribal and local preparedness activities that address high-priority preparedness gaps across all core capabilities where a nexus to terrorism exists. All investments must be consistent with capability targets set during the Threat and Hazard Identification and Risk Assessment (THIRA) process, and gaps identified in the State Preparedness Report (SPR).

Many activities which support the achievement of target capabilities related to terrorism preparedness may simultaneously support enhanced preparedness for other hazards unrelated to acts of terrorism. However, **all SHSP projects must assist grantees in achieving target capabilities related to preventing, preparing for, protecting against, or responding to acts of terrorism.**

Eligibility Requirements

Criminal History Reporting

Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Beginning January 1, 2021, counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90 percent of convictions and other dispositions within five business days to the Criminal Justice Information System at the Department of Public Safety. Click [here](#) for additional information from DPS on this new reporting requirement.

Uniform Crime Reporting (UCR)

Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted. Note: UCR is transitioning from summary reporting to NIBRS only in 2021. Applicants are encouraged to transition to NIBRS as soon as possible in order to maintain their grant eligibility.

National Incident Management System (NIMS) Implementation

Grantees are required to implement NIMS. The NIMS uses a systematic approach to integrate the best existing processes and methods into a unified national framework for incident management across all homeland security activities including prevention, protection, response, mitigation, and recovery. Grantees must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking and recovery of resources.

Emergency Management Plans

Cities and counties must have a current emergency management plan or be a legally established member of an inter-jurisdictional emergency management program with a plan on file with the Texas Department of Public Safety, Texas Division of Emergency Management (TDEM). Plans must be maintained throughout the entire grant performance period and must be at least at the Intermediate Level. If you have questions concerning your Emergency Management Plan (preparedness) level, contact your Emergency Management Coordinator (EMC) or your regional Council of Governments (COG). For questions concerning plan deficiencies, contact TDEM at tdem.plans@tdem.texas.gov.

Eligibility Requirements**Program Income**

Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income through a formal grant adjustment and to secure PSO approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after PSO's approval of a grant adjustment and prior to requesting reimbursement of funds.

Deduction Method - Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless PSO authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the PSO award and grantee match rather than to increase the funds committed to the project.

Asset Seizures and Forfeitures - Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

Program Requirements

Building and Sustaining Core Capabilities

1. All capabilities being built or sustained must have a clear link to one or more Core Capabilities in the National Preparedness Goal.
2. Many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness. Activities implemented under SHSP must support terrorism preparedness by building or sustaining capabilities that relate to the prevention of, protection from, mitigation of, response to, and recovery from terrorism.
3. Funding should be used to sustain core capabilities. New capabilities should not be built at the expense of maintaining current and critically needed core capabilities. New capabilities must be aligned with capability targets and gaps identified through the THIRA/SPR process.

Mission Areas

The National Preparedness Goal organizes the core capabilities into the five mission areas:

- **Prevention.** Prevent, avoid or stop an imminent, threatened or actual act of terrorism.
- **Protection.** Protect our citizens, residents, visitors, and assets against the greatest threats and hazards in a manner that allows our interests, aspirations, and way of life to thrive.
- **Mitigation.** Reduce the loss of life and property by lessening the impact of future disasters.
- **Response.** Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident.
- **Recovery.** Recover through a focus on the timely restoration, strengthening and revitalization of infrastructure, housing and a sustainable economy, as well as the health, social, cultural, historic and environmental fabric of communities affected by a catastrophic incident.

Nationwide Cyber Security Review

Grantees will be required to complete the Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each recipient agency should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. For more information about the NCSR, visit: <https://www.cisecurity.org/ms-isac/services/ncsr/>.

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

X I certify to all of the application content and requirements.

Project Summary :

Briefly summarize the project, including proposed activities and intended impact.

Domestic terrorism continues to pose a threat and, having the ability to identify and disseminate intelligence and information sharing among first responder emergency entities dovetails with the ability to have interoperability. Reliable, resilient, and interoperable communications systems are needed on a regional and statewide level in order to support a coordinated multi-agency response to an imminent threat or actual act of terrorism. The Town of Horizon City is building a state-of-the-art multi-purpose facility which includes a police department communications center (hereinafter "communications center"). The communications center will be equipped with P25 operational communications infrastructure systems that when completed will connect regional networks and statewide systems such as the Emergency Services Internet Protocol Networks (ESInet), thus building the foundation for Next Generation 9-1-1 (NG9-1-1), and the integration of FirstNet. The ESInet systems are broadband networks enabling secure, reliable transmission of 9-1-1 calls, text, multimedia that can enable sharing of emergency data between Public Safety Answering Points (PSAPs). Equally as important, the communications center will serve as a redundant site to El Paso County 911 District, offer 24/7 dispatching services to contiguous jurisdictions who's communications systems are at the end of life, two Emergency Services Districts (ESDs) encompassing seven (7) Volunteer Fire Departments, two (2) Fire Marshal Divisions, and Horizon City Police Department. By expanding and enhancing Horizon City Police Department intelligence capability via interoperable communications will not only adhere to Governor Abbott's Executive Order (GA 07), but will reduce the threat of terrorism, thus placing an emphasis on proactive intelligence. As noted in GA 07, the mother of the El Paso gunman had previously expressed concern to police about her son and the weapon with which would use to kill 23 people and injured more than twenty-two individuals at a Walmart in the El Paso region on August 3, 2019. Enhancing intelligence coordination and collaboration across first responder emergency entities at all levels will allow for the region's ability to identify, assess, monitor and disrupt

potential domestic terrorism and other mass casualty threats. Horizon City Police Department is seeking federal assistance for the procurement of P25 mission critical communications equipment. Currently, Horizon City Police Department has a fundamentally operational system. The purchase of P25 communications will provide Horizon City Police Department with robust jurisdictional interoperability patching features, thus providing mutual aid interoperability that is significantly superior to the legacy communications infrastructure that it replaces. The project's capability is twofold. First, it will reduce the RGCOG region's operational communications gaps by interconnecting regional networks and statewide systems and enable data sharing with first responder emergency entities at all levels. Secondly, Horizon City Police Department interconnection with regional networks is the node in which intelligence information is collected and disseminated among first responder emergency entities. Making strategic investments in regional communications infrastructure will strengthen operability and interoperability in Far West Texas and Texas.

Problem Statement :

Provide a detailed account of the issues, threats or hazards that your project will target. For federal Homeland Security Grants, include specific references to the regional or state *Threat and Hazard Identification and Risk Assessment (THIRA)*, as applicable.

Communications infrastructure is changing, as is the way first responder emergency entities, and the public communicate and adopt new technologies. These changes have a direct impact on the ability for communications centers to support first responder emergency entities and serve the public. As one of the fastest growing jurisdictions in Far East El Paso County, Horizon City Police Department recognized impediments in their legacy communications equipment and inability to connect to regional networks and systems. By equipping the communications center with mission critical communications equipment will enhance the RGCOG's region with operational communications infrastructure systems and allow Horizon City Police Department to provide intelligence and informational sharing with first responder emergency entities at the local, state, and federal level. In turn, the communications center's communications enhancements will create a path for the interconnection to the NG9-1-1 networks and systems between rural and urban jurisdictions with in the RGCOG region. Inherent in this interconnection piece is, to support disaster management and intercommunications with and between PSAPs, Emergency Operational Centers (EOCs), Department of Homeland Security (DHS), and other emergency entities. In the RGCOG region, achieving, maintaining, and connecting to regional communications interoperability systems is challenging due to our vast geographic area. Coupled with the limitations of resources at the local-level, regional planning and coordination are critical in achieving operability and interoperability. These challenges have hampered our ability to support a coordinated multi-agency response to an imminent threat or actual act of terrorism, natural, and technological event (THIRA pg. 9 & 14 & 16 & 36-37). The THIRA also identifies the capability of intelligence and information sharing gaps (THIRA pg. 17 & 18) as ability to identify and analyze local context of the threat for the respective area of responsibility. Facilitate the sharing of threat information with intelligence stakeholders. Lastly, the RGCOG's 2021 Implementation Plan (IP pg. 18) highlights the region's efforts in sustaining, maintaining, and addressing operational communications gaps. The gaps identified include: 1) the need to replace end of life equipment; 2) procurement of repeater(s); 3) building redundancy; and 4) sustaining partnerships with emergency entities at the local, state, and federal level. The RGCOG's IP established the regional priority of Information and Intelligence Sharing and Cooperation with first responder emergency entities and Interoperable Communications.

Existing Capability Levels :

Describe the existing capability levels, including resources that are currently in place to support this project prior to the use of grant funds.

Based on the RGCOG's Regional Interoperable Communication Plan (RICP) which aligns with the National Emergency Communications Plan (NECP), Statewide Communications Interoperable Plan (SCIP), and SAFECOM Interoperability Continuum, Horizon City Police Department is at Level 3 of operations. Horizon Police Department meets and collaborates with key multi-discipline staff to promote interoperability, participates in joint standard operating procedures for planned events and emergency level response, shares common frequencies and talk groups, developed a common interface to share information, participates in multi-agency/multi-discipline tabletop exercises, thus providing workable interoperability solutions, and coordinates response across the El Paso region. Presently, Horizon City Police Department operates both analog and digital radio systems. Internal existing capabilities that are currently in place to support this project are: 1) active participation in the FirstNet-First Responder Authority program; 2) personnel capacity to support the management and administration of the project and communications center. All of the departments' telecommunicators are Emergency Medical Dispatch, Emergency Fire Dispatch certified, and TCOLE licensed; and 3) Access to situational assessments and information sharing among first responder emergency entities. External resources: Horizon City Police Department in conjunction with the El Paso County 911 District, Emergency Services Districts, and contiguous jurisdictions have secured the following resources in order to support this project: 1. leveraged local, state, and federal funding for the build-out of the multi-purpose center (estimated cost \$8,537,842); 2. purchase of a communications radio tower (estimated cost \$60,000); 3. the purchase of the communications center's furniture to include workstations (estimate cost \$102,000); 4. registering and obtaining a registry ID for the Center as a secondary PSAP with the FCC; and 5. crafting and executing mutual aid agreements among neighboring and regional entities.

Capability Gaps:

Describe the capability gaps which will be addressed by the project. For federal Homeland Security Grants,

include specific references to the regional or statewide State Preparedness Report (SPR).

Horizon City Police Department is currently at a level three (3) of operations as defined in the core capability of Operational Communications (SPR pg. 40-41), need to build redundancy and connect with regional networks and statewide systems. Additionally, the Regional Interoperable Communications Plan (RCIP, pg. 17-18) identified Horizon Police Department needs: 1) the need to replace end of life equipment; 2) procurement of repeater(s); 3) building redundancy; and 4) sustaining partnerships with first responder emergency entities at the local, state, and federal level. The SPR (pg. 12) outlined the capability of intelligence and information sharing as a common gap throughout the RGCOG region. The ability to identify or notify first responder emergency entities of any eminent threat timely relies on the ability in having operational communications systems.

Impact Statement :

Describe the project goals/objectives and how this project will maintain capabilities or reduce capability gaps. The project's goal is to enhance and expedite the capacity for timely communications in support of security and situational awareness among and between affected communities within the RGCOG jurisdictions. The project's objective is to procure and install mission critical communications equipment, which will augment current capabilities to integrate and interoperate with emergency entities at the local, state, and federal level. Horizon City Police Department's communications enhancements will reduce the RGCOG region's operational communications gaps by interconnecting regional networks and statewide systems and enable data sharing with first responder emergency entities and other partner organizations at all levels. Making strategic investments in regional communications infrastructure will strengthen operability and interoperability in Far West Texas and Texas.

Homeland Security Priority Actions:

Identify the Texas Homeland Security Priority Action most closely aligned with this project. Each Priority Action is linked with an *Objective from the Texas Homeland Security Strategic Plan (HSSP)*. List the Priority Action by number and text (e.g. 1.2.3 Expand and enhance the network of human sources that can provide detailed and relevant information on known or suspected terrorist and criminal enterprises.)

This project supports Homeland Security objective 4.3 and priority actions: 4.3.1 Enhance partnerships with regional radio systems across the state to ensure radio system coverage and connectivity for interoperability. 4.3.5 Make strategic investments in statewide communications infrastructure to strengthen operability and interoperability. 4.3.6 As public safety broadband is expanded, continue to work with the public safety community statewide to incorporate mobile broadband applications that enable interoperable data and information sharing into state and regional communications response plans and governance. This project supports Homeland Security objective 4.6 and priority actions: 4.6.4 Continue expanding the use of social media and new technology platforms to provide accurate and timely emergency information to the public. 4.6.6 Complete the statewide implementation of Next Generation 9-1-1 to enhance the capability of Public Safety Answering Points to receive information and data to inform emergency response operations. This project supports Homeland Security objective 4.6 and priority actions: 1.1.2 At the state and local levels, ensure close integration of intelligence analysis into all homeland security operations, to include use of technical situational awareness platforms. 1.1.6 Expand and enhance law enforcement intelligence and crime analysis training delivered to all law enforcement agencies in the state through development of common training standards, programs, and certification processes.

Target Group :

Identify the target group and population expected to benefit from this project.

The primary target groups/jurisdictions: First responder emergency entities at the local, state, federal level within the RGCOG's region. Although, the jurisdictions of: City and County of El Paso, City of Socorro, City of San Elizario, Town of Clint, Hudspeth County, City of Dell City, Emergency Services Districts, and El Paso County 911 District will be primarily impacted. The secondary target groups: Other partner organizations at all levels and the region's constituents.

Long-Term Approach:

Describe how the applicant agency will maintain the capabilities supported by this project without additional federal or state funds. If sustainment is dependent upon federal or state grants, describe the ongoing need for future grants, as applicable.

The Town of Horizon City, City Council has made a strategic investment and is fully committed in the build-out, future maintenance, and recurring communications cost of the communications center. The Town of Horizon City will rely on its general budget to support future and recurring expenses. Horizon City Police Department will continue to leverage and maximum all local and regional resources to assist in expanding radio systems, equipment, and end-user communication systems.

Project Activities Information

HSGP Instructions for Project Activity Selection

Homeland Security Grant Program (HSGP) applicants should only select one project activity. The eGrants system will allow multiple selections, but each HSGP subrecipient project must fit into one and only one of the Investment Categories that are listed as project activities under the "Activity List".

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Information and Intelligence Sharing/Cooperation	25.00	Enhancing intelligence coordination and collaboration across first responder emergency entities at all levels will allow for the region's ability to identify, assess, monitor and disrupt potential domestic terrorism and other mass casualty threats.
Interoperable Emergency Communications	75.00	Equipping and enhancing Horizon City Police Department (Communications Center) with P-25 mission critical communications equipment will create a path for the interconnection to the NG9-1-1 networks and systems between rural and urban jurisdictions with in the RCGOG region. The communications center will serve as a redundant site to El Paso County 911 District, offer 24/7 dispatching services to contiguous jurisdictions who's communications systems are at the end of life, two Emergency Services Districts (ESDs) encompassing seven (7) Volunteer Fire Departments, two (2) Fire Marshal Divisions, and Horizon City Police Department.

Measures Information**Objective Output Measures**

OUTPUT MEASURE	TARGET LEVEL
Number of exercises conducted.	0
Number of individuals participating in exercises.	2
Number of intelligence and information sharing systems created, maintained or enhanced.	50
Number of intelligence products created.	40
Number of interoperable communications devices procured or upgraded.	18
Number of interoperable communications systems created, maintained or enhanced.	18
Number of people trained.	18
Number of trainings conducted.	12

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
Number of agencies actively participating in the Intelligence and Information Sharing program.	30
Number of agencies served by the interoperable communication system.	12
Number of intelligence products distributed/shared.	50
Percent (%) of population that can be reached by emergency public information technologies.	100
Percent (%) of response agency's first responders with equipment meeting P25 standards.	100

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Percent (%) of response agency's radios programmed in compliance with the Texas Statewide Communications Interoperability Plan (TSCIP).	100
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Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL
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Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL
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Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a [resolution](#) that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the approved resolution to eGrants by going to the Upload.Files tab and following the instructions on Uploading eGrants Files.

Contract Compliance

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:

☐ Yes
☒ No

For applicant agencies that selected Yes above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:

- ☐ Yes
☒ No
☐ N/A

For applicant agencies that selected either No or N/A above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

- ☐ Yes
☒ No
☐ N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

10/1/2020

Enter the End Date [mm/dd/yyyy]:

9/30/2021

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (in Whole Dollars \$) of Federal Grant Funds expended:

1995356

Enter the amount (in Whole Dollars \$) of State Grant Funds expended:

371093

Single Audit

Applicants who expend less than \$750,000 in federal grant funding or less than \$750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of \$750,000 or more, or state grant funding of \$750,000 or more during the most recently completed fiscal year?

Select the appropriate response:

- ☒ Yes
☐ No

Applicant agencies that selected Yes above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:

5/12/2020

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

☒ I Certify

☐ Unable to Certify

Enter the debarment justification:

FFATA Certification

Certification of Recipient Highly Compensated Officers – The Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (HSGD) to report the names and total compensation of each of the five most highly compensated officers (a.k.a. positions) of each sub recipient organization for the most recently completed fiscal year preceding the year in which the grant is awarded if the subrecipient answers YES to the FIRST statement but NO to the SECOND statement listed below.

In the sub recipient's preceding completed fiscal year, did the sub recipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) \$25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?

☐ Yes

☒ No

Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?

☐ Yes

☒ No

If you answered YES to the FIRST statement and NO to the SECOND statement, please provide the name and total compensation amount of each of the five most highly compensated officers (a.k.a. positions) within your agency for the current calendar year. If you answered NO to the first statement you are NOT required to provide the name and compensation amounts. NOTE: "Total compensation" means the complete pay package of each of the sub recipient's compensated officers, including all forms of money, benefits, services, and in-kind payments (see SEC Regulations: 17 CCR 229.402).

Position 1 - Name:

Position 1 - Total Compensation (\$):

0

Position 2 - Name:

Position 2 - Total Compensation (\$):

0

Position 3 - Name:

Position 3 - Total Compensation (\$):

0

Position 4 - Name:

Position 4 - Total Compensation (\$):

0

Position 5 - Name:

Position 5 - Total Compensation (\$):

0

FUND SOURCE INFORMATION AND REQUIREMENTS**DHS Project Type: Develop/enhance interoperable communications systems****Capabilities****Core Capability: Operational Communications****Identify if this investment focuses on building new capabilities or sustaining existing capabilities. : Existing Capabilities (Sustain)****Are the assets or activities Deployable or Shareable: Shareable****___ Check if this Investment requires new construction or renovation, retrofitting, or modification of existing structures****___ Check if these funds will support a project that was previously funded with HSGP funding****Project Management Step Involved:****Check the step that most closely resembles the phase of the project activities to be completed during the grant period.****Step: Execute****Description: The period within the project lifecycle during which the actual work of creating the project's deliverables is carried out.****Process: Involves directing, accomplishing, managing, and completing all phases and aspects of work for a given project.****Milestones****Milestone: Accept Award, Submit & Receive SWIC Letter/Approval; Completion Date: 10-31-2021****Milestone: Procurement Process In Adherence with City Policy: Initiate Purchase Order ; Completion Date: 11-30-2021****Milestone: Inspect & Inventory & Accept Equipment ; Completion Date: 03-30-2022****Milestone: Install and Configuration and Cut Over of all Proposed Equipment; Completion Date: 06-30-2022****Milestone: Complete and Final Project Acceptance and Close Out of the Grant; Completion Date: 08-31-2022****NIMS Resources****___ Check if this project supports a NIMS typed resource****Enter the name of the typed resources from the Resource Type Library Tool:****Enter the ID of the typed resources from the Resource Type Library Tool:****Fiscal Capability Information****Section 1: Organizational Information******* FOR PROFIT CORPORATIONS ONLY *******Enter the following values in order to submit the application****Enter the Year in which the Corporation was Founded: 0****Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status: 01/01/1900****Enter the Employer Identification Number Assigned by the IRS: 0****Enter the Charter Number assigned by the Texas Secretary of State: 0****Enter the Year in which the Corporation was Founded:****Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:****Enter the Employer Identification Number Assigned by the IRS:****Enter the Charter Number assigned by the Texas Secretary of State:**

Section 2: Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts)?

Select the appropriate response:

- ☐ Yes
☐ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:

- ☐ Yes
☐ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:

- ☐ Yes
☐ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 3: Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:

- ☐ Yes
☐ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

- ☐ Yes
☐ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

- ☐ Yes
☐ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 4: Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts.

Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

☐ Yes
☐ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

☐ Yes
☐ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Section 5: Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits. Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:

☐ Yes
☐ No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

☐ Yes
☐ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Equipment	06CP-01-BASE Radio, Base	Interoperable communications equipment-base radio (RF site) system.	\$23,025.00	\$0.00	\$0.00	\$0.00	\$23,025.00	1
Equipment	06CP-01-MOBL Radio, Mobile	Interoperable communications equipment (700/800) mobile radio equipment deployed as temporary base stations.	\$67,020.00	\$0.00	\$0.00	\$0.00	\$67,020.00	6
Equipment	06CP-01-MOBL Radio, Mobile	Interoperable communications equipment (VHF) mobile radio equipment deployed as temporary base stations.	\$41,724.00	\$0.00	\$0.00	\$0.00	\$41,724.00	4
Equipment	06CP-03-TOWR Systems, Antenna and Tower	Interoperable communications equipment-	\$242,337.00	\$0.00	\$0.00	\$0.00	\$242,337.00	1

		Critical Mission Communication (K-Core) fixed systems.						
Equipment	06CP-03-TOWR Systems, Antenna and Tower	Interoperable communications equipment-Critical Mission Communication (MCC 7500) fixed systems.	\$290,770.50	\$0.00	\$0.00	\$0.00	\$290,770.50	5
Equipment	06CP-03-TOWR Systems, Antenna and Tower	Interoperable communications equipment-Critical Mission Communication antenna.	\$28,621.00	\$0.00	\$0.00	\$0.00	\$28,621.00	1
Equipment	06CP-03-TOWR Systems, Antenna and Tower	Interoperable communications equipment-Critical Mission Communications equipment spares.	\$20,115.00	\$0.00	\$0.00	\$0.00	\$20,115.00	1
Equipment	14SW-01-SNSR Sensors/Alarms, System and Infrastructure Monitoring, Standalone	Physical security enhancement equipment-Warning system (alarm) for the mission critical system to provide warning when system failed or is near failure.	\$20,960.00	\$0.00	\$0.00	\$0.00	\$20,960.00	1

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT
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Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Equipment	\$734,572.50	\$0.00	\$0.00	\$0.00	\$734,572.50

Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$734,572.50	\$0.00	\$0.00	\$0.00	\$734,572.50

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds
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You are logged in as User Name: rmendoza

**THE STATE OF TEXAS)
)
COUNTY OF EL PASO) **FIRST AMENDMENT TO
EMERGENCY AMBULANCE SERVICE
AGREEMENT (ELITE MEDICAL TRANSPORT)****

THIS FIRST AMENDMENT TO EMERGENCY AMBULANCE SERVICE AGREEMENT, effective March 1, 2020 (“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 ELITE MEDICAL TRANSPORT OF TEXAS, LLC, a Texas limited liability corporation,, hereinafter referred to as “Elite”.

RECITALS

WHEREAS, the City entered into an Emergency Ambulance Service Agreement (the “Agreement”) with Elite for one year to properly provide for the health, safety and general welfare of it’s citizens in the critical area of emergency medical care, effective on March 1, 2020;

WHEREAS, the Agreement in Article V, Term, allows the City, at its discretion to renew the Agreement for one (1) additional year;

WHEREAS, the parties desire to extend the term of the Agreement for one year to February 28, 2022; and

WHEREAS, entering into this Agreement is appropriate as Elite is qualified to perform the services, in accordance with all applicable state and local laws and ordinances.

NOW, THEREFORE, for the consideration set forth in this Agreement, City and Elite agree to add the following provisions, which amend the Agreement. All provisions in the Agreement shall remain in full force and effect, unless amended herein.

ARTICLE V.

The extended Term of the agreement shall commence on March 1, 2021 and shall expire on February 28, 2022.

The Agreement as amended by this First Amendment, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral, with respect to this Agreement. The

Agreement shall not be amended or modified, except by written amendment, executed by both parties.

5.2 Remaining Agreements and Amendments. All provisions of the Agreement, including all prior Amendments, that are not amended herein remain in full force and effect.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

Date: _____, 2021

TOWN OF HORIZON CITY:

Ruben Mendoza, Mayor

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Bertha A. Ontiveros
Assistant City Attorney

Michael McConnell
Police Chief

ELITE MEDICAL TRANSPORT OF TEXAS, LLC:

By: _____
Rob Campion, President

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**SUBRECIPIENT/SUBCONTRACTOR
CARES FUNDS AGREEMENT**

This Agreement (“**Agreement**”) is effective as of the date it is signed by both Parties (“**Effective Date**”) and is between the Town of Horizon City, a home rule municipality, (the “**City**”) and Elite Medical Transport of Texas, LLC, a Texas limited liability company (“**Subcontractor**”). Subcontractor and City may be referred to singularly as a “**Party**” or collectively as “**Parties**.” The Parties agree to all the recitals, terms, conditions, and representations contained in this Agreement.

WHEREAS, Coronavirus Disease 2019 (“**COVID 19**”) is a virus identified as the cause of an outbreak of respiratory illness detected in the United States; and

WHEREAS, by March 13, 2020, after the Centers for Disease Control affirmed COVID19 as a global pandemic, the President of the United States, the Governor of Texas and both the El Paso County Judge and Mayor of the Town of Horizon City, declared the COVID-19 pandemic as a disaster in their respective overlapping jurisdictions and which such declaration of disaster continues; and

WHEREAS, the Governor of Texas and both the El Paso County Judge and Town of Horizon City have issued further orders and ordinances from time to time regarding the operation of both essential and non-essential businesses in response to the COVID-19 disaster; and

WHEREAS, these orders, while having a positive effect of slowing the rate of transmission of COVID-19, adversely affected the emergency services, businesses and the workforce in the Town of Horizon City and in the County of El Paso; and

WHEREAS, the City has received funds from the County of El Paso (“**County**”) from the Coronavirus Aid, Relief and Economic Security Act (“**CARES Act**”) administered by the United States Department of Treasury (“**Granting Agency**”) for the Coronavirus Relief Fund program (“**Program Funds**”) through an Interlocal Subrecipient Grant Agreement dated July 14, 2020 for the distribution of such Program Funds, including and as amended by a First Amendment dated October 27, 2020 and a Second Agreement approved on November 23, 2020 which authorizes the City to subcontract with vendors, organizations, non-profits and businesses on Covid-19 related matters (collectively, “**Interlocal Subrecipient Agreement**”); and

WHEREAS, the Subcontractor is a provider of emergency ambulance services in Horizon City and surrounding areas of El Paso County, and funds allocated to be used by Subcontractor in this Agreement for additional equipment to assist the Subcontractor with COVID-19 response and remediation in Horizon City and surrounding areas are necessary expenditures incurred to provide such emergency ambulance response and related medical services due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19); and

WHEREAS, the CARES Act funds used in this Agreement are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19); and

WHEREAS, the CARES Act funds used in this Agreement were not accounted for in the budget most recently approved by the Town of Horizon City; and

WHEREAS, the expenditures under this Agreement will be incurred during the period that begins on February 9, 2021, and ends on December 30, 2021.

WHEREAS, the City finds that the funds distributed under the Program Scope of this Agreement, attached hereto as **Attachment A** and made a part hereof for all purposes (the “**Program Scope**”) are necessary expenditures and are consistent with the CARES Act; and

WHEREAS, on May 28, 2020, May 4, 2020, April 22, 2020, June 30, 2020 and September 2, 2020, the Granting Agency issued guidance and provided that CARES Act funds may be used for programs aimed at assisting small businesses with the costs of business interruption caused by required closures, tailored to assist those businesses in need of such assistance; and

WHEREAS, the City has identified and determined that collaborating with the Subcontractor and allocating Program Funds for the Program Scope serves a municipal purpose will help provide and distribute immediate food assistance to residents of Horizon City and protect the public health and safety of the City’s residents; and

NOW THEREFORE, the City and the Subcontractor, in consideration of the terms, conditions, and covenants contained in this Agreement, hereby agree as follows:

I. OBLIGATIONS Section A. Program Scope and Term

1. Subcontractor expressly agrees to comply with all of the terms and conditions of the Program Scope, **Attachment A**, attached hereto and referenced herein or all purposes. The Subcontractor will be responsible for repaying the City any funds that the Subcontractor expends in violation of any provisions under this Agreement, including the OMB Requirements, the Program Requirements, and the Granting Agency Requirements and the Interlocal Subrecipient Agreement, **Attachment B**, attached hereto and referenced herein for all purposes, but only to the extent provided in the Program Scope. Notwithstanding any provision to the contrary herein, the Subcontractor will not be liable for the repayment of any funds (i) that were distributed in accordance with Program Funds requirements in effect and provided to the Subcontractor by the City as of the date of distribution; or (ii) if the Program Scope is found by the Granting Agency to be ineligible, provided that the Subcontractor will immediately cease any activities under the Program Scope upon notification by the City, notification by the Granting Agency, the County or actual knowledge by the Subcontractor that the Program Scope has been disallowed. Upon a change in the Program Fund Requirements in effect as of the date hereof, the Subcontractor will be liable for repaying any funds in violation of the revised Program Fund Requirements

provided (i) it has received notification from the City or County of any change in Program Fund Requirements that would render said funds in violation of said requirements or (ii) actual knowledge by the Subcontractor that the Program Scope or a particular expense provided therein has been disallowed by the Program Funds Requirements.

2. Beneficiaries of the services to be provided hereunder primarily live in city limits of the Town of Horizon City or within County of El Paso, and Subcontractor shall provide services as outlined in **Attachment A**.
3. **Term**. Unless terminated sooner as allowed under this Agreement, this Agreement commences on the date it is signed by both Parties and terminates on December 30, 2020.

SECTION B. Compensation, Reporting and Program Income

1. Subcontractor shall perform its services within the monetary limits contained in **Attachment A**. In no event shall compensation to the Subcontractor exceed the lesser of Subcontractor's costs attributable to the work performed, or the monetary limits described in **Attachment A**, nor shall the City pay for expenses or services which will be reimbursed by another funding source or for services which are not performed or for exceeding performance targets of this Agreement.

1. Subcontractor will be compensated in two distributions: An amount of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) payable upon execution of this Agreement ("First Disbursement"); and the remaining amount of the allotted funds or an amount not to exceed NINE THOUSAND TWO HUNDRED FIFTY TWO AND NO/100 DOLLARS (\$9,252.00) payable upon showing that Subcontractor has expended the First Disbursement in accordance with the terms of this Agreement ("Final Disbursement") subject to the sole discretion of the City, for a Total Amount not to exceed of NINETEEN THOUSAND TWO HUNDRED FIFTY TWO AND NO/100 DOLLARS (\$19,252.00).

It may take up to seven (7) days for the City to process a disbursement after receiving a request for disbursement from the Subcontractor. Final Disbursement is contingent on full reporting of funds expended under the First Disbursement to City of expenses incurred. If City determines that sufficient progress is not made towards expenditures of advanced funds and/or Subcontractor fails to meet financial reporting obligations and program deliverables as contained in this Agreement and Attachments, Subcontractor will not receive the Final Disbursement of grant funds or Final Disbursement may be delayed.

2. Only allowable costs under the terms of this Agreement and approved Budget are permitted. The City shall immediately notify Subcontractor if any item provided in the Program Budget is no longer acceptable as an allowable expense. The Subcontractor will obtain the advance written approval of the Mayor for any changes to the Program Budget, such changes, including but not limited to, increases in budget, decreases in budget, and changes in budget category amounts. If the City determines that unexpended funds are present, then the City may adjust the contract amount to remove such amounts at the City's discretion. For purposes of this Agreement,

the term “Allowable Expenses or Costs” means any expenses eligible for reimbursement under federal, state, and local laws, such as the OMB Requirements, Program Funding Requirements, and Granting Agency Requirements, applicable to the Program funding and/or requirements by the Granting Agency. Subcontractor acknowledges and agrees that Allowable Expenses may change over time in accordance to Granting Agency clarifications and regulations. The City agrees to provide the Subcontractor with any changes to Granting Agency requirements and regulations as it learns of such changes and the Subcontractor will verify federal regulations and consult with the City for any questions regarding what expenses constitute Allowable Expenses. The City may withhold any disbursements from the Subcontractor if the Mayor reasonably believes that the Subcontractor has not complied with all obligations under this Agreement, the Subcontractor has breached any representations and warranties, the submitted expenditures are not in accordance to the approved Program Budget as provided in this Agreement, the Subcontractor has not met all Granting Agency’s requirements or federal, state or local laws, the expense have not been incurred or that any proof of expenses provided by the Subcontractor are not adequate. The Subcontractor shall repay to the City any amounts received by the Subcontractor that are not allowed under this Agreement, the OMB Requirements, the Program Funds Requirements, or the Granting Agency Requirements. The City represents and warrants that the funds to be made available under this Agreement are to be distributed to Subcontractor as (i) necessary expenditures to address emergency individual needs incurred due to the public health emergency with respect to COVID19 and (ii) were not accounted for in the budget most recently approved as of March 27, 2020, by the City. The Subcontractor also represents and warrants that any expenditures made by the Subcontractor from grant funds under this Agreement will be for (i) necessary expenditures to address emergency individual needs incurred due to the public health emergency with respect to COVID-19, and (ii) expenses that have been incurred during the period that begins on February 9, 2021 and ends on December 30, 2021.

3. All expenses made by the Subcontractor must be supported by valid invoices or other supporting documentation of financial liability in the Subcontractor’s files acceptable to the City. All line items reported must reconcile with the corresponding line item in the Subcontractor’s general ledger accounts, on a current basis, and with year-to-date balances.

4. Allowable expenses may be withheld or be asked by City to be reimbursed if such requests or backup materials are deemed to be inaccurate, unreasonable, or inadequate.

5. Subcontractor further understands that this funding is contingent upon the City receiving funds from the Federal Government. If Federal funding should be increased, decreased or terminated, the City may amend or terminate this Agreement.

Section C. Suspension, Termination and Amendment

1. The City may suspend or terminate this Agreement should Subcontractor materially fail to comply with the terms of this Agreement in accordance with 2 CFR 200. The City shall give the Subcontractor written notice of the suspension or termination with the understanding that all services being performed under this Agreement shall cease upon the date specified in such notice. Subcontractor shall invoice City for all services completed and shall be compensated

in accordance with the terms of this Agreement for services performed prior to the date specified in such notice.

2. The City and Subcontractor may each terminate this Agreement for any reason following a thirty (30) calendar day written notice to the other Party. The City may terminate this Agreement immediately if CARES Act funding is suspended.
3. If Subcontractor breaches any term or condition of the Agreement, or if any change of circumstances renders it unlikely that the Subcontractor will perform the services required hereunder, the City may take one or more of the following action:
 - a. Withhold further payments, either pending corrective action by the Subcontractor, or permanently, if there is inadequate or no corrective action by the Subcontractor;
 - b. Disallow costs for all or part of the activity or action not in compliance;
 - c. Wholly or partly suspend or terminate this Agreement;
 - d. Withhold further Agreements to the Subcontractor; or
 - e. Pursue any other remedies that are available at law or equity.
4. Amendments to this Agreement requested by Subcontractor must be in writing and accompanied by all necessary supporting documents.
5. Close out. Regardless of the reason or method of termination of this Agreement, the Subcontractor will remain responsible for complying with all close out procedures required under the OMB Requirements and the Program Fund Requirements. This close-out period may extend beyond the term of this Agreement. Furthermore, the closeout of a Federal award does not affect any of the following: 1) The right of the Granting Agency or the City or the County to disallow costs and recover from the Subcontractor funds on the basis of a later audit or other review. 2) To the extent allowed by the OMB requirements and the Program Fund Requirements and only to the extent provided in Section 2 hereof, the Subcontractor will repay the City any funds that are determined to be disallowed costs even if performance obligations or work has been completed.

Section D. Reversion of Assets

Upon expiration or termination of this Agreement, the Subcontractor shall promptly transfer to the City, in accordance with 2 CFR 200: (1) any funds on hand at the time of the expiration or termination; (2) all the accounts receivable attributable to the use of CARES Act funds; (3) any claims against third parties based upon CARES Act funds; and (4) any funds which City determines have not been expended in accordance with the terms of this Agreement. This transfer shall be completed within seven (7) business days after such refund is requested by the City.

Section E. Form, Access to and Retention of Records

1. Subcontractor shall prepare and maintain proper files, books, and records in accordance with relevant federal, state and local laws as they pertain to costs incurred, audits, program income, administration, activities, and functions, and all of the relevant matters contained in said publications. These records shall be maintained for a period of five (5) years after the termination or expiration of this Agreement.
2. The City, the County, Granting Agency, and/or designees shall have a right of access to make copies of and a right to audit all of the Subcontractor's files, books, and records which are deemed pertinent to the performance of this Agreement. Copying and auditing will be performed at a reasonable time and place, such as during the Subcontractor's usual business hours, and at Subcontractor's principal place of business or office. This right shall continue for five (5) years after termination or expiration of this Agreement. The City, the County or Granting Agency and/or their designees may additionally request the copying, mailing and/or electronic transmission of records by Subcontractor.
3. Subcontractor agrees that at all times prior to and after termination of this Agreement, all papers, books, files, correspondence, and records relative to the performance of services under this Agreement are owned by and are the sole property of the City. The Subcontractor will hold and possesses the papers, books, files, correspondence, and records as the property of the City and shall relinquish them to the City upon its request during the term of this Agreement and at any time during the five (5) years after termination or expiration of this Agreement. The City, the County or Federal Granting Agency and/or their designees may additionally request the copying, mailing, and/or electronic transmission of records by Subcontractor.

Section F. Monitoring

1. City reserves the right on its behalf, and on behalf of the County or the Granting Agency, to perform, or have their designees perform, a periodic on-site and desk audit monitoring of Subcontractor's compliance with the provisions of this Agreement. The monitoring shall be conducted in a reasonable time, place, and manner. The Subcontractor shall provide the assistance and information needed by the City or its designees in monitoring and evaluating the performance of the above-mentioned areas of accountability. It is understood that the City, or its designee, will perform periodic fiscal and programmatic monitoring review, including review of any audits conducted by Subcontractor. The City, Granting Agency and/or their designees may request the copying, mailing, and/electronic transmission of Subcontractor's records in connection with an on-site or desk audit monitoring. The Subcontractor must provide all supporting documentation for verification in accordance with the terms of the Agreement. The Subcontractor must provide all policies and procedures related to the Program upon request.
2. Monitoring reviews will include a written report to the Subcontractor documenting findings and concerns that will require a written response to the City. An acceptable response must be received by the City from the Subcontractor on or before the date specified on the

monitoring report or audit review letter, or otherwise future payments will be withheld under this Agreement.

3. Failure of the Subcontractor to take all actions necessary to resolve and close monitoring or audit findings on or before the date specified on the monitoring report or audit review letter shall be considered a breach of this Agreement and cause for termination of this Agreement by the City.
- 4.

Section G. Compliance with Laws

1. Subcontractor understands that it will be reimbursed under this Agreement with CARES Act funds and agrees to comply with all applicable local, State, and Federal Laws, including, but not limited to, 2 CFR 200. This includes compliance with all requirements of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards codified under Title 2 of the Code of Federal Regulations part 200 as may be amended, including all appendixes (“OMB Requirements”). The Subcontractor understands that **Attachment C** is only a portion of the OMB Requirements and the Subcontractor must refer to Title 2 of the Code of Federal Regulations part 200 for all requirements. Further, the Subcontractor understands that the City must also comply with the OMB requirements and the City depends on the Subcontractor’s cooperation in order to comply with OMB requirements. As such, the Subcontractor will perform any obligations reasonably requested by the City that are necessary to ensure that the City complies with the OMB requirements. In addition, the Subcontractor will comply with all Program Funds requirements listed under Section 5001 of the Cares Act (“Program Fund Requirements”). In addition, the Subcontractor will perform any obligations reasonably requested that are necessary to ensure that the City complies with Program Fund Requirements. The Subcontractor understands that **Attachment D** - Granting Agency Requirements is only a portion of the Program Fund Requirements and that the Subcontractor must refer to Section 5001 of the CARES Act for additional requirements.
2. Subcontractor understands and agrees that:
 - a. No appropriated funds may be expended by the Subcontractor of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following coerced Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
 - b. Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, set forth in **Attachment E**, attached hereto and made a part hereof, that the person has not

made, and will not make, any payment prohibited by subparagraph (a) of this Section.

- c. Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a “Disclosure of Lobbying Activities,” Standard Form (SF-LLL), set for in **Attachment G**, attached hereto and made a part hereof, if such person has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (a) of this section if paid for with appropriated funds.
 - d. It is understood and agreed by the Parties hereto that performances under this Agreement must be rendered in accordance with the terms of the Granting Agency, the regulations promulgated by the Granting Agency, the assurances and certifications made to City by Subcontractor, and the assurances and certifications made to Granting Agency by the City with regard to the operation of CARES Act program. Based on these considerations, policy directives which serve to establish, interpret, or clarify performance requirements under this Agreement shall have the effect of qualifying the terms of this Agreement and shall be binding upon Subcontractor, as if written herein, provided however that said policy directives shall not alter the terms of this Agreement.
 - e. Subcontractor understands that capital expenditures for special purpose equipment that are allowable as direct costs for items with a unit cost of five thousand dollars (\$5,000.00) or more require prior approval by the City, and shall ensure compliance with 2 CFR 200.
3. Subcontractor understands and agrees to comply with the following rules and regulations:
- a. DRUG-FREE WORKPLACE ACT of 1988. The Subcontractor affirms by signing this Agreement that it is implementing the Drug-Free Workplace Act of 1988.
 - b. LIMITED ENGLISH PROFICIENCY (LEP). Must take reasonable steps to ensure that persons with Limited English Proficiency (LEP) have meaningful access to the program, which may entail providing language assistance services, including oral and written translation, where necessary, and provide program applications, forms, and educational materials in English, Spanish, and any appropriate language, based on the needs of the service area and in compliance with the requirements in Executive Order 13166 of August 11, 2000.
 - c. REHABILITATION ACT OF 1973. Section 504 and 24 CFR Part 8 apply to all applicants and Subcontractors of financial assistance in the operation of programs or activities.
 - d. PROTECTED HEALTH INFORMATION. If Subcontractor collects or receives documentation for disability, medical records or any other medical information in the course of administering a program. Subcontractor shall comply with the Protected Health Information state and federal laws and regulations, as applicable, under 10 TAC Section 1.24, Chapter 181 of the Texas Health and Safety Code, the

Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Pub.L. 10419, 110 Stat. 1936, enacted August 21, 1996) the HIPAA Privacy Rules (45 CFR Part 160 and Subparts A and E of 45 CFR Part 14) by executing a “HIPAA Business Associate Agreement”.

- e. TITLE VI. Subcontractor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964 and related statutes, ensuring that no person shall; on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment per 42 U.S.C. Section 2000d-3), color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under this Program.

f.

Section H. Non-Religious Activities

Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the Program. Subcontractor may not use grant funds to support inherently religious activities, such as worship, religious instruction or proselytization. If Subcontractor is a religious organization, it may use CARES Act funds only in accordance with the federal regulations.

Section I. Additional Requirement

The attachments listed on this section are incorporated into this Agreement in full and are considered to be an essential part of this Agreement. The Subcontractor will comply with the requirements of all of the attachments incorporated to this Agreement. If there are any conflicts between any attachment and this Agreement, then the most stringent requirement governs.

- a. Attachment “A” – Program Scope and Budget
- b. Attachment “B”- County Interlocal Subrecipient Grant Agreement
- c. Attachment “C”- 2 CFR Part 200 Contract Requirements
- d. Attachment “D”- Granting Agency Requirements
- e. Attachment “E” – Required Subcontractor Information
- f. Attachment “F”- Certification Regarding Debarment, Suspension, Ineligibility
- g. Attachment “G”- Certification for Disclosure of Lobbying Activities

II. ADDITIONAL GRANTEE OBLIGATIONS

Section A. Indemnification and Insurance

1. THE CITY AND THE COUNTY OF EL PASO SHALL NOT BE SUBJECT TO ANY OBLIGATIONS OR LIABILITIES OF THE SUBCONTRACTOR INCURRED IN THE PERFORMANCE OF THIS AGREEMENT. THE SUBCONTRACTOR, AND/OR ITS INSURER, EXPRESSLY AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES AND THE COUNTY OF EL PASO, ITS OFFICERS, AGENTS AND EMPLOYEES FROM ANY AND ALL CLAIMS, SUITS, ACTIONS, DEMANDS, LIABILITIES AND OBLIGATIONS OF ANY KIND AND NATURE, INCLUDING INJURY OR DEATH

OR PROPERTY DAMAGE MADE UPON THE CITY OR THE COUNTY, INCIDENT TO, OR ARISING OUT OF, OR IN CONNECTION WITH THE SUBCONTRACTOR'S NEGLIGENCE, ANY OF SUBRECIPEINT'S NEGLIGENT ACTS, OR ANY OMISSION TO ACT, ANY BREACH OF CONTRACT, OR ANY ACTIONS OF THE SUBRECIPEINT OUTSIDE THE SCOPE OF THIS AGREEMENT, INCLUDING ANY ACT OF OMISSION OR NEGLIGENCE BY THE SUBCONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS WHILE THIS CONTRACT, ALL WITHOUT HOWEVER WAIVNG ANY GOVERNMENT IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW. THIS INDEMNITY SHALL COVER ATTORNEY'S FEES, COURT COSTS, WITNESS EXPENSES, AND ALL OTHER RELATED COSTS, INCLUDING AWARDS AND SETTLEMENTS AND ANY INTEREST THEREON.

2. Notwithstanding any suspension or termination hereof, Subcontractor shall not be relieved of any liability to City or to the County for damages or indemnification due to City by virtue of breach of this Agreement by Subcontractor or by virtue of this Section. City may withhold payments to Subcontractor until such time as the exact amount of damages due to the City from Subcontractor is agreed upon or is otherwise determined.

Section B. Independent Contractor

City and Subcontractor understand that Subcontractor is an independent contractor and that no term or provision hereof or act of Subcontractor in performance of this Agreement shall be construed as making Subcontractor an agent or employee of the City. All officers and employees of Subcontractor shall be solely responsible to Subcontractor, and the City shall not have any authority, responsibility, or liability with respect thereto.

Section C. Authority to Contract

Subcontractor represents and warrants that the person executing this Agreement and all documents related hereto has the authority to commit the Subcontractor to the obligations, financial and otherwise, required by this Agreement.

Section D. Discrimination Prohibited

No person in the United States shall, on the grounds of race color, national origin (including immigration status where an individual holds proper work authorization), religion, sex, ae or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program of activity receiving Federal financial assistance made available to the Subcontractor pursuant to this Agreement.

Section E. Conflict of Interest

Subcontractor covenants that during the term of this Agreement, the Subcontractor, its associates, officers, board or committee members r employees shall have no interest, direct or indirect, which will conflict in any manner with the performance of the services under this Agreement and that none of its paid personnel shall be employees of the City or have any contractual relationship with the City.

Section F. Hatch Act

Neither the funds advanced pursuant to this Agreement, nor any personnel that may be employed by the Subcontractor with funds advanced pursuant to this Agreement shall be in any way or to any extend engaged I any conduct or political activity in contravention of Chapter 15 of Title 5 of the United States Code.

Section G. Interest of Certain Federal Officials

No member of or delegate to the Congress of the United States, and no Resident Commissioners, shall be entitled to any share or part of this Agreement between City and Subcontractor or to any benefits arising there from.

Section H. Political and Lobbying Activities Prohibited

1. None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office, or for publicity, lobbying, and/or propaganda purposes designed to support or defeat legislation pending before the congress of the United States of America, the Legislature of the State of Texas, or the El Paso County Commissioners Court.
2. Employees of Subcontractor connected with any activity which is financed in whole or in part by funds provided to Subcontractor under this Agreement may not during the term of this Agreement:
 - a. Use their official position or influence to affect the outcome of an election or nomination
 - b. Solicit contributions for political purposes; or
 - c. Take an active part in political management or in political campaigns
3. Subcontractor hereby agrees to sign the Certification Regarding Lobbying, attached hereto and made a part of this Agreement as **Attachment G**, and if necessary, the Disclosure of Lobbying Activities, attached hereto and made a part of the Certification Regarding Lobbying as **Attachment G**, and return said signed Certification and if necessary, the completed Disclosure of Lobbying Activities, to City.

Section I. Subcontractor's Composition

Subcontractor shall notify the City in writing within thirty (30) calendar days in the event of any change in Subcontractor's ownership, organization, control, and management and non-profit or tax status. Subcontractor shall, at least annually, submit to the City a list of its current membership and board of directors with their appropriate titles.

Section J. Assignment

Subcontractor may not assign or otherwise transfer this Agreement either as to obligations or benefit without the prior written consent of the City. Any attempt to assign this Agreement without consent shall be null and void and may be grounds for termination of this Agreement by the City.

Section K. Required Documentation

Subcontractor hereby agrees to provide any and all documentation necessary to fulfill any and all grants (federal, state, or local) requirements pertaining hereto.

Section L. Warranty

Subcontractor represents that the information furnished to the City, upon which City relied to make this grant, is correct and true.

Section M. Liability

Subcontractor shall be liable to the City for the full amount of any funds received pursuant to the terms of this Agreement which Subcontractor knowingly accepts or disburses in violation of the terms and conditions herein.

Section N. Acknowledgment in Printed Materials

Subcontractor is encouraged to acknowledge the City for its support of the provision of services under this Agreement in all appropriate printed materials. However, the City reserves the right to approve, in whole or in part, the form of such acknowledgments which Subcontractor proposes to include in any printed materials.

Section O. Copyrights and Patents

1. If this Agreement results in a book or other copyrightable material, the City's approval must be obtained to copyright the work. Additionally, the City reserves a royalty fee along with a nonexclusive and irrevocable right to reproduce, public, or otherwise use, and to authorize others to use the work for government purposes.
2. Any discovery or invention arising out of or developed in the course of the services aided by this agreement shall be promptly and fully reported to the City for a determination as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

III. GENERAL PROVISIONS

Section A. Texas Corporation and Venue

Subcontractor warrants that it is incorporated in and otherwise entitled to do business in the State of Texas as a non-profit corporation. If Subcontractor is doing business under an assumed name, a copy of the "Assumed Name Certificate" filed with the El Paso County Clerk must be provided to the City prior to the execution of this Agreement. This Agreement is entered into in the County of El Paso, Texas and shall be governed and construed under the laws of Texas. Venue shall be in El Paso County, Texas.

Section B. Waiver

Failure by either Party on one or more occasions to exercise one or more of its rights hereunder shall not be construed as a waiver of such rights, and rights granted hereunder are in addition to those available under law and equity.

Section C. Severability

All agreements, covenants or provisions contained herein are severable, and in the event any of them shall be held to be invalid by any competent court, this Agreement shall be interpreted as though such valid agreement, covenant or provision was not contained herein.

Section D. Captions

The captions of various sections of the Agreement are for convenience of reference only, and shall not alter the terms and conditions of this Agreement.

Section E. Survival

Subcontractor shall remain obligated to the City under all clauses of this agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement.

Section F. Notices

All notices, communications and reports under this Agreement shall be either hand delivered or mailed, postage prepaid in the United States Postal Service, to the respective Parties at the respective addresses shown below, unless and until either Party is notified in writing.

City: Town of Horizon City
 Attn: Mayor
 14999 Darrington Road
 Horizon City, Texas
 (915) 852-1046 x106
 mayor@horizoncity.org

Subcontractor: Elite Medical Transport
 1000 Texas Street
 El Paso, Texas 79905
 Attention: Rob Campion, President

Section G. Entire Agreement

This Agreement reflects the final, complete and exclusive understandings of the Parties hereto, and may not be waved, altered, or modified except by written agreement of both Parties.

Section H. Subcontracting. Unless allowed under the Program Scope, the Subcontractor may not be subcontract any activities under this Agreement without the prior written consent of the City.

Section I. Confidentiality. The City will handle all release of information obtained under this Agreement as required under the Texas Public Information Act. The Subcontractor agrees to the release of this Agreement pursuant to a request made under the Texas Public Information Act. This clause survives the completion or termination of this Agreement.

Section J. Successors and Assigns. This Agreement is binding on the City and the Subcontractor, and the Subcontractor's successor and assigns. Neither Party may assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the other.

Section K. No Third Party Beneficiaries. This Agreement is entered for the benefit of the City and the Subcontractor only. No third party has any rights to enforce any obligations or rights under this Agreement.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement below.

CITY SIGNATURE PAGE

TOWN OF HORIZON CITY:

Ruben Mendoza
Mayor

DATE:_____

ATTEST:

Elvia Schuller, City Clerk

DATE:_____

APPROVED AS TO LEGAL FORM:

Bertha A. Ontiveros, Asst. City Attorney

DATE:_____

SUBCONTRACTOR SIGNATURE PAGE

ELITE MEDICAL TRANSPORT OF TEXAS, LLC

BY: _____
Rob Campion, President

Date: _____

(The foregoing representative of Subcontractor expressly represents that execution of this Agreement has been lawfully authorized by the Subcontractor)

ATTACHMENT A
Scope of Services and Budget

ATTACHMENT

B

County Interlocal Subrecipient Grant Agreement

ATTACHMENT C
2 CFR Part 200 Contract Requirements

ATTACHMENT

D

U. S. Treasury Department Requirements

ATTACHMENT

E

Required Subcontractor Information

ATTACHMENT

F

Certification Regarding Debarment, Suspension, Ineligibility

ATTACHMENT G

Certification for Disclosure of Lobbying Activities

EMERGENCY ORDINANCE NO. 10

CONTINUING THE DECLARATION OF EMERGENCY AND RE-ENACTING THE EMERGENCY ORDINANCE INSTITUTING EMERGENCY MEASURES DUE TO A PUBLIC HEALTH EMERGENCY; SEVERABILITY CLAUSE; PENALTY AS PROVIDED HEREIN

WHEREAS, on March 13, 2020, the Governor of the State of Texas declared state of disaster and the President of the United States of America declared a national emergency in relation to COVID-19; and

WHEREAS, Chapter 418 of the Government Code governs Emergency Management at state and local levels, and Chapters 121 and 122 of the Texas Health and Safety Code, establishes the powers and authority of local regulation of public health; and

WHEREAS, by order issued on March 13, 2020 the County Judge of the County of El Paso has declared a county state of disaster for El Paso County, Texas; and

WHEREAS, by proclamation issued on March 16, 2020 and reaffirmed and reissued on January 11, 2021, the Mayor declared a local state of disaster for the Town of Horizon City resulting from a public health emergency; and

WHEREAS, on March 19, 2020, April 14, 2020, May 12, 2020, June 9, 2020, July 14, 2020, August 11, 2020, October 13, 2020 and November 10, 2020 and January 12, 2021, the City Council of the Town of Horizon City renewed, extended and continued the Mayor's declaration of disaster for thirty days, in accordance with Section 418.108 of the Texas Government Code; and

WHEREAS, on March 19, 2020, the City Council adopted an Emergency Order instituting Emergency Measures due to a Public Health Emergency and extended such ordinance by Emergency Ordinance No. 2 on April 14, 2020, Emergency Ordinance No. 3 on May 12, 2020, Emergency Ordinance No. 4 on June 9, 2020, Emergency Ordinance No. 5 on July 14, 2020, Emergency Ordinance No. 6 on August 11, 2020, Emergency Ordinance No. 7 on October 13, 2020, Emergency Ordinance No. 8 on November 10, 2020 and Emergency Ordinance No. 9 on November 10, 2020 and Emergency Ordinance No. 9 on January 12, 2021; and

WHEREAS, the Texas Governor continues his emergency declaration, and continues to issue emergency orders to address those certain services to be reopened on such reopening date stated in each order, and to provide guidance for each category of reopened services and urge people and governmental entities to take actions necessary to reopen the economy while slowing the spread of COVID-19;

WHEREAS, the number of COVID-19 cases in Horizon City and in the adjacent El Paso County areas continues to rise based on the evidence provided by the local health authority, the El Paso County Judge continues and has amended his orders regarding the movement of people, which pursuant to Texas Government Code Section 418.108(h)(i) are effective in incorporated (and unincorporated) areas of the county, including the Town of Horizon City; and

WHEREAS, the Town of Horizon City is a home rule municipality and under City Charter Section 3.17 allows for the City Council to adopt an emergency ordinance to meet a public emergency affecting, life, health, property or the public peace; and

WHEREAS, the state of disaster requires that certain emergency measures be taken pursuant to the Executive Order of the Governor Relating to Emergency Management; therefore, the declaration of disaster continued on March 19, 2020 and extended on April 14, 2020, May 12, 2020 and June 9, 2020, and the regulations adopted by Emergency Ordinance of the City Council on March 19, 2020 as amended by Emergency Ordinance No. 2 on April 14, 2020, Emergency Order No. 3 on May 12, 2020, Emergency Order No. 4 on June 9, 2020, Emergency Ordinance No. 5 on July 14, 2020, Emergency Ordinance No. 6 on August 11, 2020, Emergency Ordinance No. 7 on October 13, 2020, Emergency Ordinance No. 8 on November 10, 2020 and Emergency Ordinance No. 9 on January 12, 2021 shall be continued and shall remain in effect until the state of disaster is terminated.

BE IT ORDAINED BY THE CITY COUNCIL OF THE TOWN OF HORIZON CITY, TEXAS THAT:

1. The state of disaster proclaimed for the Town of Horizon City by the Mayor on March 16, 2020 and extended by Resolution of the Council on March 19, 2020, April 14, 2020, May 12, 2020, June 9, 2020, July 14, 2020, August 11, 2020; October 13, 2020, November 10, 2021 and January 12, 2021 is hereby continued for thirty (30) days unless reenacted by the City Council or until terminated by the City Council.

2. The rules and regulations adopted by the City Council by Emergency Ordinance on March 19, 2020 as amended by Emergency Ordinance No. 2 on April 14, 2020, Emergency Order No. 3 on May 12, 2020, Emergency Ordinance No. 4 on June 9, 2020, Emergency Ordinance No. 5 on July 14, 2020, Emergency Ordinance No. 6 on August 11, 2020, Emergency Ordinance No. 7 on October 13, 2020, Emergency Ordinance No. 8 on November 10, 2020 and Emergency Ordinance No. 9 on January 12, 2021 shall continue to be in full force and effect for thirty (30) days or until such emergency is terminated.

3. With regard to Section 5, MOVEMENT OF PEOPLE AND OCCUPANCY OF PREMISES of the March 19 Emergency Ordinance, the City Council acknowledges that under Texas Government Code Section 418.108(h), the County Judge has the authority to issue orders regarding Movement of People within any incorporated or unincorporated area of the County. The provisions of this Section 5, Movement of People and Occupancy of Premises shall be modified or superseded by any Order of the County Judge during the term of this Ordinance with regard to the judge's authority under Section 418.108(h), and the terms and conditions of such order shall be hereby incorporated into this Ordinance by reference.

In the event of any conflict between the order of the County Judge and the Town Mayor, the order of the County Judge shall prevail, pursuant to Section 418.108(h)(2) of the Texas Government Code.

4. ENFORCEMENT

Pursuant to Texas Government Code Section 418.173(b), it is an offense for an individual to violate a condition or restriction of any Order issued by the Governor of the State of Texas, the El Paso County Judge or any Ordinance adopted by the City Council of the Town of Horizon City and during a public health crisis/disaster. Said offense shall be a Class C Misdemeanor punishable by fine not to exceed \$500. No civil or criminal penalty shall be issued for failure to wear a face covering.

Any peace officer is hereby authorized to enforce the provisions of this Ordinance in accordance with the authority granted under Chapter 418 of the Texas Government Code. To the extent allowed by law, this ordinance may be enforced by any code enforcement officers or other similar designation, in the same manner that the municipal codes and ordinances are enforced.

5. EMERGENCY

This emergency ordinance shall take effect immediately upon its adoption and publication and it is accordingly so ordained. This ordinance shall remain in effect for 30 days, unless re-enacted in accordance with City Charter section 3.17 or until the state of disaster is terminated, whichever is sooner.

6. SEVERABILITY CLAUSE

It is hereby declared to be the intention of the City Council that the phrases, sentences, paragraphs and sections of this ordinance are severable. If any part of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect the remaining phrases, sentences, paragraphs and sections.

PASSED AND ADOPTED, this __ day of February 2021

TOWN OF HORIZON CITY, TEXAS

Ruben Mendoza
Mayor

ATTEST:

Approved as to Legal Form:

Elvia Schuller
City Clerk

Bertha A. Ontiveros
Asst. City Attorney