



HORIZON CITY

Incorporated 1988

**AGENDA
PUBLIC MEETING
ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS MEETING
THE TOWN OF HORIZON CITY, TEXAS
Tuesday, February 15, 2022, 6:30 PM**

Notice is hereby given that a ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS MEETING of the Town of Horizon City, Texas will be held on **Tuesday, February 15, 2022 at 6:30 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; Establishment of Quorum**
- 2. Approval of Minutes from:** December 15, 2021 Special EDC Board Meeting. **3**
- 3. Discussion:**
Presenter: EDC Executive Director/ARMS Members
On Department of Defense-related engagement as part of Horizon City EDC's agreement with the Alliance for Regional Military Support.
- 4. Discussion and Action:** **5**
Presenter: EDC Executive Director
Resolution authorizing the EDC Board President to sign an extension through December 31, 2022 to the Agreement for Services between the EDC and the Alliance for Regional Military Support ("ARMS").
- 5. Discussion:** **7**
Presenter: EDC Executive Director/Horizon City CIP Manager
On Horizon City CIP Presentation toward creating a Tax Increment Reinvestment Zone to support commercial activity in Horizon City.
- 6. Discussion and Action:** **16**
Presenter: EDC Executive Director
On authorizing the Board President to sign a resolution supporting the Town of Horizon City's application to the U.S. Department of Transportation for RAISE Grants for planning and design funds for Horizon City's TOD infrastructure project.
- 7. Discussion:**
Presenter: EDC Executive Director
On recent activities and budget update by the Horizon City Economic Development Corporation.
- 8. Discussion:**
Presenter: Business Development Manager
On an update on the Business Retention & Expansion.
- 9. Discussion and Action:** **19**
Presenter: EDC Executive Director
On a Resolution to amend the FY 2022 EDC Budget to transfer \$64, 643.00 from Prior Years Fund Account 07-400-4600 to Expense Accounts 07-501-5010, 07-501-5030, 07-501-5040, 07-501-5050, 07-5-1-5530.
- 10. Discussion and Action:** **21**
Presenter: EDC Executive Director
On a resolution authorizing the President of the EDC Board to sign a Consultant Services Agreement between the Town of Horizon City Type 4B Economic Development Corporation and Kristi Borden as a Grant Writer for the term of one year.

11. Discussion and Action:

Presenter: EDC Executive Director

On a proposed plan and possible agreement with a retail recruiting services company.

12. Executive Session

The Economic Development Corporation Board of Directors 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.

A. Discussion and Action:

Presenter: EDC Executive Director

Economic Incentives for a manufacturing development located in the Town of Horizon City. (551.087)

B. Discussion and Action:

Presenter: EDC Executive Director

Economic Incentives for a food manufacturing company located in the Town of Horizon City. (551.087)

13. Open Session:

14. Adjournment:

Adjournment:

Motion to Adjournment: _____ 2nd _____

Dated this Friday, February 11, 2022

By: _____

Elvia Schuller, City Clerk

I, the undersigned authority, hereby certify that the above notice of the ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS 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, February 11, 2022 by 5:00 p.m.

Agenda Removed: _____ Time _____ By _____

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



**MINUTES
AGENDA
PUBLIC MEETING
SPECIAL ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS MEETING
THE TOWN OF HORIZON CITY, TEXAS
Wednesday, December 15, 2021, 6:30 PM**

Notice is hereby given that a SPECIAL ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS MEETING of the Town of Horizon City, Texas was held on Wednesday, December 15, 2021 at 6:30 PM, at City Council Chambers Room, 15001 Darrington Road, Horizon City, TX 79928, at which time the following was discussed and considered:

1. Call to order; Establishment of Quorum

Meeting called to order at 6:30. Quorum Established.

Board Members Present: Walter Miller, Jerry Garcia, Allie Lozano, Sandra Esqueda.

Board Members Absent: Kevin Richardson, Dean Hulsey and Justin Chapman

Staff Members Present: EDC Executive Director, Eddie Garcia, Asst City Attorney Sylvia Firth; Board Secretary Veronica Rojas; Board Treasurer Pat Randleel; Horizon City Planning Director Michelle Padilla; EDC Business Developing Manager, Rafael Arellano

2. Approval of Minutes from: October 19, 2021 Regular Board Meeting.

The above-stated minutes were approved on a motion by Board Member Jerry Garcia and seconded by Board Member Allie Lozano. Motion Carried Unanimously (4-0)

3. Discussion:

On recent activities by the Horizon City Economic Development Corporation.

Presenter: EDC Executive Director

EDC Executive Director Eddie Garcia gave presentation on this item.

Rafael Arellano gave presentation on Business Retention and Expansion Program

4. Discussion and Action:

Discussion and action regarding a Resolution authorizing the President of the Board to sign an Amendment to the Economic Development Incentive Grant/Loan Performance Agreement with PSC Custom, LLC, a Texas Limited Liability Company.

Presenter: EDC Executive Director

A motion authorizing the President of the Board to sign an Amendment to the Economic Development Incentive Grant/Loan Performance Agreement with PSC Custom, LLC, a Texas Limited Liability Company was made by Board Member Jerry Garcia and seconded by Board Member Allie Lozano.

Motion Carried Unanimously (4-0).



5. Discussion and Action:

Discussion and action regarding a Resolution authorizing the Executive Director of the EDC to sign the **Contract for Services with P I Sports, LLC ("Pinnacle")** attached to this Resolution.

Presenter: EDC Executive Director

A motion authorizing the Executive Director of the EDC to sign the Contract for Services with P I Sports, LLC ("Pinnacle") was made by Board Member Jerry Garica and seconded by Board Member Allie Lozano.

Motion Carried Unanimously (4-0).

6. Discussion and Action:

Discussion and action regarding a resolution authorizing the President of the EDC Board to sign the Second Amendment to Consultant Agreement by and among the Town of Horizon City, the Horizon City Type 4B Economic Development Corporation, and Teresa Quezada d/b/a Quezada Data Management Services.

A motion authorizing the President of the EDC Board to sign the Second Amendment to Consultant Agreement by and among the Town of Horizon City, the Horizon City Type 4B Economic Development Corporation, and Teresa Quezada d/b/a Quezada Data Management Services was made by Board Member Allie Lozano and seconded by Board Member Jerry Gacia.

Motion Carried Unanimously (4-0).

7. Executive Session

The Economic Development Corporation Board of Directors 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 Jerry Garcia and seconded by Allie Lozano to adjourn at 7:25 PM.

Approved this ____ day of _____, 20__.

Attest:

Veronica Rojas, Board Secretary

Board President

RESOLUTION

That the President of the Horizon City Economic Development Corporation (“EDC”) is authorized to sign an Amendment to Agreement for Services with the Alliance for Military Support (“ARMS”) to extend the Term of the Agreement so it will be commencing November 12, 2019 and ending on December 31, 2022.

Approved the ____ day of February 2022.

**HORIZON CITY ECONOMIC
DEVELOPMENT CORPORATION**

BY: _____
Walter Miller, President

ATEST:

By: _____
Veronica Rojas, Secretary

**AMENDMENT TO
AGREEMENT FOR SERVICES
(Alliance for Military Support)**

WHEREAS, the Horizon City Economic Development Corporation (“EDC”) signed an Agreement for Services with the Alliance for Regional Military Support (“ARMS”) on November 1, 2019;

WHEREAS, the term of the Service Agreement was November 12, 2019, through March 1, 2022; and

WHEREAS, the parties desire to extend term of the Service Agreement to December 31, 2022.

NOW, THEREFORE THE PARTIES AGREE THE SERVICE AGREEMENT IS HEREBY AMENDED AS FOLLOWS:

1. **TERM.** The Term of the Agreement is for a period beginning November 12, 2019 and ending on December 31, 2022.
2. **COMPENSATION.** No additional compensation will be due to ARMS.
3. **RATIFICATION.** All other terms and conditions shall remain in full force and effect accept as expressly amended it writing.

Effective the ____ day of February, 2022.

**HORIZON CITY ECONOMIC
DEVELOPMENT CORPORATION**

By: _____
Walter Miller, President

ATTEST:

By: _____
Veronica Rojas, Secretary



Town of Horizon City
2022 RAISE Grant
Transit Oriented Development Infrastructure –
Phase 1
Planning Funds

Transit Oriented Development (TOD) Phase 1 Planning Funds for Design

Project	Estimated Project Costs
Dilley and Delake Drainage Infrastructure - Design	\$265,000
Dilley and Delake Street Infrastructure - Design	\$625,000
Dilley and Delake Water and Wastewater Infrastructure - Design	\$415,000
Transit Plaza and parking lot - Design	\$430,000
TOTALS	\$1,735,000

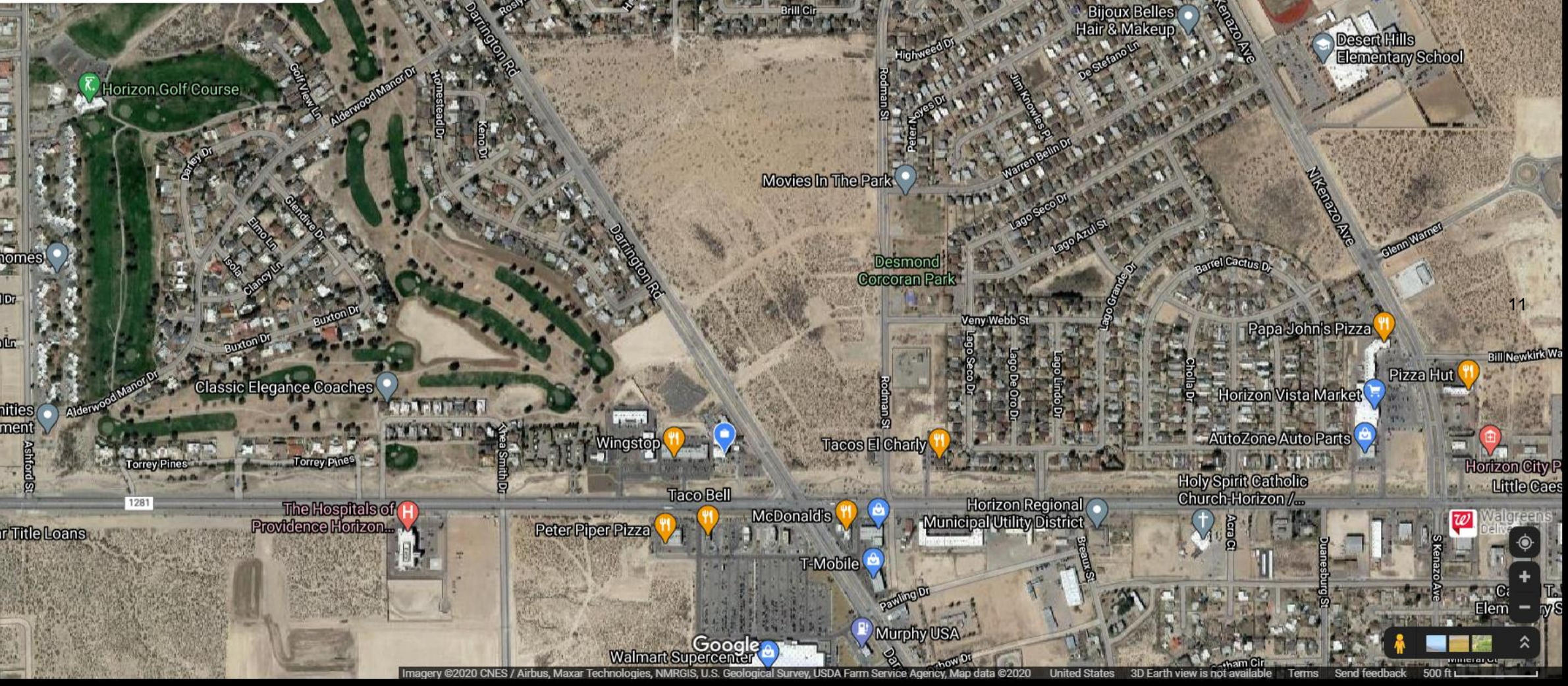
Project Alignment with Merit Criteria

- **Safety** – design with complete street principles
- **Environmental Sustainability** – encourage modal shift; design context-sensitive elements
- **Quality of Life** - mass transit will provide access to employment centers, health care, higher education and will connect east El Paso county communities

Project Alignment with Merit Criteria

- **Economic Competitiveness** – increases the economic productivity of an area that is entirely fallow
- **State of Good Repair** – the geographic center of the community will not develop
- **Partnerships**
 - County of El Paso
 - Horizon Regional Municipal Utility District
 - El Paso Community College
 - UTEP

TIRZ – Utilizing Vacant Land



Transit Oriented/Supported Development



Transit Oriented/Supported Development



Transit Oriented/Supported Development



From
**Shaping our Horizon:
2030 A
Comprehensive and
Strategic Plan**

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Adopted by Horizon City
Council on February 11,
2020

Transit Oriented/Supported Development

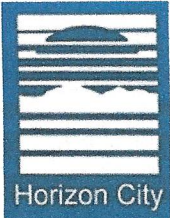


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From

Shaping our Horizon: 2030 A Comprehensive and Strategic Plan

Adopted by Horizon City Council on February 11, 2020



February 10, 2022

Walter Miller, President
Eduardo Garcia, Executive Director
Horizon City Economic Development Corporation
14999 Darrington Rd.
Town of Horizon City, TX 79928

Dear Board President Miller and Mr. Garcia:

Horizon City requests the EDC Board's support on the following item:

Authorizing the Board President to sign a resolution supporting the Town of Horizon City's application to the U.S. Department of Transportation for the 2022 RAISE Grant for planning and design funds for Horizon City's TOD infrastructure project.

The Town, the Tax Increment Reinvestment Zone (TIRZ) Board and Horizon EDC continue collaborating to develop the Transit Oriented Development (TOD) projects identified when the TIRZ was created. Leveraging TIRZ revenues is important to the Town and TIRZ Board because an infusion of external funds will accelerate project development.

The Town submitted a RAISE grant application in FY 2021 and is now pursuing funding available through the FY 2022 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Transportation Discretionary Grants for transportation projects. Administered by the US Department of Transportation, the RAISE grant makes planning and project design monies available to eligible surface transportation projects. The Town intends to submit a grant application for \$1,735,000 to fund the design of Dilley and Delake Rds. and the Transit Plaza.

Grant applications undergo a highly competitive process, and proposed projects must demonstrate a clear connection to the project merit criteria. One of the criteria is the partnerships the proposed project will foster. This proposed resolution documents the EDC Board's ongoing support for the Town's grant application and illustrates the partnerships involved in the overarching TOD project development.

The Town requests this item be included in the February 15, 2022, EDC Board agenda for the Board's consideration. City staff will be prepared to make a brief presentation in support of this item.

Please let me know if you need any additional information.

Sincerely,

Teresa Quezada, Ph.D.
CIP Manager

CC: Michelle Padilla, AICP, CNU-A
Planning Director

RESOLUTION

WHEREAS, the Horizon City Type B Economic Development Corporation was created by Horizon City Ordinance No. 0191 for the purpose of promoting economic development within the Horizon City as permitted by Texas law;

WHEREAS, the Horizon City Economic Development Corporation has supported the Town of Horizon City in its creation, development, and management of the Town's proposed Transit Oriented Development (TOD) to foster economic growth and vitality in the Horizon City;

WHEREAS, the Town Horizon City established a Tax Increment Reinvestment Zone on December 8, 2021 to support the development of a Transit Oriented Development in Horizon;

WHEREAS, the U.S. Department of Transportation announced the availability of approximately \$75 million for planning, preparation or design of eligible projects through the FY 2022 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Transportation Discretionary Grants for transportation projects;

WHEREAS, the RAISE grant is designed to fund surface transportation projects which have significant local or regional impact, encourage partnerships and projects are selected based on demonstrated merit and alignment with selection criteria;

WHEREAS, the development of a Transit Oriented Development in Horizon City meets the RAISE grant merit criteria of safety, environmental sustainability, quality of life, economic competitiveness, state of good repair and partnerships as established in the RAISE Grant program guidelines; and

WHEREAS, the Town of Horizon City intends to submit a RAISE Grant for the planning and design of the Horizon Transit Oriented Development infrastructure to include roadway and utility improvements on Dilley and Delake Rd. and the Horizon Transit Plaza totaling \$1,735,000.

NOW, THEREFORE, BE IT RESOLVED BY THE HORIZON CITY 4B ECONOMIC DEVELOPMENT CORPORATION BOARD that:

The Economic Development Corporation Board supports the Town of Horizon City’s application to the U.S. Department of Transportation for RAISE Grants for planning and design funds for Horizon City’s TOD infrastructure project.

PASSED AND ADOPTED the _____ day of February 2022.

**HORIZON CITY ECONOMIC
DEVELOPMENT CORPORATION**

By: _____
Walter Miller, President

ATTEST:

By: _____
Veronica Rojas, Secretary

RESOLUTION

**Town of Horizon City Economic Development Corporation
2022 Budget Amendment 01**

WHEREAS, the Town of Horizon City Economic Development Corporation (“EDC”) adopted and approved Fiscal Year 2022 Budget for the organization on July 20, 2021;

WHEREAS, operational changes within the organization have resulted in additional expenses that were not anticipated at the time of the budget adoption;

WHEREAS, there are sufficient funds to cover the additional expenses and the Executive Director has recommended a budget amendment to address the situation;

WHEREAS, the EDC Board of Directors finds the additional expenses to be necessary and proper and approves the proposed amendment;

**NOW, THEREFORE BE IT RESOLVED BY THE EDC BOARD OF DIRECTORS
AS FOLLOWS;**

The EDC FY 2022 Budget is hereby amended to transfer \$64,643.00 from the Prior Years Surplus Account into the accounts specified in Exhibit “A” attached hereto and incorporated herein.

**Town of Horizon City Economic
Development Corporation**

**By: _____
Walter Miller, President**

ATTEST:

**By: _____
Veronica Rojas, Secretary**

**TOWN OF HORIZON CITY ECONOMIC DEVELOPMENT CORPORATION
2022 BUDGET AMENDMENT 01
ECONOMIC DEVELOPMENT FUND
EXHIBIT A**

Line No.	Description	Amount
	<u>Revenue</u>	
1	07-400-4600 Prior Years Fund Surplus	64,643.00
	<u>Expense</u>	
2	07-501-5010 Salaries	50,750.00
3	07-501-5030 Payroll Taxes	3,910.00
4	07-501-5040 Retirement (TMRS)	3,029.00
5	07-501-5050 Group Health	4,754.00
6	07-501-5530 Vehicle Allowance	2,200.00
7	Total Expense	<u>64,643.00</u>

Note: Calculation reflects employee on bard for 10.5 months of the fiscal year

RESOLUTION

Town of Horizon City 4B Economic Development Corporation

WHEREAS, the **Town of Horizon City 4B Economic Development Corporation (“EDC”)** a Texas corporation organized and existing pursuant to Chapter 501 and 505 of the Texas Local Government Code known as the Development Corporation Act is authorized to contract for goods and personal services to fulfill the mission of the EDC

WHEREAS, the EDC desires to and engage the personal services of a grant writer to provide services to the EDC on an “as needed” basis;

WHEREAS, pursuant to Section 252.022(4) of the Texas Local Government the procurement of personal services is exempt from the requirement of competitive bidding or competitive proposals;

WHEREAS, Kristi Borden has the expertise and resources necessary to assist the EDC staff with identifying potential grant funding opportunities for the EDC and writing grant proposals for federal and state agencies and other potential funding sources and is willing to undertake such work pursuant to the terms and conditions contained in the attached **Contract for Grant Writing Services**;

WHEREAS, the EDC works with the Town of Horizon City on economic development projects for the benefit of the community, and would like to have the ability to jointly submit grant proposals;

WHEREAS, to expedite those projects, the parties would like to sign one contract so that either the EDC or the Town of Horizon City can initiate a project with the grant writer and work in collaboration to complete applications together;

NOWTHEREFORE, the Board of Directors of the Town of Horizon City 4B Economic Development Corporation authorizes the Executive Director of the EDC to sign the **Contract for Services** with **Kristi Borden** attached to this Resolution.

Approved the _____ day of _____, 2022, at a duly held meeting of the EDC Board of Directors.

Town of Horizon City 4B Economic Development Corporation

By: _____
Walter Miller, President

ATTEST:

By: _____

Veronica Rojas
Board Secretary

APPROVED AS TO FORM

By: _____

Sylvia Borunda Firth
Board Attorney

CONTRACT FOR GRANT WRITING SERVICES

This Contract is made and effective the ____ day of _____, 2022 by and between The Town of Horizon City (“City”) and the Horizon City EDC (“EDC”) (collectively referred to as “Client”) and the Contractor identified below.

WHEREAS, the Clients are legally authorized to enter into personal services contracts with individuals to provide personal services on an as-needed basis;

WHEREAS, both the City and the EDC have need for grant writing services from time to time;

WHEREAS, grant applications often have very quick deadlines, and the Client would like to have a grant writer available on-call to provide services in accordance with the terms of this Contract; and

WHEREAS, Contractor is an experienced grant writer and is willing to provide said services in accordance with the terms and conditions specified below.

CONTRACTOR

Contractor: _____
TAX ID# _____
Having its principal place of business at: _____
Address: _____
City, State, Zip: _____
Phone: _____
Fax: _____
Email: _____

1. **SCOPE OF SERVICES:** Contractor agrees to provide the following services for Client: Assistance with grant related activities as outlined below:

Task 1 Grant Research and Development

- Research and identify upcoming governmental and foundation grant opportunities.
- Supply information on grant opportunities to the Horizon EDC staff.
- Review grant application guidelines with Horizon EDC leadership for determination of grant targets.
- Locate, identify, research, collect and analyze data as set forth in the corresponding grant application guidelines.
- Create and maintain a grant database

Task 2 Grant Applications

- Prepare grant applications for selected opportunities, including timelines, strategies and supporting documentation.
- Develop language for both grant application narratives and data including, if necessary, charts, tables, and diagrams to illustrate data.
- Prepare supplemental documents required for grant application completion.
- Provide consultation, planning and strategizing with District staff throughout the grant writing process.
- Produce complete grant application and ensure timely submission.

Task 3 Proposal Support

- Assist in scheduling and attend meetings necessary to support grant applications.
- Collaborate with proper stakeholders to obtain signatures, data, forms, etc.
- Execute necessary follow-up and networking activities in support of grant proposals.
- Provide copies of the final and completed application to Horizon City staff and EDC staff.

- Attend meetings in person and/or by telephone necessary to facilitate communication with staff.

2. **COMPENSATION:** The Client agrees to compensate Contractor at the following rates for each service:

Task 1 – Grant Research and Development	\$80/hour
Task 2 - Grant Application	\$110/hour
Task 3 - Proposal Support	\$80/hour

Not to exceed the total sum of \$ _____ during the term of this Contract. Payment is due upon submission of monthly invoice. Billable hours will include all activities mentioned in Section 1, as well as telephone consultations and information exchanges via phone and email, and travel time to/from meetings if necessary. Contractor shall be responsible for providing all simple office supplies and equipment for the purposes of fulfilling the terms of this agreement.

3. **BILLING:** The Contractor will bill only for hours actually spent on work within the scope approved by the Town of Horizon City or the Horizon City EDC for a specified task or project. The Contractor will submit separate invoices for work performed for a specified task or project for the City and for the EDC, and each invoice will identify the work performed for the City or the EDC which will enable the City make payments out of various different accounts or funding sources, as appropriate.

All invoices shall be submitted and shall be received by the City no later than the 25th day of the month for which the services were provided. The Contractor will submit monthly invoices in writing, adequately documented. At a minimum, “adequate documentation” requires that each invoice shall contain a descriptive statement of the work performed, the dates when work worked was performed, the hours worked and the hourly rate.

The City agree to pay invoices for all services performed as soon as reasonably possible, but not later than thirty (30) days from receipt. All payments will be processed in accordance with the Texas Prompt Payment Act.

4. **GRANT DATABASE SUBSCRIPTION:** The Client agrees to procure a subscription to the grant database software/apps, etc. identified by Contractor as necessary to perform the tasks identified in this contract and to provide the Contractor with access/use of the subscription during the term of this Contract.

5. **TERM:** This Contract shall commence on the effective date stated above and continue for a term of one year(s) expiring on _____.

6. **INDEPENDENT CONTRACTOR:** Contractor acknowledges that the services rendered pursuant to the Contract shall be solely as an independent contractor. It is

expressly understood that this undertaking is not a joint venture. Contractor is responsible for the payment of all federal, state, and local income taxes.

7. **CONFIDENTIALITY.** Both parties agree to adhere to strict confidentiality practices in accordance with applicable Texas law and to provide each other with their best efforts in the fulfillment of this contract.
8. **GUARANTEE:** Contractor shall use all resources at Contractor's disposal to perform duties as assigned and agreed to by both parties and shall submit same in good faith. However, no guarantee of receipt of funding by the Client is implied or promised by Contractor. Payment is due even if Client does not submit proposal or receive a grant. In addition, Contractor and Client recognize that performance of tasks in Section 1 necessitates communication and information exchange between the parties and with funders, and that delay in completing the tasks may occur if there are delays with information exchange. Client also recognizes that if grants are received, Client is responsible for any acknowledgments and reports to funders.
9. **CANCELLATION:** It is understood by the parties that the Client, has the right to cancel this contract and that the Client is not required to give any reason for the cancellation. By law, the parties to this contract cannot waive or modify this right by any pre-existing or any subsequent agreement between the parties. Therefore, the Client may cancel this contract without cost, penalty, or liability if the Client notifies the Contractor in writing as provided below.

To cancel this contract the Client must give written notice of cancellation to the Contractor. This notice may be in the form of a letter or stating that the Client does not intend to be bound by the contract. The notice of cancellation may be hand-delivered or mailed to the Contractor. If mailed, it must be sent to the Contractor at the address in Section 1. If notice of cancellation is hand delivered, the cancellation is effective as soon as it is delivered to the Contractor. If mailed, the cancellation is effective as soon as the notice is deposited, properly addressed and postage paid, in a mailbox.

Contractor may cancel this contract due to Client inactivity or failure to maintain contact with Contractor and deliver information or documents needed to perform services discussed in a timely manner; or for nonpayment of billed services. Contractor may notify Client of cancellation in writing via letter stating Contractor does not intend to be bound by the contract and hand delivered or mailed to the Client.

10. **NON-EXCLUSIVE REQUIREMENTS CONTRACT.** Contractor acknowledges that the Contract is non-exclusive, and the Client reserves the right to engage the services of other grant writers during the term of this Contract. There is no minimum guarantee the Contractor will be paid during the term of this Contract. The City will use the services of the Grant Writer only as needed.

- 11. **RESEARCH FOR GRANT OPPORTUNITIES.** Contractor agrees to use their best efforts to assist Client to identify grant opportunities available to Client in a timely fashion. The decision whether to pursue a grant opportunity shall be at the sole discretion of the Client.
- 12. **OWNERSHIP OF WORK.** All research, writing and grant applications generated as a result of this Contract shall be the sole property of the Client and will be tendered to the Client upon the completion of each assignment or the termination of the Contract by whatever means that termination takes place,
- 13. **WORK ASSIGNMENTS.** The Town of Horizon City and the Horizon City EDC may apply for grants jointly or individually. When a work assignment is issued to the Contractor the Client will identify the entity primarily responsible for the grant application and for payment to the Contractor on a Task Order and the individual who will be the primary point of contact for client. A sample Task Order is attached to this Contract

CLIENT: Town of Horizon City

By: 
Ruben Mendoza, Mayor

Horizon City EDC

By: _____
Walter Miller, President

CONTRACTOR:

(Printed Name)

TASK ORDER – Grant Writing Services

Project

Commencement Date: _____

Completion Date: _____

Client Point of Contact: Town of Horizon City ____ or Horizon City EDC ____

Name and contact Information for Client primary point of contact:

Fees to be Paid: _____ per hour or _____ flat fee per project

Payment Schedule: _____

Miscellaneous _____

ASSIGNMENT ACCEPTED: By: _____

Contractor Printed Name

Date: _____

RESOLUTION

Town of Horizon City

WHEREAS, the **Town of Horizon City**, (“City”) a Texas municipal corporation is authorized to contract for goods and services to fulfill the mission of the City;

WHEREAS, pursuant to Section 252.022(4) of the Texas Local Government the procurement of personal services is exempt from the requirement of competitive bidding or competitive proposals;

WHEREAS, the City desires to obtain personal services for grant writing from **Kristi Borden**; competitive proposals;

WHEREAS, **Kristi Borden** has the expertise and resources necessary to assist the EDC staff with identifying potential grant funding opportunities for the EDC and writing grant proposals for federal and state agencies and other potential funding sources and is willing to undertake such work pursuant to the terms and conditions contained in the attached **Contract for Grant Writing Services**;

WHEREAS, the EDC works with the Town of Horizon City on economic development projects for the benefit of the community, and would like to have the ability to jointly submit grant proposals;

WHEREAS, to expedite those projects, the parties would like to sign one contract so that either the EDC or the Town of Horizon City can initiate a project with the grant writer and work in collaboration to complete applications together;

NOWHEREFORE, the City Council authorizes the Mayor to sign the **Contract for Grant Writing Services** to procure the personal services of **Kristi Borden**.

Approved the 8th day of February, 2022 at a duly held meeting of the Town of Horizon City Council.

Town of Horizon City

By: 

Ruben Mendoza, Mayor

ATTEST:

By: 
Elvia Schuller, City Clerk



APPROVED AS TO FORM

By: 
Sylvia Borunda Firth
Assistant City Attorney