



HORIZON CITY

Incorporated 1988

**AGENDA
PUBLIC MEETING
SPECIAL CITY COUNCIL MEETING
THE TOWN OF HORIZON CITY, TEXAS
Tuesday, August 31, 2021, 6:00 PM**

Notice is hereby given that a Special City Council Meeting of the Town of Horizon City, Texas will be held on **Tuesday, August 31, 2021 at 6:00 PM** at City Council Chambers Room, 15001 Darrington Road, Horizon City, TX 79928, at which time the following will be discussed and considered:

- 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:** **4**
8/10/21 Regular City Council Meeting.

- 4. Discussion and Action:** **9**
Mayor/Planning Director
On an Interlocal Agreement with the Town of Clint to provide vector control services in an amount not to exceed \$15,000.00 and for the Mayor or his designee to execute the required documents.

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

REGULAR AGENDA

- 6. Discussion and Action:** **19**
Mayor/CIP Manager
On Change Order #9 to the construction contract with Hawk Construction for the Golden Eagle Park Improvements Solicitation No. CIP 2018-001 and authorizing the Mayor to execute documents.

- 7. Discussion and Action** **55**
Mayor/CIP Manager
On a resolution authorizing the Mayor to sign an agreement for Construction Management Services with Huitt-Zollars, Inc. for the 2020 Street Maintenance Project and authorizing the Mayor to approve additional services in an amount not to exceed ten percent (10%) of the total estimated project amount.

- 8. Discussion and Action:** **65**
Mayor/Finance Director
On an Interlocal Agreement with the City of El Paso for Public Health and Environmental Services for the Town of Horizon City and authorizing the Mayor to execute. Compensation for these services provided by the City of El Paso will be \$174,542.00 for the FY 2021/2022 Contract. The term of the Agreement is September 1, 2021 through August 31, 2022.

- 9. PUBLIC HEARING:** **91**
Mayor/Finance Director
Public Hearing on Adoption of the Fiscal Year 2021/2022 Budget: For the purpose of allowing the public to question and comment on the proposed Fiscal Year 2021/2022 Budget. Copies of the proposed budget are

available for your review at the City Clerk's Office at the Town of Horizon City, 14999 Darrington Road, Horizon City, Texas between the hours of 8:00 am to 5:00 pm Monday through Friday and are available on the City's website.

10. Discussion: 106

Mayor/Finance Director

1st Reading of Ordinance No, 0260 Amendment No. 02, an Ordinance amending Ordinance No. 0260 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 the purchase of pothole patching equipment; and providing for repealer and severability clauses.

11. Discussion and Action: 110

Mayor/Alderman Miller

On the approval of FY 2021 - 2022 Administrative Cost Agreement for Far West Texas Water Plan.

12. Discussion and Action: 115

Mayor/Asst. City Atty

To approve a collective bargaining agreement between the Town of Horizon City and the Horizon City Police Officer's Association for the period starting October 1, 2021 through September 30, 2024.

13. Discussion and Action: 163

Mayor/Chief McConnell

On a request to authorize the issuance of purchase orders for police equipment as listed in attachment "A", not to exceed \$70,840.68, and authorizing the Mayor or designee to sign the necessary documents.

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:

Motion to Adjournment: _____ 2nd _____

Dated this Friday, 8/27/2021

By: _____
Elvia Schuller, City Clerk

I, the undersigned authority, hereby certify that the above notice of the Special City Council Meeting of the Town of Horizon City, Texas is a correct copy of this notice, and that I posted this notice at least seventy-two (72) hours preceding the scheduled meeting at the City Hall Bulletin Boards of the Town of Horizon City, Texas on this Friday, 8/27/2021 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
REGULAR CITY COUNCIL MEETING
THE TOWN OF HORIZON CITY, TEXAS
Tuesday, August 10, 2021, 6:00 PM**

Notice is hereby given that a Regular City Council Meeting of the Town of Horizon City, Texas was held on **Tuesday, August 10, 2021 at 6:00 PM**, at Virtual Meeting, at which time the following was discussed and considered:

The Town Council and staff will participate in this meeting via videoconferencing or telephone conference.

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

Meeting called to order at 6:00 pm. All City Council Members present. Quorum Established.

2. Open Forum:

El Paso County Commissioner Iliana Holguin spoke regarding the County's Rental Assistance Program.

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:

8/4/21 Special City Council Meeting

4. Discussion and Action:

Mayor/CIP Manager

On an update on the Capital Improvement Program.

5. Discussion and Action:

Mayor/Planning Director

On the appointments/reappointments to the Planning and Zoning Commission and the Board of Adjustment.

6. Discussion and Action:

Mayor/Chief McConnell

On the approval of the FY2022 El Paso County 911 District annual budget.

7. Discussion and Action:

Mayor/CIP Manager

On the reappointment of Justin Chapman to the Horizon City Economic Development Corporation Board of Directors.

8. Discussion and Action:

Mayor/CIP Manager

On the reappointment of Kevin Richardson to the Horizon City Economic Development Corporation Board of Directors.

9. **Discussion and Action:**

Mayor/CIP Manager

On the reappointment of Walter Miller to the Horizon City Economic Development Corporation Board of Directors.

10. **Discussion and Action:**

Mayor/CIP Manager

On the reappointment of Jerry Garcia to the Horizon City Economic Development Corporation Board of Directors.

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

A motion was made by Alderman Corral and seconded by Alderman Renteria to pull Item # 4 and # 6 from the Consent Agenda and be taken under the Regular Agenda and approve the remainder of the Consent Agenda. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

REGULAR AGENDA

4. **Discussion and Action:**

Mayor/CIP Manager

On an update on the Capital Improvement Program.

CIP Manager, Terry Quezada spoke regarding this item.

A motion was made by Alderman Corral and seconded by Alderman Duran to accept the report as presented. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

6. **Discussion and Action:**

Mayor/Chief McConnell

On the approval of the FY2022 El Paso County 911 District annual budget.

Police Chief, Mike McConnell and El Paso County 911 District Director, Scott Calerwood spoke regarding this item.

A motion was made by Alderman Duran and seconded by Alderman Renteria to approve the FY2022 El Paso County 911 District annual budget. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

12. **Discussion and Action:**

Mayor/CIP Manager

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

CIP Manager, Terry Quezada spoke regarding this item.

A motion was made by Alderman Duran and seconded by Alderman Miller to accept the update regarding the budget and activities of the Horizon City Economic Development Corporation. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

13. **Discussion and Action:**

Mayor/Planning Director

On the award of Solicitation No. 2021-100 - 2020 Street Maintenance Program to Double H Contracting as the lowest responsive, responsible bidder in the amount of \$674,525.50. As part of this award, upon review of the City Attorney, the Mayor be authorized to sign any and all documents necessary for the execution of this award.

Planning Director, Michelle Padilla spoke regarding this item.

A motion was made by Alderman Miller and seconded by Alderman Renteria to approve the award of Solicitation No. 2021-100 - 2020 Street Maintenance Program to Double H Contracting as the lowest responsive, responsible bidder in the amount of \$674,525.50. As part of this award, upon review of the City Attorney, the Mayor be authorized to sign any and all documents necessary for the execution of this award. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

14. **Discussion and Action:**

Mayor/Planning Director

This item was postponed at the 7/13/21 Regular City Council Meeting and at the 8/4/2021 Special City Council Meeting.

On a preliminary and final plat subdivision applications (#SUB002477-2021) for Aria Subdivision, legally described as a portion of the E1/2 of the SW1/4 of the SW1/4 of section 39, Block 78, Township 3, Texas and Pacific RR Co. Surveys, El Paso County, Texas. Application submitted by CAD Consulting Co.

Planning Director, Michelle Padilla informed Council that the applicant requested this item be postponed until the next Regular City Council meeting.

A motion was made by Alderman Renteria and seconded by Alderman Miller to postpone this item until the next Regular City Council meeting. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

15. **Discussion and Action:**

Mayor/Planning Director

On the preliminary and final plat applications for Horizon Crossing Unit Two (#SUB002479-2021), legally described as being a portion of C.D. Stewart Survey No. 321, Town of Horizon City, El Paso County, Texas. Containing 5.7109 acres. Application submitted by Conde Inc.

Planning Director, Michelle Padilla spoke regarding this item.

A motion was made by Alderman Padilla and seconded by Alderman Corral to approve the preliminary and final plat applications for Horizon Crossing Unit Two (#SUB002479-2021). The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed

16. **ANNOUNCEMENT:**

Mayor/Finance Director

The Public Hearing on the Proposed FY 2021 - 2022 Budget and Public Hearing on the Proposed Tax Rate will be conducted on September 14, 2021 at 6:30 pm at 15001 Darrington Road. The adoption of the FY 2021 - 2022 Budget and Tax Rate will be on September 14, 2021.

City Clerk, Elvia Schuller read the item into the record.

Items #17, #18 and #19 were taken together.

17. Discussion and Action:

Mayor/Finance Director

Update on proposed FY2021-22 Budget, submission of the No-New Revenue Tax Rate and Voter-Approval Tax Rate for FY 2021-2022 and Council action on Proposed FY2021-22 Tax Rate for publication of notice.

A motion was made by Alderman Miller and seconded by Alderman Renteria to approve the Update on proposed FY2021-22 Budget, submission of the No-New Revenue Tax Rate and Voter-Approval Tax Rate for FY 2021-2022 and Council action on Proposed FY2021-22 Tax Rate for publication of notice. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed

18. Discussion:

Mayor/Finance Director

1st Reading of Ordinance _____, An Ordinance of the City Council of the Town of Horizon City, Texas, approving the 2021 ad valorem tax rate and levy of assessed valuation of all taxable property within the corporate limits of the city; providing for penalties and interest; and providing for the following: findings of fact; severability; savings clause; publication and effective date.

19. Discussion:

Mayor/Finance Director

1st Reading of Ordinance No. _____, An Ordinance of the Town of Horizon City, Texas enacting the municipal budget for Fiscal Year 2021-2022 fiscal year; funding municipal purposes; authorizing expenditures; providing for repealer and severability clauses.

Finance Accountant, Lily Gaytan spoke regarding items #17, #18 & #19.

20. Discussion:

Mayor/Chief McConnell

1st Reading of Ordinance No _____, An Ordinance of the Town of Horizon City repealing Ordinance 0049 codified as Section 8.04 "Noise" in the Town of Horizon City Municipal Code and replacing it in its entirety; declaring certain noises to be a nuisance; enacting noise regulations, providing for enforcement including criminal fines not to exceed \$500 and civil penalties not to exceed \$100 per offense and injunctive relief.

Police Chief, Mike McConnell spoke regarding this item.

21. Discussion and Action:

Mayor/Chief McConnell

On authorization for the Mayor to sign the 2020 Operation Stonegarden Grant Interlocal Agreement with El Paso County.

Police Chief, Mike McConnell spoke regarding this item.

A motion was made by Alderman Corral and seconded by Alderman Padilla to authorize the Mayor to sign the 2020 Operation Stonegarden Grant Interlocal Agreement with El Paso County. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed

22. Discussion:

Mayor/Asst. City Atty

On an update from the Texas Attorney General's Office regarding the Open Meetings Suspension.

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

23. **Executive Session**

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

ADJOURNMENT

A motion was made by Alderman Renteria and seconded by Alderman Miller to adjourn at 8:00 PM.

Approved this _____ day of _____, 20__.

Attest:

Elvia Schuller, City Clerk

Ruben Mendoza, Mayor

RESOLUTION

WHEREAS, the Town of Horizon City, Texas and the Town of Clint, Texas are authorized to enter into agreements pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code; and

WHEREAS, the Town of Horizon has a Code Enforcement Department which provides mosquito control services to the Town of Horizon; and

WHEREAS, this Agreement for interlocal cooperation for the Town of Horizon City to provide mosquito control services to the Town of Clint is necessary for the mutual advancement of the health and general welfare of the citizens of all jurisdictions concerned.

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

That the Mayor be authorized to sign an Interlocal Agreement between the Town of Horizon City, Texas and the Town of Clint, Texas for the Town of Horizon City, Texas to provide mosquito control services to the Town of Clint, Texas.

PASSED AND ADOPTED this _____ day of _____, 2021.

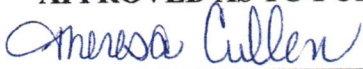
THE TOWN OF HORIZON CITY

Ruben Mendoza
Mayor

ATTEST:

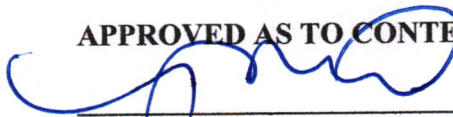
Elvia Schuller
City Clerk

APPROVED AS TO FORM:



Theresa Cullen
Assistant City Attorney

APPROVED AS TO CONTENT:



Michelle Padilla
Planning Director

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

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

RECITALS

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

WHEREAS, the Town of Horizon has a Code Enforcement Department which provides mosquito control services to the Town of Horizon; and

WHEREAS, this Agreement for interlocal cooperation for the Town of Horizon City to provide mosquito control services to the Town of Clint is necessary for the mutual advancement of the health and general welfare of the citizens of all jurisdictions concerned.

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

1. **SCOPE OF SERVICES.**

1.1 The Town of Horizon City will perform the following mosquito control services by and through its Code Enforcement Department under the terms and conditions hereinafter stated, and the Town of Clint hereby accepts and agrees to the following terms and conditions:

The Town of Horizon City will provide larviciding and fogging services (“mosquito control services”). Services will be provided on a weekly basis.

1.2 Nothing within the terms of this Agreement will require the Town of Horizon City to purchase additional equipment or hire additional personnel in order to comply with the terms of this Agreement.

- 1.3 The Town of Horizon City agrees that it will keep accurate records of all services provided to the Town of Clint pursuant to this Agreement as part of its routine data collection processes and shall report such activities in its standardized records format to Town of Clint officials, as requested. However, the Town of Horizon City will not be required to furnish copies of any reports that are maintained on the Town of Horizon City's website and available to the Town of Clint from the website.
- 1.4 It is understood and agreed to between the parties that any portion of this Agreement providing for the delivery of mosquito control services for which the Town of Clint does not grant legal authority shall be null and void and of no force and effect, and the Town of Horizon City shall not be obligated to provide those services.
2. **LOCATION OF PERFORMANCE.** The place where services are to be performed is in the Town of Clint, Texas, and any extraterritorial jurisdiction thereof where the Town of Clint may lawfully provide mosquito control services as delegated and authorized under this Interlocal Agreement (jurisdictional areas of the Town of Clint).
3. **TIMES OF PERFORMANCE.** The Town of Horizon City will commence the provision of its services on Sept. 1, 2021, and will terminate on Oct. 31, 2021, regardless of the date of execution of this Agreement.
- 3.1 In the event of an mosquito control emergency, such as, but not limited to, a disaster declaration of the Town of Clint, requiring, as a result of the emergency, mosquito control services from the Town of Horizon City after Oct. 31, 2021, and prior to the signing of any subsequent Interlocal for mosquito control services between the parties to this Agreement, the required services shall be provided by the Town of Horizon City to the Town of Clint at the rate described in the present Agreement, and the Town of Clint shall pay for Town of Horizon City said services at said rate within thirty (30) days of receipt of an invoice from the Town of Horizon City for said services.
4. **COMPENSATION.**
- 4.1 The Town of Clint agrees to pay the amount not to exceed FIFTEEN THOUSAND AND 00/100 DOLLARS (\$15,000.00) for services rendered in accordance with this Agreement, excluding the services described in Section 3.1. Payments shall be

made within thirty (30) days of receipt of an invoice from the Town of Horizon City for said services. The payment described in this Section 4.1 does not include the services described in Section 3.1. The Rate Schedule attached hereto as Appendix A identifies the total cost of services offered by the Town of Horizon City to the Town of Clint pursuant to this Agreement.

5. **PAYMENTS PURSUANT TO THIS AGREEMENT.** Payments submitted under this Agreement shall be made payable to the Town of Horizon City, Attn: Accounts Receivable, 14999 Darrington Road, Horizon City, Texas 79928.

6. **LAW GOVERNING CONTRACT.** For purposes of determining the law governing the same, this Agreement is entered into in the Town of Horizon City, El Paso County, State of Texas, and the Town of Clint, El Paso County, State of Texas shall be governed by the laws of the State of Texas. Venue shall be in the Town of Clint, El Paso County, Texas.

6.1 *Privileges and Immunities.* All privileges and immunities from liability, exemptions from laws, ordinances and rules, pension, relief, disability, worker's compensation, and other benefits which apply to the activities of officers, agents, or employees of the Town of Horizon City when performing a function shall apply to such officers, agents, or employees to the same extent while engaged in the performance of any of their functions and duties under the terms and provisions of this Agreement. Each party reserves, and does not waive, its rights of sovereign immunity and rights under the Texas Tort Claims Act.

6.2 *Governmental Function.* The Parties expressly agree that, in all things relating to this Agreement, the Town of Horizon City is performing a governmental function, as defined by the Texas Tort Claims Act. The Parties further expressly agree that every act or omission of the Town of Horizon City, which, in any way, pertains to or arises out of this Agreement falls within the definition of governmental function.

6.3 *Exclusion of Incidental and Consequential Damages.* Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM THE PARTY'S RIGHTS) FOR INCIDENTAL, CONSEQUENTIAL,

with Sections 5 and 6 of this Agreement. Should the Town of Clint experience a funding unavailability related to the services described in this Agreement, the Town of Clint shall immediately provide written notification to the Town of Horizon City of such case and either party may choose to terminate the Agreement subject to this Section 7. In the event that the Town of Clint notifies the Town of Horizon City that the Town of Clint is experiencing a funding unavailability related to this Agreement, the Town of Horizon City shall immediately cease providing the services described in this Agreement to the Town of Clint except as required by related grant funding requirements to which the Town of Horizon City must adhere.

8. **INDEPENDENT CONTRACTORS.** The Town of Horizon City and the Town of Clint are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither the Town of Horizon City nor the Town of Clint nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.

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

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

11. **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and no amendment, modification or alteration of the terms shall be binding unless the same is in writing, dated after the date hereof and duly executed by the parties hereto. The parties reserve the right to amend this Agreement in the event either party should experience an unforeseen, significant impact to their respective budget allocated for the services addressed in this Agreement.

(Signature pages follow)

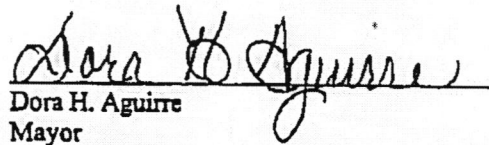
STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

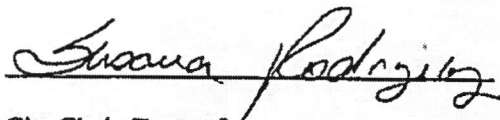
Signature page for the Town of Clint, Interlocal Agreement between the Town of
Horizon City and the Town of Clint.

APPROVED this 29 day of July, 2021.

TOWN OF CLINT

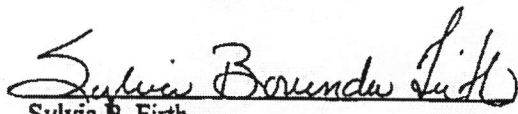

Dora H. Aguirre
Mayor

ATTEST:



City Clerk, Town of
Clint

APPROVED AS TO FORM:


Sylvia B. Firth
Town Attorney

APPROVED AS TO CONTENT:

(Signatures continue on the following page)

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

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

APPROVED this _____ day of _____, 2021.

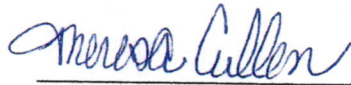
TOWN OF HORIZON CITY

Ruben Mendoza
Mayor

ATTEST:

APPROVED AS TO FORM:

Elvia Schuller
City Clerk, Town of Horizon City



Theresa Cullen
Town of Horizon Assistant City Attorney

**APPENDIX A
FEE SCHEDULE**

Service	Hours	Hourly/Daily Rate	Number of Days/Hours	Weekly Rate	Total for 9 weeks
Larvaciding Mileage	22 travel miles + 17.37 larvaciding miles @ \$0.56 for 4 weeks	\$ 0.56	1 day	\$ 22.05	\$ 88.19
Fogging Mileage OVT	22 travel miles + 17.37 fogging miles @ \$0.56 for 5 weeks	\$ 0.56	1 day	\$ 22.05	\$ 110.24
Equipment Maintenance	\$100	\$ 0.05	14 hours	\$ 0.67	\$ 6.06
Chemicals*	see below	*	*	\$ 369.50	\$ 3,325.50
Larvaciding Labor	6 hours for 4 weeks	\$ 17.52	6 hours	\$ 105.12	\$ 420.48
Fogging Labor	6 hours OVT for 5 weeks	\$ 27.58	6 hours	\$ 165.47	\$ 827.34
Larvaciding Recordkeeping	1 hour per week for 4 weeks	\$ 17.52	1 hour	\$ 17.52	\$ 157.68
Fogging Recordkeeping OVT	1 hour per week for 5 weeks	\$ 27.58	1 hour	\$ 27.58	\$ 248.22
Program Management	2 hours per week	\$ 35.33	2 hours	\$ 70.66	\$ 635.94
FICA/Medicare	Earnings at Rate	7.65%			\$ 175.16
TMRS	Earnings at Rate	5.84%			\$ 133.72
Certification Renewal & Maintenance	\$175	\$ 0.08	14 hours	\$ 1.18	\$ 10.60
Tool & Safety Equipment	\$160	\$ 0.08	14 hours	\$ 1.08	\$ 9.69
Totals:		\$ 126.99		\$ 802.87	\$ 6,148.81

Chemicals*					
Larvaciding granuals per lb	covers 2 acres	\$9.25		10	\$92.50
Larvaciding oil per gallon	covers 1 acre	\$13.00		4	\$52.00
Fogging Chemical per gallon	covers all 17.37 miles of roadways within city limits	\$45.00		5	\$225.00
					\$369.50 weekly
					\$3,325.50 9 weeks



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: August 25, 2021

To: Honorable Mayor and Members of City Council

From: Teresa Quezada, CIP Manager *Teresa Quezada 08/25/2021*

SUBJECT: Discussion and Action: On Change Order #9 to the construction contract with Hawk Construction for the Golden Eagle Park Improvements Solicitation No. CIP 2018-001 and authorizing the Mayor to execute documents.

Change Order No. 9 for the Golden Eagle Park Improvements project **increases the contract amount by \$6,166.99 bringing the contract amount to \$1,999,440.28.** The contract time is **increased by 62 calendar days** by this change order to account for the time included in the change orders for work. The change items address owner requested changes (controller pad set up and access and entry point to pump enclosure) and other conditions identified at the construction site (revised pump relay and water journey activator connection). These amounts and time extensions were requested by the contractor and reviewed, and recommended by MCI, the project construction manager. The revised **completion date for the project was December 3, 2021.**

The change order items, amounts and day requests were negotiated by the design consultant and construction manager, MCI, Inc. and Hawk Construction and are detailed in the following table.

Change Item	Amount	Time
1. Installation of enclosure for the Vortex Controller pad.	\$471.86	1 calendar day
2. Additional wiring to allow valve to operate when the tank is empty and allow the irrigation system to work off domestic water.	\$387.60	17 calendar days
3. Construction of access point to pump enclosure.	\$4,780.00	2 calendar days
4. Physical connection for water journey controller. Delay in receiving the necessary wiring is reflected in the additional days.	\$3,337.22	42 calendar days
TOTALS		62 calendar days

Total change orders to date account for a **14.66% decrease to the original contract value.**

Staff recommends approval.

Attachment: Change Order Form



Contract Change Order No. Nine (9)

PROJECT:	DATE OF ISSUANCE:
Golden Eagle Park Improvements	July 20, 2021
OWNER:	BID No:
The Town of Horizon City 14999 Darrington Road Horizon City, TX 79928 (915) 852-1046	CIP 18 – 101
CONTRACTOR:	ENGINEER/CONSTRUCTION MANAGER:
Hawk Construction 12779 Azogue Ave. El Paso, TX 79938 (915) 526-9116	Moreno Cardenas Inc. 2505 E. Missouri Avenue El Paso, TX 79903 (915) 532-2091

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGES TO THE CONTRACT:

Contractor is instructed to proceed with the work required by the Contract Documents. In addition, remove and/or modify the various bid items below. This change order **increases** the contract amount as detailed below for the various bid items.

Change Item No. 1 – Increase contract amount by \$471.86 due to the installation an enclosure for the Vortex Controller Set Up.

Change Item No. 2 – Increase contract amount by \$387.60 due to the installation of a new relay system for the irrigation pump and to compensate for the time it took the Contractor to receive the corrected wiring open closed valve and float sensor information.

Change Item No. 3 – Increase contract amount by \$4,780.00 due to the installation of concrete steps, concrete landings and concrete pathway for TOH maintenance to access the irrigation pump set up.

Change Item No. 4 – Increase contract amount by \$3,337.22 due to the needed connection of the Water Journey Activator to its controller.

PURPOSE OF CHANGE ORDER:

Change Item No. 1 – The Vortex Controller pad required training from VORTEX as well as set up and training of TOH personnel in order to use and maintain. **The Contract amount is INCREASED by \$471.86. The contract time is INCREASED by 1 calendar day.**

Change Item No. 2 – The RainBird technician and Accent Electrician determined that the schematic provided for the pump relay was incorrect and additional wiring was required to allow the valve to operate as the tank is empty and allow the irrigation system to work off of the domestic water. **The Contract amount is INCREASED by \$387.60. The contract time is INCREASED by 17 calendar days.**

Change Item No. 3 – A safe access point was requested to be included in order to allow the entrance of maintenance personnel into the RainBird Irrigation Pump enclosure. **The Contract amount is INCREASED by \$4,780.00. The contract time is INCREASED by 2 calendar days.**

Change Item No. 4 – The controller for the Water Journey lacked the capability for a wireless connection so a physical connection, through conduit and wires ordered from VORTEX, needed to be installed, connected, and re-programmed. There was a delay in receiving the necessary wiring and is reflected in the additional contract time to be added. **The Contract amount is INCREASED by \$3,337.22. The contract time is INCREASED by 42 calendar days.**



**TOWN OF
HORIZON CITY**

14999 DARRINGTON ROAD
HORIZON CITY, TX 79928
915-852-1046

CONTRACT CHANGE SUMMARY:

INCREASE contract amount by **\$8,976.68**
INCREASE to contract time by **62 calendar days.**

ATTACHMENTS:

ATTACHMENT A - *Memorandum of Negotiation by Construction Manager*
ATTACHMENT B – Vortex Controller Pad Set Up and Training
ATTACHMENT C – Revised Pump Relay
ATTACHMENT D – Access and Entry Point to RianBird Pump Enclosure
ATTACHMENT E – Water Journey Activator Connection



Contract Change Order No. Nine (9)

CHANGE IN CONTRACT AMOUNT	CHANGE IN CONTRACT TIME
<u>ORIGINAL CONTRACT AMOUNT</u>	<u>ORIGINAL CONTRACT TIME</u>
\$2,342,805.58	<i>Substantial Completion: 210 days Due Date: June 1, 2020</i> <i>Final Completion: 240 days Due Date: July 1, 2020</i>
CONTRACT AMOUNT PRIOR TO THIS CHANGE ORDER	CONTRACT TIME PRIOR TO THIS CHANGE ORDER
\$1,990,463.60	<i>Substantial Completion: 303 days Due Date: September 2, 2020</i> <i>Final Completion: 333 days Due Date: October 2, 2020</i>
NET <u>INCREASE/DECREASE</u> OF THIS CHANGE ORDER	NET <u>INCREASE/DECREASE</u> OF THIS CHANGE ORDER
\$8,976.68	<i>Substantial Completion: +62 Calendar-days</i> <i>Final Completion: +62 Calendar-days</i>
CONTRACT AMOUNT WITH ALL APPROVED CHANGE ORDERS	CONTRACT TIME WITH ALL APPROVED CHANGE ORDERS
\$1,999,440.28	<i>Substantial Completion: 365 days Due Date: November 3, 2020</i> <i>Final Completion: 395 days Due Date: December 3, 2020</i>

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

NOT VALID UNTIL SIGNED BY THE CONSTRUCTION MANAGER, CONTRACTOR AND OWNER.

Moreno Cardenas Inc.

CONSTRUCTION MANAGER

Saul Trejo

BY (Signature)

Saul Trejo

(Printed Name)

8/18/2021

DATE

HAWK Construction

CONTRACTOR

J. Ojeda

BY (Signature)

Jorge Ojeda

(Printed Name)

8/14/2021

DATE

Town of Horizon City

OWNER

BY (Signature)

(Printed Name)

DATE



Engineer's Cost Summary

PROJECT: Golden Eagle Park Improvements

DATE OF ISSUANCE: February 17, 2020

BID No: CIP 18-101

CHANGE ORDER No. 9

TOTAL CHANGE IN CONTRACT AMOUNT: Increase **\$8,976.68**

TOTAL CHANGE IN CONTRACT TIME: Increase of **62 calendar days**

Classification of Change Order

- Change Item No. 1** Vortex Controller Pad Set Up and Training
Classification Owner Ordered
Impact to Cost Increase contract amount by \$471.86
Impact to Time 1 calendar day
Justification See Purpose of Change Order.
Cost Summary Negotiated – See Attachments B.
- Change Item No. 2** Revised Pump Relay
Classification Other
Impact to Cost Increase contract amount by \$387.60
Impact to Time 17 calendar days
Justification See Purpose of Change Order.
Cost Summary See Attachment C.
- Change Item No. 3** Access and Entry Point to RianBird Pump Enclosure
Classification Owner Ordered
Impact to Cost Increase contract amount by \$4,780.00
Impact to Time 2 calendar days
Justification See purpose of Change Order.
Cost Summary See Attachment D.
- Change Item No. 4** Water Journey Activator Connection
Classification Other
Impact to Cost Increase contract amount by \$3,337.22
Impact to Time 42 calendar days
Justification See purpose of Change Order.
Cost Summary See Attachment E.



**TOWN OF
HORIZON CITY**

14999 DARRINGTON ROAD
HORIZON CITY, TX 79928
915-852-1046

Contract Change Order Summary

Original Contract Amount	\$2,342,805.58
Change Order No. 1 Amount	\$-397,981.26
Change Order No. 2 Amount	\$15,325.19
Change Order No. 3 Amount	(\$546.21)
Change Order No. 4 Amount	\$8,924.10
Change Order No. 5 Amount	\$829.89
Change Order No. 6 Amount	\$4,821.91
Change Order No. 7 Amount	\$10,117.41
Change Order No. 8 Amount	\$6,166.99
Change Order No. 9 Amount	\$8,976.68
Revised Contract Amount	\$1,999,440.28
Cumulative Change Order Percent of Original Contract Amount	-14.66%

CHANGE ORDER CLASSIFICATION	PREVIOUS CHANGE ORDER	THIS CHANGE ORDER	TOTAL
Liquidated Damages	0.00%	0.00%	0.00%
Adjusted Final Quantities	-0.63%	0.00%	-0.63%
Unforeseen Subsurface	0.00%	0.00%	0.00%
Unforeseen Condition (Other)	1.68%	0.00%	1.68%
Owner Ordered	-16.22%	0.22%	-15.99%
Repay Owner	-0.05%	0.00%	-0.05%
Errors	0.00%	0.00%	0.00%
Omissions	0.00%	0.00%	0.00%
Other	.18%	0.16%	.34%



TOWN OF
HORIZON CITY

14999 DARRINGTON ROAD
HORIZON CITY, TX 79928
915-852-1046

ATTACHMENT A

(Memorandum of Negotiation by Construction Manager – Change Order No. 9)



TOWN OF
HORIZON CITY
14999 DARRINGTON ROAD
HORIZON CITY, TX 79928
915-852-1046

Memorandum of Negotiation by Engineer *Change Order No. 9*

Change Item #1 – Vortex Controller Pad Set-Up and Training: The proposal total was reviewed.

Change Item #2 – Revised Pump Relay: The proposal total was reviewed.

Change Item #3 – Access and Entry Point to RainBird Pump Enclosure: The proposal total was reviewed.

Change Item #4 – Water Journey Activator Connection: The proposal total was reviewed.

Contractor's proposals were found to be fair and reasonable at **\$8,976.68**

The Contractor's proposal is accepted at \$8,976.68.



TOWN OF
HORIZON CITY

14999 DARRINGTON ROAD
HORIZON CITY, TX 79928
915-852-1046

ATTACHMENT B
(Vortex Controller Pad Set Up and Training – Change Order No. 9)



HAWK CONSTRUCTION
A TxHUB & DBE Certified Company

P.O. Box 17410 El Paso, Texas 79917
P (915) 526-9116
F (915) 288-2072
e.victoriano@hawkconcrete.com

PRICE PROPOSAL

Project: Golden Eagle Park Improvements.
Quote: Vortex Controller Set up
To: Moreno Cardenas Inc.
Attn: Saul Trejo (Construction Manager).
Phone: 915-532-2091.
E-Mail: STrejo@morenocardenas.com
Address: 2505 E. Missouri, El Paso, Tx 79903.

Date: 1/19/2021

Thank you for the opportunity to provide you with the following quote for:

Golden Eagle Park Improvements.

Item	Description	Quantity	UM	Bid Price	Amount
1	Vortex Controller Set up	1.000	LS	\$ 471.86	\$ 471.86
				Total =	\$ 471.86

1. PRICE PROPOSAL INCLUDES CONTROLLER SET UP AND TRAINING AT THE TIME OF THE SET UP BEING PERFORMED.
2. PRICE PROPOSAL EXCLUDES: TRAINING REQUIRED OUT OF THE SET UP TIME.

DAYS REQUIRED: One (1) additional day is required to complete the set up.

Note: This quote is valid for thirty (30) days from today.

Please feel free to contact me if you have any questions or require additional information.
We look forward to serving you in carrying out the work as specified.

Respectfully;

Ramón Elias Victoriano A.

Ramón Elias Victoriano, MSCM.

Project Manager / HAWK Construction

e.victoriano@hawktx.com

O: (915) 494-5204 C: (915) 314-1352

12779 Azogue Ave. El Paso, Tx 79938



Cost Breakdown

Project: Golden Eagle Park

Tack Weld Point for Bolts on Benches and Bleacher

Date : 19-Jan-21

Item	Description	Quantity		Labor		Equipment		Materials / Supplies		Subcontract		Sub Total	
		Quantity	UM	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount		
1	Subcontractor	1.00	LS	\$ -	\$ -					\$ 385.00	\$ 385.00	\$ 385.00	
Subtotals					\$ -		\$ -		\$ -		\$ 385.00	\$ 385.00	
Labor Burden					55%	\$ -						\$ -	
Total Direct Costs					\$ -		\$ -		\$ -		\$ 385.00	\$ 385.00	
Contractor's Markup					25%	\$ -	15%	\$ -	25%	\$ -	5%	\$ 19.25	\$ 19.25
Subtotals with Markup					\$ -		\$ -		\$ -		\$ 404.25	\$ 404.25	
OH&P											15.0%	\$ 60.64	
Bond											1.5%	\$ 6.97	
Total Change Request												\$ 471.86	



Eagle Construction & Plumbing Repair
 232 Jessie Trigg
 El Paso, TX 79821 US
 (915)820-7089
 Thefirm3a@aol.com

Estimate 1187

ADDRESS

Elias Victoriano

DATE 01/10/2021	TOTAL \$385.00	EXPIRATION DATE 02/19/2021
--------------------	--------------------------	----------------------------------

ACTIVITY

Service Call

Programming water park valves On new water park

QTY

1

RATE

385.00

AMOUNT

385.00

TOTAL

\$385.00

THANK YOU.

Accepted By

Accepted Date



TOWN OF
HORIZON CITY

14999 DARRINGTON ROAD
HORIZON CITY, TX 79928
915-852-1046

ATTACHMENT C

(Revised Pump Relay– Change Order No. 9)



HAWK CONSTRUCTION
A TxHUB & DBE Certified Company

P.O. Box 17410 El Paso, Texas 79917
P (915) 526-9116
F (915) 288-2072
e.victoriano@hawkconcrete.com

PRICE PROPOSAL

Project: Golden Eagle Park Improvements.
Quote: New Relay for Irrigation Pump
To: Moreno Cardenas Inc.
Attn: Saul Trejo (Construction Manager).
Phone: 915-532-2091.
E-Mail: STrejo@morenocardenas.com
Address: 2505 E. Missouri, El Paso, Tx 79903.

Date: 1/5/2021

Thank you for the opportunity to provide you with the following quote for:

Golden Eagle Park Improvements.

Item	Description	Quantity	UM	Bid Price	Amount
1	New Relay for Irrigation Pump	1.000	LS	\$ 387.60	\$ 387.60
				Total =	\$ 387.60

1. PRICE PROPOSAL INCLUDES ALL LABOR, EQUIPMENT, MATERIAL, AND INCIDENTALS TO INSTALL A RELAY FOR THE IRRIGATION PUMP (DETAIL ATTACHED). ANY OTHER UNEXPECTED CONDITIONS WILL BE ADDITIONAL.
2. **PRICE PROPOSAL EXCLUDES:** ADDITIONAL WIRING, EXCAVATION FOR WIRING.

DAYS REQUIRED: TIME REQUIRED TO COMPLETE THE WORK TO BE DETERMINED ALONG WITH THE TIME IMPACT TO THE PROJECT DEVELOPMENT. ADDITIONAL FORMAL CORRESPONDENCE TO BE PROVIDED.

Note: This quote is valid for thirty (30) days from today.

Please feel free to contact me if you have any questions or require additional information. We look forward to serving you in carrying out the work as specified.

Respectfully;

Ramón Elias Victoriano, MSCM.
Project Manager / HAWK Construction
e.victoriano@hawktx.com
O: (915) 494-5204 C: (915) 314-1352
12779 Azogue Ave. El Paso, Tx 79938



December 29, 2020

Hawk Construction
12779 Azogue Ave.
Horizon City, TX 79938
Attn: Elias Victoriano

Re: Golden Eagle Park - Pump Relay

Dear Mr. Victoriano,

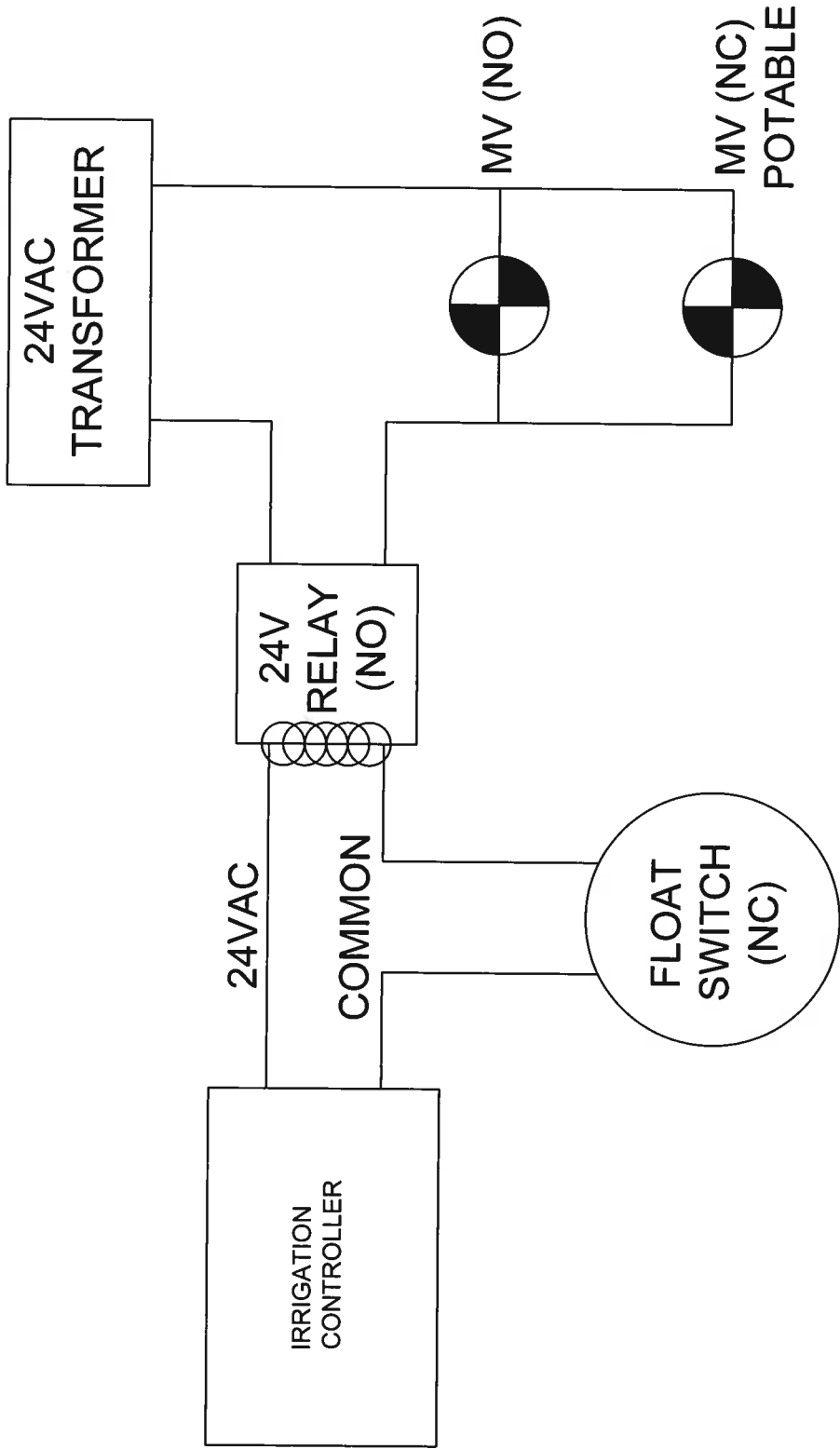
As you are aware the completion of the pump start up was incomplete due to the wiring diagram from Rainbird being incorrect. Our electrician and the Rainbird tech determined that the schematic that was provided was incorrect. The Rainbird tech has provided a new wiring diagram which includes a new relay and additional wiring. This wiring will allow the normally closed valve to operate once the tank is empty and allow the irrigation system to work off of the domestic water once the water in the tank is depleted. Please find listed below our additional price to perform this work.

Provide and install new 24Volt Relay	\$275.00
15% O & P	<u>\$ 41.25</u>
Total	\$316.25

Should you have any questions, please don't hesitate to contact me.

Sincerely,

Joe L. Aguilar, Jr.





TOWN OF
HORIZON CITY

14999 DARRINGTON ROAD
HORIZON CITY, TX 79928
915-852-1046

ATTACHMENT D

(Access and Entry Point to RainBird Pump Enclosure – Change Order No. 9)



2505 E. Missouri Ave.
El Paso, Texas 79903
Ph. (915) 532.2091
Fax (915) 542.0307
www.morenocardenas.com

April 20, 2021

HAWK Construction
12779 Azogue Ave.
El Paso, TX 79938

Reference: Golden Eagle Park – Work Directive for Connection of Water Journey Activator

Dear Elias,

With approval from The Town of Horizon City, HAWK Construction is directed to begin the necessary work related to the connection of the Splash Pad water journey activator to the controller. This work item will be processed as a change order item on Final Change Order No. 9, at a later date. This work shall not exceed an additional 2 days added to the Contract Time and will increase the Contract Amount by no more than \$1,975.50. Please see attachment for the approved Change Order Request as submitted by HAWK Construction.

Should you have any questions, please call Saul Trejo, P.E. or Melissa Sanchez at 915-532-2091

Respectfully,

A handwritten signature in black ink, appearing to read 'Saul Trejo', is written over a white background.

Saul Trejo, P.E.
Construction Manager



HAWK CONSTRUCTION
A TxHUB & DBE Certified Company

P.O. Box 17410 El Paso, Texas 79917
P (915) 526-9116
F (915) 288-2072
e.victoriano@hawkconcrete.com

PRICE PROPOSAL

Project: Golden Eagle Park Improvements.
Quote: Steps to Enter Irrigation Pump
To: Moreno Cardenas Inc.
Attn: Saul Trejo (Construction Manager).
Phone: 915-532-2091.
E-Mail: STrejo@morenocardenas.com
Address: 2505 E. Missouri, El Paso, Tx 79903.

Date: 2/15/2021

Thank you for the opportunity to provide you with the following quote for:

Golden Eagle Park Improvements.

Item	Description	Quantity	UM	Bid Price	Amount
1	Steps to Enter Irrigation Pump	1.000	LS	\$ 4,780.00	\$ 4,780.00
				Total =	\$ 4,780.00

1. PRICE PROPOSAL INCLUDES CONTROLLER SET UP AND TRAINING AT THE TIME OF THE SET UP BEING PERFORMED.
2. PRICE PROPOSAL EXCLUDES: TRAINING REQUIRED OUT OF THE SET UP TIME.

DAYS REQUIRED: Two (2) additional days are required to complete the work quoted above.

Note: This quote is valid for thirty (30) days from today.

Please feel free to contact me if you have any questions or require additional information.
We look forward to serving you in carrying out the work as specified.

Respectfully;

Ramón Elias Victoriano, MSCM.
Project Manager / HAWK Construction
e.victoriano@hawktx.com
O: (915) 494-5204 C: (915) 314-1352
12779 Azogue Ave. El Paso, Tx 79938

Bid Pricing Report

Biditem Description	Balanced Price	Bid Price	Bid Total Status
10 Pump Steps	4,780.00	4,780.00	4,780.00
Report Totals			4,780.00

Bid Summary Totals Report

Standard Markup Instructions

	Cost Basis	Markup %	Markup
Labor:	1,920	25.00	480
Burden:	539	55.00	297
Perm Matl:	259	25.00	65
Const Matl:	162	25.00	41
Sub:	0	5.00	0
Eq. Op. Exp:	74	15.00	11
Co. Equip:	570	15.00	85
Rented Eq.:	240	15.00	36
Misc1:	0	0.00	0
Misc2:	0	0.00	0
Misc3:	0	0.00	0
Overrides:	0		0
Total:	3,764	26.96	1,015

Selected Bond Table:

Previous Run

Summary: 02/12/2021 9:39 AM
 Spread: 02/12/2021 9:39 AM
 Summary run on Takeoff Quan and Adjusted to Bid Quan.

Standard Spreads

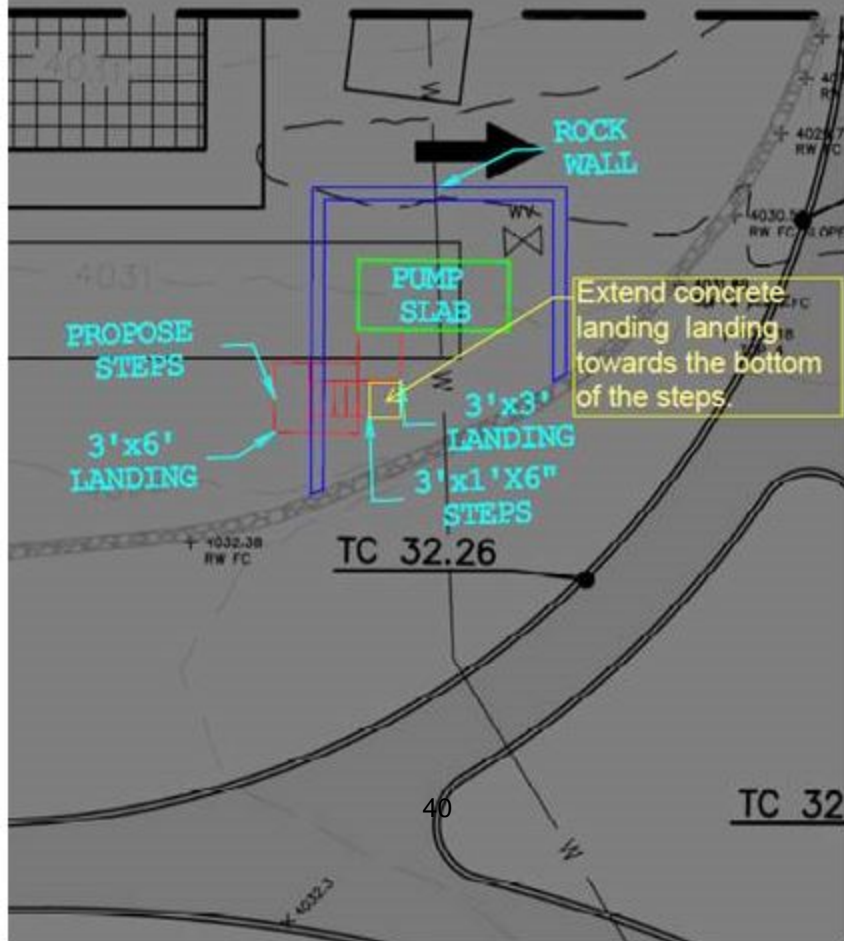
Indirect Spread: Total
 Markup Spread: Total
 Addon/Bond Spread: Total

Totals as of Last Spread

	Cost:	Markup:	Total:
Direct:	3,765	1,015	4,780
Indirect:	0	0	0
Addons:	0	0	0
Bond:	0		0
SubTotal:	3,765	1,015	4,780
Pass Through:	0		0
Total:	3,765	1,015	4,780

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
2CRM30	3000 PSI Concrete	1.00	1.00	CY	103.00	100.00	103.00	103.00
2CRSFAB04	#4 FAB REBAR	1.00	345.00	LB	0.52	100.00	0.52	179.40
3SHORTLD	Short load fee	1.00	1.00	LS	150.00	108.25	162.38	162.38
8GEN	6000W Generator	1.00	16.00	HR	10.28	100.00	10.28	164.48
8PLATETAMP	Plate Tamper	1.00	16.00	HR	1.50	100.00	1.50	24.00
8R_BUGGY	RNTL CONCRETE BUGGY	1.00	16.00	HR	16.00	100.00	16.00	256.00
8STSC	Small Tools Concrete	1.00	16.00	HR	5.00	100.00	5.00	80.00
8TPU3/4	Pickup Truck 3/4 Ton	1.00	16.00	HR	19.63	100.00	19.63	314.08
8TRA16	16' Utility Trailer	1.00	16.00	HR	2.84	100.00	2.84	45.44
TXFIN	Conc Finisher, Pave & Struct	2.00	32.00	MH	18.00	100.00	23.06	737.84
TXFOR	Foreman	1.00	16.00	MH	28.00	100.00	35.87	573.88
TXFS	Form Builder/Setter Struct	2.00	32.00	MH	17.00	100.00	21.78	696.85
TXLC	Laborer, Common	2.00	32.00	MH	11.00	100.00	14.09	450.90

NE B-B
2 OF 3



40

TC 32



**TOWN OF
HORIZON CITY**

14999 DARRINGTON ROAD
HORIZON CITY, TX 79928
915-852-1046

ATTACHMENT D
(Water Journey Activator Connection – Change Order No. 9)



HAWK CONSTRUCTION
A TxHUB & DBE Certified Company

P.O. Box 17410 El Paso, Texas 79917
 P (915) 526-9116
 F (915) 288-2072
 e.victoriano@hawkconcrete.com

PRICE PROPOSAL

Project: Golden Eagle Park Improvements.
Quote: Water Journey Activator Wiring
To: Moreno Cardenas Inc.
Attn: Saul Trejo (Construction Manager).
Phone: 915-532-2091.
E-Mail: STrejo@morenocardenas.com
Address: 2505 E. Missouri, El Paso, Tx 79903.

Date: 6/15/2021

Thank you for the opportunity to provide you with the following quote for:

Golden Eagle Park Improvements.

Item	Description	Quantity	UM	Bid Price	Amount
1	Water Journey Activator Wiring	1.000	LS	\$ 3,337.22	\$ 3,337.22
Total =					\$ 3,337.22

1. PRICE PROPOSAL INCLUDES - Furnish and Install:

- 1.1: Concrete demolition and concrete placement.
- 1.2: M12 Connection wire from water journey activator to existing controller.
- 1.3: Set up re-programmed chip for existing controller on new spray park.

2. PRICE PROPOSAL EXCLUDES:

- 2.1 Any other item not listed in this quote.

DAYS REQUIRED: **Forty two (42) additional day** are equired as compensation for the following delays:

- 1 - Material delivery (wire from VORTEX).
- 2- Re-programming chip to set up water journey activator with installed new spray park controller.

Work directive provided on 04/22/2021

Work completed 100% on 06/02/2021

Note: This quote is valid for thirty (30) days from today.

Please feel free to contact me if you have any questions or require additional information.
 We look forward to serving you in carrying out the work as specified.

Respectfully;

Ramón Elias Victoriano, mscm.
 Project Manager / HAWK Construction
e.victoriano@hawktx.com
 O: (915) 494-5204 C: (915) 314-1352
 12779 Azogue Ave. El Paso, Tx 79938



Cost Breakdown

Project: Golden Eagle Park

Water Journey Activator Wiring

Date : 15-Jun-21

Item	Description	Quantity		Labor		Equipment		Materials / Supplies		Subcontract		Sub Total	
		Quantity	UM	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount		
1	Foreman	8.00	HR	\$ 28.00	\$ 224.00							\$ 224.00	
2	Labor, Utility - 2 people	16.00	HR	\$ 15.00	\$ 240.00							\$ 240.00	
3	M12 Connection Wire	1.00	LS					\$ 317.75	\$ 317.75			\$ 317.75	
6	Plumbing Subcontractor - Activator Set Up	1.00	LS							\$ 275.45	\$ 275.45	\$ 275.45	
7	Electrical Subcontractor	1.00	LS							\$ 1,975.50	\$ 1,975.50	\$ 1,975.50	
Subtotals						\$ 464.00		\$ -		\$ 317.75		\$ 2,250.95	\$ 3,032.70
Labor Burden					55%	\$ 255.20							\$ 255.20
Total Direct Costs						\$ 719.20		\$ -		\$ 317.75		\$ 2,250.95	\$ 3,287.90
Contractor's Markup					0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	\$ -
Subtotals with Markup						\$ 719.20		\$ -		\$ 317.75		\$ 2,250.95	\$ 3,287.90
OH&P											0.0%	\$ -	
Bond											1.5%	\$ 49.32	
Total Change Request												\$ 3,337.22	

Golden Eagle Park

Project Location
TX

Project Number
21344

Order Number

Date	Revision Description	By	Appr.
03/20/2019	REVISION OF P&ID	DD	MM

Drawing Title
Electrical Layout

Drawn by
MM

Checked by
MAB

Scale
Date
03/July/2019

Page #
E-001

Electrical Line Connections Power

Product Code	From	To	# Conductors	Gauge/Type	Note
PA	Main Power Line (By Owner)	ID-120VAC	3	N/A	120V, 1 Phase, 60Hz, 10Amps Breaker Recommended ± 10% Voltage Drop (By Installer)

Electrical Line Connections Controller Inputs

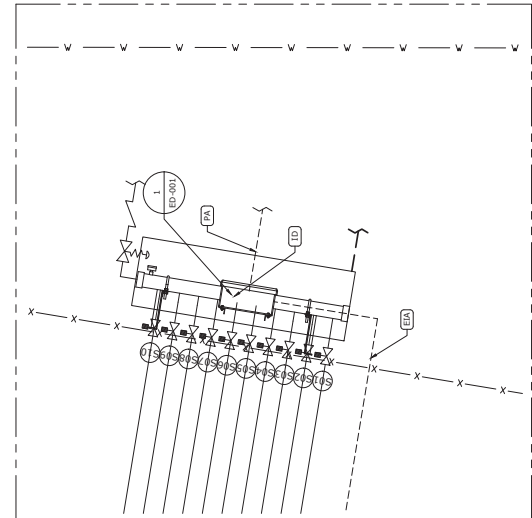
Product Code	From	To	# Conductors	Gauge/Type	Note
EIA	ID-Input 1	IA	5	22	24VAC, Max 250 mA (By Vortex)

Feature Connection Table

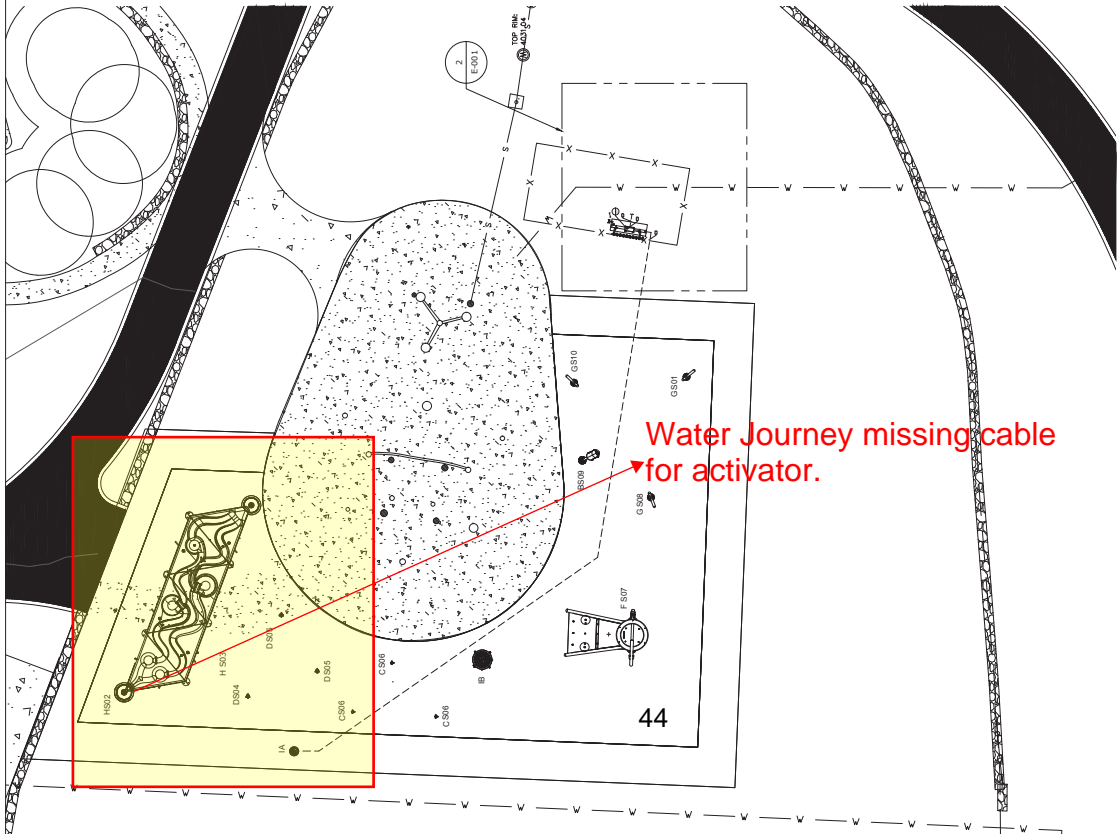
Manifold Output Ref.	Feature Ref.	Feature	Output (ID)
S01	G	Tube N°1 VOR 220	1
S02	H	Water Journey - Press & Row VOR 2438	2
S03	H	Water Journey - Rines VOR 7121	3
S04	D	Jet Stream No.2 VOR 325	4
S05	D	Jet Stream No.2 VOR 325	5
S06	C	Jet Stream N°1 VOR 7512	6
S07	F	Super Splash N° 2 VOR 130	7
S08	G	Tube N°1 VOR 220	8
S09	B	Catali Turf VOR 7782	9
S10	G	Tube N°1 VOR 220	10

Product Legend

Product Ref.	Product	Qty
IA	Bollard Activator No. 3 VOR-611	1
ID	Smartflow Logic Controller	1



2 ELECTRICAL LAYOUT
 E-001 SCALE: 3/4"=1"



1 ELECTRICAL LAYOUT
 E-001 1. REFER TO SPECIFICATIONS ON A-001 FOR MATERIALS AND DIMENSIONS.
 2. ARCHITECTURAL, CIVIL, PLUMBING & ELECTRICAL SECTIONS
 SCALE: 1/8"=1"
 Electrical line -----

Water Journey missing cable for activator.

Credit Card Payment

Date 4/26/2021

Order Information

Project Name | ID N° Golden Eagle Park Improvement

Customer Account N° [Click here to enter text.](#)

Reference N° [Click here to enter text.](#)

Amount **317.75**


Credit Card Information

Accepted Cards



Card N° 

Expiration Date  (Format must be MM / YY)

3 Digit code 

Name of Card Holder Elias Victoriano

Address of Card Holder - Street N° 1589 Hartsdale Dr

City El paso State | Prov. Texas

Country United States Zip | Postal 79928

Tel N° 915-333-2270



Order Received & Processed Notification

Thank you for sending your order to Vortex.
The following order was received and processed:

Order# : 39901

Date : 04/26/2021

Ship Via : FedEx Intl. Priority

Project#/Name : 21344 - Golden Eagle Park- TX

PO# : CREDIT CARD

Ship To : Elias Victoriano

Golden Eagle Park
12779 Azogue Ave

El Paso, TX 79938
US

Items Ordered	Description	Qty
11910.0452R01	M12 CONNECTION WIRE, 5-PIN, ST RAIGHT CONNECTOR_75M LG_22AWG	1
11	FREIGHT - CUSTOMER SERVICE	1

An email will be sent to you shortly with an estimated ship date.
Do not hesitate to contact us if you have any questions.

Customer Service
1-877-586-7839

Elias Victoriano

To: canoarc@sbcglobal.net
Cc: Jorge Ojeda
Subject: RE: Golden Eagle Park

From: Elias Victoriano
Sent: Friday, April 2, 2021 10:51 AM
To: canoarc@sbcglobal.net
Cc: Jorge Ojeda <jojeda@hawkconcrete.com>
Subject: RE: Golden Eagle Park

Cano,

Thank you for your response. I will get with the owner's representative to provide them this cost proposal and get you a response as soon as possible.

Should you have any questions or concerns, do not hesitate to contact me.

Respectfully;



Elias Victoriano, mscm.
Project Manager
e.victoriano@hawktx.com
O: (915) 494-5204 C: (915) 333-2270
12779 Azogue Ave. El Paso, Tx 79938

From: Cano Ortiz <canoarc@sbcglobal.net>
Sent: Friday, April 2, 2021 10:25 AM
To: Elias Victoriano <e.victoriano@hawktx.com>
Cc: Jorge Ojeda <jojeda@hawkconcrete.com>
Subject: Golden Eagle Park

EXTERNAL EMAIL WARNING: Do not **click links or open attachments** if you do not recognize the email sender.

Elias,

The connection of the activators is not listed in the bid form.

The total for this work is \$1,975.50.

The Splash Pad Electrical Layout drawings show the conduit to IA Bollard Activator No. 3.

The HS02 Water Journey – Press & Flow does not show a conduit.

Cano Ortiz
El Paso A.R.C. Electric, Inc.
(915)593-3700
canoarc@sbcglobal.net



Eagle Construction & Plumbing Repair
232 Jessie Trigg
El Paso, TX 79821 US
(915)820-7089
Thefirm3a@aol.com

Invoice 1635

BILL TO
Elias Victoriano

DATE 05/21/2021	PLEASE PAY \$275.45	DUE DATE 05/21/2021
--------------------	--------------------------------------	------------------------

ACTIVITY	QTY	RATE	AMOUNT
Service Call Programming new chip and new activator for new water park at Golden Eagle Park	1	275.45	275.45

TOTAL DUE	\$275.45
-----------	-----------------

THANK YOU.

Saul Trejo

From: Elias Victoriano <e.victoriano@hawktx.com>
Sent: Thursday, May 27, 2021 8:30 AM
To: support
Cc: Jorge Ojeda; Saul Trejo
Subject: RE: Project: 21344 - Golden Eagle Park- TX - programming

Thank you Tasso for your help to expedite this order faster.

Have a great day!

Should you have any questions or concerns, do not hesitate to contact me.

Respectfully;



Elias Victoriano, mscm.
Project Manager
e.victoriano@hawktx.com
O: (915) 494-5204 C: (915) 333-2270
12779 Azogue Ave. El Paso, Tx 79938

From: support <support@vortex-intl.com>
Sent: Thursday, May 27, 2021 8:11 AM
To: Elias Victoriano <e.victoriano@hawktx.com>; support <support@vortex-intl.com>
Cc: Jorge Ojeda <jojeda@hawkconcrete.com>; STrejo@morenocardenas.com
Subject: RE: Project: 21344 - Golden Eagle Park- TX - programming

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Hi Elias,

The order is shipping tonight. You'll get an automated tracking notice.

Thanks, Tasso



Tasso (Anastasios) Orfanos

Service à la Clientèle

Customer Service

VORTEX AQUATIC STRUCTURES INTERNATIONAL

7800 TRANS-CANADA HIGHWAY, POINTE-CLAIRE, QUEBEC, CANADA H9R 1C6

Tel: (514) 694.3868 ext. 282 Fax: (514) 335.5413

Toll-free: 1.877.5VORTEX www.vortex-intl.com

support@vortex-intl.com

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intercepted, corrupted, lost, destroyed, arrive late and/or incomplete, or contain viruses.

----- Original Message -----

From: Elias Victoriano <e.victoriano@hawktx.com>;
Received: Wed May 26 2021 14:18:03 GMT-0400 (Eastern Daylight Time)
To: Support <support@vortex-intl.com>;
Cc: Jorge Ojeda <jojeda@hawkconcrete.com>; STrejo@morenocardenas.com;
Subject: RE: Project: 21344 - Golden Eagle Park- TX - programming

Hi Tasso:

Please keep us on the loop. Thank you.

Should you have any questions or concerns, do not hesitate to contact me.

Respectfully;



Elias Victoriano, mscm.
Project Manager
e.victoriano@hawktx.com
O: (915) 494-5204 C: (915) 333-2270
12779 Azogue Ave. El Paso, Tx 79938

From: support <support@vortex-intl.com>
Sent: Wednesday, May 26, 2021 11:07 AM
To: Elias Victoriano <e.victoriano@hawktx.com>; support <support@vortex-intl.com>
Cc: Jorge Ojeda <jojeda@hawkconcrete.com>; STrejo@morenocardenas.com
Subject: RE: Project: 21344 - Golden Eagle Park- TX - programming

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Hi Elias,

We'll try ship it out mid-week next week.

Thanks, Tasso



Tasso (Anastasios) Orfanos

Service à la Clientèle

Customer Service

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7800 TRANS-CANADA HIGHWAY, POINTE-CLAIRE, QUEBEC, CANADA H9R 1C6

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----- Original Message -----

From: Elias Victoriano <e.victoriano@hawktx.com>;
Received: Tue May 25 2021 16:14:00 GMT-0400 (Eastern Daylight Time)
To: Support <support@vortex-intl.com>;
Cc: Jorge Ojeda <jojeda@hawkconcrete.com>; STrejo@morenocardenas.com;
Subject: RE: Project: 21344 - Golden Eagle Park- TX - programming

Good afternoon Ms. Mc Laughlin:

Thank you for your time and support. We will keep in touch for updates hoping we can get this chip earlier than June 10th, 2021. Thank you.

Should you have any questions or concerns, do not hesitate to contact me.

Respectfully;



Elias Victoriano, mscm.
Project Manager
e.victoriano@hawktx.com
O: (915) 494-5204 C: (915) 333-2270
12779 Azogue Ave. El Paso, Tx 79938

From: support <support@vortex-intl.com>
Sent: Tuesday, May 25, 2021 2:09 PM
To: Elias Victoriano <e.victoriano@hawktx.com>
Subject: RE: Project: 21344 - Golden Eagle Park- TX - programming
Importance: High

EXTERNAL EMAIL WARNING: Do not **click links or open attachments** if you do not recognize the email sender.

Good afternoon,

I hope this email find you well.

As discussed the estimated ship date is June 9th, this date has been given to us by our planning department. We have sent an email to verify if we could expedite the programming. Once programming is complete the key is shipped to you by priority shipping (usually next day air).

I hope this helps.

Thank you for making the world more playful.
Vortex Customer Support

Best regards,

Anne Marie Mc Laughlin

Customer service support representative

Représentante Service au support technique

7800 Trans Canada, Pointe-Claire, Québec, Canada, H9R 1C6

51

3



----- Original Message -----

From: Elias Victoriano <e.victoriano@hawktx.com>;
Received: Tue May 25 2021 15:54:45 GMT-0400 (Eastern Daylight Time)
To: Support <support@vortex-intl.com>;
Cc: Jaime x <thefirm3a@aol.com>; Jorge Ojeda <jojeda@hawkconcrete.com>; ashafir@vortex-intl.com;
Subject: RE: Project: 21344 - Golden Eagle Park- TX - programming

Good afternoon Tasso:

When should we expect the delivery of the new chip including the programming of the new activator for the water journey? Please advise.

Should you have any questions or concerns, do not hesitate to contact me.

Respectfully;



Elias Victoriano, mscm.
Project Manager
e.victoriano@hawktx.com
O: (915) 494-5204 C: (915) 333-2270
12779 Azogue Ave. El Paso, Tx 79938

From: Elias Victoriano
Sent: Monday, May 24, 2021 12:09 PM
To: 'support' <support@vortex-intl.com>
Cc: 'Jaime x' <thefirm3a@aol.com>; 'Allison Shafir' <ashafir@vortex-intl.com>
Subject: RE: Project: 21344 - Golden Eagle Park- TX - programming

Good afternoon Tasso:

Do we have any update regarding the lead time for the new chip to be delivered? The Town of Horizon is asking for final walk through on the project this week. Please advise. Thank you.

Should you have any questions or concerns, do not hesitate to contact me.

Respectfully;



Elias Victoriano, mscm.
Project Manager
e.victoriano@hawktx.com
O: (915) 494-5204 C: (915) 333-2270
12779 Azogue Ave. El Paso, Tx 79938

From: Elias Victoriano
Sent: Monday, May 24, 2021 9:33 AM
To: support <support@vortex-intl.com>
Cc: Jaime x <thefirm3a@aol.com>
Subject: RE: Project: 21344 - Golden Eagle Park- TX - programming
Importance: High

Good morning Tasso:

Thank you for the information. What is the lead time for the chip? Do you have the address of our office?

Should you have any questions or concerns, do not hesitate to contact me.

Respectfully;



Elias Victoriano, mscm.
Project Manager
e.victoriano@hawktx.com
O: (915) 494-5204 C: (915) 333-2270
12779 Azogue Ave. El Paso, Tx 79938

From: support <support@vortex-intl.com>
Sent: Friday, May 21, 2021 2:40 PM
To: Elias Victoriano <e.victoriano@hawktx.com>
Cc: Jaime x <thefirm3a@aol.com>
Subject: Project: 21344 - Golden Eagle Park- TX - programming

EXTERNAL EMAIL WARNING: Do not **click links or open attachments** if you do not recognize the email sender.

Hi Elias,

I got a call from Jaime about the 2nd activator for the water journey and the programming.

I've processed and order for a re-programming chip so the water journey's activator will wire to the second position and when activated, it will run a sold 4 min. sequence.

Also attached are the manuals for the controller and a quick reference on how to upload. Just remember that no power to the controller when inserting it and removing it. Then you just keep it aside. Do not leave it plugged into the controller.



Tasso (Anastasios) Orfanos

Service à la Clientèle

Customer Service

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Tel: (514) 694.3868 ext. 282 Fax: (514) 335.5413
Toll-free: 1.877.5VORTEX www.vortex-intl.com
support@vortex-intl.com

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RESOLUTION

WHEREAS, on or about December 9, 1998, based on a process to select a firm based on qualifications, the parties entered into an Engineering Services Agreement (“Initial Agreement”) for the Engineer to provide professional engineering services to the Town of Horizon City on an on-call basis for specific projects, under which Engineer essentially functions as the City Engineer for the City; and

WHEREAS, the City and the Engineer have entered into several agreements, amendments and revisions to the Engineering Services Agreement and/or Amendments for the convenience of the parties; and

WHEREAS, the City desires to contract with the Engineer to perform services on an on-call basis for professional construction management and construction administration services, including field engineering and inspection services, which have been determined to be necessary and appropriate for the 2020 Street Maintenance Program; and

WHEREAS, entering into this Agreement is appropriate as the Engineer and subconsultants are qualified, and the Engineer was selected through the City's selection procedure, in accordance with all applicable state and local laws and ordinances.

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

That the Mayor be authorized to sign an Engineering Services Agreement for Professional Services between the Town of Horizon City, Texas and Huitt-Zollars, Inc. for professional construction management and construction administration services, including field engineering and inspection services, for the 2020 Street Maintenance Program and that the Mayor be authorized to approve additional services in an amount not to exceed ten percent (10%) of the total estimated Project amount.

PASSED AND ADOPTED this _____ day of _____, 2021.

THE TOWN OF HORIZON CITY

Ruben Mendoza
Mayor

ATTEST:

Elvia Schuller
City Clerk

APPROVED AS TO FORM:

Theresa Cullen

Theresa Cullen
Assistant City Attorney

APPROVED AS TO CONTENT:

Michelle Padilla
Planning Director

Attachment "A"	2020 Street Maintenance Program Construction Management Services Scope of Services
Attachment "B"	Insurance certificates

**ARTICLE II.
PROJECT COVERED UNDER THIS AGREEMENT**

- 2.1** The City hereby agrees to retain the Engineer and the Engineer agrees to perform professional services for the Project to perform professional construction management, construction administration services, including Field Engineering and Inspection Services, as a Professional Engineer for the Project covered by this Agreement. The Engineer's services shall consist of the Scope of Services as further described in **Attachment "A"**.
- 2.2** The Engineer shall serve as the City's professional representative in the Project and shall give consultation and advice to the City during the performance of services.
- 2.3** The City shall provide all available information to the Engineer as to the Project for which Engineer will provide the services for the City.
- 2.4** The City hereby designates the CIP Manager as the City's representative with respect to the professional services to be provided by the Engineer pursuant to this Agreement. The CIP Manager shall have complete authority to transmit instructions, receive information, interpret and define City's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. The CIP Manager will render written decisions within a five (5) working day time period.

**ARTICLE III.
ENGINEER FEES AND PROJECT'S BUDGET**

3.1 PAYMENT TO ENGINEER. The City shall pay for the Engineer's Services for the Project based on the pre-established rates, in a lump sum amount **Forty-Six Thousand Four Hundred Five and No/100 Dollars (\$46,405.00)** for the Proposed Construction Management Office Support, AND an amount not to exceed **One Hundred Twenty Thousand Six Hundred Sixty Dollars and No/100 (\$120,660.00)** for Field Engineering and Inspection Fees, for a total Project amount not to exceed **One Hundred Sixty-Seven Thousand Sixty-Five and No/100 Dollars (\$167,065.00)** as further set forth in **Attachment "A"**. The amounts listed as fees within the detailed breakdowns of the anticipated and estimated services as set forth in **Attachment "A"**, are estimated amounts of the total cost for this Agreement. The amounts listed as fees within the detailed breakdowns of the anticipated and estimated services as set forth in **Attachment "A"**, are estimated amounts of the total contract cost.

3.1.1 The Mayor may authorize additional services as identified in **Attachment "A"** for this Agreement in an amount not to exceed ten percent (10%) of the total estimated Project amount identified in Section 3.1. Should any additional services as identified in **Attachment "A"** be necessary and the cost of the services exceed the identified additional

ten percent (10%) of the total estimated Project amount identified in Section 3.1, such additional services and payment must be approved by the City Council.

3.2 ENGINEER'S SERVICES. The Engineer shall provide Office and Field Engineering Support Services and Field Engineering and Inspection Services for the Project as set forth in "Attachment A".

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

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total Project budget(s), the total amount(s) authorized for the Engineer, the current invoiced amount(s) and the amount(s) billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of each phase. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

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

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

ARTICLE IV. PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The Construction Management Services for the Project shall continue through the completion of the Project, and as stated in the Schedule in **Attachment "A"**.

4.2 TERMINATION. This Agreement for the Project may be terminated separately without affecting the any other Agreement or amendment by and between the parties for any other project, as provided herein. In the event of a termination of this Agreement, in whole or in part, the Engineer 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 Engineer and City that the City may terminate this Agreement, in whole or in part for the

convenience of the city, upon **fourteen (14) consecutive calendar days** written notice. It is also understood and agreed that upon such notice of termination, the Engineer shall cease the performance of services under this Agreement. Upon such termination, the Engineer shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the City's notice of termination. City shall compensate Engineer in accordance with this Agreement; however, the City may withhold any payment to the Engineer that is held to be in dispute for the purpose of set-off until such time as the exact amount due the Engineer from the City is determined. Nothing contained herein, or elsewhere in this Agreement shall require the City to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

4.2.2 TERMINATION BY EITHER PARTY It is further understood and agreed by the Engineer and City that either party may terminate this Agreement 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, 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 for default if the Engineer violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the city pursuant to this subsection, the city may withhold payments to the Engineer for the purpose of setoff until such time as the exact amount due the Engineer from the City is determined.

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

ARTICLE V. INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. The Engineer shall maintain insurance, as required by the Initial Agreement, during the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

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

5.1.2 PROOF OF INSURANCE. Upon request from the City, the Engineer shall furnish the City Engineer 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.

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

5.2 INDEMNIFICATION.

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

The City agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer, its officers, directors, employees and subconsultants (collectively, Engineer) against all damages, liabilities or costs including reasonable attorneys' fees and defense costs, to the extent caused by the City's negligent acts in connection with projects under the Agreement and amendments thereto or anyone for whom the City is legally liable, provided however, the liability of the City shall be subject to its sovereign immunity and the City reserves and does not waive its rights of sovereign immunity and similar rights, including but not limited to any immunity, rights, defenses, and limitations on monetary damages under the Texas Tort Claims Act, as may be amended.

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

ARTICLE VI. GENERAL PROVISIONS

6.1 ENGINEER'S QUALITY OF WORK. Services provided by the Engineer under this Agreement 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 THIS PROJECT. Engineer'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 Engineer's work on the Parks Improvement 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) Engineer'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. In those situations where Engineer's records have been generated from computerized data, Engineer 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 Engineer's records related to this Project and shall be allowed to interview any of the Engineer'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 Engineer is making copies for the City under this section at the request of the City.

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

6.4 VENUE. For the purpose of determining the place 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.

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

6.6 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.

6.7 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.

6.8 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
 Ruben Mendoza, Mayor
 14999 Darrington Road
 Horizon City, Texas 79928

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

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

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

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

6.10 ENTIRE AGREEMENT FOR PROJECT. This Agreement, along with the Initial Agreement, 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 Project defined under this Agreement. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

TOWN OF HORIZON CITY:

Ruben Mendoza, Mayor
Dated: August _____, 2021

ATTEST:

Elvia Schuller
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Theresa Cullen
Assistant City Attorney

Michelle Padilla
Planning Director

**ENGINEER:
Huitt-Zollars, Inc.**

By: _____

Printed name: _____

Title: _____

Dated: August _____, 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 August 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 August 2021, by _____, as _____ of **Huitt-Zollars, Inc.**

Notary Public, State of Texas

My commission expires:

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

1. **SCOPE OF SERVICES.**

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

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

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

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

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

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

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

- 1.1.5 The City of El Paso will provide tuberculosis and sexually transmitted disease control services to residents of the Town of Horizon City. Services may include testing, treatment and investigation of contacts, as appropriate. Appropriate and customary fees will be charged to those receiving these services.
- 1.1.6 The City of El Paso will provide Women, Infants and Children (WIC) Nutrition services to residents of the Town of Horizon City in accordance with Texas DSHS requirements. Services may include medical health assessment, nutrition, breast-feeding promotion, social service referral, and food benefit issuances, as appropriate.
- 1.1.7 The City will provide pediatric dental services to residents living in the Town of Horizon City in accordance with Texas Title V requirements and in accordance with Texas Medicaid waiver guidelines. Services may be provided in the Department of Public Health's licensed dental facility in the City of El Paso or by use of the City of El Paso's Mobile Dental clinic beyond the City limits.
- 1.1.8 The City of El Paso will provide informational programs including but not limited to injury prevention, asthma, diabetes, abstinence, maturation/puberty, and tobacco use prevention. These services are generally provided to the Town of Horizon City's residents at local school facilities through the City of El Paso's Health Education Program.
- 1.1.9 The City of El Paso will provide Family Planning Services to qualified individuals in accordance with US Health and Human Services/Office of Population Affairs Title X, which encompasses reproductive and sexual wellness education; infertility counseling; basic wellness checks; breast exam, annual pelvic exam, Pap smear, and pregnancy testing for women; hormonal and barrier birth control methods; testing and treatment for Sexually Transmitted Infections (STIs); HIV testing and linkage to care, referral to vasectomy services for men; Pre-Exposure Prophylaxis (PrEP)

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

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

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

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

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

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

- 1.6 The City of El Paso will provide necessary training for employees utilized in providing services under this Agreement, as may be required by law or determined to be appropriate by the City of El Paso, and shall require all such personnel to maintain all required licenses and certifications in accordance with State and Federal laws.
- 1.7 Nothing within the terms of this Agreement shall require the City of El Paso to purchase additional equipment or hire additional personnel in order to comply with the terms of this Agreement.
- 1.8 The City of El Paso agrees that it will keep accurate records of all services provided to the Town of Horizon City pursuant to this Agreement as part of its routine data collection processes and shall report such activities in its standardized records format to Town of Horizon City officials, as requested. However, the City of El Paso will not be required to furnish copies of any reports that are maintained on the City's website and available to the Town of Horizon City from the website.
- 1.9 On or before July 31, 2022 the City of El Paso shall provide to the Town of Horizon City an initial projection based on the City Manager's filed proposed budget of Town of Horizon's potential costs for a new Interlocal Agreement that, if agreed upon, would be effective September 1, 2022. The provision of this initial projection of potential costs will be used solely for the purposes of facilitating the budgeting process for the Town of Horizon City for its FY2023 budget.
- 1.10 It is understood and agreed to between the parties that any portion of this Agreement providing for the delivery of public health and environmental services for which the Town of Horizon City does not grant legal authority shall be null and void and of no force and effect, and the City of El Paso shall not be obligated to provide those services.

2. **LOCATION OF PERFORMANCE.** The place where most services are to be performed is in the Town of Horizon City, Texas (jurisdictional areas of the Town of Horizon City). Certain health services involving medical testing, treatment and laboratory analysis shall be performed at City Department of Public Health locations within the City of El Paso.

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

4. **TIMES OF PERFORMANCE.** The City of El Paso shall commence the provision of its services on the 1st day of September 2021, and shall terminate on the 31st day of August 2022, regardless of the date of execution of this Agreement.

4.1 In the event of a public health or environmental emergency, such as, but not limited to, a disaster declaration of the Town of Horizon City, requiring, as a result of the emergency, specific health and environmental services from the City of El Paso after August 31, 2022, and prior to the signing of a subsequent Interlocal for health and environmental services between the parties to this Agreement, the required services shall be provided by the City of El Paso to the Town of Horizon City at the rate described in the present Agreement, and the Town of Horizon City shall pay for said services at said rate within thirty (30) days of receipt of an invoice from the City of El Paso for said services.

5. **COMPENSATION.**

5.1 The Town of Horizon City agrees to pay the amount not to exceed ONE HUNDRED SEVENTY-FOUR THOUSAND FIVE HUNDRED FORTY-TWO DOLLARS AND NO/100 (\$174,542.00) for services rendered in accordance with this Agreement, excluding the services described in Section 4.1. Payments shall be made in equal quarterly installments, each in the amount of FORTY-THREE THOUSAND SIX HUNDRED THIRTY-FIVE DOLLARS AND 50/100 (\$43,635.50) with the first payment becoming due and payable on the 1st day of September 2021 or within 10 days after the date that the Town of Horizon City signs this Agreement, whichever is later. The quarterly installment described in this Section 5.1 does not include the services described in Section 4.1. The Cost Models attached hereto as Appendix A and Appendix B identify the total cost of services offered by the City of El Paso to the Town of Horizon City pursuant to this Agreement.

5.2 The Parties acknowledge that the funds paid by the Town of Horizon City pursuant to Section 5.1 above may not be sufficient in the event of an unexpected occurrence such as an outbreak, epidemic (i.e. Zika, cholera), or intervention of emerging or new diseases or public health threats (chemical or biological) in the jurisdictional areas of the Town of Horizon City. The Town of Horizon City shall name a person to serve

as a point of contact to discuss these types of threats, their intervention, and any additional costs that the Town of Horizon City will need to pay to defray the resulting expenses. Such contact person shall be designated and disclosed to the Director of the Department of Public Health and the Director of the Department of Environmental Services as of the signing of this Agreement, as applicable.

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

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

7.1 *Authority of the City of El Paso.* The Town of Horizon City expressly agrees that the City of El Paso shall have authority to enforce all laws and ordinances applicable to those public health and environmental services covered in this agreement, within the incorporated city limits of the Town of Horizon City, Texas. The Town of Horizon City further agrees that, in the absence of any conflicting city ordinance, the City of El Paso shall have authority to enforce the laws of the State of Texas and the Town of Horizon City of El Paso applicable to those public health and environmental services covered in this agreement, within the incorporated city limits of the Town of Horizon City, Texas. The Town of Horizon City shall provide certified copies of all the Town of Horizon City, Texas Ordinances affecting public health and environmental regulation upon execution of this Agreement and as requested by the City of El Paso,

and to provide copies of all such newly adopted or amended ordinance within 10 days after adoption or amendment. Copies of such ordinances shall be sent to the Director of the City of El Paso Department of Public Health and to the Director of the City of El Paso Department of Environmental Services, as applicable.

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

El Paso for the Town of Horizon City’s fiscal year during which time such funding is not available or appropriated; however, all services that have been provided by the City of El Paso shall be paid in accordance with Sections 5 and 6 of this Agreement. Should the Town of Horizon City experience a funding unavailability related to the services described in this Agreement, the Town of Horizon City shall immediately provide written notification to the City of El Paso of such case and either party may choose to terminate the Agreement subject to this Section 9. In the event that the Town of Horizon City notifies the City of El Paso that the Town of Horizon City is experiencing a funding unavailability related to this Agreement, the City of El Paso shall immediately cease providing the services described in this Agreement to the Town of Horizon City except as required by related grant funding requirements to which the City of El Paso must adhere.

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

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

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

15. **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and no amendment, modification or alteration of the terms shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereto. The parties reserve the right to amend this Agreement in the event either party should experience an unforeseen, significant impact to their respective budget allocated for the services addressed in this Agreement.

(Signature pages follow)

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

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

APPROVED this ____ day of _____, 2021.

CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney



Wendi Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Angela Mora, Director
Department of Public Health



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

(Signatures continue on the following page)

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

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

APPROVED this ____ day of _____, 2021.

TOWN OF HORIZON CITY

Mayor
Printed Name: _____

ATTEST:

APPROVED AS TO FORM:

Printed Name: _____
City Clerk, Town of Horizon City

Printed Name: _____
Town of Horizon City, Attorney

City of El Paso, Texas
 Summary Results- For Direct Departments Based on 2022
 Preliminary Budgeted Expenditures
APPENDIX "B" - ESD COST MODEL

FY22	El Paso	Anthony	Clint	Horizon	Socorro	El Paso County	San Elizario	Vinton	Total Operational Cost
Vector Control	\$ 858,579	\$ 3,820	\$ -	\$ 863	\$ 28,493	\$ 178,386	\$ 1,561	\$ 781	\$ 1,072,483
Air Quality (per capita)	\$ 229,948	\$ 1,775	\$ 328	\$ 5,928	\$ 11,340	\$ 33,607	\$ 3,322	\$ 716	\$ 286,965
Grand Total	\$ 1,088,527	\$ 5,596	\$ 328	\$ 6,791	\$ 39,834	\$ 211,993	\$ 4,883	\$ 1,496	\$ 1,359,448
Percent of Total Cost	80.07%	0.41%	0.02%	0.50%	2.93%	15.59%	0.36%	0.11%	100.00%

APPENDIX C

STATE OF TEXAS)
)
COUNTY OF EL PASO)

HIPAA BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT is entered into on _____, 2021, by and between the CITY OF EL PASO, TEXAS (“CITY”), as the Covered Entity, and TOWN OF HORIZON CITY (“BUSINESS ASSOCIATE”) by and through their duly authorized officials, in order to comply with 45 C.F.R. §164.502(e) and §164.504(e), governing protected health information (“PHI”) and business associates under the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191), 42 U.S.C. Section 1320d, et. seq., and regulations promulgated thereunder, as amended from time to time (statute and regulations hereafter collectively referred to as “HIPAA”). Covered Entity and Business Associate may be referred to herein individually as a “Party” or collectively as the “Parties”.

RECITALS

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

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

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

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

NOW THEREFORE, CITY and BUSINESS ASSOCIATE agree as follows:

A. HIPAA Terms

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

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

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

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

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

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

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

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

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

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

5. **Disclosure of Information for Management, Administration and Legal Responsibilities.** BUSINESS ASSOCIATE is permitted to disclose Information received from CITY for the proper management and administration of BUSINESS ASSOCIATE or to carry out legal responsibilities of BUSINESS ASSOCIATE, provided:
 - a. The disclosure is required by law; or
 - b. The BUSINESS ASSOCIATE obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, the person will use appropriate safeguards to prevent use or disclosure of the information, and the person immediately notifies the BUSINESS ASSOCIATE of any instance of which it is aware in which the confidentiality of the information has been breached. (ref. 45 C.F.R. 164.504(e)(4)(ii)).

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

7. **BUSINESS ASSOCIATE OBLIGATIONS:**
 - a. **Limits on Use and Further Disclosure Established by Agreement and Law.** BUSINESS ASSOCIATE hereby agrees that the Information provided or made available by the CITY shall not be further used or disclosed other than as permitted or required by the Agreement or as required by federal law. (ref. 45 C.F.R. 164.504(e)(2)(ii)(A)).
 - b. **Appropriate Safeguards.** BUSINESS ASSOCIATE will establish and maintain appropriate safeguards to prevent any use or disclosure of the Information, other than as provided for by this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(B)).
 - c. **Reports of Improper Use or Disclosure.** BUSINESS ASSOCIATE hereby agrees that it shall report to CITY **within two (2) days of discovery** any use or disclosure of Information not provided for or allowed by this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(C)).
 - d. **Subcontractors and Agents.** BUSINESS ASSOCIATE hereby agrees that any time Information is provided or made available to any subcontractors or agents, BUSINESS ASSOCIATE must enter into a subcontract with the subcontractor or agent that contains the

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

(i) **45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2).** In accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, BUSINESS ASSOCIATE agrees to ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of BUSINESS ASSOCIATE agree in writing to the same restrictions and conditions that apply through this Agreement to BUSINESS ASSOCIATE with respect to such Information.

e. Right of Access to Information. BUSINESS ASSOCIATE hereby agrees to make available and provide a right of access to Information by an Individual. This right of access shall conform with and meet all of the requirements of Section 181.102 of the Texas Health and Safety Code, requiring that not later than the 15th business day after the date of the receipt of a written request from a person for the person's electronic health record, BUSINESS ASSOCIATE shall provide the requested record to the person in electronic form unless the person agrees to accept the record in another form, and with any further requirements of 45 C.F.R. 164.524, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATE where appropriate. (ref. 45 C.F.R. 164.504(e)(2)(ii)(E)).

f. Correction of Health Information by Individuals. BUSINESS ASSOCIATE shall, upon receipt of notice from the CITY, amend or correct protected health information (PHI) in its possession or under its control.

g. Amendment and Incorporation of Amendments. BUSINESS ASSOCIATE agrees to make Information available for amendment and to incorporate any amendments to Information in accordance with 45 C.F.R. 164.504(e)(2)(ii)(F)).

h. Provide Accounting. BUSINESS ASSOCIATE agrees to make Information available as required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATE where appropriate. (ref. 45 C.F.R. 164.504(e)(2)(ii)(G)).

i. Access to Books and Records. BUSINESS ASSOCIATE hereby agrees to make its internal practices, books, and records relating to

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

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

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

B. Term and Termination

1. **Term.** The Term of this Agreement shall be effective as of September 1, 2021, and shall terminate on August 31, 2022, or on the date covered entity terminates for cause as authorized in paragraph (B.2.) of this Section, whichever is sooner.
2. **Termination for Cause.** Upon the CITY’s knowledge of a material breach by BUSINESS ASSOCIATE, the CITY shall:
 - a. Provide an opportunity for BUSINESS ASSOCIATE to cure the breach or end the violation, and terminate if BUSINESS ASSOCIATE does not cure the breach or end the violation within the time specified by the CITY.
 - b. Immediately terminate the Business Associate Agreement if BUSINESS ASSOCIATE has breached a material term of this Business Associate Agreement and cure is not possible.
 - c. Notify the Secretary of HHS if termination is not possible.
3. **Obligations of Business Associate Upon Termination.** Upon termination of this Agreement for any reason, BUSINESS ASSOCIATE, with respect to protected health information received from CITY, or created, maintained, or received by BUSINESS ASSOCIATE on behalf of CITY, shall:
 - a. Retain only that protected health information which is necessary for BUSINESS ASSOCIATE to continue its proper management and administration or to carry out its legal responsibilities;

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

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

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

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

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

D. Miscellaneous

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

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

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

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

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

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

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

(Signatures follow on next page)

STATE OF TEXAS)
)
COUNTY OF EL PASO)

HIPAA BUSINESS ASSOCIATE AGREEMENT


Signature Page

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the _____ day of _____, 2021.

CITY OF EL PASO


Tomás González
City Manager

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:



Angela Mora, Director
Department of Public Health

TOWN OF HORIZON CITY

Signature: _____
Name Printed: _____
Title: _____

Town of Horizon City Proposed Budget and Property Tax Rate FY 2022

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Ordinance Introductions August 10, 2021
Budget Public Hearing August 31, 2021
Tax Rate Public Hearing September 14, 2021

Components of the Operating Budget

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

**TOWN OF HORIZON CITY
2022 OPERATING BUDGET**

Description	2021	2022	Increase	Percent
<u>Revenues</u>				
General Fund	7,646,077	8,490,421	844,344	11.04%
Debt Service Fund	1,853,107	1,867,474	14,367	0.78%
Street Fund	1,120,000	1,120,000	-	0.00%
Transportation Reinvestment Zone Fund	149,326	360,553	211,227	141.45%
Special Event Fund	30,500	25,500	(5,000)	-16.39%
Total	10,799,010	11,863,948	1,064,938	9.86%
<u>Expenditures</u>				
General Fund	7,646,077	8,490,421	844,344	11.04%
Debt Service Fund	1,853,107	1,867,474	14,367	0.78%
Street Fund	1,120,000	1,120,000	-	0.00%
Transportation Reinvestment Zone Fund	149,326	360,553	211,227	141.45%
Special Event Fund	30,500	25,500	(5,000)	-16.39%
Total Expenditures	10,799,010	11,863,948	1,064,938	9.86%
Excess Revenue	-	-	-	

General Fund Budget Assumptions

▶ Expenses

- a. Non-payroll related expenses held to FY2021 levels or increased only as necessary based on history or planned changes
- b. 5.00% across the board increase to salaries for Administrative personnel
- c. \$2.75 per hour increase per the proposed Collective Bargaining Agreement for all officers covered by the agreement
- d. \$2.50 per hour increase for all Dispatch personnel
- e. No increase to employee health benefit expense assumed
- f. A new lower TMRS rate of 5.72% effective January 2022
- g. Replacement of six vehicles and the addition of one, all under lease agreement
- h. Addition of two employees and related expenses
 - i. Finance – Finance Assistant – October 2021
 - ii. Police – Patrol Officer – April 2022

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General Fund Budget Assumptions (Cont'd)

▶ Revenues

- a. 4% increase to annualized FY2021 revenues for Sales taxes
- b. Franchise fees, most are the same as the FY2021 budget, except Electric which applied a 4% increase to annualized FY2021 revenues
- c. ESD revenues per agreement based on estimated average ⁹⁵ cost of a dispatcher
- d. Building permits – Used FY2021 amounts
- e. Citations and Fines – Used FY2020 amounts as there has not been evidence that these will increase over historical amounts.
- f. Miscellaneous revenues – Combination of FY2020 actuals and FY2021 budget. Also includes proposed Vector Control revenues

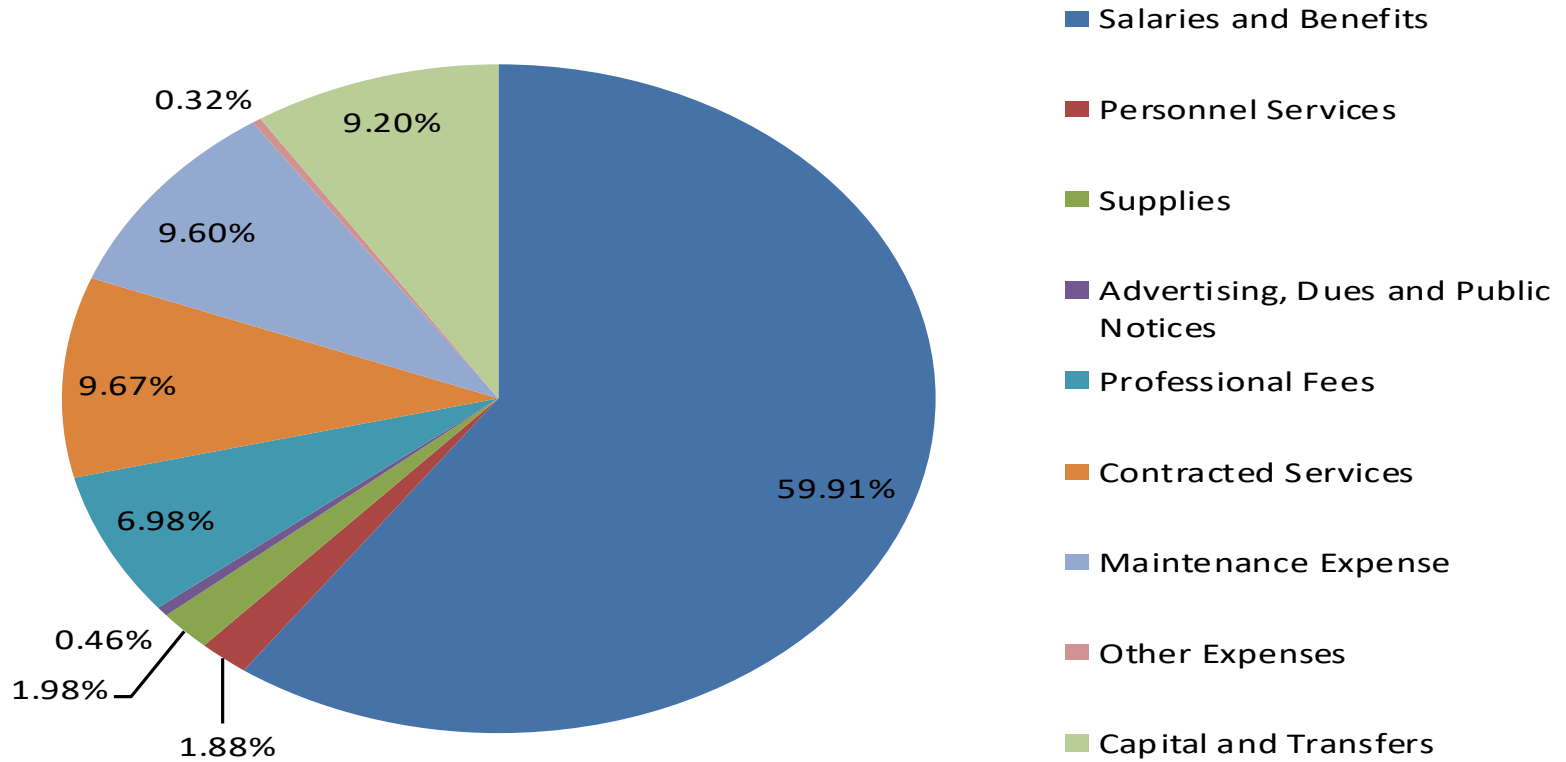
**TOWN OF HORIZON CITY
GENERAL FUND REVENUES
BUDGET 2021-2022**

Description	FY2020 Actuals	Revised FY2021 Budget	FY2022 Budget	Increase/ (Decrease)	Percentage
Property Taxes	3,737,739	3,771,395	3,984,489	213,094	5.65%
Sales Taxes	1,902,051	1,894,710	2,349,166	454,456	23.99%
Franchise Fees	477,786	510,906	513,247	2,341	0.46%
Building and Inspection Fees	776,432	569,200	571,373	2,173	0.38%
Citations and Fees	192,252	243,073	192,248	(50,825)	-20.91%
Other Income	695,195	482,292	859,898	377,606	78.29%
Prior Year Fund Surplus	-	114,500	-	(114,500)	-100.00%
Interest Income	74,422	60,000	20,000	(40,000)	-66.67%
Total Revenue	7,855,876	7,646,077	8,490,421	844,344	11.04%
Taxable Values	880,882,947	934,626,481	1,021,794,945	87,168,464	
Maintenance & Operations Rate	0.390814	0.403519	0.389950	(0.013569)	-3.36%

**TOWN OF HORIZON CITY
GENERAL FUND EXPENDITURE SUMMARY BY FUNCTION
BUDGET 2021-2022**

Line No.	Description	FY2020 Actuals	Revised FY2021 Budget	FY2022 Budget	Increase/ (Decrease)	Percentage
1	Salaries and Benefits	4,120,595	4,642,596	5,086,778	444,183	9.57%
2	Personnel Services	96,596	137,922	159,825	21,903	15.88%
3	Supplies	146,218	154,135	167,820	13,685	8.88%
4	Advertising, Dues and Public Notices	24,303	39,469	39,287	(182)	-0.46%
5	Professional Fees	500,687	647,064	592,332	(54,732)	-8.46%
6	Contracted Services	662,504	986,584	821,274	(165,310)	-16.76%
7	Maintenance Expense	639,905	692,571	815,402	122,831	17.74%
8	Other Expenses	16,171	30,540	26,780	(3,760)	-12.31%
9	Capital and Transfers	891,419	315,198	780,924	465,726	147.76%
10	Total	7,098,399	7,646,077	8,490,421	844,344	11.04%

Percentage of Budget by Function



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Maintenance & Operations Increase

GENERAL FUND INCREASE - 2022 BUDGET

1	2021 M & O Budget as Approved	7,531,577
2	Amendments	114,500
3	Revised 2021 M & O Budget	<u>7,646,077</u>
4	Add:	
5	Merit Increase	346,839
6	Additional Employees	60,429
7	Increase to Capital expenditures	465,726 ⁹⁹
8	Reduction in Mass Transit Allocation	(109,000)
9	Net Reduction in Other Contracted Services	(56,310)
10	Increase to Maintenance Expenses	121,933
11	Net effect of other changes	14,727
12	Subtotal Additional Expenses	<u>844,344</u>
13	Total Proposed Expenses	<u>8,490,421</u>

Interest & Sinking Fund Increase

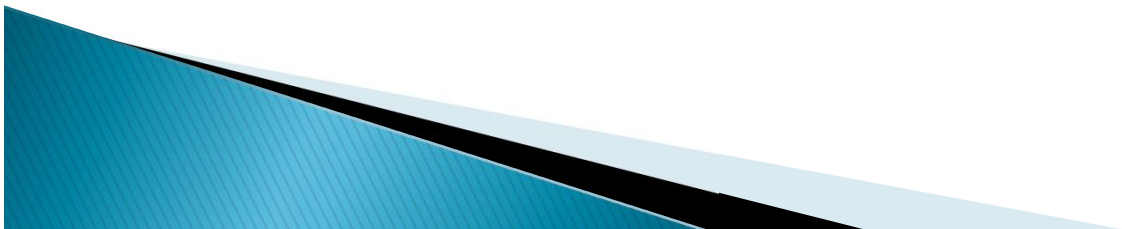
DEBT SERVICE FUND INCREASE - 2022 BUDGET

1	2021 I & S Budget as Approved	1,853,107	
2	Amendments	-	
3	Revised 2021 M & O Budget	<u>1,853,107</u>	
	Add:		
4	2019 Certificates of Obligation -Net increase of principal and decrease of interest	11,000	100
5	2014 Certificates of Obligation -Net increase of principal and decrease of interest	(201)	
6	2005 Bond interest decrease	3,618	
7	Other Expenses	<u>(50)</u>	
8	Subtotal Additional Expenses	14,367	
9	Total Proposed Expenses	<u><u>1,867,474</u></u>	

Components of the Tax Rate

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

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7/21/2021

HORIZON CITY

2021 Certified Totals

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

	Preceding Tax Year	Current Tax Year
Total appraised value of all property	1,145,012,777	1,272,036,854
Total appraised value of new property	37,015,358	39,495,667
Total taxable value of all property	965,385,607	1,086,266,259
Total taxable value of new property	35,270,335	36,572,997

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Comparison of Current and Proposed Rates

TOWN OF HORIZON CITY PROPERTY VALUATION AND TAX RATES

Description	2021	2022	Increase	Percent
Property Valuation	934,626,481	1,021,794,945	87,168,464	9.33%
Property Tax Rates				
Maintenance & Operation	0.403519	0.389950	(0.013569)	-3.36%
Debt Service	0.199088	0.175553	(0.023535)	-11.82%
Total	0.602607	0.565503	(0.037104)	-6.16%
Total Property Taxes	5,624,502	5,851,963	227,461	4.04%
No New Revenue Rate	0.592190	0.561776	-0.030414	-5.14%
Voter Approved Rate	0.602607	0.565503	-0.037104	-6.16%
Proposed Rate over No New Revenue Rate				0.66%
Proposed Rate over Voter Approved Rate				0.00%
<u>Average Home</u>	\$ 122,509	\$ 138,774	\$ 16,265	
	\$ 738.25	\$ 784.77	\$ 46.52	
<u>Low</u> \$70,000	\$ 421.82	\$ 395.85	\$ (25.97)	
<u>High</u> \$300,000	\$ 1,807.82	\$ 1,696.51	\$ (111.31)	

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

Description	2019	2020	2021	2022
Property Valuation	\$ 840,027,802	\$ 880,882,947	\$ 934,626,481	\$ 1,021,794,945
<u>Property Tax Rates</u>				
Maintenance & Operation	0.366035	0.390814	0.403519	0.389950
Debt Service	0.125721	0.204526	0.199088	0.175553
Total	0.491756	0.595340	0.602607	0.565503

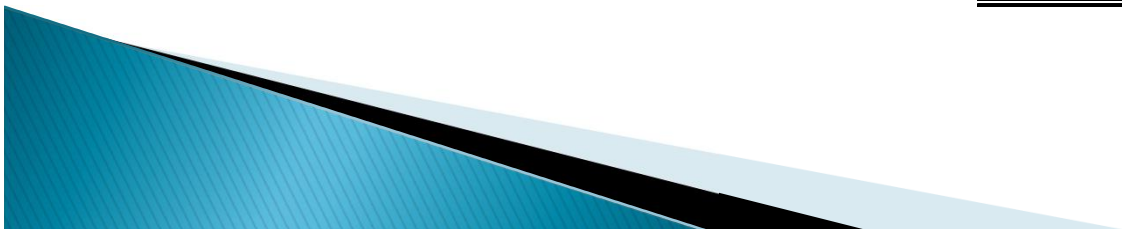
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Change in Rates

Maintenance & Operation	0.024779	0.012705	(0.013569)
Debt Service	0.078805	(0.005438)	(0.023535)
Total	0.103584	0.007267	(0.037104)

Percentage Change in Rates

Maintenance & Operation	6.77%	3.25%	-3.36%
Debt Service	62.68%	-2.66%	-11.82%
Total	21.06%	1.22%	-6.16%



Town of Horizon City Proposed Budget and Property Tax Rate FY 2022

- ▶ Questions?



ORDINANCE NO. 0260 AMENDMENT NO. 02

AN ORDINANCE AMENDING ORDINANCE NO. 0260 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 THE PURCHASE OF POTHOLE PATCHING EQUIPMENT; 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, Ordinance No. 0120 Amendment No. 1 was approved March 9, 2021, and it allowed for the budgeting and expenditure of funds for Tax Increment Reinvestment Zone Services and Expenditures; and

WHEREAS, it is now necessary to amend said budget for municipal purposes to add the transfer of funds from the Street Maintenance Fund Construction Contracted line item to Street Maintenance Fund Equipment line item, in the amount of \$125,000. This funding and expenditure is necessary to provide for the purchase of equipment which was 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:

Theresa Cullen, Assistant City Attorney

First Reading: August 31, 2021

Second Reading: September 14, 2021

ATTACHMENT A
BUDGET FUND TRANSFER

**TOWN OF HORIZON CITY
2021 BUDGET AMENDMENT 02
STREET MAINTENANCE FUND
EXHIBIT A**

Line No.	Description	Amount
	<u>Tax Increment Reinvestment Zone (TIRZ)</u>	
1	Pro-Patch Asphalt Pothole Patcher	122,447.00
2	Miscellaneous	2,553.00
3	Total Proposed	<u>125,000.00</u>
	<u>To Account</u>	
4	06-507-6020 Equipment	125,000.00
	<u>From Account</u>	
5	06-507-6340 Construction Contracted	125,000.00

**FY 2021 - FY 2022 ADMINISTRATIVE COST AGREEMENT FOR THE
FAR WEST TEXAS WATER PLAN**

This Agreement ("the Agreement") is entered into on the date specified below between the **RIO GRANDE COUNCIL OF GOVERNMENTS** ("the COG"), acting as agent for the **FAR WEST TEXAS WATER PLANNING GROUP** ("the Planning Group"), and Town of Horizon City, (Town of Horizon City), all entities created by the laws of the State of Texas ("the parties").

RECITALS:

- A. The 75th Legislature of the State of Texas mandated regional water planning under the direction of the Texas Water Development Board ("the TWDB") in an Act known as Senate Bill 1 and required that the regional plans be updated every five years.
- B. The Planning Group is charged with providing a comprehensive regional water plan ("the water plan") for Brewster, Culberson, El Paso, Hudspeth, Jeff Davis, Presidio, and Terrell counties, Texas, which was designated by the TWDB as Planning Area E ("the Planning Area").
- C. The rules of the TWDB currently require that 100% of the administrative costs of developing the water plan ("the administrative costs") will be met with voluntary contributions from entities and individuals in the Planning Area.
- D. The Planning Group, the COG, and Town of Horizon City have agreed to cooperate in funding a portion of the administrative costs for fiscal year 2021 ("FY 2021", October 1, 2020 through September 30, 2021) and fiscal year 2022 ("FY 2022", October 1, 2021 through September 30, 2022).

AGREEMENT:

Now, therefore, in connection with and as a result of the foregoing, and for and in consideration of the mutual covenants and agreements contained in the Agreement, the parties contract and evidence their agreement as follows:

- 1. **Administrative Contribution.** Town of Horizon City will contribute the amount of One Thousand and Six-Hundred and Twenty-One Dollars and Eight-Three Cents (\$1,628.83) in FY 2021 and FY 2022 toward the administrative costs of the water plan ("the payment"). The payment shall be made from the current revenues of Town of Horizon City and does not constitute a commitment of future revenues.
- 2. **Administrative Agent.** Town of Horizon City agrees that the COG will act as the administrative agent for the Planning Group to accept, hold, and distribute the payment. Payment should be made payable to Rio Grande Council of Governments.
- 3. **Independent Contractors.** The parties agree that all of the consultants of the Planning Group and all of their employees are independent contractors and not employees of any party to the Agreement.

FY 2021 – FY 2022 ADMINISTRATIVE COST AGREEMENT

Page 2 of 3

4. **Change in Cost or Funding of the Administrative Costs.** The COG and the Planning Group presently estimate that the administrative costs for FY 2021 and FY 2022 will be \$60,604. In the event that the administrative costs are less than these amounts, a pro rata portion of the payment by Town of Horizon City will be refunded to Town of Horizon City promptly. In the event that the legislature of the State of Texas (or the TWDB) decides to fund any portion of the administrative costs, Town of Horizon City's pro rata portion of the excess will be refunded Town of Horizon City promptly. In the event that the administrative costs exceed \$60,604 in FY 2021 or FY 2022, Town of Horizon City will owe no portion of the deficiency unless the parties may subsequently agree.
5. **Entire Agreement and Subsequent Agreements.** The Agreement contains the entire agreement between the parties and supersedes any prior understandings or agreements. No amendment, modification, alteration, or extension of the terms of the Agreement shall be binding unless the change or amendment is in writing, dated subsequent to the date the Agreement was executed, and duly executed by the parties.
6. **Illegality or Unenforceability.** In case anyone or more of the provisions contained in the Agreement shall, for any reason, be held to be invalid in any respect, then and in that event all remaining provisions of the Agreement shall continue in full force and effect the same as if such invalidity had never been contained in the Agreement.
7. **Notices.** Any and all notices required by the Agreement or desired to be given by any party shall be given personally or by certified, registered, or express mail, or by commercial courier service, sent to the party entitled to the notice at the address set forth below that party's signature to the Agreement unless the party shall have notified the other in a similar manner of a change of address.
8. **Term.** This Agreement shall take effect on January 1, 2021 (regardless of the date executed) and terminate on September 20, 2021. This Agreement shall automatically renew on October 1, 2021, unless either of the Parties gives thirty (30) days' written notice of its intent not to renew. The renewal term, if any, will terminate on September 30, 2022.

FY 2021 – FY 2022 ADMINISTRATIVE COST AGREEMENT

Page 3 of 3

IN WITNESS WHEREOF, the parties execute this Agreement as follows.

RIO GRANDE COUNCIL OF GOVERNMENTS

By: Annette Gutierrez, Executive Director
8037 Lockheed Drive, Suite 100
El Paso, Texas 79925
Date:

Town of Horizon City

By: The Honorable Ruben Mendoza
Mayor, Town of Horizon City

Town of Horizon City
14999 Darrington Road
Horizon City, TX 79928

Date:

APPROVED AS TO FORM ONLY



Date: Wednesday, August 18, 2021

INVOICE

8037 Lockheed, Suite 100
El Paso, Texas 79925
Phone 915-533-0998 Fax 915-532-9385

Invoice # 102
For: Far West Texas Water Planning Group
FY2020 Administrative Cost Share

Bill To:

Town of Horizon City
14999 Darrington Road
Horizon City, TX 79928

DESCRIPTION	AMOUNT
FY2021 Administrative Cost Share for the Far West Texas Water Planning Group	\$1,628.83
TOTAL	\$1,628.83

Make all checks payable to **Rio Grande Council of Governments** and note "FY2021 Administrative Cost Share" on check.

Please provide check within 30 days.

THANK YOU!



Annette Gutierrez – Executive Director
8037 Lockheed, Ste. 100
El Paso, Texas 79925

Phone: (915) 533-0998
Fax (915) 532-9385
www.riocog.org

Wednesday, August 18, 2021

The Honorable Ruben Mendoza
Mayor
Town of Horizon City
14999 Darrington Road
Horizon City, TX 79928

RE: FY 21 Administrative Cost Share for Regional Water Planning

Dear Mayor Mendoza:

Thank you for your past support of regional water planning. Your willingness to shoulder a portion of the administrative costs associated with the planning effort enables the members of the Far West Texas Water Planning Group to continue to work on everyone’s behalf to carry out the state’s mandate to plan for the future of the region’s water resources. I apologize for the delay in sending out the agreement and invoice.

The proposed FY 21 Administrative Cost Share agreement for the water planning group members and the Rio Grande Council of Governments for the provision of administrative services to the Far West Texas Water Planning Group is attached for your review. Your entity’s proposed pro rata share per year for FY21 is \$1,628.83.

If you have any questions about the water planning process or the proposed cost-sharing agreements, please contact me annetteg@riocog.org or at 915-533-0998, ext. 114.

Best Regards,

Annette Gutierrez
Executive Director

cc: Ms. Pat Rendleel, Finance Director



AGREEMENT
TOWN OF HORIZON CITY
AND HORIZON CITY POLICE OFFICER'S ASSOCIATION
AGREEMENT TIME PERIOD
OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2024

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PREAMBLE

The following Agreement by and between the Town of Horizon City, Texas, hereinafter referred to as the City and Horizon City Police Officers Association, hereinafter referred to as the Association, is recorded in accordance with the Fire and Police Employee Relations Act of the State of Texas. The City and the Association agree that the efficient and uninterrupted performance of the municipal police function is a primary purpose of this Agreement, as well as the establishment of fair and reasonable compensation and working conditions for the Police Officers of the City. The Agreement has been reached through the process of collective bargaining with the City and its Police Officers. The Agreement therefore, is intended to be, in all respects, in the public interest.

ARTICLE I
DURATION

This agreement will be effective as of the 1st day of October, 2021, and shall remain in full force and effect until the 30th of September 2024, or until such time as a successor agreement is reached, whichever is later.

ARTICLE II
DEFINITIONS

1. "Agreement" refers to this Collective Bargaining Agreement negotiated between the TOWN OF HORIZON CITY and the ASSOCIATION;
2. " Association" means the Horizon City Police Officers' Association.
3. "Association's Grievance Committee" means the grievance committee established by the by-laws of the Association.
4. "Bargaining Agent" refers to the duly recognized ASSOCIATION and the designated sole and exclusive bargaining agent, which for this contract is the COMBINED LAW ENFORCEMENT ASSOCIATIONS OF TEXAS, hereinafter referred to as CLEAT.
5. "Base Pay" means the rate of pay set out in Section 2 and section 3 of the Wages and Compensation Article of this Agreement and does not include any other incentive pay programs (i.e., longevity, certificate, or shift differential pay).
6. "Budget" (Fiscal) Year - refers to a CITY's fiscal year commencing on October 1 and ending on September 30 of the subsequent year.
7. "Calendar Year" refers to a year beginning on January 1 and ending on December 31 of that year.
8. "Chief" means the Chief of Police of the Town of Horizon City, Texas.
9. "City Personnel Policy or Policies" - refers to the Town of Horizon City Personnel manual, and Horizon City Police Procedure Manual as they may be amended.
10. "City" means the TOWN OF HORIZON CITY, TEXAS.
11. "Effective Date" refers to the date established as the effective date or on which the terms and conditions of the Agreement are formally adopted and approved by both the ASSOCIATION and the TOWN OF HORIZON CITY, TEXAS , whichever is later
12. "Employee" means any sworn police officer employed in the Police Department of the City, with the exception of the Chief of Police.
13. "Employer" means the TOWN OF HORIZON CITY, TEXAS.
14. "FLSA" refers to the Fair Labor Standard Act, as amended.
15. "Gender"- Reference to the male gender throughout this Agreement shall have equal force and include reference to the female gender.
16. "Grievance" for purposes of this Agreement is defined as any dispute, claim, or complaint involving the interpretation, application or alleged violation of a provision or provisions of this Agreement, as raised by the Grievance procedures in this Agreement.

17. "Holiday" shall refer only to City recognized holidays, such holiday to begin at 12 o'clock a.m. and end at 11:59 p.m. on the specified day.
18. "Management" means any person acting on behalf of the City in the administration of this Agreement.
19. "Officer" means any sworn Police Officer of the City with the exception of the Chief of Police.
20. "On-call" shall mean a period of time when the employee is not actually performing work but is required to be accessible by telephone or paging device or otherwise leave information as to where he can be reached while on call and to be able to return to his duty station when called upon. The employee is allowed to effectively use his time for his own purposes; however, Chief may establish rules governing the use of alcohol or participation in certain activities that relate to the employee's ability to respond and perform the requested work. The Chief shall establish a procedure by which employees are placed on-call and such practice shall not be for less than a full week, except with the consent of the employee. The receipt of a call to return to duty or being generally subject to receiving a call to return to duty does not constitute being on-call.
21. "Paid Time Off" refers to any time period for which an employee is entitled to receive pay without actually being at work for that time period.
22. "Parties" refers to the TOWN OF HORIZON CITY and the ASSOCIATION jointly.
23. "Probationary Officer" means a newly hired Police Officer during the first twelve (12) months of employment during which time the Police Officer has no right to the grievance (appeal) procedures provided in Article IX.
24. "Promotion" means advancement from a lower rank to a higher rank within the Department.
25. "Seniority" means the total years of service with the town of HORIZON CITY POLICE DEPARTMENT serving in a law enforcement capacity.
26. "Strike" means, whether done in concert or individually, a failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment (including, but not limited to, "slowdowns", "sickouts", and the intentional failure to make arrests), for the purpose of inducing, influencing, or coercing a change in the conditions, compensation, rights, privileges, or obligations of employment.
27. "TCOLE" shall refer to the Texas Commission on Law Enforcement or any successor agency.

ARTICLE III
ASSOCIATION RECOGNITION, RIGHTS AND DUTIES

SECTION 1 Recognition

The City recognizes the Association as the sole and exclusive collective bargaining agent for the unit consisting of all sworn Texas Peace Officers, except the Chief of Police. The Association recognizes the Combined Law Enforcement Associations of Texas as the sole and exclusive bargaining agent for the Association.

SECTION 2 Payroll Deductions

- A. The City shall deduct monthly Association dues from each individual member who has voluntarily authorized Association dues deductions.
- B. Any individual member of the bargaining unit wishing to voluntarily withdraw his authorization for Association dues deduction must personally sign the appropriate form as required by the City.
- C. The City shall notify the Association in writing of any member who revokes or adds his authorization for any deduction herein within thirty (30) calendar days from the revocation or addition of the deduction.
- D. The amount of the deductions shall be set forth in any deduction authorized by individual members or letters of request signed by the President of the Association. Any deductions as set forth herein already previously authorized by a member shall be automatically increased by the City upon any letter signed by the President of the Association and stating that such increase has been approved consistent with the Constitution and By-Laws of the Association.
- E. All amounts deducted pursuant to this article shall be paid to the legally designated representative of the Association in accordance with reasonable procedures established by the City.
- F. The City agrees to separate CLEAT dues from the members and send such dues to the CLEAT Office in Austin, Texas.
- G. The Association will defend, save, hold harmless and indemnify the City from any and all claims, demands, suits or any other form of liability which may arise out of the execution, placing into effect or carrying out the terms of this Section.

SECTION 3 Conducting Association Business

- A. The Association President or CLEAT Representative shall be permitted to speak to officers within the unit about Association or CLEAT related business at shift meetings with advance scheduling with the chief. Such association business will be kept brief as to not interfere with the functions of the Police Department.
- B. The Chief of Police and the Association President agree to adjust hours of work for the Association President and three (3) other members of the association to attend the CLEAT Convention and two (2) CLEAT related training seminars within the calendar year. In the

event the Association President cannot attend any of the functions he may choose another member of the Association to attend in his place. All cost of the members attending such functions will be paid by the Association. The ability to adjust the work schedule will be contingent upon the needs of the Police Department but said requests for schedule adjustments shall not be unreasonably denied. Provided however, that any attendance by any member of the Association shall be on off-duty time.

- C. The Association may provide at its own expense one (1) bulletin board at the police station. The bulletin board shall be located in a conspicuous location by mutual agreement of the Association President and Chief of Police. The board may be used for the following notices.
1. Association Meetings.
 2. Association Elections.
 3. Reports of the Association Committees.
 4. Rulings, information, or policies of the State or National Associations.
 5. Legislative Enactments and Judicial Decisions Affecting Public Employee Labor Relations.
 6. Notices or announcements pertaining to the political activities of the Association. No political signs for a particular candidate shall be placed on the bulletin board.
 7. No posting shall be sexually or racially objectionable or offensive. Such determination on the sexual or racial nature shall be made by the chief.

SECTION 4. NON-DISCRIMINATION

The Association shall not engage in the following practices:

- A. interfere with, restrain or coerce employees in the exercise of rights granted in this Agreement;
- B. Cause or attempt to cause the City to discriminate against any employee in hiring, tenure, training, or other terms or conditions of employment because of the employee's membership or lack of membership in any labor organization.
- C. Cause or attempt to cause the City to discharge or discriminate against any employee because has given information or testimony alleging a violation of this Agreement, any law of the United States or the State of Texas, the City Charter, or the Rules and Regulations of the Department; and
- D. Discriminate against any employee in the application or interpretation of the provisions of this Agreement on the basis of the employee' s Association membership or non-membership.

ARTICLE IV
MANAGEMENT RIGHTS

SECTION 1

The Association recognizes the prerogative of the City to operate and manage its affairs in all respects, including the provision of competent and efficient service to the citizens of the Town of Horizon City.

SECTION 2

The Association agrees that the City shall maintain and be vested with all of its rights, powers, and authority to operate and manage the Department and its work force, without limitation, subject to applicable federal and state statutes and local ordinances, resolutions and rules, unless specifically limited by this Agreement. These rights include, but are not limited to: the right to hire, demote, suspend, discharge lay off, promote, assign or transfer employees to any job or any work; to increase or decrease the work force; to determine the number and size of the work shifts; to grant paid and unpaid leaves of absence for any reasons; to determine the number of and assign employees to any work or duties; to determine and re-determine the hours of work per day or week; to make and enforce work rules for the purpose of efficiency, safe practice, discipline or any other reason; to establish performance standards and to review employees under these standards; to determine the equipment to be used; to make technological changes; to eliminate work; to require overtime work pursuant to federal and state law; to establish, modify and enforce rules and regulations.

The rights and powers of management mentioned in this section do not list all such powers, and the rights listed, together with all other rights, powers and prerogatives of the City, not specifically ceded in this Agreement, remain vested exclusively in the city as employer. If this agreement does not, by its terms, specifically restrict management, then management retains power over the matter in question.

ARTICLE V

NO STRIKE CLAUSE

The Association shall not cause, counsel, or permit its members to strike, slow down, disrupt, impede or otherwise impair the normal functions of the Department; nor to refuse to cross any picket line by whomever established, where such refusal would interfere with or impede the performance of the employee's duties as an employee of the City, in accordance with Texas Local Government Code 174.101 et seq.

ARTICLE VI

MANAGEMENT DUTIES TO THE ASSOCIATION

SECTION 1

The City shall provide the following materials to every employee

- A. A copy of special orders, general orders, training bulletins, and rules and regulations;
- B. A copy of this Agreement in either paper copy or any electronic format.

SECTION 2 Prohibited Practices

The City shall not engage in the following practices:

- A. Dominate, interfere, or assist in the formation or administration of the Association or any competing employee organization; or contribute any financial support to any such organization. This practice shall include any assistance either direct or indirect, to another labor organization that can possibly be certified under Section 174.104, of the Texas Local Government Code as an exclusive bargaining representative.
- B. Encourage or discourage membership in any police or police labor organizations by discriminating in hiring, tenure, training, or other terms or conditions of employment.
- C. Discharge, discipline or discriminate against any employee because he has filed an affidavit, petition, grievance, or complaint; or given any information or testimony alleging violations of this Agreement; or because he/she has formed, joined, or chosen to be represented by any police or police labor organization.
- D. Make or permit any agreement, understanding, or contract with a member of the bargaining unit, which in any manner circumvents, alters amends, modifies, or contradicts any provision of this agreement.
- E. Discriminate against any employee in the application or interpretation of the provisions of this Agreement on the basis of the employee' s Association membership or non-membership.

SECTION 3

The City recognizes its responsibility to a reasonable, fair, and consistent interpretation and application of Department Rules and Regulations, Special Directives, and Administrative Orders which govern the conduct of employees on the job.

SECTION 4

Any alleged violations of this Article shall be raised and submitted for resolution through the Grievance Procedure, Article X.

ARTICLE VII

MAINTENANCE OF STANDARDS AND BENEFITS

SECTION 1

All standards, privileges, rights and benefits, presently enjoyed by the employees of the Town of Horizon City at the effective date of this Agreement, which are not included in this Agreement, shall be extended to the members of the Association for the duration of the Agreement except items which are excluded herein.

SECTION 2

The parties agree that the City will provide health insurance to employees and employees will accept the health insurance that is provided for all non-police employees of the Town of Horizon City. It is understood that the City has the right to periodically reevaluate the benefits provided and make changes. Before the City makes such changes, the Association will be notified. At such time as the receives City written notice of the proposed rates for the next coming year, the City will within one business day give a copy of the written notice to the President of the Association. The President or his designee will be included in the City's discussions relating to the decision to accept the new rates or to seek quotes for different health insurance coverage. If the City decides to seek quotes for different health insurance coverage, the President or his designee will be included the discussions relating to the decision and the type of coverage to be obtained and will be kept informed as to each step of the process of obtaining the new health insurance. The City agrees to provide suitable health care insurance for its employees.

SECTION 3

The parties agree that the City may provide a defined contribution plan, such as a Texas Municipal Retirement System plan, for employees and employees will accept such defined contribution plan under the same terms and conditions as it is provided for all non-police employees of the Town of Horizon City, as approved by the City Council. Any revisions to the defined contribution plan as in effect on the effective date of this Agreement excluding elimination of the plan, will automatically apply to the employees upon the effective date of the plan as approved by the City Council.

SECTION 4

The provisions of the travel policy applicable to all officers and employees of the City, as approved or amended by the City Council, will apply to the employees. Any revisions made to the travel policy shall automatically apply to the employees upon the effective date of the change as approved by the City Council.

ARTICLE VIII

INTERNAL ADMINISTRATIVE INVESTIGATIONS

SECTION 1

To insure those internal administrative investigations are conducted in a manner conducive to good order and discipline, while observing and protecting the individual rights of each officer on the force, the following procedures shall apply:

1. The Chief of Police, or Assistant Chief of Police if so designated, shall cause an investigation to be conducted of all written complaints, unless a complaint is determined to be unfounded.
2. As is provided in state law, a written complaint is a complaint that is in writing and signed by the person making the complaint or initiating a formal administrative investigation. A copy of the written complaint shall be given to the employee within a reasonable time after the complaint is filed. A formal administrative investigation complaint will be generated on a Department created form that purpose, and the use of other Departmental documentary systems, to include but not be limited to supervisory logs and notes, which may be used for documenting or otherwise noting information relating an employee's work, conduct and behavior, shall not constitute a written complaint.
3. Interviews conducted by the Department during the investigation of a written complaint shall be conducted in accordance with the following rules:
 - A. The interview of any officer shall be at a reasonable hour, preferably when the officer is on duty or during the daylight hours, unless the exigencies of the investigation dictate otherwise.
 - B. The interview shall take place at a location designated by the Chief.
 - C. The officer shall be informed of the nature of the investigation before any interview commences. If it is known that the officer is being interviewed as a witness only, the officer shall be so informed.
 - D. During an investigation of a critical incident, to include but not limited to an officer-involved shooting and/or in-custody death, an officer shall not be compelled to participate in a "walk- through" investigation without their legal counsel being present. The parties agree that a "walk- through" is defined as an investigative tool where the investigators and/or supervisors request the officer to re-trace his actions in the critical incident while being questioned concerning his observations and actions in the incident. Such "walk-through" shall not be videotaped. Sufficient information to reasonably apprise the officer of any allegations shall also be provided to him prior to or during the "walk-through."
 - E. The interview shall be completed with reasonable dispatch.
 - F. The officer shall not be subjected to any offensive language, nor shall the officer be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions. Nothing in this Section is to be construed so as to prohibit the investigating officer from informing the officer that the officer's conduct can become the subject of disciplinary action resulting in disciplinary punishment.

- G. If an officer is under arrest or likely to be (that is, if the officer is a suspect or a target of a criminal investigation), the officer shall be given his rights pursuant to the existing law.
- H. Upon request, the officer shall be given an exact copy of any written statement the officer may execute.
- I. The refusal by an officer to answer, pursuant to a direct order, pertinent questions concerning any non-criminal matter may result in disciplinary actions.
- J. Upon the request of either the officer being interviewed or the Chief or other officer conducting the interview, the City shall record the interview. The recording shall commence immediately at the beginning of the interview. There shall be no "off the record" questions. All recesses called during the questioning shall be noted in the record. The officer shall always have a right to a copy of the recording at the officer's expense. The recording shall not be introduced by either party at any appeal hearing (grievance).
- K. The officer shall be allowed to consult the officer's attorney at any time during the investigatory process so long as such consultation does not impede the investigatory process.

SECTION 2

Nothing in this Article will preclude discussions of matters involving an employee's work, conduct and behavior such as requesting the completion of routine reports or providing initial explanatory information regarding an incident or matter before a written complaint may be prepared and signed, giving an employee non-disciplinary verbal counseling, giving additional training or guidance on a procedure or other matter or issue, or issuing a performance report or evaluation. Nothing in this Article will preclude the Department from immediately acting to start an investigation of a serious incident, such as one involving an officer-involved shooting or the death or serious injury of an individual, before the written complaint is prepared and signed.

SECTION 3

A police officer shall not be required to submit to a polygraph examination as part of an administrative or internal investigation, regarding the officer's conduct unless the complainant is first examined by a licensed polygraph examiner. If a police officer is subjected to a polygraph examination, the licensed examiner who administers the examination shall not know the results of the complainant's polygraph examination or the name of the licensed examiner who conducted such examination. Any applicable prohibitions in future statutes concerning the use of the polygraph examinations shall be followed as of the date the law becomes applicable to the unit covered by this Agreement.

ARTICLE IX

DISCIPLINARY GRIEVANCE PROCEDURES

SECTION 1 General Rules, Procedures & Definitions

A. Calculation of Time and Transmittal.

For the purposes of this Article, the term "days" shall mean calendar days, unless otherwise specified. The day of the act, event, or default after which the designated period of time begins to run is not to be included. The last day of the period so computed will be included, unless it is a Saturday, Sunday, or legal holiday, which event the period runs until the end of the next day which is not a Saturday, Sunday, or legal holiday.

B. Disciplinary Grievance is an appeal from a suspension for more than five (5) working days, demotion or termination of an employee conducted through the arbitration process specified in this Article.

C. Contract Grievance is a dispute involving the application, interpretation or enforcement of this Agreement, but not involving the suspension, demotion or termination of an employee conducted through the arbitration process specified in Article X.

D. Payment of Arbitration: The cost of selecting and engaging an arbitrator for any arbitration required by this article shall be split evenly between the parties. Nothing herein prevents the arbitrator from requiring the parties to prepay the costs in advance. Each party shall be responsible for their own costs and expenses incurred during the arbitration process, including but not limited to their attorney's fees.

SECTION 2 Discipline and Disciplinary Grievances

A. City's Authority

The City shall have the authority to demote, reprimand, suspend without pay not to exceed thirty (30) days, or terminate any officer who has completed the probationary period for the causes set forth in the rules and regulations, policies, general and special orders, and directives of the Town of Horizon City Police Department. A Probationary Officer may be discharged at any time during the probationary period for any reasons, but for the record, a full statement of those reasons must be filed with the Human Resources Director within three (3) days of the discharge. Disciplinary action for non-criminal activity shall not be initiated against any employee for a violation which occurred more than 180 days prior to the service of the Notice of Proposed Disciplinary Action or written reprimand upon the employee.

B. Written Reprimands

Officers shall not have the right to appeal or file a grievance regarding a letter of reprimand but may submit a written response to the letter of reprimand for inclusion in their personnel file.

C. Suspensions of Five (5) Working Days or Less

The parties agree that when an officer is suspended with or without pay by the employer for five (5) working days or less, the officer may only proceed as follows:

Vacation Option At the time of receipt of the notice of suspension, the officer may forfeit accrued vacation time or accrued compensatory time equal to the length of the suspension or forfeit for any number of full days combined with the remaining period to remain suspended without pay, to serve the suspension with no break in service for purposes of seniority or promotion. The forfeited vacation time or compensatory time will not constitute hours worked for the purpose of overtime pay. In the event an officer has received a disciplinary suspension within the proceeding 24-month period, the officer may forfeit vacation time or compensatory time only with the employer's written permission.

D. Notice of Proposed Disciplinary Action/Pre-Termination Process

1. Suspension of more than five days or Demotion. When the disciplinary action contemplated is to be a suspension of more than five working days, or a demotion, the affected employee must first be served with a Notice of Proposed Disciplinary Action that shall include the Departmental Rules or Regulations violated, the date, time, and place that the employee violated the rule (s); together with a specific description of the employee's conduct which violated the rule(s). The Notice shall be personally served upon the employee or sent by United States Postal Service, certified mail, return receipt requested to the address he has on file with the Department. The statement shall inform the officer that he has seven (7) days after receipt thereof to request a conference with the Chief of Police. Within five (5) working days of receipt of the employee's request, the Chief or the Assistant Chief if designated by the Chief shall meet with the employee, provided that this period may be extended with the mutual consent of the Chief and the employee. During the conference the employee, their representative and the Chief shall engage in discussions with a view toward reaching a consensus and agreement relative to the proposed disciplinary action. No part of the discussions that take place during the conference may be offered into evidence at any subsequent proceeding, except for the limited purpose of determining compliance or non-compliance with the provisions of this Article and for impeachment purposes.
2. Termination. When the disciplinary action contemplated is to be a termination, the affected employee must first be served with a Notice of Proposed Termination that shall include the Departmental Rules or Regulations violated, the date, time, and place that the employee violated the rule (s); together with a specific description of the employee's conduct which violated the rule(s). The Notice shall be personally served upon the employee or sent by United States Postal Service, certified mail, return receipt requested to the address he has on file with the Department, along with a Notice of Pre-Termination Hearing, at least 24 hours prior to the time set for the hearing.

The Pre-termination Hearing will be conducted by the Chief of Police or the Assistant Chief of Police, if so, designated by the Chief. The employee is entitled to have a representative to assist him in making his response to the Chief or designee. The Chief will consider the response as he deems appropriate in making his final determination on disciplinary action to be taken.

If settlement is discussed during the Pre-termination Hearing, no part of those discussions that take place during the Hearing may be offered into evidence at any subsequent proceeding, except for the limited purpose of determining compliance or non-compliance with the provisions of this Article and for impeachment purposes. In the event such a consensus is reached regarding disciplinary action, the execution by the employee of documents

finalizing the settlement agreement shall constitute a waiver of the employee's right to file a grievance, and the employee shall be so advised in plain language.

3. Representation. In the situations where the representative assisting an employee in a conference or pre-termination hearing is a department employee, the representative shall not participate in this process on City time.
4. Grievance Steps. If a settlement has not been reached and disciplinary action is taken by serving the employee with a Notice of Disciplinary Action, the employee may submit a disciplinary grievance for arbitration pursuant to the procedure set forth in Subsection E of this Section. However, the Association Grievance Committee shall meet to determine whether arbitration is appropriate. If the Association Grievance Committee decides that arbitration is not appropriate, no further action will be taken. The Association Grievance Committee shall make a decision on this matter within (7) days after the receipt of the Notice of Disciplinary Action is delivered to the employee.

E. Notice of Final Disciplinary Action and Arbitration Procedure

1. Disciplinary Action. If a conference was held under Section D 1 and no settlement reached, or upon completion of a Pre-Termination Hearing under Section D 2, and the Chief determines that disciplinary action will be imposed, a Notice of Disciplinary Action shall be made by hand delivery on the employee or by the United States Postal Service, certified mail, return receipt requested, to the employee's address on file with the City. It shall include the departmental rule(s) or regulations violated, the date, time and place that the employee violated the rule(s). Said statement shall inform the employee that he has fourteen (14) days after the receipt thereof to file a written request for arbitration with the City.
2. Disciplinary Grievance: Notice of a request for arbitration of a disciplinary grievance shall be in writing, addressed to the Chief of Police and made by hand delivery on the Chief or by depositing at the United States Postal Service, certified mail, return receipt requested, using the official mailing (contact) address of the Town of Horizon City, as provided on its website, no later than the 14th day after the date the employee receives the written Notice of Final Disciplinary Action.
3. Discovery: Within seven (7) days of service of the employee's Request for Arbitration, the City shall forward a copy of the officer's entire administrative investigatory file of the incident made the subject of the disciplinary action and the employee's administrative investigatory disciplinary history showing the complaints filed against the employee and the dispositions of each case. All other discovery requests must be made by the employee in writing to the City no later than the 21st day before the date scheduled for the arbitration hearing. The City must provide complete responses to the employee's discovery requests within seven (7) days of the service of the request. The City shall have the right to make discovery requests to the employee or his representative no later than the 21st day before the date scheduled for the arbitration hearing. The employee must provide complete responses to the City's discovery request within seven (7) days of the service of the request.
4. Witness Lists and Exhibits: Upon request of a party, the other party will provide a list of witnesses and copies of their numbered and lettered exhibits no later than the seventh (7th) day before the arbitration hearing is to be held.
5. Selection of Arbitrator: All arbitrations shall be heard by an arbitrator which will be selected on a rotating basis from a panel of four (4) or more selected arbitrators. The decision of the arbitrator shall be final and binding upon the employee and the City, subject

to any rights of appeal to a court of law as permitted by law. During the arbitration process parties shall have the right to be represented by an attorney or a representative of their choosing.

The arbitration panel shall have at least four (4) local arbitrators appointed by mutual agreement of the City and the Association. The members of the panel shall serve a one-year term and be subject to reappointment by mutual agreement of the City and the Association. Subject there to, the City and the Association may, at any time remove or add agreed upon members by mutual consent. If there is a vacancy, such as by resignation, death, or agreed upon removal, the City and the Association shall act promptly to select enough new members to ensure that the panel contains not less than four (4) active members. On or before January 1st of each year the parties shall meet and confer in regards to reappointment or replacement of the arbitration panel.

6. Final Hearing: Once the hearing date is established, the legal counsel for the City and the employee may each request one continuance for a period of time not to exceed twenty (20) days. Additionally, the arbitrator may grant other continuances upon a showing of good cause or upon mutual agreement by both the legal counsel for the City and the employee or his representative.

The employee and the City shall be entitled to representation by any person of their choice; cross examination of witnesses; presentation of evidence; authority to compel the production of required papers, documents, evidence and the attendance of employees of the City, which production and attendance shall be commanded by the Mayor or the Chief of Police on behalf of the employee; stenographic or non-stenographic recording of the proceedings and any other procedures needed to ensure a fair and impartial hearing.

All issues of jurisdiction or procedural arbitrability shall be decided by the arbitrator before the final hearing. The parties will make every effort to have all preliminary issues heard by submission.

The City has the burden of proof, by a preponderance of the evidence, to prove that the discipline imposed upon the employee was based on just cause and proper under the circumstances.

7. Decision of the Arbitrator: The Arbitrator shall have the authority to interpret the Agreement, to make conclusions of fact based upon the evidence submitted at the proceeding and to apply the contractual provisions to said facts. The jurisdiction of the arbitrator is limited in that he has no authority to add to, subtract from, amend or otherwise change or in any way modify the provisions of this Agreement. The Arbitrator has the authority to sustain the discipline in whole or in part, reverse the discipline in whole or in part, or alter the discipline notwithstanding the ruling in *City of Waco v. Kelley*, 309 S.W.3d 536 (Tex. 2010). In no circumstances is the arbitrator authorized to impose greater discipline than that originally imposed by the City. In cases of termination in which the Arbitrator imposes a suspension in lieu thereof, such suspension shall not exceed the greatest amount of time authorized to be imposed by the City.

The Arbitrator shall, when mutually requested by the legal counsel for the City and the employee, be required to issue a bench award at the conclusion of the hearing and in such event, no legal briefs will be allowed.

The City shall maintain a personnel file on each employee, which may be used for evidentiary purposes in hearings under this Article.

The decision of the Arbitrator is final and binding upon the employee and the City. If the suspended or terminated employee should be re-instated to his position by order of the Arbitrator, then at the discretion of the Arbitrator, the employee may receive: (a) full compensation at the rate of pay that was provided for his position at the time of his suspension or termination; (b) credit for all PTO lost as a result of the suspension or termination; (c) contributions toward any defined contribution plans lost as a result of the suspension or termination; (d) FMLA credit; (e) seniority; and (f) any and all other relief to which he may show himself justly entitled. If the demoted employee should be re-instated to his former rank by order of the Arbitrator, then at the discretion of the Arbitrator, the employee may receive: (a) compensation for any lost base pay if the employee 's base pay had been reduced for the time that the employee's rank was reduced; (b) seniority; and (c) any and all other relief to which he may show himself justly entitled. Should the City refuse to comply with the arbitration award, the employee shall have the right to proceed to court for purposes of enforcing same and may recover attorney's fees in such an action.

ARTICLE X
CONTRACT GRIEVANCES

The City and the Association agree that the purpose of this grievance procedure is to provide a just and equitable method for resolving disagreements between the parties regarding the interpretation of the provisions of this Agreement, matters involving the interpretation, application, or alleged violation of a specific provision of this Agreement shall be subject to this grievance procedure.

A. STEPS. A contract grievance shall be handled as follows:

Step 1: The Police Officer shall submit the grievance in writing to the Chief within fourteen (14) calendar days of the Police Officer's actual or constructive knowledge of the occurrence or the event causing the problem. The written grievance must state the grievance and the facts upon which it is based, the date the Police Officer became aware of his grievance, the remedy or adjustment sought, the section(s) of the Agreement violated, and it must be signed by the grieving party. After receipt of the grievance, the Chief shall evaluate the grievance and respond to the Police Officer within fourteen (14) calendar days. Nothing in this procedure prohibits the grieving Police Officer from attempting to informally resolve the grievance with his supervisor(s) or the Chief prior to submission of the written grievance, and the Association and the City encourage such actions.

Step 2: If the Police Officer is not satisfied with the response from the Chief, the Police Officer may submit his grievance to the Association Grievance Committee to determine if a grievance exists. The Association Grievance Committee shall meet, render its decision and file the notice required under Step 3 within fourteen (14) calendar days of the Step 1 ruling, if the Association Grievance Committee decides that a grievance exists. The Association, beginning with the Step 3 process, shall represent the aggrieved Police Officer. In the event that the Association Grievance committee decides that no grievance exists, the Association shall notify the Mayor in writing that no grievance exists and there shall be no further action taken under this procedure.

Step 3: If a grievance is believed to exist, it shall be presented in writing to the Mayor. The Mayor or his designee may meet with the grieving Police Officer and the Association representative to discuss and attempt to alleviate said grievance. The Mayor shall submit a written answer to the grievance within ten (10) calendar days of receiving the grievance and advise the chairman of the Association's Grievance Committee and/or the President of the Association of the response in writing.

Step 4: If the grievance has not been settled at Step 3, the Association shall have fourteen (14) calendar days from the date of the Mayor's decision in which to notify the City that it desires to submit the matter to mediation and/or file a request to arbitrate the grievance. Such request shall be submitted in writing to the Mayor or his designated representative. Arbitrators for contract grievances shall be selected from a list of up to 5 arbitrators provided by the American Arbitration Association (AAA) under procedures set out by AAA. However, if the City agrees to a mediation request, the City need not request an arbitrator list from AAA until after the mediation is completed. Notwithstanding this provision, the parties may at any time during the grievance process, mutually agree to submit a matter to non-binding mediation.

B. Time Limits

The parties shall adhere to the time limits as set forth in the procedure. In the event the Police Officer or Association fails to meet the time limits at Step I of the procedure, the grievance shall be considered satisfied, and no further action shall be taken. Failure by the City to meet the time limits at any other Step shall be considered an unsatisfactory response and shall automatically allow the grievance to proceed to the next Step. Failure by the Association to meet the time limits at any other Step shall be a determination that the Association is satisfied with the last decision. Any deadline or time restrictions set out in this Agreement with respect to grievance proceedings may be modified by written agreement of the parties. However, neither party may be compelled to waive its right to insist upon the deadline and time restrictions provided herein.

C. Discovery

All discovery requests must be made by the Association in writing to the City no later than the 21st day before the date scheduled for the hearing. The City must provide complete responses to the Association's discovery requests within seven (7) days of service of the request. Disputes regarding discovery will be resolved by the arbitrator. The City shall have the right to make discovery requests to the Association no later than the 21st day before the date scheduled for the arbitration hearing. The Association must provide complete responses to the City's discovery request within seven (7) days of the service of the request.

D. Witness Lists & Exhibits

Upon request of a party, the other party will provide a list of witnesses and copies of their numbered or lettered exhibits no later than the 7th day before the final hearing of the grievance.

E. Decision of Arbitrator Final

The Arbitrator to whom any grievance shall be submitted in accordance with the provisions of this Article shall have the authority to interpret the Agreement and make conclusions of fact. The decision of the Arbitrator is final and binding upon the Association and the City.

F. Payment of Arbitration and/or Mediation

The cost of selecting and engaging an arbitrator for any arbitration required by this article, or the costs of selecting and engaging a mediator for a mutually agreed upon mediation, shall be split evenly between the parties. Nothing herein prevents the arbitrator or mediator from requiring the parties to prepay cost in advance. Each party shall be responsible for his own cost and expenses incurred during the arbitration or mediation process, including but not limited to their attorney's fee.

ARTICLE XI
SAFETY AND EQUIPMENT

SECTION 1

EQUIPMENT The City shall maintain at all times an adequate quantity of modern, marked and plain vehicles, and other essential equipment in sound working condition to ensure a safe workplace and for each employee to maximize his potential in support of the Department's prime objectives of public safety. Management shall be responsible for the determining of the quantity, quality, and specifications of such equipment.

The City shall provide each employee with a properly fitted bullet proof vest without unreasonable delay subsequent to employment. Vests shall be replaced every five (5) years, or at intervals recommended by the National Institute of Justice.

SECTION 2

CLOTHING AND EQUIPMENT A set of uniforms shall be provided to each employee upon entering the Department. A set shall consist of five (5) short sleeve shirts, five (5) long sleeve shirts, five (5) pair of pants, one (1) set of BDUs, one (1) coat, one (1) pair of boots and one (1) raincoat. Uniformed employees shall be provided with leather gear and other equipment, including handcuffs, flashlight, batteries, etc. Purchasing of said equipment shall be the sole responsibility of the City and at no time shall any employee be allowed to purchase equipment without the permission of the Chief of Police or his designee. The total cost of uniform or equipment replacement shall not exceed four hundred (\$400.00) per year, except in the case of the initial provision of uniforms and equipment for new employees.

The employee will be provided a duty firearm as designated by the Chief of Police.

All of the above clothing and equipment shall be replaced by the City as needed for normal wear and tear. The City may require that worn and damaged equipment be turned in upon replacement.

Employees assigned to non-uniformed duties as their regular duty shall be entitled to receive reimbursement for the ordinary and necessary expenses in obtaining appropriate clothing, leather gear and equipment to be worn on duty in an amount not to exceed eight hundred (\$800.00) per year. All expenditures must be substantiated and the explanation and receipts for such expenditures shall be submitted within sixty (60) days of the expenditure. Employees will submit tax exempt documentation to vendors and make every effort to purchase from vendors who will complete the documentation. However, if unable to consummate the sale as a tax-exempt purchase, they will be reimbursed for the full cost of qualified purchase.

All non-uniformed employees shall comply with the dress code established in the approved Police Manual.

SECTION 3

Ammunition/Gun Qualification In addition, to the ammunition provided by the department for mandatory in-service firearms training, each officer is entitled to 50 rounds of 9mm caliber ammunition per year.

SECTION 4

Ammunition/Gun Qualifications

The City shall supply sufficient rounds of ammunition for Officer' s use in the gun he carries while on duty, in the amount as determined by the Chief.

The City shall provide ammunition for target practice/gun qualification in the amount determined as necessary and appropriate by the Chief for such purposes. The City shall allow officers to qualify with their weapons during on duty hours. The City agrees to purchase industry standard law enforcement ammunition for all department approved weapons.

ARTICLE XII

SENIORITY

SECTION 1

SENIORITY RIGHTS City seniority shall only establish rights within a department pertaining to transfer, promotion, or layoff. Seniority will be a factor in transfers, promotion, or layoffs. In making transfers, promotions, or layoffs, the person having greater seniority, will be given preference when, in the opinion of the Chief, the skills and qualifications of those eligible for the transfer, promotion or layoff are equal.

SECTION 2

TRANSFER OF SENIORITY When an employee transfers from one city department to another city department, he loses all seniority accumulated in the previous department. Such an employee will not lose City seniority. The City shall maintain an up-to-date seniority list. The seniority list shall include City seniority and the employee's most recent date of entry into the department as a regular employee.

ARTICLE XIII
OFF-DUTY EMPLOYMENT

Off-duty employment shall be permitted consistent with the guidelines established by the Chief. Permission or request to work off-duty employment shall not be unreasonably withheld by the Chief.

Employees shall be allowed to utilize the Horizon City Police Uniform and personal equipment in compliance with applicable Police Department policies and procedures.

Employees are advised that they should determine what Workers' Compensation benefits, liability protection, or legal representation is available from their secondary employers.

ARTICLE XIV
PROMOTIONS

SECTION 1

GENERAL The City shall solely determine whether any vacant position in any rank will be filled or eliminated. The promotional process described in Section 2 below shall not be applicable to filling the Assistant Chief's position. The Assistant Chief shall be selected by the Chief and shall serve at the pleasure of the Chief and may be demoted from said position at the Chief's discretion. In such event, such employee shall normally be returned to the position from which the employee was appointed, and such employee's salary shall be in accordance with that position. If the Chief demotes such employee to a position lower than that from which such employee was appointed, such employee retains all rights to file a grievance regarding said demotion in accordance with Article IX. An arbitrator shall have the power or authority to restore such employee to the position from which the employee was appointed, but no higher.

As positions become vacant, notice of the job opening will be posted at the Police Station at least thirty (30) days in advance of the date of the examination. The posting notice shall also identify all materials from which the examination is drawn and the source for all such materials.

SECTION 2

ORAL INTERVIEW PANEL Following the determination regarding which applicants meet the minimum qualifications as stated in the City's job description for the position being filled, the Chief or his designee shall select two (2) individuals who are active law enforcement officers, from outside law enforcement agencies, with a rank equal or higher than the position being filled, who shall conduct an oral interview of the candidates. Additionally, the President of the Association or his designee shall sit on the oral board as the third (3rd) member of the interview panel.

A structured approach shall be utilized in order that the same issues and questions are applied to each candidate and all issues are to be job related. The City, through the Chief, shall provide the questions to be utilized and the issues to be covered. Each interviewer shall rate the candidate on the basis of a scale of one to five, with one being the lowest and five being the highest. During the oral interview, the questions asked shall be used to rate the candidate on appearance, content, communication skills and presentation. The average of the three interviewer's rating shall be used as the oral interview score and a list of the top three candidates will be created and be submitted to the Chief who then shall make a selection from this list of three. Provided however, if more than seven employees participated in the oral interviews, a list of the top five candidates will be created and the Chief shall make a selection from this list of five.

In the event that the Panel unanimously determines that none of the interviewed officers are qualified to be promoted, the Panel may recommend to the Chief that someone from outside the Department be employed to fill the vacancy.

SECTION 3

VOLUNTARY DEMOTION. In the event that an employee requests a voluntary demotion to an open or vacant position, the Chief, upon determining that such employee meets the minimum qualifications as stated in the City's job description for the open or vacant position, may choose to demote and appoint such employee to the position without going through the oral interview process provided in Section 2. Before assuming the new position, such employee shall agree to and sign a waiver of his rights to file a grievance or appeal the demotion.

SECTION 4

PROBATIONARY PERIOD FOR SUPERVISORS. Upon receiving a promotion, the employee shall be on probation for six months. During the probationary period, the Chief may, upon making a determination that the employee is not performing to acceptable standards, demote the employee. In such event, the employee shall normally be returned to the position from which the employee was appointed and the employee's salary shall be in accordance with that position. If the chief demoted the employee to a position lower than that from which the employee was appointed, the employee retains all rights to file a grievance regarding said demotion in accordance with Article IX. An arbitrator shall have the power or authority to restore the employee to the position from which the employee was appointed, but no higher.

ARTICLE XV
DRUG-FREE WORKPLACE

SECTION 1

As required in compliance with the Texas Workers ' Compensation Act and the Federal Drug-Free Workplace Act of 1988, as amended, the City and the Association adopt the following policy for the purpose of elimination of drug abuse in the workplace.

It is the goal of the City to provide a work environment that is free from the use, sale, possession or distribution of controlled substances or illegal drugs, and free from the abusive use of legal drugs or alcohol. The City will take reasonable measures to ensure that employee alcohol and drug use does not jeopardize the safety and health of other employees, the public, the success of the city business or our constituent relationships. Employees are absolutely prohibited from using, selling or transferring any controlled substance or drugs while on city property or while performing services pursuant to their employment with the City. Employees are prohibited from reporting to work or from performing any work for the City while impaired by or under the influence of a controlled substance, drug or alcohol.

SECTION 2

For the purposes of this policy, controlled substances are defined as, but not limited to, illegal drugs, any hallucinogenic substances and any non-prescription depressants or stimulants. For the purposes of this provision, the term "drug" also includes alcoholic beverages, prescriptions and illegal inhalant drugs. This provision does not prohibit the use of prescription drugs when taken as directed by an employee's doctor(s) unless the prescription drug impairs the employee's ability to perform his job duties effectively and safely, nor does it prohibit the moderate use of alcohol at City-sponsored social events or business development functions.

SECTION 3

The City will test for presence of alcohol and illegal drugs when there is reasonable cause (i.e. following a work related injury). As a condition of employment, employees may be required to submit to drug tests under circumstances that include, but are not limited to, the following:

- A. incident to investigations of accidents resulting in bodily injury or property damage ;
- B. where, in the City' s opinion, violations of safety rules or procedures are suspected;
- C. where, in the City' s sole discretion, there is reasonable cause to believe an employee has been engaging in illegal drug use at any time, or working under the influence of alcohol; and
- D. on a periodic basis for employees who return to work after participation in a rehabilitation program.

If there is sufficient cause for an employee to be sent for substance testing, the employee can be removed from the job until the results of the test have been received. Should a test return with positive results, the City reserves the right to discuss the results with the employee. Any employee(s) found to be in violation of this policy will be subject to disciplinary action, up to and including termination of employment.

Refusal by an employee to complete and sign the substance testing form, to provide an adequate amount of breath, body fluids or otherwise refuse to cooperate may subject the employee to further disciplinary action, up to and including termination of employment.

SECTION 4

The City will contract when necessary, with certified laboratories that are required to maintain employee test records in confidence. The laboratory shall disclose information related to the results of the drug test of an individual to the individual, to a Human Resources representative and to the Chief of Police only. An employee subject to testing is entitled, upon written request, to obtain copies of any records pertaining to the employee's use of alcohol and illegal drugs, including any records pertaining to his or her substance tests. The City will promptly provide the records requested by the employee.

An employee may request help for a substance abuse problem before job performance is impacted. The availability of any rehabilitation programs is governed by the terms of the health insurance policy in effect for all employees. Employees who voluntarily apply for participation in a rehabilitation program shall not be subject to discharge provided the employee seeks assistance prior to being tested for the use of substances covered by this policy and before the City has reason to believe the employee has violated the policy.

Due to the nature of the City's operations and variations necessary to accommodate individual situations, the provisions of this policy or of any related policies, practices, or guidelines may not apply to every employee in every situation. The City reserves the right, within the requirements imposed by federal, state or local government, to rescind, modify or deviate from this or any other policy, practice, or guidelines as it considers appropriate in its sole discretion in either individual or citywide situations with or without notice.

A Human Resources representative will schedule substance testing. The employee will be notified by the Human Resources representative when and where to report for testing

If an employee recognizes a substance abuse problem, they should contact their private physician for assistance. The employee may also request assistance through the Human Resources department.

ARTICLE XVI
REIMBURSEMENT FOR LOST OR DAMAGED ITEMS

SECTION 1

An officer may file a written request with the Chief or his designee for reimbursement for items of a personal nature that are lost or damaged as a result of work-related activity. Except in the case of the Officer's incapacity or required travel out of town, the request must be submitted within five days, in writing, after the incident that resulted in the loss/damage, and the request must be accompanied by a clear explanation of the circumstances of the loss, damaged or stolen property.

Reimbursement is limited to \$300.00 per occurrence, except for a firearm, in which case the limit is \$650.00. The replacement item must be purchased within 30 days of the date the original item was lost or damaged and the receipt must be submitted to the City within 10 days of purchase, unless prior approval of the Chief has been obtained for a different time frame for purchase and submission.

SECTION 2

The City may, at its option, replace the item with an item of comparable worth and quality.

SECTION 3

Reasonable proof of value (such as receipt, cancelled check, seller's statement or catalog information), satisfactory to the Chief, must be provided within thirty (30) days after the occurrence and no payment shall be authorized without such proof.

ARTICLE XVII
TRAINING AND CONTINUING EDUCATION

SECTION 1

A training committee shall be established to make recommendations on training and continuing education for officers. The committee shall consist of the Chief of Police, the President of the Association or his designee and the training officer. The committee shall meet as necessary to make recommendation to the Chief as to training. However, all training decisions shall be totally within the discretion of the Chief.

SECTION 2

The City shall make core training courses, as designated by TCOLE, and necessary for the continuation of an officer's certification, available to all officers. All classes that are offered at no charge in the local and surrounding communities shall be exhausted first, before any out-of-town training is approved.

SECTION 3

In addition to the annual in service training mandated by the Texas Commission of Law Enforcement (TCOLE), each officer may attend up to forty (40) hours per year of TCOLE approved training during on duty hours.

ARTICLE XVIII

PERSONNEL FILES AND SEPARATION

SECTION 1 Badge upon Separation

Each Officer who honorably separates from the Department after 20 years of service shall be given his badge at no charge. . An Officer who separates honorably before their 20 years of service shall have the option to buy his/her badge for the sum necessary to replace the badge at then current prices.

SECTION 2

Service Handgun Upon Separation

Upon Retirement, each Officer who retires/honorably from the force shall have the option to purchase their service handgun. For the sum necessary to replace the handgun at then current prices. The service handgun will be purchased by bill of sale to keep a track of serial number by the City.

SECTION 3

Permanent Personnel File

The Human Resources Director shall maintain one permanent personnel file of all employees. Nothing herein shall preclude the Chief from maintaining an administrative investigatory file or other private administrative file. The Personnel file must contain any letter, memorandum, or document relating to:

- A. A commendation, congratulation, or honor bestowed on the employee by a member of the public or by the employing Department for an action, duty, or activity that relates to the person's official duties;
- B. Any misconduct that resulted in disciplinary action by the Department in accordance with this Agreement. The personnel file shall not contain any information relating to any alleged misconduct by the employee if the final resolution of the entire matter was held to be not sustained, unfounded or reversed in its entirety by an Arbitrator. In the event that an Arbitrator reduced the disciplinary action taken, the personnel file shall reflect the Arbitrator's decision. A letter, memorandum, or document relating to the alleged misconduct by the employee may not be placed in the person ' s permanent personnel file if the Department determines that there is insufficient evidence to sustain the charge of misconduct; and
- C. The periodic evaluation of the employee by a supervisor.

A letter, memorandum, or document relating to the alleged misconduct by the employee that is placed in the person' s permanent personnel file as provided herein and did not result in disciplinary charge or hearing shall be removed from the employee's file if:

1. The disciplinary action was taken without just cause; or
2. The charge of misconduct was not supported by sufficient evidence.

The employee is entitled, on request, to a copy of any letter, memorandum, or document placed in his permanent personnel file. The City may charge the employee a reasonable fee not exceed actual cost for

any copies provided under this subsection. Written reprimands shall be removed from an employee's personnel file after two (2) years.

ARTICLE XIX
WAGES AND COMPENSATION

SECTION 1

All wages, monetary supplements, and other monetary benefits are contained in this Article.

SECTION 2

Effective on the first day of each City fiscal year set forth below, the base salaries of all police officers shall be increased by the following percentages, or the percentage of base salary increase paid to the City's non-bargaining unit employees, whichever percentage of salary increase is greater:

Year	Increase (COLA & salary adjustment)	
FY2021-22	\$2.75/hr	
FY2022-23	\$2.50/hr	2.00% (as specified in Section 3 below)
FY2023-24	\$2.50/hr	-

SECTION 3

Upon completion of four years of service in grade an officer other than Probationary, will receive a 2% base salary increase, beginning with the first pay period on after the employee's anniversary date of time in grade.

Probationary Officers will receive a base salary increase in the amount of \$1,000.00 beginning on the date of the first pay period following the officer's completion of the FTO program or six months after their date of hire, whichever comes first.

In the event that the Chief wishes to establish a Commander position as included within Table 1, he shall give thirty days written notice to the Association of the date on which the position will be established. The promotion process set forth in Article XIV shall apply to the Commander position.

SECTION 4

FTO Pay

The City agrees to pay each officer assigned to perform Field Training Officer duties an additional sum of \$1.00 per hour while performing said duties. The Chief shall have the right to establish criteria for selection of officers to be assigned as Field Training Officers. The Chief shall determine the number of Field Training Officers needed and may reduce or increase the number of assignments depending upon the needs of the Department.

SECTION 5

Longevity Pay

- a) Longevity pay in the amount of \$96.00 per year of departmental service, up to a maximum of 25 years, shall be paid on a bi-weekly basis with the officer's regular pay.
- b) It is expressly understood and agreed that this section shall be entitled to preemption including but not limited to the provision of § 141.032 of the Texas Local Government Code.

SECTION 6

Education and Certificate Pay

Effective October 1, 2013 an employee shall be entitled to either Certificate pay or Education pay, at the highest qualifying rate, but shall not be entitled to both. Education pay shall only be payable for degrees or college credit from an accredited college or university. An accredited college or university is an institution of higher education that is accredited or authorized by the Southern Association of Colleges and Schools, the Middle States Association of Colleges and Schools, the New England Association of Schools and Colleges, the North Central Association of Colleges and Schools, the Northwest Association of Schools and Colleges, or the Western Association of Schools and Colleges (Reference: TCOLE Rule 211.1(a)(3), as modified by the Commission from time to time). Employees hired on and after October 1, 2013, will not be eligible for either education or certificate pay until their one-year anniversary date.

It shall be the employee's obligation to notify the Police Chief and provide documentation regarding the certificate(s) and/or degree(s) or amount of college credit held by the employee. The employee shall make such notification within 30 days of obtaining one of the below listed certificates or degrees or upon meeting the required amount of college credit. An employee making such a timely notification shall receive the applicable pay dating from the date the certificate, degree or credit is obtained, or in the case of a new hire on their one-year anniversary date. An employee who fails to make such a timely notification shall receive the applicable pay from the date of notification to the Chief.

- a) Certificate Pay
 - (1) Each employee holding an Intermediate TCOLE Certificate shall be paid one hundred dollars (\$100.00) per month. Each employee holding an Advanced TCOLE Certificate shall be paid one hundred twenty-five dollars (\$125.00) per month. Each officer holding a Master TCOLE Certificate shall be paid one hundred fifty dollars (\$150.00) per month.
- b) Education Incentive Pay
 - (1) Each employee holding an Associate's degree or sixty (60) hours of college credit shall be paid one hundred dollars (\$100.00) per month.
 - (2) Each employee holding a Bachelor's degree shall be paid two hundred dollars (\$200.00) per month.
 - (3) Each employee holding a Master's degree shall be paid three hundred dollars (\$300.00) per month.

SECTION 7

Shift Differential

The Chief may, at his discretion implement 10- or 12- hour shifts. In the event such shifts are implemented, the employees assigned to work the extended hour shifts will be entitled to shift differential pay of one dollar (\$1.00)per hour for only those hours actually worked between the hours of 6:00 pm and 6:00 am.

While working traditional eight 8-hour workdays the following shift differentials will apply:

- a) While working the evening/swing shift, Officers shall be paid a shift differential of one dollar (\$1.00) per hour.
- b) While working the graveyard shift, Officers shall be paid a shift differential of fifty cents (\$.50) per hour.
- c) Overtime is paid based on the shift the officer was assigned to and worked that day.
- d) An Officer working a special shift that overlaps two of the regular shifts shall be paid based on the highest applicable shift differential.
- e) This provision shall apply in lieu of any City policy applicable to shift differential for any other employees.

All holiday pay will only be based upon an eight 8- hour workday, regardless of whether the employee is working a 10- or 12-hour shift. Officers wishing to take time off on an actual holiday will need to supplement this time with an additional 2 or 4 hours paid time off leave or comp time leave or utilize part of the 8 hours each work cycle which must be spent (unpaid) to ensure that the proper number of hours are worked each pay period.

In the event the Chief of Police implements a 10-12 shift schedule, overtime will be calculated according to Section 2 – Overtime (hours paid).

SECTION 8

Animal Services Fee

Recognizing that police officers are sometimes required to act in situations when the El Paso County Sheriff's Animal Control Officers are not available to deal with canines, felines, snakes, arachnids, and other wildlife. The City will pay each police officer the sum of \$200.00 once a year to compensate the officers for transporting, caring for, relocating and in some instances destroying arachnids and snakes. The animal services fee will be paid in one lump sum at the beginning of the calendar year for active police officers hired before January 1st and for a new police officer hired after January 1st the amount will be prorated for the remainder of the calendar year.

SECTION 9

Instructor Pay

An Officer who holds an active Instructor Certificate by the Texas Commission on Law Enforcement (TCOLE) shall be paid a differential of one dollar (1.00) per hour while conducting training approved by the Chief, provided by the Department and on a topic approved by TCOLE.

SECTION 10

Specialized Assignments Pay.

- (A) The Chief may authorize assignment pay for police officers who perform specialized functions in their respective department.
- (B) Officers who are to perform specialized task for the department shall be paid an additional \$75.00 per month.
- (C) All specialized tasks only qualify for one payment of \$75.00 per month.
- (D) If officer is assigned to more than one special task it is still observed as one specialized assignment pay.

1. **Hostage Negotiator:** is a police officer designated by the Chief who is trained by the FBI, EPSO and DPS Teams. The negotiator generally is deployed wherever there may be an armed, barricaded subject and intervenes in crisis situations to minimize the potential for loss of life by attempting to resolve incident using negotiation skills.

2. **Special Traffic Investigations:** Officers assigned these duties receive highly technical training specific to vehicle crash investigations requiring additional skills not normally present with a regular patrol. This designation does not include DDACTS assignments or officers assigned to the traffic enforcement unit.

3. **Strategic Response Team:** is a professionally trained and highly equipped team of officers designated by the Chief prepared to safely manage or assist in potentially hazardous incident, that include but not limited to, the delivery of barricaded subjects, hostage situations, high risk warrant service and suicidal subjects. Officers must qualify by passing a series of rigorous physical test incorporating technical and firearm skills.

4. **Honor Guard:** The Honor Guard serves as a formal ceremonial unit participating in flag-raising ceremonies, parades, memorials, police funerals, as well as providing the Horizon City and Police Department with spirit corps. The Honor Guard member receive specialized training, standardized by U.S. Border Patrol.

On or before the commencement of each fiscal year (October 1), the Chief will designate which officers are eligible to receive Specialized Task Pay for the upcoming fiscal year. The designation will continue through the end of the fiscal year unless an officer becomes disqualified to serve in that capacity because of lapsed certification or training.

SECTION 11

Monthly Paid Compensation

It is expressly understood and agreed that the City reserves the right to prorate and pay all monthly payments in biweekly equivalents.

ARTICLE XX
HOURS OF WORK, OVERTIME AND COURT TIME

SECTION 1

Hours of Work

Employees are normally scheduled to work 40 hours per week as scheduled by the Chief or his designee, but nothing in this Agreement shall constitute a minimum or maximum number of hours of work in any day or week. A meal break and rest break may be taken during the employee's shift in compliance with the Rules and Regulations of the Department.

SECTION 2

Overtime

For the duration of this Agreement, the policy applicable to the computation of overtime and compensatory time shall be as follows: Non-exempt employees, in accordance with the FSLA, are eligible to receive overtime pay or compensatory time in lieu of direct compensation equal to one and one-half (1 ½) times their regular hourly wage for hours worked over forty (40) hours in a work week. Additionally, non-exempt employees are eligible to receive overtime pay of two and one-half (2 ½) times their regular hourly wage for hours worked on a city-designated holiday. The election to receive overtime or compensatory time in lieu of direct compensation for overtime pay is made by the employee each pay period. Overtime is based on hours paid.

At the expiration of this Agreement, the policy applicable to the computation of overtime and compensatory time shall be as provided in the Town of Horizon City Employee Policy Manual or as otherwise further negotiated and agreed to by the parties.

SECTION 3

Court time

- a) An officer who attends court more than one hour before the start of his regularly scheduled shift shall receive a minimum of three (3) hours compensation at time and one half.
- b) If the officer attends court one hour or less before the start of his regularly scheduled shift, the officer shall receive one (1) full hour of compensation at time and one half.
- c) An officer who attends court after his regularly scheduled shift has ended shall receive a minimum of three (3) hours compensation at time and one half.
- (d) If the officer's court assignment begins during his regularly scheduled shift but continues beyond his normal duty hours, the officer will only be entitled to the actual amount of overtime hours worked.

SECTION 4

Miscellaneous

- a) Non-exempt officers who are off-duty and receive notification to return to duty status more than one hour before their regularly scheduled shift or more than thirty minutes after the conclusion of their regularly scheduled shift, shall receive a minimum of three (3) hours of compensation at time and one half.
- b) The City will pay compensation to non-exempt employees for on-call time at the rate of credit for seven (7) hours worked for each week on-call.
- c) The policy regarding Daylight Savings Time be revised so that Officers working the third (3r) shift will be paid 8 hours on the date that Mountain Daylight Savings Time is effective in the Spring of each calendar year, and overtime for one (1) additional hour of work during the date in which the Mountain Standard Time become effective in the Fall of each calendar year.
- d) For the purposes of this Article XX, as of August 2, 2020, the Assistant Chief shall be considered exempt from under FLSA and shall not be eligible for overtime under this Agreement.

ARTICLEXXI

HOLIDAYS, PTO AND BEREAVEMENT LEAVE, AND STRESS MANAGEMENT

SECTION 1

Paid Time Off

Employees should have the opportunity to enjoy time away from the workplace to help balance their lives. Taking some time away from work is essential in maintaining quality performance, job efficiency and health. A designated Paid Time off (PTO) plan that combines traditional time off benefits. Employees may use this for any reason in accordance with the procedures established in this section.

This bank of time does not include the designated holiday schedule. Other time off due to bereavement, military or jury duty is also considered separate from the PTO policy.

PTO must be scheduled in advance, with the supervisor's approval. PTO will not be approved for any day in which the employee is scheduled to appear for court, except to the extent necessary to address illness, medical issues or emergency situations. The only exception to this requirement is an illness or other emergency that you cannot predict in advance. The supervisor will approve the request for non--emergency PTO based on considerations like workflow, operational requirements, business needs and length of service. Officers are accountable and responsible for managing their own PTO hours to allow for adequate reserve to meet paid time off needs.

If the employee is unable to use the full PTO allotment during the year, the employee may be eligible to roll accrued, unused PTO hours into their PTO Bank. The overall maximum number of hours that may be rolled over and carried in the PTO Bank is 1,200 hours.

While the employee' s preference will be accommodated when feasible, there may be times when, due to business considerations, the employee may need to take PTO on days other than preferred ones. The direct supervisor needs approval from the Mayor to payout any accrued, unused PTO not eligible for rollover into the PTO Bank to an active employee.

SECTION 2

Payment of Paid time off Bank (PTO) on Separation

Separation pay for accrued PTO will be paid only to employees with at least six (6) years of actual service who separate in good standing. An employee shall not be considered to have separated in good standing if he is indefinitely suspended or leaves the Department in lieu of termination. The maximum accrued PTO payable will be 1,200 hours.

SECTION 3

PTO Accrual Rates and Carryover

PTO Schedule for Regular Full Time Employees

	Years of Service	Annual Paid Time Off Allotment	Max PTO Leave Bank Carryover Per Year
A	90 days or less	16 hours	No hours allowed except for an employee hired from October 1 st through December 31 st .
B	91 days to 1 year	64 hours	No hours allowed except for an employee hired from July 1 st through September 30 th .
C	1 year	160 hours on an annual basis, proportionally reduced to be allotted from the date of the first anniversary through December 31 st .	80 hours or one half of allotment, whichever is less.
D	2 to 5 years	160 hours	80 hours
E	6 years	168 hours	80 hours
F	7 years	176 hours	80 hours
G	8 years	184 hours	80 hours
H	9 years	192 hours	80 hours
I	10 to 15 years	200 hours	80 hours
J	Over 15 years	240 hours	80 hours

Employees in their first year of employment will be allotted PTO as provided in lines A and B in the above chart, starting on the first day of employment. Any employee hired during the period from October 1st through December 31st may carryover a maximum of 8 hours of PTO of their first year's PTO allotment, and any employee hired during the period from July 15th through September 30th may carry over a maximum of 32 hours of PTO during their first year's PTO allotment.

On the day of their first anniversary of employment, PTO will be allotted as provided in line C in the above chart. Such allotment will be proportionally reduced so as to be an allotment only for the time period beginning on the day of the Employee's first anniversary through December 31st of that year. However, in no event will an Employee receive a proportional allotment of less than 8 hours of PTO.

PTO for employees with two or more years of service will be allotted their PTO as provided in the applicable line from D through J of the above chart on January 15th of each year.

Proportional reduction of an employee's PTO allotment is to reduce the maximum annual PTO allotment based on the difference between a full year and the number of days remaining in the year at the time the allotment is made. By way of example, an employee who is awarded his PTO on a first anniversary date of June 1st, will have his PTO proportionally reduced by 50%, and will be allotted 80 hours of PTO through December 31st.

SECTION 4

Bereavement Leave

- A. Funeral Leave for an Immediate Family Member. When a death occurs in an employee's immediate family, all regular full-time employees may take up to four (4) days off with pay to attend the funeral or make funeral arrangements. The days off must be consecutive and must be taken within one week after the death occurs. The City requires verification of the need for the leave. Immediate family members are defined as an employee's spouse, parents, stepparents, siblings, children, stepchildren, foster children, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchild. Spouse includes a common-law spouse and a person with whom the employee lives in a similar relationship.
- B. Funeral Leave for an Extended Family Member. All regular, full-time employees may take up to two (2) days off with pay to attend the funeral of an extended family member. Extended family members are defined as an employee's stepsiblings and step-grandchildren, an aunt and uncle by consanguinity (blood) or affinity (marriage), and a first cousin, niece, and nephew by consanguinity.
- C. Funeral Leave for other Family or Non-Family Members. All regular, full-time employees may take up to one (1) day off with pay to attend the funeral of a family member not listed above or a close, non-family member. This time off will be considered by the Chief on a case-by-case basis. The City requires verification of the need for the leave. This leave benefit is limited to 2 paid workdays per calendar year per employee.
- D. Additional Time Off. The City understands the deep impact that death can have on an individual or a family therefore additional non-paid time off (or paid-time off from an employee's personal annual allotment) may be granted. The additional time off may be granted depending on the circumstances such as distance and the individual's responsibility for funeral arrangements.

SECTION 5

Holidays

The designated holidays are as follows:

Day*	Date
New Year's Day	January 1
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving	Fourth Thursday in November
Day after Thanksgiving	
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

*=Officers working shifts will be given an additional day off if the holiday falls on his regularly scheduled day off.

Each officer will be entitled to one 8-hour floating holiday per fiscal year. The floating holiday can be taken in coordination with the Officer's supervisor anytime during the year. In the event the Officer is assigned to a 10- or 12-hour shift, the time off over the 8 hours floating holiday must be charged against the Officer's PTO balance. It shall be each Officer's responsibility to schedule and take their floating holiday. If not used, the Floating Holiday will expire at the end of each calendar year and will not be carried over.

If the City provides non-bargaining unit employees with an additional holiday, employees who are members of the bargaining unit shall receive the additional holiday.

An employee must work the scheduled workday before and after a holiday to receive holiday pay unless the absence is due to:

- Personal illness or injury which can be substantiated;
- Approved PTO;
- Jury Duty;
- Family Death ;

Holiday hours have no cash value upon termination. Holiday hours are considered "hours worked" and are therefore included in the calculation of overtime.

SECTION 6

Administrative Leave

Officers may be granted Administrative Leave based on participation in a City or departmental program that awards Administrative Leave to program participants or for any purpose or event authorized by the Chief.

SECTION 7

Stress Management

Both the City and the Association believe that it is to be their mutual benefit to have the stress management services set forth in this Article available to officers when the Chief has determined that such services will benefit the officer and the City.

1. The City will, on an independent contract basis, engage the service of qualified individuals to provide individual counseling services for officers (hereafter designated as an "expert") under the following circumstances and conditions:
2. The Chief may require an officer to participate in individual counseling services provided by the expert as part of a behavioral cause investigation or a post trauma referral.

- a) A behavioral cause investigation is an after the fact referral made when, during the course of an administrative investigation, the Police Chief determines there is a reasonable belief that such exam or assistance is necessary for the continued employment of the officer. The employee shall be given the opportunity to confer with an Association representative prior to an examination ordered under this provision.
- b) A post trauma referral occurs when an officer, in the performance of his duties, has been involved in the shooting of another individual , where the officer has been exposed to any incident or situation where another may have suffered injury or death, or where the officer has been involved in any other situation that the Chief determines to be of such a serious nature such that referral will benefit the officer and/or the Department.

In cases where an officer, in the performance of duties, has been involved in a shooting, the expert and another person of the officer's choice will be immediately notified and allowed immediate access to the officer involved.

3. All conversations between the officer and the expert performing the individual counseling services shall be considered privileged as to the officer. When the expert has concluded that the officer constitutes a clear danger to himself or others, the expert shall immediately notify the Chief of said danger. The expert shall only report to the Chief only compliance or noncompliance with the order to submit to evaluation and/or compliance or noncompliance with treatment of the expert. The expert shall also, at the appropriate time, report to the Chief that either the maximum individual counseling sessions have occurred or that no further participation by the officer is required.
4. The services of the expert shall be designed to provide assistance to the officer, under the circumstances set forth herein, in order to manage problems of stress affecting the ability of the officer to effectively perform the duties of a police officer. It is not the intent of this Article to provide counseling services in areas other than that which directly affect the officer.
5. The costs involved in the evaluation and treatment of any officer who is required to participate in the services shall be paid by the City as follows: The first five individual counseling sessions shall be paid by the City. Upon approval by the Chief, additional individual counseling sessions, not to exceed an additional three (3) sessions, shall be paid by the City.
6. The provisions in this Article shall not be constructed as preventing the Chief from requiring independent evaluation of an officer by an appropriate expert of the Chief's choice under appropriate circumstances and conditions.

ARTICLE XXII
REEMPLOYMENT

A former employee may be considered for reemployment if performance reviews and other performance documentation from the prior period of employment indicate acceptable prior performance, and the applicant meets the requirements of the position for which he or she has applied. Reemployment is not automatic.

A former employee who is reemployed following a break-in-service in excess of 30 days other than an approved leave of absence will be considered a new employee at the time of reemployment and will be on probation for 90 days and subject to disciplinary action including termination in accordance with the provisions in Article II, #22 and Article IX, Section 2A. Any rehired employee who has been separated for 12 months or less will be re-credited with prior service for purposes of PTO and other policies based on service. Rehired employees who have been separated for more than 12 months will not receive credit for prior service.

Re-eligibility for applicable Retirement Plans and or Health and Welfare plans is governed by the specific plan provisions.

ARTICLE XXIII
CLOSING STATEMENTS

SECTION 1

No agreement, understanding, alteration or variation of the Agreement, its term or provisions herein contained shall bind the parties unless made and executed in writing by the parties hereto. The failure of the City or the Employees to insist in any one or more instances, upon performance of any of the terms or conditions of this Agreement, shall not be considered as a waiver or relinquishment of the right of the City or the employees to future performance of any such term or condition, and the obligations of the City and the employees as to such future performance shall continue in full force and effect.

SECTION 2

The parties agree that each has had the full and unrestricted right and opportunity to make, advance, and discuss all matters properly within the province of collective bargaining. The above and foregoing Agreement constitutes the full and complete Agreement of the parties and there are no others, oral or written, except as herein contained.

SECTION 3

If any provision of this Agreement is found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, it being the intention of the parties that no portion of the Agreement or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS COLLECTIVE
BARGAINING AGREEMENT ON THE DATES SET BY THEIR NAMES.

TOWN OF HORIZON CITY

Ruben Mendoza, Mayor

Dated _____

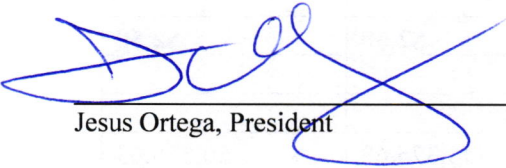
ATTEST:

Elvia Schuller, TRMC, City Clerk

APPROVED AS TO FORM:

Sylvia Borunda Firth
Assistant City Attorney

HORIZON CITY POLICE ASSOCIATION



Jesus Ortega, President

Dated 8/30/21

Abel Labrado, Vice-President

Dated _____

Table 1

**TOWN OF HORIZON CITY AND HORIZON CITY POLICE OFFICERS
ASSOCIATION**

**Base salary schedule as per Article XIX, Section 3
Effective October 1, 2021**

Year	FY2021-22	FY2022-23	FY2023-24
Increase per hour	\$2.75	\$2.50	\$2.50
Probationary	\$ 40,175.63	\$ 45,375.63	\$ 50,575.63
Patrol Officer	\$ 42,731.27	\$ 47,931.27	\$ 53,131.27
*Senior Patrol Officer			
Detective	\$ 43,654.43	\$ 48,854.43	\$ 54,054.43
*Senior Detective			
Corporal	\$ 45,377.33	\$ 50,577.33	\$ 55,777.33
*Senior Corporal			
Sergeant	\$ 48,643.85	\$ 53,843.85	\$ 59,043.85
*Senior Sergeant			
Lieutenant	\$ 53,702.74	\$ 58,902.74	\$ 64,102.74
*Senior Lieutenant			
Commander	\$ 73,711.37	\$ 78,911.37	\$ 84,111.37
Asst. Chief	\$ 93,720.00	\$ 98,920.00	\$ 104,120.00

*Refer to Article XIX, Section 3

MEMO



TO: Honorable Mayor Mendoza and City Council
FROM: Police Chief McConnell
RE: FY2020.2021 Year-End Purchases
DATE: August 24, 2021

Background

We anticipate the public safety police, and public safety dispatching departments to have \$100,000 remaining funds in the FY2020/21 budget. The dollar amount remaining in the budget varies from year to year, depending on circumstances. The residual effects of the pandemic have resulted in several open positions from which we have not found qualified applicants resulting in the remaining funds.

Typically, we have used remaining funds to purchase needed police equipment not previously budgeted. Since this equipment was not previously budgeted and some of the equipment exceeds the Mayor's purchasing authority, we present this request to the city council for consideration and approval.

Request

In accordance with the city purchasing policy, we request the city council approve the police equipment listed in attachment "A".

Attachment A

Description	Cost	Qty	Total	Vendor Name	Bid Status
Motorola APX6000 Portable Radios for new officers	\$4,501.42	4	\$18,005.68	Motorola Solutions	Texas DIR-TSO-4101
Motorcycle with lights & sirens	\$26,142.22	1	\$26,142.22	Barnett Harley-Davidson	Informal Bid
Talon Radar for Motorcycle	\$2,280.13	1	\$2,280.13	Alamo Auto Supply	Within purchasing guidelines
Motorcycle Police Radio	\$6,400.86	1	\$6,400.86	Motorola Solutions	Texas DIR-TSO-4101
Motorcycle Watchguard	\$6,610.00	1	\$6,610.00	Motorola Solutions	Texas DIR-TSO-4163
Helmet Kit	\$1,186.00	1	\$1,186.00	R.T.C. Inc.	Buy Board #604-20
MC Uniforms w/helmet	\$2,429.79	1	\$2,429.79	Bazaar	Within purchasing guidelines
Building for Motorcycle	\$7,786.00	1	\$7,786.00	Tuff Shed	Informal Bid
TOTAL			\$70,840.68		

Billing Address:
 HORIZON CITY POLICE DEPT
 14999 DARRINGTON RD
 HORIZON CITY, TX 79927
 US

Quote Date:08/16/2021
 Expiration Date:11/14/2021
 Quote Created By:
 Mercy Borunda
 mercy@rtcinc.org

End Customer:
 HORIZON CITY POLICE DEPT
 Chief McConnell
 mmconnell@horizoncity.org

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6000 Series	APX6000				
1	H98KGF9PW6BN	APX6000 VHF MHZ MODEL 2.5 PORTABLE	4	\$3,268.00	\$1,960.76	\$7,843.04
1a	G996AU	ADD: PROGRAMMING OVER P25 (OTAP)	4	\$100.00	\$60.00	\$240.00
1b	QA01767AT	ADD: P25 LINK LAYER AUTHENTICATION	4	\$100.00	\$60.00	\$240.00
1c	Q361AR	ADD: P25 9600 BAUD TRUNKING	4	\$300.00	\$180.00	\$720.00
1d	Q58AL	ADD: 3Y ESSENTIAL SERVICE	4	\$121.00	\$121.00	\$484.00
1e	Q498AY	ENH: ASTRO 25 OTAR W/ MULTIKEY	4	\$740.00	\$443.99	\$1,775.96
1f	H38BT	ADD: SMARTZONE OPERATION	4	\$1,200.00	\$719.98	\$2,879.92
1g	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	4	\$515.00	\$308.99	\$1,235.96
1h	Q629AK	ENH: AES ENCRYPTION AND ADP	4	\$475.00	\$284.99	\$1,139.96
2	LSV00Q00202A	DEVICE PROGRAMMING	1	\$320.00	\$320.00	\$320.00
3	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	4	\$157.00	\$96.78	\$387.12



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

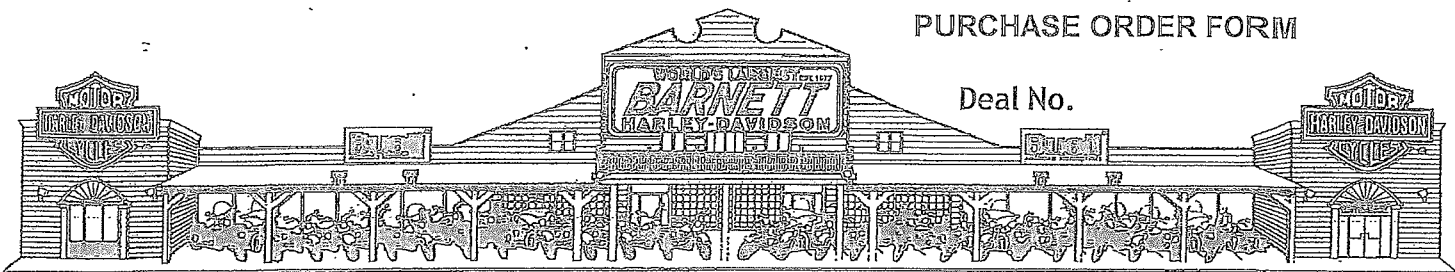
Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
4	RLN6554A	APX WIRELESS RSM W/ DUC US/NA/JP/TW	4	\$300.00	\$184.93	\$739.72

Grand Total**\$18,005.68(USD)****Notes:**

- This quote contains items with approved price exceptions applied against them.
- TX DIR Contract # DIR-TSO-4101
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



8272 Gateway Blvd. E. El Paso, Texas 79907 www.barnettharley.com (915) 592-5804 (800) 736-8173 Fax (915) 591-8889

PURCHASER'S NAME HORIZON CITY POLICE DEPT. (915) 822-1047 **HOME PHONE** 8/16/21
STREET ADDRESS 14999 DARRINGTON Rd. **WORK PHONE** _____ **EMAIL ADDRESS** _____
CITY HORIZON CITY TX **STATE** TX **ZIP CODE** 79928 **COUNTY** _____ **REFERRAL SOURCE** _____

VEHICLE BEING PURCHASED				CASH PRICE OF VEHICLE	
PLEASE ENTER MY ORDER FOR THE FOLLOWING <input checked="" type="checkbox"/> New <input type="checkbox"/> Used				19999 @	
YEAR	MAKE	BODY	MILEAGE	YEAR(S) EXTENDED SERV. CON.	
2021	Harley				
MODEL				INS. CO. PART LABOR	
FLHTP				4812 05	
COLOR				1140 00	
white				(Texas Only) INSPECTION FEE	
SERIAL NO. INCOMING ORDER				7 00	
ENGINE NO.				DOC FEE	
				125 00	
TO BE DELIVERED ON OR ABOUT	SALESMAN	BIG GEORGE		CITY INVENTORY FEE	
				54 17	
USED VEHICLE(S) TRADED IN AND / OR OTHER CREDITS				(NEW YORK ONLY) LIEN FILING FEE (\$5.00)	
YEAR	MAKE	BODY		GAP / DEBT PROTECTION	
MODEL					
SERIAL NO.					
YEAR	MAKE	BODY			
MODEL					
SERIAL NO.					
LIENHOLDER/CITY		PAYOFF QUOTED BY		FIN. BY: SUBTOTAL	
				26142 22	
LIENHOLDER PHONE		PAYOFF GOOD UNTIL		STATE AND LOCAL TAXES TEXAS 6.25%	
				IF TRADE, TAX ON DIFFERENCE N.M. 3%	
USED TRADE-IN ALLOWANCE				LICENSE, LICENSE TRANSFER TEXAS 102.55	
BALANCE OWED ON TRADE-IN				TITLE, REGISTRATION FEE N.M. \$ 58.50	
NET ALLOWANCE ON USED TRADE-IN				TOTAL PRICE OF UNIT	
DEPOSIT OR CREDIT BALANCE				26142 22	
CASH WITH ORDER				TOTAL CREDIT	
TOTAL CREDIT (TRANSFER TO RIGHT COLUMN)				UNPAID CASH BALANCE DUE ON DELIVERY	

Purchaser agrees that this order includes all of the terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes any prior agreement and of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that This order shall not become binding until accepted by the Dealer or his authorized representative. Purchaser by his execution of this Order acknowledges that he has read its terms and conditions and has received a true copy of this Order.

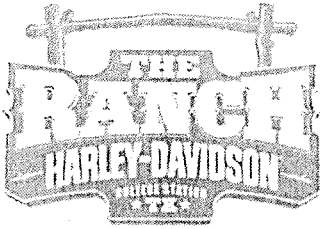
A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATING TO THE CLOSING OF A SALE. A DOCUMENTARY FEE MAY NOT EXCEED \$125. THIS NOTICE IS REQUIRED BY LAW.

UN CARGO DOCUMENTAL NO ES UN CARGO OFICIAL. LA LEY NO EXIGE QUE SE IMPONGA UN CARGO DOCUMENTAL, PERO ESTE PODRIA COBRARSE A LOS COMPRADORES POR EL MANEJO DE LA DOCUMENTACION Y LA PRESTACION DE SERVICIOS EN RELACION CON EL CIERRE DE UNA VENTA. UN CARGO DOCUMENTAL NO PUEDE EXCEDER DE \$125. ESTA NOTIFICACION SE EXIGE POR LEY.

DISCLAIMER OF WARRANTIES

The above-described vehicle sold by Seller is sold as is, without either express or implied warranties of any kind by Seller, including warranties of merchantability or fitness, and Purchaser will bear the entire expense of repairing or correcting any defects that presently exist or that may occur in the vehicle, unless a written warranty by, or service contract with Seller covering the described vehicle is delivered to Purchaser in conjunction with or within 90 days following the time of the sale, but such vehicle or any of its components parts may be subject to warranty by the manufacturer thereof.

PURCHASER'S SIGNATURE _____
ACCEPTED BY: BARNETT HARLEY-DAVIDSON (Dealer) Per [Signature] **DATE** _____



DEAL SHEET

FOR:
HORIZON CITY PD
ERIC DELGADILLO

The Ranch Harley-Davidson
4101 State Hwy 6 South
College Station, TX 77845
(979) 690-1669
www.theranchhd.com

DATE 8/23/2021

Salesperson
Sales Manager K2

Vehicle Information

YEAR 2021
MILEAGE
MAKE HD
DELIVERY DATE

Stock #: INCOMING VIN: INCOMING
MODEL N/U
FLHTP N

Deal #:
COLOR BLACK

Sale Price	\$16,995.00
Discounts	\$0.00
Parts	\$7,488.64
Labor	\$2,875.00
Black Trim/RDRS	\$0.00
Freight	\$650.00
Assembly & Prep	\$1,395.00
Down Payment	\$0.00
Trade In Allowance	\$0.00
Trade Credit	\$0.00
Subtotal	\$29,403.64
Tax (6.25%)	\$0.00
VIT (0.1882%)	\$52.71
Doc Fees	\$125.00
Registration Fees	\$0.00
Total Purchase	\$29,581.35
Balance	\$29,581.35

Trade Information

YEAR	MAKE	MODEL	VIN
MILEAGE	COLOR	PAYOFF AMOUNT	BANK NAME
		\$0.00	

Optional Protections

Prepaid Maintenance	\$3,899
Extended Service Plan	\$1,899
Tire & Wheel Protection	\$1,299
GAP Protection	\$899
Appearance Protection	\$999
Theft Protection	\$899

NOTES

8/23/21
12:25PM

THE RANCH HARLEY-DAVIDSON
Wish List

Page: 1

Created By: HORN, JUSTIN,T

Date Created: 8/23/21

Customer: 39104
HORIZON CITY PD

Phone: _____
Fax: _____
Work: _____
Tax Exempt: N
Tax No.: _____
Ext: _____

Qty	Item/Task	Description	Item Total	Task Labor	Notes
1.00	26800128	KIT,FAN FAIRING, W/M/FD	\$299.95	\$0.00	
1.00	53000712DH	KIT-T-PAK POCE,W/EMER L	\$1,299.00	\$0.00	
1.00	53194-07	T-PAK LOCK KIT (REQ KEY)	\$25.13	\$0.00	
1.00	53196-09	POLICE T-P ADAPTER PLAT	\$109.95	\$0.00	
1.00	57000529	KIT-AIR DEFLECTORS,ADJL	\$119.95	\$0.00	
1.00	57200157	KIT-SHRD,MID-FRAME,CHA	\$89.95	\$0.00	
1.00	65989-97D	BATTERY,17.5 AH/SEALED	\$139.95	\$0.00	
1.00	68000137	KIT-EMERGENCY LIGHT,TO	\$89.37	\$0.00	
2.00	68000170	KIT-MNTG,FOG LT,TOURING	\$54.95	\$0.00	
2.00	68000275	KIT,LTG,SIDE MARKER,BLU	\$335.95	\$0.00	
1.00	68000276	KIT,LTG,EMERGENCY LIGH	\$285.95	\$0.00	
3.00	68000277	KIT,LTG,TOUR PACK EMER,	\$291.95	\$0.00	
1.00	68000279	KIT,LTG,POLICE SPLICE BO	\$49.95	\$0.00	
3.00	68000286	KIT,LTG,TOUR PACK EMER,	\$153.95	\$0.00	
1.00	68000288	KIT,LTG,LIGHT ARRAY	\$899.95	\$0.00	
1.00	68000290	KIT,LTG,PAR36,BLUE	\$269.95	\$0.00	
1.00	69200173	SWITCH,DASH,PANEL,BASE	\$61.49	\$0.00	
1.00	69202388	HARNES,WIRE,TOUR PAC	\$129.81	\$0.00	
1.00	69202610	KIT,HARN,W/RG,PWR IN,PC	\$19.95	\$0.00	
2.00	71400031	SWITCH,BUTTON,SHRT SKI	\$4.97	\$0.00	
1.00	76001039	KIT,INFO,POCE AUD,W/SV/	\$1,168.95	\$0.00	
1.00	90201903	KIT,S-BAG,GUARD RAIL,CH	\$299.95	\$0.00	

45.0 hours @ \$115 per hour labor

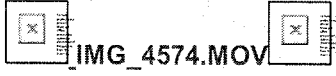
THE TOTALS BELOW ARE BASED ON ESTIMATED PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE

TOTALS:

Estimated Item Total:	7,488.64
Estimated Task Labor:	0.00
Estimated Other Labor:	0.00
Estimated Taxes:	617.81
<u>Total Estimate:</u>	<u>8,106.45</u>

Eric Delgadillo

From: William Rhodes <e-sales@kentscycles.com>
Sent: Thursday, June 17, 2021 11:50 AM
To: Eric Delgadillo
Subject: Abilene Police



Here is a better video, I hope. These bikes have ..Taller Bars..Black Trunk...Extra Battery..Adjustable Levers...HiFlo Exhaust..Engine Tuners..HiFlow Air Cleaners....Engine cooling fans..saddle bag guard rails..along with ION lights...the Price..Complete is \$35027.00(radio and Radar not included)

--

William Rhodes
Sales Manager
Kent's Harley-Davidson, Honda, Suzuki
3106 S Clack
Abilene TX, 79606
325-673-7103



5923 Gateway West
 El Paso, Texas 79925
 915 781-1234
 Fax 915 781-0600
 www.alamoauto.com

Unless otherwise specified
 this quotation is valid for 30
 days from date of issuance.

QUOTE

Page 1 of 1

Sold To:
TOWN OF HORIZON CITY 14999 DARRINGTON RD HORIZON CITY, TX 79927-7348

Ship To:
TOWN OF HORIZON CITY 14999 DARRINGTON RD EL PASO, TX 79928-7441

01EK9074	030
8/23/2021	9:59
8/23/2021 10:00	

Customer#	Contact	Telephone	Sales Representative	Payment Terms
8929	LT. ORTEGA	915-852-1046	Joe Dominguez	Net 30 Days
Purchase Order		Billing Code		Order Source
Special Instructions				

2021 HARLEY DAVIDSON

LN	PART NUMBER	DESCRIPTION	UOM	QTY ORD	PRICE	AMOUNT
1	KUS1670	DIRECTIONAL TALON	EA	1	1,385.00	1,385.00
2	KUS1623	BATTERY HANDLE W/CHARGER	EA	1	243.00	243.00
3	KUS1681	TALON SERIES MOTORCYCLE	EA	1	122.00	122.00
4	KUS1653	TALON SERIES HOLSTER WITH	EA	1	216.00	216.00
5	ZZZLAB085	LABOR INSTALLATION 85.00	EA	3	85.00	255.00
6	999INSPECT	INSPECT INSTALLATION	EA	1	0.00	0.00
7	999NOTIFY	NOTIFY CUSTOMER THEN CANCEL LINE	EA	1	0.00	0.00

Other Charges						Sub Total	2,221.00
Misc	Restock fee	Disposal Fee	Shop Supplies	Freight	Delivery	Total Other	59.13
0.00	0.00	0.00	19.13	40.00	0.00	Sales Tax	0.00
						Total	2,280.13

Billing Address:
 HORIZON CITY POLICE DEPT
 14999 DARRINGTON RD
 HORIZON CITY, TX 79927
 US

Quote Date:08/19/2021
 Expiration Date:11/17/2021
 Quote Created By:
 Mercy Borunda
 mercy@rtcinc.org

End Customer:
 HORIZON CITY POLICE DEPT
 Chief McConnell
 mmcconnell@horizoncity.org

Line #	Item Number	APC	Description	Qty	List Price	Disc %	Sale Price	Ext. Sale Price
	APX™ 6500 / Enh Series		ENHANCEDAPX6500					
1	M25KSS9PW1BN	0527	APX6500 ENHANCED VHF MOBILE	1	\$2,957.00	40.0%	\$1,774.16	\$1,774.16
1a	GA00250AB	0681	ADD: MOTORCYCLE WIFI/GNSS	1	\$100.00	40.0%	\$60.00	\$60.00
1b	W15AJ	0656	ADD:WETHR PROOF HSNG ENCLO BLK APEX	1	\$1,200.00	40.0%	\$719.98	\$719.98
1c	G996AS	0656	ENH: OVER THE AIR PROVISIONING	1	\$100.00	40.0%	\$60.00	\$60.00
1d	G51AU	0527	ENH: SMARTZONE OPERATION APX6500	1	\$1,200.00	40.0%	\$719.98	\$719.98
1e	G78AT	0185	ENH: 3 YEAR ESSENTIAL SVC	1	\$176.00	0.0%	\$176.00	\$176.00
1f	G67DY	0656	ADD: E5 MOTORCYCLE APXM	1	\$400.00	40.0%	\$239.99	\$239.99
1g	G298AS	0656	ENH: ASTRO 25 OTAR W/ MULTIKEY	1	\$740.00	40.0%	\$443.99	\$443.99
1h	B18CS	0656	ADD: AUXILIARY SPKR SPEC MCYCL APX	1	\$60.00	40.0%	\$36.00	\$36.00
1i	G138AD	0656	ADD: APX MOTORCYCLE CH SFWR	1	\$0.00	0.0%	\$0.00	\$0.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	APC	Description	Qty	List Price	Disc %	Sale Price	Ext. Sale Price
1j	G300AB	0656	ADD:1/4 WAVE VHF 162-174MH MTCL	1	\$13.50	40.0%	\$8.10	\$8.10
1k	G843AH	0656	ADD: AES ENCRYPTION AND ADP	1	\$475.00	40.0%	\$284.99	\$284.99
1l	G444AH	0656	ADD: APX CONTROL HEAD SOFTWARE	1	\$0.00	0.0%	\$0.00	\$0.00
1m	G806BL	0681	ENH: ASTRO DIGITAL CAI OP APX	1	\$515.00	40.0%	\$308.99	\$308.99
1n	GA01767AG	0656	ADD: RADIO AUTHENTICATION	1	\$100.00	40.0%	\$60.00	\$60.00
1o	W22BB	0656	ADD: STD PALM MICROPHONE APEX	1	\$72.00	40.0%	\$43.20	\$43.20
1p	GA01670AA	0681	ADD: APX E5 CONTROL HEAD	1	\$652.00	40.0%	\$391.19	\$391.19
1q	G361AH	0656	ENH: P25 TRUNKING SOFTWARE APX	1	\$300.00	40.0%	\$180.00	\$180.00
Product Services								
2	LSV00Q00202A	0461	DEVICE PROGRAMMING	1	\$80.00	0.0%	\$80.00	\$80.00
3	LSV00Q00203A	0461	DEVICE INSTALLATION	1	\$814.29	0.0%	\$814.29	\$814.29

Grand Total
\$6,400.86(USD)
Notes:

- This quote contains items with approved price exceptions applied against them.
- TX DIR Contract # DIR-TSO-4101
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



MOTOROLA SOLUTIONS

Quote For:

Horizon City Police Department

Attn: Mauro Nieto

Reference:

4RE (1 Motorcycle)

Quote By:

WatchGuard Video

Ron Taylor

Date: 08-13-21

Serving Law Enforcement with the Most Compelling, Quality Video Products

WatchGuard Video
 415 E. Exchange
 Allen, TX 75002
 (P) 800-605-6734 (F) 212-383-9661



Prepared For:
 Horizon City Police Department - Attention: Mauro Nieto
 4RE (1 Motorcycle)

QUOTATION - BJI-0185-04

DATE: 08-13-21

PROJECT QUOTATION

We at WatchGuard Video are pleased to quote the following systems for the above referenced project:

Deliverables / Materials / Services	Qty	Unit Price	Amount
4RE Standard DVR with Motorcycle Camera IV-4RE-SS-M--- 4RE Standard DVR Camera System Touch Screen Display Industrial grade 64GB solid state hard drive 32GB USB removable thumb drive Motorcycle camera Internal GPS 1 Yr Hardware Warranty Cabling and your choice of mounting bracket. 4RE Firmware Record-After-the-Fact® (RATF) technology Multiple Resolution Encoding H.264 High Profile Video Compression	1	\$5,295.00	\$5,295.00
Warranty, 4RE, In-Car, 1st Year (Months 1-12)	1	\$0.00	\$0.00
WGW00124			
VISTA HD, WiFi Extended Wearable Camera, with Magnetic Center Mount BW-VWF-11-- VISTA HD, WiFi Extended Wearable Camera, Enhanced ESD Protection Magnetic Center Mount	1	\$995.00	\$995.00
Warranty, VISTA 1st Year (Months 1-12) Included	1	\$0.00	\$0.00
WGW00149-001			

VISTA, USB Charging Base, CE Mark, R2 Kit, incl. Power and USB Cables WGA00537-300-KIT	1	\$95.00	\$95.00
Evidence Library 4 Web 4RE Combo-Discount Device License Key WGP02400-300	1	\$75.00	\$75.00
Evidence Library 4 Web 4RE In-Car Device License Key WGP02400-100	1	\$150.00	\$150.00
Evidence Library CLOUD-SHARE - Basic WGP02418-100	1	\$0.00	\$0.00

Total Price **\$6,610.00**

Notes:

1. This Quote is valid for 90 days from the Quote Date. Pricing may change thereafter.
2. Any sales transaction resulting from this Quote is based on and subject to the applicable Motorola's Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents.
3. Motorola's Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.
4. Payment Terms: Equipment-Net 30 days upon shipment; Installation-Net 30 days upon completion; Services and Subscription Agreements-Net 30 days from receipt of Order.
5. The pricing in this Quote does not include any applicable taxes (e.g. sales/use tax).
6. TEXAS purchasing contracts: DIR-TSO-4163

Quoted by: Ron Taylor - 800-605-6734 - ronald.taylor1@motorolasolutions.com

Motorola Solutions, Inc.
Ron Taylor
Date _____

Re: BJI-0185-04

Agency: Horizon City Police Department
Total Cost: \$6,610.00
Contract Reference: 4RE (1 Motorcycle)

Please be advised that the Horizon City Police Department will purchase the goods and/or services offered in your Quote BJI-0185-04. This constitutes a purchase pursuant to the terms of the specified contract below, including any applicable addenda.

Specified Contract: Master Customer Agreement and attached addenda, signed concurrently herewith.

Agency affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, and acknowledges that pursuant to _____, the funds for this purchase has been authorized. Customer agrees to appropriate funding in accordance with the contract.

Invoices shall be according to the milestone schedule included in the quote and services agreement, should reference 'BJI-0185-04' and be sent to:

Horizon City Police Department
Attn: _____

The equipment will be shipped to the customer at the following address, and the ultimate destination where the equipment will be delivered to the customer is:

Horizon City Police Department
Attn: _____

Sincerely,

Signature: _____

Name: _____

Title: _____

Email: _____

Bazaar Uniforms & Men's Store LLC

Estimate

2430 E Yandell Dr
 El Paso, TX 79903
 TEL (915) 544-7340 FAX (915) 544-7341
 BazaarUniforms.com

Date	Estimate #
8/6/2021	3517

Name / Address
TOWN OF HORIZON CITY 14999 DARRINGTON RD. HORIZON CITY, TX. 79928 ACCOUNTS PAYABLE

			Project
Description	Qty	Rate	Total
SHOEI RJ PLATINUM OPEN FACE HELMET WHITE	1	279.99	279.99T
UM10313 POLY/WOOL MOTOR BREECHES	5	199.99	999.95T
ELBECO UVS172 SS UNDERSHIRTS	5	35.99	179.95T
ELBECO UVS171 LS UNDERSHIRTS	5	39.99	199.95T
FAMMZ MB-2 MEN'S POLICE MOTORCYCLE PATROL LEATHER BOOTS	2	219.99	439.98T
TOURMASTER SYNERGY PRO PLUS 12V HEATED JACKET	1	179.99	179.99T
TOURMASTER HEATED GLOVE LINERS	1	99.99	99.99T
LEATHER GLOVES	1	49.99	49.99T
		0.00%	0.00
		Total	\$2,429.79



TUFF SHED

Quote

Location: El Paso | #410 | 915-598-8833

Scheduled Date:

Factory Location: El Paso | #410 | 915-598-8833

Created Date: 08/06/2021

Prepared by: Ric Corona | rcorona@tuffshed.com

Customer: Eric Delgadillo
p. 915-245-1168 | c. edelgadillo@horizon.org

Special Instructions:

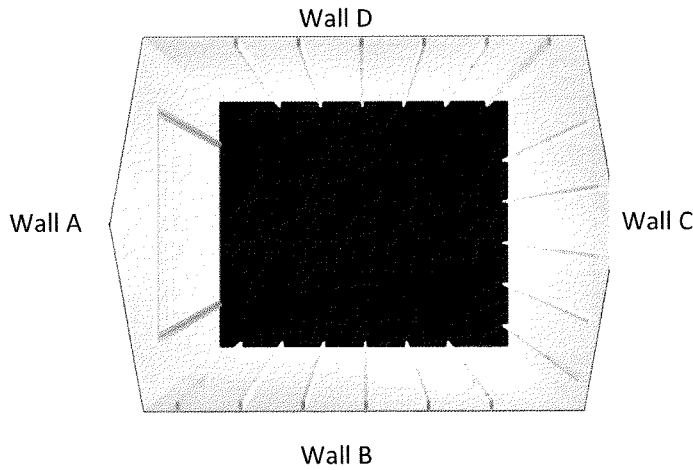
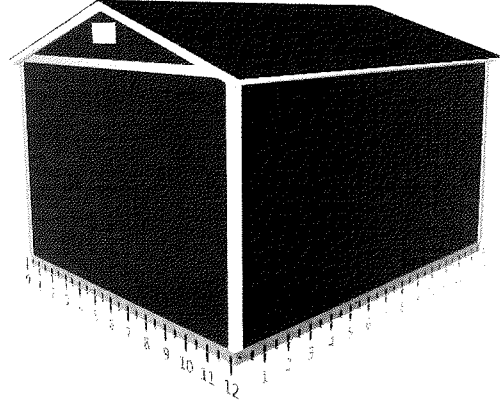
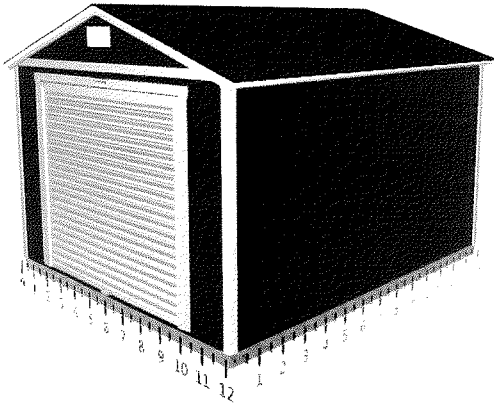
JDE SO
SF Quote Q-1262742

Ship to Address: 14999 Darrington Road
Horizon City, TX 79928

Line Item Description	Sales Price	Quantity	Promo	Add'l Disc	Total Price
Premier Tall Ranch 12 x 14	\$5,975.00	1.00	(\$0.00)	\$0.00	\$5,975.00
Upgrade - 8' x 7' Roll-Up Canister	\$965.00	1.00	(\$0.00)	\$0.00	\$965.00
Paint 10% of building base price	\$598.00	1.00	(\$0.00)	\$0.00	\$598.00
12" OC Joist Spacing	\$2.25	168.00	(\$0.00)	\$0.00	\$378.00
16"x8" Wall Vent - White	\$23.00	2.00	(\$0.00)	\$0.00	\$46.00
Paint - Delicate White	\$0.00	1.00	(\$0.00)	\$0.00	\$0.00
Golden Cedar 3 Tab	\$0.00	192.00	(\$0.00)	\$0.00	\$0.00
Leveling 0"-4"	\$0.00	1.00	(\$0.00)	\$0.00	\$0.00
Paint - Cherokee Red	\$0.00	424.00	(\$0.00)	\$0.00	\$0.00
Credit for Removal of Default Door	(\$275.00)	1.00	(\$0.00)	\$0.00	(\$275.00)
Delivery Fee	\$99.00	1.00	()	\$0.00	\$99.00

Gross Total	\$7,786.00
Discount	(\$0.00)
Net Total	\$7,786.00
Estimated Tax	\$0.00
Grand Total	\$7,786.00

The price quoted is valid through the expiration date of the promotion, but in no case shall be valid longer than seven days. Once an order has been placed, pricing is guaranteed for up to 6 months. If the installation is not completed within 6 months for any reason, Tuff Shed has the right to modify the order pricing. You will be notified regarding any price adjustment prior to installation or incurring any additional charges.



Base Details

Building Size & Style

Premier Tall Ranch - 12' wide by 14' long

Paint Selection

Base: Cherokee Red, Trim: Delicate White

Roof Selection

Golden Cedar 3 Tab

Drip Edge

White

Options Details

Doors

Roll-Up Canister Door (8' x 7'),

Floor and Foundation

168 Sq Ft 12" OC Joist Spacing

Vents

2 Ea 16"x8" Wall Vent - White

Jobsite/Installer Details

Do you plan to insulate this building after Tuff Shed installs it?

No

Is there a power outlet within 100 feet of installation location?

Yes

The building location must be level to properly install the building. How level is the install location?

Within 4" of level

Will there be 18" of unobstructed workspace around the perimeter of all four walls?

Yes

Can the installers park their pickup truck & trailer within approximately 200' of your installation site?

Yes

Substrate Shed will be installed on?

Dirt/Gravel

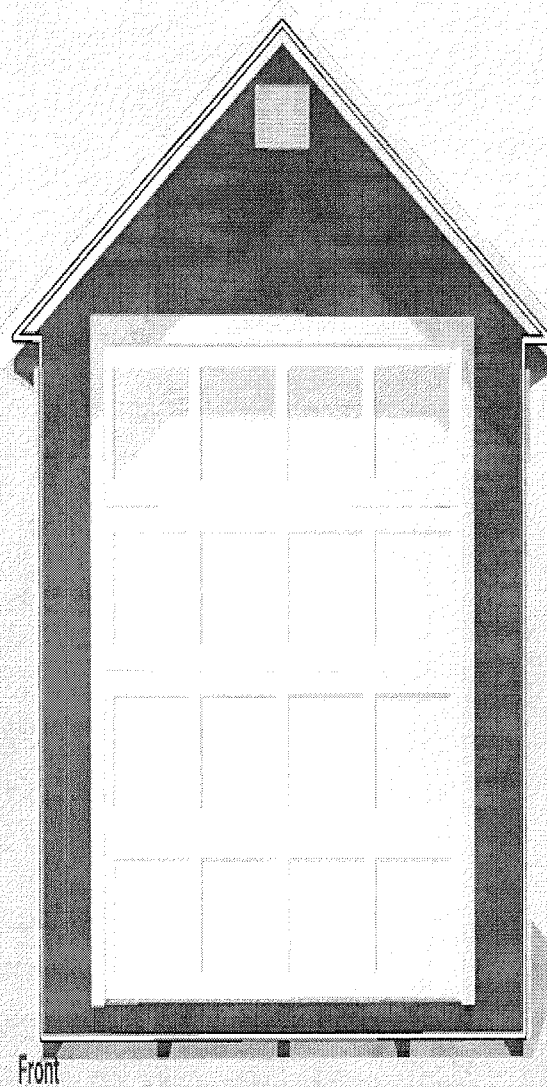
Signature: _____ Date: _____



- View Details
- Submit for Quote
- Save Design
- Sales Login

Questions? Contact us at 1-800-551-4807 or sales@lonestarstructures.com

Estimate: \$9,105.00
(as low as \$421.53/month for 36 months)
(as low as \$364.78/month for 48 months)



Classic Garage - 12x20

IdeaRoom

HOME	LEFT	RIGHT	IN	OUT	UNDO	CLEAR WALL	RESET
------	------	-------	----	-----	------	------------	-------



- View Details
- Submit for Quote
- Save Design
- Sales Login

Your Estimate

Questions? Contact us at 1-800-551-4807 or sales@lonestarstructures.com

Subtotal: \$9,105.00	Estimate: \$9,105.00
Sales Tax (8.25%) \$751.16	(as low as \$421.53/month for 36 months)
Total Estimate: \$9,856.16	(as low as \$364.78/month for 48 months)
Monthly RTO Payment for 36 Months	\$421.53
Monthly RTO Payment for 48 Months	\$364.78

Structure Details

Style: Classic Garage	\$9,105.00
Siding: 3/8" LP SmartSide	Included
Sidewall Height: Standard	Included
Size: 12x20	
Base: Notched 4 x 6 Skids	
Roof Pitch: 5/12 Pitch	
Roof Overhang: 8" Overhang	
Siding Color: Barn Red	
Trim Color: Barn White	
Roof Color: Black	
Roof Material: Shingles	

Doors & Ramps

36" Single Door (6' Height)	Included
Color: Barn Red	

Garage Doors & Ramps

9'x7' Overhead Door	Included
Color: White	

Windows & Accessories

24" x 36" Aluminum Window	Included
Color: White	
Shutters: Vinyl Shutters	Included
Shutters Color: Barn White	
24" x 36" Aluminum Window	Included
Color: White	

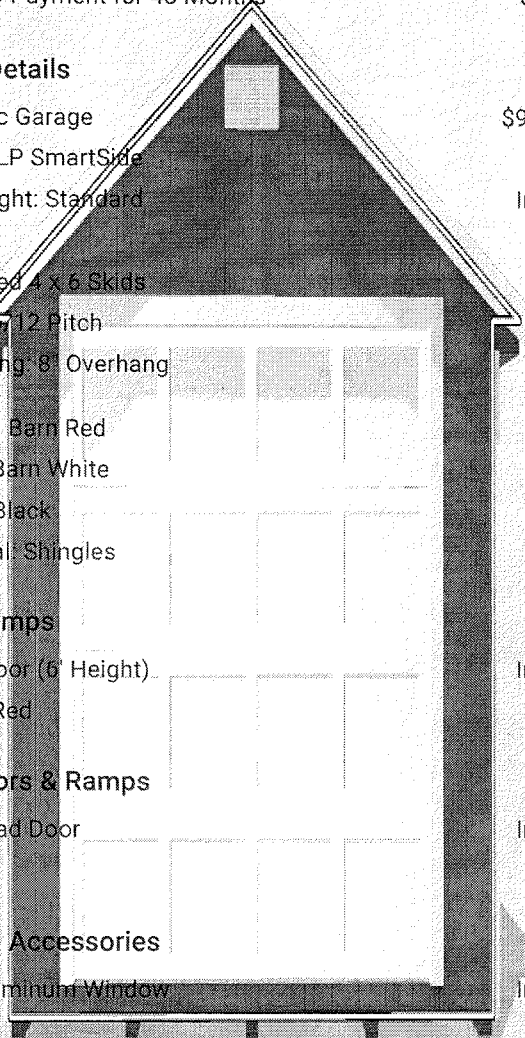
Classic Garage - 12x20

Shutters: Vinyl Shutters Included

Shutters Color: Barn White

HOME LEFT RIGHT IN OUT UNDO CLEAR WALL RESET

Flooring & Interior





Change Location

View Details

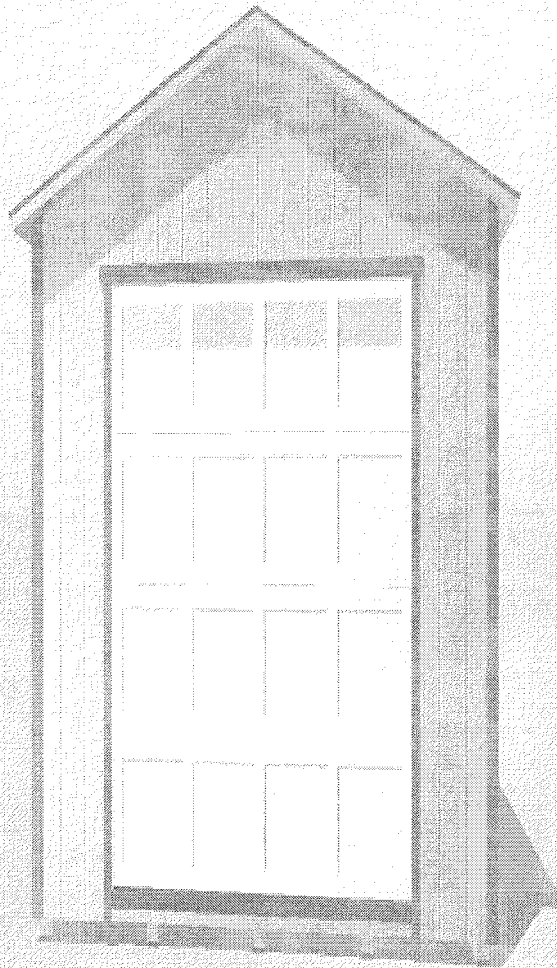
Submit for Quote

Email Link

Sales Login

Questions? Contact us at (575) 224-6344 or grant@gowithedifice.com

Estimate for 79928: \$8,990.86



Garage - 12 x 14

IdeaRoom HOME LEFT RIGHT IN OUT UNDO RESET



- Change Location
- View Details
- Submit for Quote
- Email Link
- Sales Login

Questions? Contact us at (575) 224-6344 or grant@gowithedifice.com

The information below is an estimate only. Final pricing - including pricing adjustments, discounts, delivery, and taxes - will be provided with final quote prior to purchase. **Estimate for 79928: \$8,990.86**

Subtotal: \$8,990.86
 Sales Tax (8.25%): \$741.75
Total Estimate: \$9,732.61

Deposit Amount (20%): \$1,946.52
 Due Upon Delivery: \$7,786.09

Structure Details

Style: Garage	\$8,610.86
Siding: LP SmartSide Panels	Included
Sidewall Height: 94"	
Size: 12 x 14	
Base: 4x6 Notched Treated Skids	
Roof Pitch: 4/12	
Roof Overhang: 5" Overhang	
Siding Color: Desert Tan (White) (SW 7531)	
Trim Color: Studio Clay (SW 9172)	
Roof Color: Driftwood	
Roof Material: Architectural Shingles	

Doors & Ramps

36" Pre-hung Fiberglass Door with Windows (Credit)	(\$520.00)
--	------------

Garage Doors & Ramps

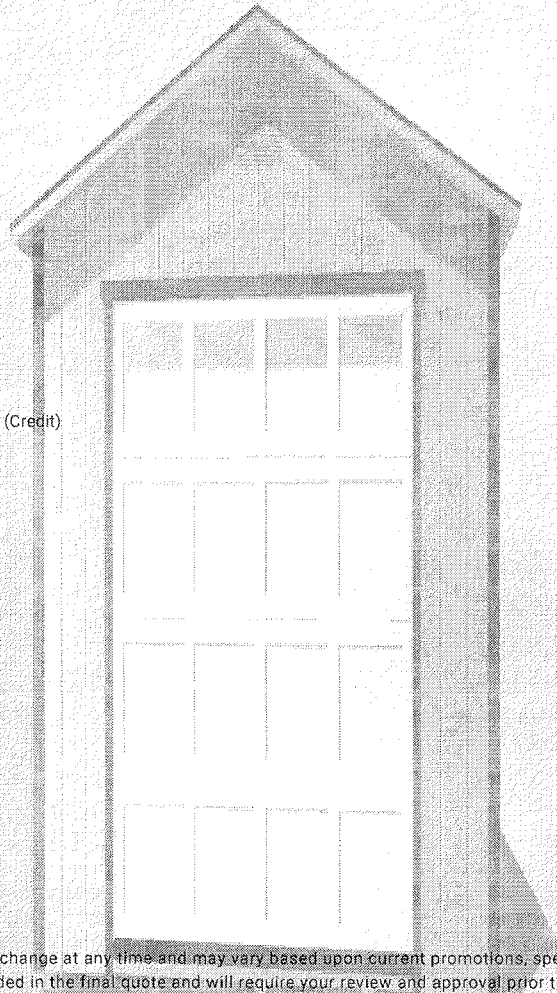
8' x 7' Overhead	\$900.00
Color: White	

Flooring & Interior

Flooring: Double 5/8" Tongue and Groove	Included
Floor Joist: 2x4 12" OC Floor Joists	
Loft: None	
Interior Wall: Basic Smartside Panel	
Interior Roof: Basic OSB Roof Sheathing	

Vents

8" x 16" Vent	Included
Color: White	
8" x 16" Vent	Included
Color: White	



Pricing and options shown are subject to change at any time and may vary based upon current promotions, specials, or annual pricing adjustments. Current pricing will be included in the final quote and will require your review and approval prior to order.

We will do all we can to ensure your complete satisfaction. Please contact us for questions, concerns, or custom styles or sizes.

CLOSE

Garage - 12 x 14

HOME
LEFT
RIGHT
IN
OUT
UNDO
RESET