HORIZON CITY

Incorporated 1988

AGENDA
PUBLIC MEETING
REGULAR CITY COUNCIL MEETING
THE TOWN OF HORIZON CITY, TEXAS
Tuesday, March 8, 2022, 6:05 PM

Notice is hereby given that a Regular City Council Meeting of the Town of Horizon City, Texas will be held on **Tuesday, March 8, 2022 at 6:05 PM** at City Council Chambers Room, 15001 Darrington Road, Horizon City, TX 79928, at which time the following will be discussed and considered:

Meeting Video:

https://vimeo.com/686098015

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**
February 8, 2022 Regular City Council Meeting and February 28, 2022 Special City Council Meeting.

4. **Discussion and Action:** **12**
Mayor/CIP Manager
On an update on the Capital Improvement Program.

5. **Discussion and Action:** **33**
Mayor/Planning Director
On the approval of the Town of Horizon City's Phase II MS4 Annual Report for the 2021 calendar year and authorize the Mayor to sign the report and transmittal letter, all to be submitted to the Texas Commission on Environmental Quality.

6. **Discussion and Action:** **57**
Mayor/Planning Director
On a Resolution authorizing the Mayor to sign a Fourth Amendment to the Agreement for On-Call Appraisal Services with Wilkinson, Pendergras, & Beard, L.P. to extend the term for an additional two years until March 31, 2024 and to add verification and representation provisions.

7. **Discussion and Action:** **61**
Mayor/Planning Director
On a Resolution authorizing the Mayor to sign a Fourth Amendment to the Agreement for On-Call Appraisal Services with Hoover Appraisal Company to extend the term for an additional two years until March 31, 2024 and to add verification and representation provisions.

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

REGULAR AGENDA

9. **Discussion and Action:** **65**

Mayor/EDC Executive Director

On a resolution that the Town of Horizon City, Texas supports the application submitted to the U.S. Economic Development Administration's Build Back Better Regional Challenge by the University of Texas at El Paso's Aerospace Center on behalf of the West Texas Aerospace and Defense Manufacturing Coalition and authorizing the Mayor to send a Letter of Support for the application.

10. **Discussion and Action:** **67**

Mayor/Planning Director

On resolution authorizing the Mayor to sign an Agreement between the Town of Horizon City, Texas and the El Paso Centennial Lions Club, Inc. for a Christmas Tree Lighting Ceremony on Dec. 2, 2022, and a Christmas Parade on Dec. 3, 2022, and under the terms of the Agreement, the City Council finds that the promotion and conducting of these events will provide cultural and recreational activities for the residents and visitors of the City and the City is willing to expend the funds to pay for the costs of the time for City staff and police, traffic control assistance, and cleanup costs for the events.

11. **Discussion and Action:** **75**

Mayor/Planning Director

On a final plat application for Horizon Crossing Unit Three (#SUB002493-2022), legally described as being a portion of C.D. Stewart Survey No. 321, Town of Horizon City, El Paso County, Texas. Containing 19.469 +/- acres. Application submitted by Conde Inc.

12. **Discussion and Action:** **84**

Mayor/Planning Director

On a Resolution authorizing the Mayor to sign a Developer Participation Agreement between the Town of Horizon City, Camino Real Investment Properties, LLC, and Ranchos Real XV, LLC for the construction and maintenance of a larger ponding area within the Horizon Town Center Unit Four subdivision.

13. **Discussion and Action:** **97**

Mayor/CIP Manager

On a resolution that the Town of Horizon City City Council supports the submittal of a planning RAISE Grant for $1,735,000 to fund 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 and that the establishing the Horizon City as the project sponsor responsible for the local match and acknowledging the RAISE grant funding requirements.

14. **Discussion and Action:** **109**

Mayor/CIP Manager

On Change Order #5 to the construction contract with Allen Concrete, LLC for Corcoran "Corky" Park Improvements Project, Solicitation No. CIP 2018-102 (003) and authorizing the Mayor to execute documents.

15. **Discussion and Action:**

Mayor

On a proposal to consider the closure of City Hall and Courts Administrative offices on December 27, 28 & 29, 2022.

16. **Discussion and Action:** **114**

Mayor/Assistant Chief Rico

On the award of Solicitation No. 2022-001RFP AMB-Town of Horizon City Emergency Ambulance Services to Elite Medical Transport of Texas LLC for a three (3) year term in the amount of $530,094.00 and that the Mayor be authorized to sign the contract and any other documents related to the award.

17. **Discussion and Action:** **224**

Mayor/Assistant Chief Rico

That the Mayor be authorized to sign the Order Form for a 5-year subscription with Thomson Reuters d/b/a West Publishing Corporation for the CLEAR Proflex software program for the Police Department using Texas

Department of Information Resources contract No. DIR-LGL-CALIR-02. The annual fee for the first year will be $3,912.00, and the annual fee will increase three percent per year for years 2-5.

18. **Discussion and Action:** **232**

Mayor/Finance Director

On a resolution that the Mayor be authorized to sign two Service Orders (Nos. 15502-Q-04655 and 22277-Q-12719) and related documents for a thirty-six (36) month term with Conterra Ultra Broadband, LLC d/b/a Conterra Networks for internet and telephone services using Region 19 ASC (Allied States Cooperative) Contract Number 22-7429 for a total cost of $82,620.00.

19. **Discussion and Action:** **261**

Mayor/Finance Director

Regarding a resolution approving FY 2022 EDC Budget Amendment 01.

20. **Executive Session**

The City Council of the Town of Horizon City reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices,) and 551.086 (Economic Development).

Adjournment:

Motion to Adjournment: _____ 2nd _____

Dated this Friday, 3/4/2022

By: _____

Elvia Schuller, City Clerk

I, the undersigned authority, hereby certify that the above notice of the Regular City Council Meeting of the Town of Horizon City, Texas is a correct copy of this notice, and that I posted this notice at least seventy-two (72) hours preceding the scheduled meeting at the City Hall Bulletin Boards of the Town of Horizon City, Texas on this Friday, 3/4/2022 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
REGULAR CITY COUNCIL MEETING
THE TOWN OF HORIZON CITY, TEXAS
Tuesday, February 8, 2022, 6:00 PM

Notice is hereby given that a Regular City Council Meeting of the Town of Horizon City, Texas was held on **Tuesday, February 8, 2022 at 6:00 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; 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 current on-going projects.
   Horizon City Resident, Maynard Matthews expressed concerns over the City's Police Chief hiring process.

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:**
   January 11, 2022 Regular City Council Meeting.

4. **Discussion and Action:**
   Mayor/CIP Manager
   On an update on the Capital Improvement Program.

5. **Discussion and Action:**
   Mayor/EDC Executive Director
   On the appointment of Silas Baca to the Horizon City Economic Development Corporation Board of Directors.

6. **Discussion and Action:**
   Mayor/Planning Director
   On the acceptance of the roadway, drainage, and park improvements as constructed with the Horizon Town Center Unit Two subdivision.

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

   Alderman Renteria requested Item #4 be pulled from the consent agenda and be heard under the regular agenda.

   A motion was made by Alderman Renteria and seconded by Alderman Padilla to pull item #4 to be heard 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. No action taken.

8. **Presentation:**
   Mayor
   On a presentation by the Del Sol Medical Center introducing the new CEO.

   Del Sol Medical Center CEO, Art Garza spoke regarding this item.

9. **Discussion and Action:**
   Mayor
   On a request from the Centennial Lion's Club for Council's approval for the Town to offer in-kind services for the annual Christmas Tree Lighting Ceremony on Friday, December 2, 2022 and the Annual Christmas Parade on Saturday, December 3, 2022 in order to provide security and allow the use of city streets and a city park for the events.

   Centennial Lion's Club Rep, Judy Verslype spoke regarding this item.

   A motion was made by Alderman Duran and seconded by Alderman Corral to direct staff to work with the City Attorney to draft an agreement between The Town of Horizon City and the Centennial Lion's Club which identifies the City's public purpose in providing the requested in-kind services for the December 2022 events and to bring the agreement back to the City Council for its review and consideration. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

10. **Discussion and Action:**
    Mayor/Finance Director
    That the Town of Horizon City acquire software licenses and an annual maintenance/software subscription for the standard Questica Budget Book with standard CIP add-on from Questica, Ltd and that the Mayor be authorized to sign the documents to the Dec. 17, 2019 agreement for the standard Questica Budget Book with standard CIP add-on.

    Finance Director, Pat Randleel spoke regarding this item.

    A motion was made by Alderman Padilla and seconded by Alderman Duran to authorize that the Town of Horizon City acquire software licenses and an annual maintenance/software subscription for the standard Questica Budget Book with standard CIP add-on from Questica, Ltd and that the Mayor be authorized to sign the documents to the Dec. 17, 2019 agreement for the standard Questica Budget Book with standard CIP add-on. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

11. **Discussion and Action:**
    Mayor/Purchasing Agent
    That the Mayor be authorized to sign a five-year Software License and Support Agreement with Bonfire Interactive Ltd. for the Bonfire eSourcing Software for Municipal Procurements for an annual cost of $11,500.00 using Texas Department of Information Resources contract DIR-TSO-4363.

    Purchasing Agent, Efisio Setzu spoke regarding this item.

A motion was made by Alderman Duran and seconded by Alderman Padilla to authorize the Mayor to sign a five-year Software License and Support Agreement with Bonfire Interactive Ltd. for the Bonfire eSourcing Software for Municipal Procurements for an annual cost of $11,500.00 using Texas Department of Information Resources contract DIR-TSO-4363. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

12. **PUBLIC HEARING:**
Mayor/Planning Director
2nd Reading of Ordinance No. _____, An Ordinance adopting a zoning change within the municipal limits of the Town of Horizon City, Texas; rezoning one parcel from PUD to C-1; containing approximately 8.69 acres; being a portion of Section 31, Block 78, Township 3, Texas and Pacific Railroad Company surveys, Town of Horizon City, El Paso County, Texas; south of the intersection of Kenazo Avenue and Eastlake Boulevard; and authorizing the notation of the change on the official zoning map of the City; providing for the following: findings of fact; repealer; severability; and proper notice and hearing.

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

13. **Discussion and Action:**
Mayor/Planning Director
2nd Reading of Ordinance No. _____, An Ordinance adopting a zoning change within the municipal limits of the Town of Horizon City, Texas; rezoning one parcel from PUD to C-1; containing approximately 8.69 acres; being a portion of Section 31, Block 78, Township 3, Texas and Pacific Railroad Company surveys, Town of Horizon City, El Paso County, Texas; south of the intersection of Kenazo Avenue and Eastlake Boulevard; and authorizing the notation of the change on the official zoning map of the City; providing for the following: findings of fact; repealer; severability; and proper notice and hearing.

A motion was made by Alderman Padilla and seconded by Alderman Duran to approve the Ordinance adopting a zoning change within the municipal limits of the Town of Horizon City, Texas; rezoning one parcel from PUD to C-1; containing approximately 8.69 acres; being a portion of Section 31, Block 78, Township 3, Texas and Pacific Railroad Company surveys, Town of Horizon City, El Paso County, Texas; south of the intersection of Kenazo Avenue and Eastlake Boulevard; and authorizing the notation of the change on the official zoning map of the City. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

14. **PUBLIC HEARING:**
Mayor/Planning Director
2nd Reading of Ordinance No. _____, An Ordinance adopting a zoning change within the municipal limits of the Town of Horizon City, Texas; rezoning one parcel from PUD to C-1; containing approximately 4.944 acres; being a portion of Section 31, Block 78, Township 3, Texas and Pacific Railroad Company Surveys, Town of Horizon City, El Paso County, Texas; north of the intersection of Kenazo Avenue and Horizon Boulevard; and authorizing the notation of the change on the official zoning map of the City; providing for the following: findings of fact; repealer; severability; and proper notice and hearing.

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

15. **Discussion and Action:**
Mayor/Planning Director
2nd Reading of Ordinance No. _____, An Ordinance adopting a zoning change within the municipal limits of the Town of Horizon City, Texas; rezoning one parcel from PUD to C-1; containing approximately 4.944 acres; being a portion of Section 31, Block 78, Township 3, Texas and Pacific Railroad Company Surveys, Town of Horizon City, El Paso County, Texas; north of the intersection of Kenazo Avenue and Horizon Boulevard; and authorizing the notation of the change on the official zoning map of the City; providing for the following: findings of fact; repealer; severability; and proper notice and hearing.

A motion was made by Alderman Corral and seconded by Alderman Padilla to approve Ordinance adopting a zoning change within the municipal limits of the Town of Horizon City, Texas; rezoning one parcel from PUD to C-1; containing approximately 4.944 acres; being a portion of Section 31, Block 78, Township 3, Texas and Pacific Railroad Company surveys, Town of Horizon City, El Paso County, Texas; south of the intersection of Kenazo Avenue and Eastlake Boulevard; and authorizing the notation of the change on the official zoning map of the City. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

16. **Discussion and Action:**
Mayor/Planning Director
On a preliminary plat application for Horizon Crossing Unit Three (#SUB002492-2021), legally described as being a portion of C.D. Stewart Survey No. 321, Town of Horizon City, El Paso County, Texas. Containing 19.469 +/- acres. Application submitted by Conde Inc.

Planning Director, Michelle Padilla spoke regarding this item.

A motion was made by Alderman Duran and seconded by Alderman Padilla to approve the preliminary plat application for Horizon Crossing Unit Three (#SUB002492-2021), legally described as being a portion of C.D. Stewart Survey No. 321, Town of Horizon City, El Paso County, Texas. Containing 19.469 +/- acres as per staff recommendations. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

17. **Discussion and Action:**
Mayor/Planning Director
On a request to authorize the Mayor to execute a Personal Services Contract with Jose S. Gallardo for Inspection and Plan Review Services.

Planning Director, Michelle Padilla spoke regarding this item.

A motion was made by Alderman Padilla and seconded by Alderman Duran to approve the request authorizing the Mayor to execute a Personal Services Contract with Jose S. Gallardo for Inspection and Plan Review Services. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

18. **Discussion and Action:**
Mayor/Planning Director
On a request to authorize the Mayor to execute a Personal Services Contract with Kristi Borden for Grant Writing Services.

Planning Director, Michelle Padilla spoke regarding this item.

A motion was made by Alderman Duran and seconded by Alderman Quiroz to approve the request authorizing the Mayor to execute a Personal Services Contract with Kristi Borden for Grant Writing Services. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

19. **Discussion and Action:**
Mayor/CIP Manager
On a resolution authorizing the Mayor to sign a Professional Services Agreement between the Town of Horizon City, Texas and Able City, LLC for $129,550 to provide architectural design standards for the Town of Horizon City's Transit Oriented Development's public and private development.

CIP Manager, Terri Quezada spoke regarding this item.

A motion was made by Alderman Miller and seconded by Alderman Duran to approve the resolution authorizing the Mayor to sign a Professional Services Agreement between the Town of Horizon City, Texas and Able City, LLC for $129,550 to provide architectural design standards for the Town of Horizon City's Transit Oriented Development's public and private development. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

20. **Discussion and Action:**
Mayor/Chief McConnell
On the approval of the 2022 Local Border Security Grant resolution.

Police Chief, Mike McConnell spoke regarding this item.

A motion was made by Alderman Duran and seconded by Alderman Corral to approve the 2022 Local Border Security Grant resolution. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

21. **Discussion and Action:**
Mayor/Chief McConnell
Appointment of Marco Vargas as Police Chief and that the Mayor be authorized to negotiate an employment contract.

Police Chief, Mike McConnell spoke regarding this item.

A motion was made by Alderman Duran and seconded by Alderman Corral to approve the Appointment of Marco Vargas as Police Chief and that the Mayor be authorized to negotiate an employment contract. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

22. **Discussion and Action:**
Mayor/Chief McConnell
On the presentation and acceptance of the 2021 annual police and racial profiling reports.

Police Chief, Mike McConnell spoke regarding this item.

A motion was made by Alderman Padilla and seconded by Alderman Duran to accept the 2021 annual police and racial profiling reports as presented. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

The City Council adjourned for Executive Session at 7:13 PM and Reconvened at 7:38 PM.

A motion was made by Alderman Miller and seconded by Alderman Duran to reconvene back to Regular Session. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed

23. **<u>Executive Session</u>**
The City Council of the Town of Horizon City reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices,) and 551.086 (Economic Development).

23A. **Discussion and Action:**
Mayor/EDC Executive Director
On real estate acquisitions for Transit Oriented Development/City Hall Development (551.071) (551.072).

A motion was made by Alderman Miller and seconded by Alderman Duran to move forward with the land purchase in accordance with the terms and conditions specified in Executive Session held on this date. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

ADJOURNMENT

A motion was made by Alderman Corral and seconded by Alderman Duran to adjourn at 7:39 PM.

Approved this _____ day of _____, 20__.

Attest:

_____
Elvia Schuller, City Clerk

_____
Ruben Mendoza, Mayor

MINUTES
AGENDA
PUBLIC MEETING
SPECIAL CITY COUNCIL MEETING
THE TOWN OF HORIZON CITY, TEXAS
Monday, February 28, 2022, 6:00 PM

Notice is hereby given that a Special City Council Meeting of the Town of Horizon City, Texas was held on **Monday, February 28, 2022 at 6:00 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; Pledge of Allegiance; Establishment of Quorum**

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

2. **Open Forum:**

   No one signed up to speak.

CONSENT AGENDA

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

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

   No action required or taken.

REGULAR AGENDA

4. **Discussion and Action:**
   Presenter: Mayor
   On a resolution authorizing the Mayor to execute a Contract of Employment between the Town of Horizon City, Texas and Marco A. Vargas as Police Chief of the City Police Department of the Town of Horizon City.

   Police Chief, Mike McConnell spoke regarding this item.

   A motion was made by Alderman Duran and seconded by Alderman Renteria to approve the resolution authorizing the Mayor to execute a Contract of Employment between the Town of Horizon City, Texas and Marco A. Vargas as Police Chief of the City Police Department of the Town of Horizon City. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

5. **Discussion and Action:**
   Presenter : Mayor/Assistant City Attorney
   On the appointment of Manuel Rico as Interim Police Chief and that the Mayor be authorized to execute a Contract of Employment between the Town of Horizon City, Texas and Manuel Rico as Interim Police Chief of the City Police Department of the Town of Horizon City.

   Police Chief, Mike McConnell spoke regarding this item.

A motion was made by Alderman Duran and seconded by Alderman Corral to approve the appointment of Manuel Rico as Interim Police Chief and that the Mayor be authorized to execute a Contract of Employment between the Town of Horizon City, Texas and Manuel Rico as Interim Police Chief of the City Police Department of the Town of Horizon City. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

6. **Executive Session**
The City Council of the Town of Horizon City reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices,) and 551.086 (Economic Development).

ADJOURNMENT

A motion was made by Alderman Corral and seconded by Alderman Renteria to adjourn at 6:08 PM.

Approved this _____ day of _____, 20__.

Attest:

_____
Elvia Schuller, City Clerk

_____
Ruben Mendoza, Mayor

Town of Horizon City
Capital Improvement Program

March 8, 2022

Council Meeting

Oxbow & Pawling Street Improvements

- Have begun coordinating with HRMUD's water line projects on Breaux and Oxbow
- Project will likely follow HRMUD project for improvements on Horizon Blvd., Breaux and Oxbow – mid 2022.
- Most recent information from HRMUD:
  - HRMUD award November 2021
  - Line installation on Pawling and Breaux through **April 2022**

Municipal Facilities – Phase 1

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

- Council approval of the letter of intent outlining loan conditions
- Updating engagement with bond counsel
- Bond ordinance
- USDA review of final plans and specifications – coordinating with consultant and USDA

Municipal Facilities – Phase 1

Rendering from Exigo Architecture – December 2020

Golden Eagle Park

Construction

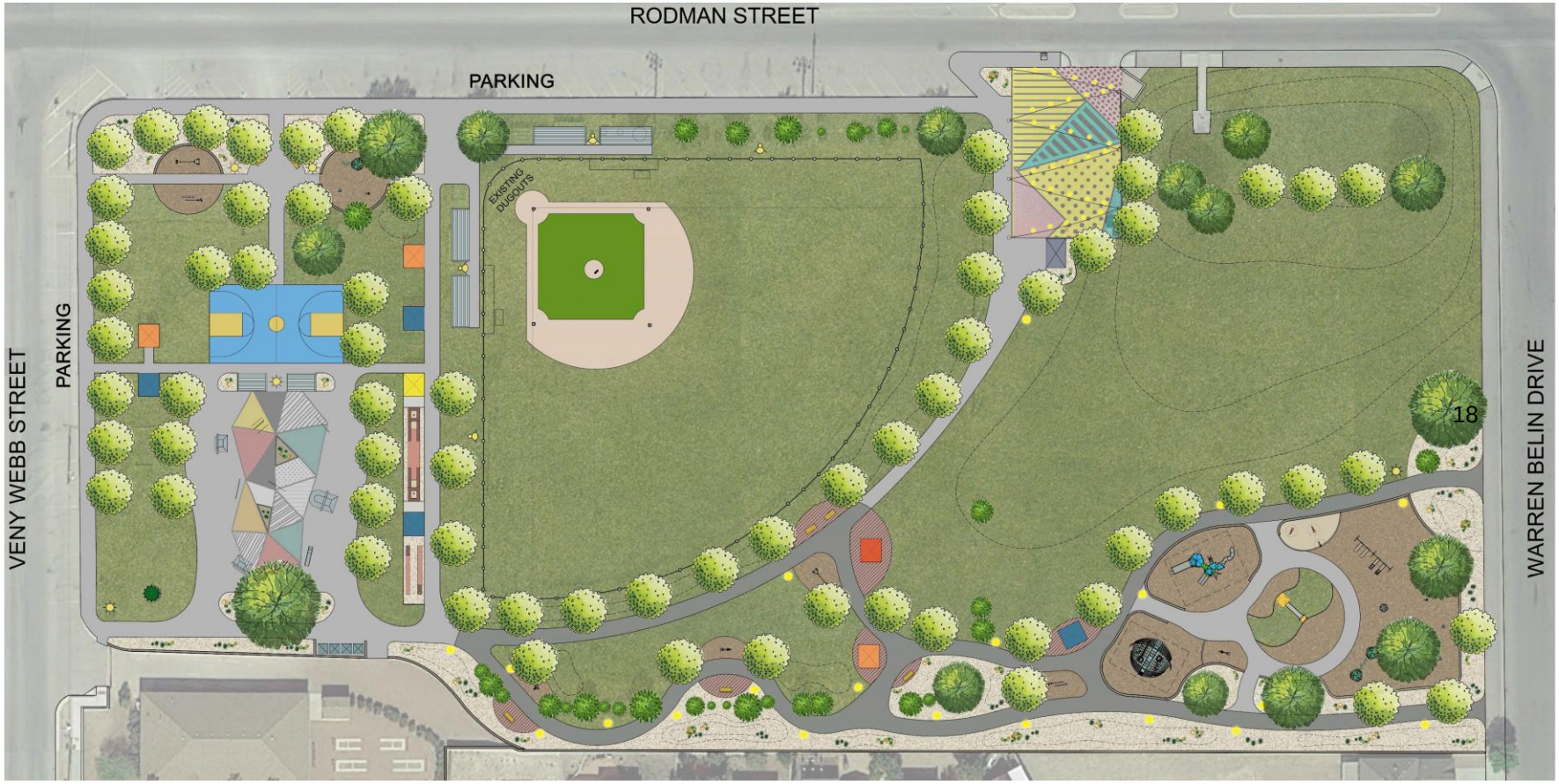
- Construction contract awarded September 16, 2019
- Construction Start – Fall 2019
- Contractual completion date – Fall 2020
- Reinstituting weekly meetings to address pending issues:
  - Pump operation
  - Sod
- Power to pump and pump assessment – March 7, 2022
- Proposing additional water service to new water park

Desmond Corcoran (Corky) Park

Construction

- Construction start – January 11, 2021
- Completion winter 2021/2022
- Contractor completed punchlist items
- Experiencing damage to irrigation heads – ATVs entering park
- Proposing bollards and gates to better manage entry of motorized vehicles
- Proposing locking mechanism for bathroom
- Time for completion will be adjusted for additional proposed work

Desmond Corcoran (Corky) Park



Benton/Ryderwood Dog Park

- Updating scope
- Scheduling design to begin in first calendar quarter of 2022

Regional Park

- Goal is to plan a regional facility that:
  - Meets Town's needs for park space;
  - Includes facilities and amenities that are sustainable; and
  - Fosters high value commercial development and activity in the vicinity

ADA Transition Plan

- Statements of qualifications have been received.
- In evaluation phase.

Street Maintenance Fund

2020 Street Maintenance Program

Maintenance efforts on

- N. Darrington
- Duanesburg from McMahon to S. Kenazo
- Acra

Striping on Darrington completed

Crack sealing continuing

Scheduled completion: April 2022

2021 Street Maintenance

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

- Breaux – to be packaged with Oxbow & Pawling

Federally- & State-Funded Project Updates

N. Darrington Reconstruction

- Environmental approval expected in February/March 2022
- Project scheduled for construction award in **FY 2023**
- Funding sources now include Coronavirus Response and Relief Supplemental Appropriations Act **(CRRSAA) –** reduces required local match
- Town staff continues working with TXDOT and design team to develop project
- Town staff and TXDOT working on Utility Coordination
- Staff developing funding options for gap between existing funding and project estimate.

N. Darrington Reconstruction - ROW

- Drainage requires property acquisition in TOD area
- Will prepare for acquisitions by
  - Coordinating with TXDOT for process to acquire parcels for pond and construction easements for storm sewer installation;
  - Procuring appraisal and review appraisal services
  - Procuring ROW professional and surveying services

Safety Projects

- S. Darrington Safety Lighting from Alberton to LTV Rd. – FY 2023
- Project start – mid-2023
- N. Kenazo Safety Lighting from Eastlake to Horizon Blvd. – FY 2022
- Project start – first quarter of calendar 2023

Delays in project starts are due to long lead times for lighting fixture poles.

TIRZ/TOD Update

TOD Updates

TOD Architectural Guidelines

Agreement with Able City to develop Architectural Guidelines presented to TIRZ Board for concurrence.

TOD Updates

2022 RAISE Grant

Notice of Funding Opportunity issued in late January with a due date of mid-April.

Staff planning to submit grant application for planning funds to design transportation elements.

- ✓ EDC Board has supported application
- ✓ Transportation Project Advisory Committee has recommended favorably – next step is Transportation Policy Board
- Presented to TIRZ Board – March 8, 2022
- Presented to City Council - March 8, 2022

Town of Horizon City
Capital Improvement Program

March 8, 2022

Council Meeting

TOWN OF HORIZON CITY
MEMORANDUM

Date: March 8, 2022

To: Honorable Mayor and Members of City Council

From: Albert Valle, Public Works Director

SUBJECT: That the City Council approve the Town of Horizon City's Phase II MS4 Annual Report for the 2021 calendar year and authorize the Mayor to sign the report and transmittal letter, all to be submitted to the Texas Commission on Environmental Quality.

The attached report is proposed to be submitted to the Texas Commission on Environmental Quality (TCEQ) in order to satisfy the annual reporting requirements, set by the Commission for those entities operating a municipal separate storm sewer system (MS4) management program.

The City's MS4 program was submitted in June of 2019 and is pending approval from TCEQ for the renewal of the next 5-year permit. The attached report describes the activities performed in the third year (2021 calendar year) of the pending permit.

After coordinating with TCEQ regarding the pending status of the submitted MS4, staff has determined that the report should be submitted, upon approval from City Council, in an effort to maintain compliance with the Commission's reporting requirements.

Staff recommends that the City Council accept the annual report as submitted and authorize the Mayor to sign the required documents that are to be submitted to TCEQ.

14999 Darrington Rd. Horizon City, Texas 79928 (915) 852-1046 Fax (915) 852-1005

RESOLUTION

WHEREAS, the Texas Commission on Environmental Quality (TCEQ) requires entities operating a municipal separate storm sewer system (MS4) management program to submit a report to satisfy the annual reporting requirements; and

WHEREAS, the Town of Horizon City's third MS4 program was submitted in June 2019, and its MS4 program is pending TCEQ approval for the renewal of the next 5-year permit; and

WHEREAS, City staff has prepared a Phase II (Small) MS4 Annual Report (TPDES General Permit Number TXR040000) which describes the activities performed in the Third Year (2021 calendar year) of the pending MS4 permit; and

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

That the Town of Horizon City's Phase II MS4 Annual Report (TPDES General Permit Number TXR040000) for the 2021 calendar year is approved, and the Mayor is authorized to sign the report and transmittal letter for submittal to the Texas Commission on Environmental Quality.

PASSED AND ADOPTED this_____day of_____, 2022.

THE TOWN OF HORIZON CITY

_____
Ruben Mendoza
Mayor

ATTEST:

_____
Elvia Schuller
City Clerk

APPROVED AS TO FORM:

_____
Theresa Cullen Cordova
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Michelle Garcia AICP, CNU-A
Planning Director

Phase II (Small) MS4 Annual Report Form

TPDES General Permit Number TXR040000

A. General Information

Authorization Number: TXR0400057

Reporting Year (year will be either 1, 2, 3, 4, or 5): ____3__

Annual Reporting Year Option Selected by MS4:

Calendar Year:__2021___

Permit Year:_2_____

Fiscal Year: _2021-2022___ Last day of fiscal year: (_09/30/2022_____)

Reporting period beginning date: (month/date/year) _01/01/2021_____

Reporting period end date: (month/date/year) __12/31/2021 _____

MS4 Operator Level: ___II_____ Name of MS4: Town of Horizon City_____

Contact Name: Albert Valle, CFM Telephone Number: 915-852-1046

Mailing Address: 14999 Darrington Road, Horizon City, TX 79928

E-mail Address: avalle@horizoncity.org

A copy of the annual report was submitted to the TCEQ Region: YES_✔_NO_

Region the annual report was submitted to: TCEQ Region _____6____

B. Status of Compliance with the MS4 GP and SWMP

1. Provide information on the status of complying with permit conditions: (TXR040000 Part IV.B.2)

	Yes	No	Explain
Permittee is currently in compliance with the SWMP as submitted to and approved by the TCEQ.	✔		
Permittee is currently in compliance with recordkeeping and reporting requirements.	✔		

Permittee meets the eligibility requirements of the permit (e.g., TMDL requirements, Edwards Aquifer limitations, compliance history, etc.).	✔		
Permittee conducted an annual review of its SWMP in conjunction with preparation of the annual report	✔		

2. Provide a general assessment of the appropriateness of the selected BMPs. You may use the table below to meet this requirement (**see Example 1 in instructions**):

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No and explain)
Please see attachment.		

3. Describe progress towards achieving the goal of reducing the discharge of pollutants to the MEP. If no progress was made or the BMP did not result in a reduction in pollutants, provide an explanation. Use the table below to meet this requirement (**see Example 2 in instructions**):

MCM	BMP	Information Used	Quantity	Units	Does the BMP Demonstrate a Direct Reduction in Pollutants? (Answer Yes or No and explain)
Please see attachment.					

4. Provide the measurable goals for each of the MCMs, and an evaluation of the success of the implementation of the measurable goals (**see Example 3 in instructions):**

MCM(s)	Measurable Goal(s)	Explain progress toward goal or how goal was achieved. If goal was not accomplished, please explain.
Please see attachment.		

C. Stormwater Data Summary

Provide a summary of all information used, including any lab results (if sampling was conducted) to assess the success of the SWMP at reducing the discharge of pollutants to the MEP. For example, did the MS4 conduct visual inspections, clean the inlets, look for illicit discharge, clean streets, look for flow during dry weather, etc.?

The Public Works Crew performs daily visual inspections of city streets to ensure their cleanliness. During the 2019 calendar year, no illicit discharges were identified.

Each identified outfall was visually inspected once during the 2019 calendar year and during dry and wet weather. No illicit discharges were identified.

The Public Works maintenance crew and the compliance inspector also conducted regular inspections of retention ponds to ensure that proper cleaning and maintenance is conducted by the maintenance contractor.

D. Impaired Waterbodies

Identify whether an impaired water within the permitted area was added to the latest EPA-approved 303(d) list or the Texas Integrated Report of Surface Water Quality for CWA Sections 305(b) and 303(d). List any newly-identified impaired waters below by including the name of the water body and the cause of impairment.

Not Applicable

1. If applicable, explain below any activities taken to address the discharge to impaired waterbodies, including any sampling results and a summary of the small MS4's BMPs used to address the pollutant of concern.

Not Applicable

2. Describe the implementation of targeted controls if the small MS4 discharges to an impaired water body with an approved TMDL.

Not Applicable

3. Report the benchmark identified by the MS4 and assessment activities:

Benchmark Parameter ***(Ex: Total Suspended Solids)***	**Benchmark Value**	**Description of additional sampling or other assessment activities**	**Year(s) conducted**
Not Applicable.			

4. Provide an analysis of how the selected BMPs will be effective in contributing to achieving the benchmark:

Benchmark Parameter	Selected BMP	Contribution to achieving Benchmark
Please see attachment.		

6. If applicable, report on focused BMPs to address impairment for bacteria:

Description of bacteria-focused BMP	Comments/Discussion
Not Applicable	

7. Assess the progress to determine BMP's effectiveness in achieving the benchmark.

   For example, the MS4 may use the following benchmark indicators:

   - number of sources identified or eliminated;

- number of illegal dumpings;
- increase in illegal dumping reported;
- number of educational opportunities conducted;
- reductions in sanitary sewer flows (SSOs); /or
- increase in illegal discharge detection through dry screening.

Benchmark Indicator	Description/Comments
Not Applicable	

E. Stormwater Activities

Describe activities planned for the next reporting year:

MCM(s)	BMP	Stormwater Activity	Description/Comments
Please see attachment.			

F. SWMP Modifications

1. The SWMP and MCM implementation procedures are reviewed each year.

✔ Yes____No

2. Changes have been made or are proposed to the SWMP since the NOI or the last annual report, including changes in response to TCEQ's review.

_____Yes__✔__No

If "Yes," report on changes made to measurable goals and BMPs:

MCM(s)	Measurable Goal(s) or BMP(s)	Implemented or Proposed Changes (Submit NOC as needed)
Not Applicable		

Note: If changes include additions or substitutions of BMPs, include a written analysis explaining why the original BMP is ineffective or not feasible, and why the replacement BMP is expected to achieve the goals of the original BMP.

3. Explain additional changes or proposed changes not previously mentioned (i.e. dates, contacts, procedures, annexation of land, etc.).

Not Applicable

G. Additional BMPs for TMDLs and I-Plans

Provide a description and schedule for implementation of additional BMPs that may be necessary, based on monitoring results, to ensure compliance with applicable TMDLs and implementation plans.

BMP	Description	Implementation Schedule (start date, etc.)	Status/Completion Date (completed, in progress, not started)
Not Applicable			

H. Additional Information

1. Is the permittee relying on another entity to satisfy any permit obligations?

___ Yes ✔ No

If "Yes," provide the name(s) of other entities and an explanation of their responsibilities (add more spaces or pages if needed).

Name and Explanation:

Not Applicable

2.a. Is the permittee part of a group sharing a SWMP with other entities?

___ Yes ✔ No

2.b. If "yes," is this a system-wide annual report including information for all permittees?

___ Yes ___ No

If "Yes," list all associated authorization numbers, permittee names, and SWMP responsibilities of each member (add additional spaces or pages if needed):

Authorization Number: _____ Permittee:_____

I. Construction Activities

1. The number of construction activities that occurred in the jurisdictional area of the MS4 (Large and Small Site Notices submitted by construction site operators):

_____20_____

2a. Does the permittee utilize the optional seventh MCM related to construction?

___ Yes _✔__ No

2b. If "yes," then provide the following information for this permit year:

The number of municipal construction activities authorized under this general permit	
The total number of acres disturbed for municipal construction projects	*Not applicable*

Note: *Though the seventh MCM is optional, implementation must be requested on the NOI or on a NOC and approved by the TCEQ.*

J. Certification

If this is this a system-wide annual report including information for all permittees, each permittee shall sign and certify the annual report in accordance with 30 TAC §305.128 (relating to Signatories to Reports).

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that

qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Name (printed): Ruben Mendoza Title: Mayor

Signature: _____ Date:_____

Name of MS4 Town of Horizon City

If you have questions on how to fill out this form or about the Stormwater Permitting program, please contact us at 512-239-4671.

Individuals are entitled to request and review their personal information that the agency gathers on its forms. They may also have any errors in their information corrected. To review such information, contact us at 512-239-3282.

Attachment for Section B, No. 2:
BMP Status

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.)
1: Public Education, Outreach, and Involvement	**1-1:** Educational materials and distribution	Yes, without teaching the public how to detect these activities, reporting cannot take place. The public is responsible for reporting illegal dumping and illicit discharges.
1: Public Education, Outreach, and Involvement	**1-2:** Articles in the *West Texas County Courier*	Yes, the *West Texas County Courier* reaches people that do not typically visit civic buildings or have children that are school age. The public is responsible for reporting illegal dumping and illicit discharges. Without teaching the public how to detect these activities, reporting cannot take place.
1: Public Education, Outreach, and Involvement	**1-3:** Horizon City website	Yes, this allows the public to be involved in Horizon City's Stormwater Management Program (SWMP). A copy of the SWMP is available on the town's website along other stormwater educational information.
1: Public Education, Outreach, and Involvement	**1-4:** Annual event or festival	Yes, the public is responsible for reporting illegal dumping and illicit discharges. Without teaching the public how to detect these activities, reporting cannot take place. Events allow a broad range of people to be educated, nformed and provides awareness.
1: Public Education, Outreach, and Involvement	**1-5:** Public notice for meetings	Yes, as this allows the public to be educated and involved in the SWMP.
1: Public Education, Outreach, and Involvement	**1-6:** Stormwater reporting telephone number	Yes, reductions in illegal dumping can reduce pollutants entering into the stormwater system. The public is responsible for reporting potential stormwater issues, including illegal dumping.
1: Public Education, Outreach, and Involvement	**1-7:** Annual public cleanup event	Yes, the public is responsible for reporting illegal dumping and illicit discharges. Without teaching the public how to detect these activities, reporting cannot take place. Events allow a broad range of people to be educated and informed. Horizon City did not host a cleanup event in 2021 due to Covid19 Pandemic and restrictions.

2: Illicit Discharge Detection and Elimination	**2-1:** Ordinance prohibiting illicit discharges	Yes, after daily inspections pollutants entering the storm water system were diminished.
2: Illicit Discharge Detection and Elimination	**2-2:** MS4 mapping	Yes, Updating the MS4 map allows for inspectors and code enforcement staff to inspect the correct areas. No additional outfalls were added during the past permit year.
2: Illicit Discharge Detection and Elimination	**2-3:** Staff training	Yes, training sessions on preventing illicit discharge, how to detect and eliminate such discharges allow a broad range of people to be educated, informed and brings awareness.
2: Illicit Discharge Detection and Elimination	**2-4:** System inspections	Yes, inspecting outfalls allows civic employees to detect illicit discharges in a timely manner. Inspections were performed and no signs of illicit discharges were reported.
2: Illicit Discharge Detection and Elimination	**2-5:** Public reporting of illicit discharges	Yes, a telephone number for the reporting of potential illicit discharges was established for public use and the number was advertised. Without the phone number the public would not know how to quickly report potential issues. No calls were received during the past permit year.
2: Illicit Discharge Detection and Elimination	**2-6:** On-site sewage disposal system	No activities were scheduled for the past permit year.

3: Construction Site Stormwater Runoff Control	**3-1:** Ordinance requiring construction site controls	Yes, Horizon City would not be able to review construction SWP3s without this requirement. This would allow the potential for ineffective construction pollution prevention controls.
3: Construction Site Stormwater Runoff Control	**3-2:** Plan review	Yes, proper SWP3s plan review ensures that contractors are aware of requirements and compliant. This decreases the potential for sediment loading into the stormwater system. Reviews include Residential Subdivisions/Commercial plans.
3: Construction Site Stormwater Runoff Control	**3-3:** Construction site inspections	Yes, SWP3 inspections of construction sites for compliance potentially decrease sediment loading into the stormwater system by ensuring that engineering controls and BMPs are working properly.
3: Construction Site Stormwater Runoff Control	**3-4:** Public reporting of construction discharges	Yes, illicit discharge indicators materials allow the public to be involved.
3: Construction Site Stormwater Runoff Control	**3-5:** Construction site operator education	Yes, proper control measures and informing operators of the requirements has the potential to reduce sediment loading from construction sites. Training will be provided to construction site operators and educational material.
3: Construction Site Stormwater Runoff Control	**3-6:** MS4 staff training	Yes, awareness training facilitates the identification of construction site discharges via inspection and enforcement training. Staff will continue to receive Stormwater, Floodplain Management and OSHA safety trainings. Certified Floodplain Manager CEC′S were renewed.

4: Post-Construction Stormwater Management in New Development	**4-1:** Ordinance requiring retention	Yes, the ordinance allows to enforce the construction of retention structures which decreases sediment loading during a rain event and reduces any flooding adverse impact throughout the community.
4: Post-Construction Stormwater Management in New Development	**4-2:** Construction inspection of retention structures	Yes, the construction of retention structures decrease sediment loading during a rain event as well as allow for a reduction in velocity. Three public pond were constructed and inspected.
4: Post-Construction Stormwater Management in New Development	**4-3:** Retention structure inventory	City pond list has been updated. Public pond inspections were performed. Improvement Plan record drawings are kept and show how the new ponds were constructed.
4: Post-Construction Stormwater Management in New Development	**4-4:** Maintenance of private retention structures	Inspections were performed and violations were corrected. Private retention pond list has been updated.
4: Post-Construction Stormwater Management in New Development	**4-5:** Maintenance of public retention structures	Yes, inspecting and maintaining retention structures decreases sediment loading within the stormwater system during rain events. Maintenance is completed on each pond at least once a year and an inspection of such maintenance is completed upon completion.

5: Pollution Prevention/ Good Housekeeping for Municipal Operations	**5-1:** Pollution prevention measures	Yes, facilities began preventing or reducing pollutants entering the stormwater system by implementing best practices. Regular inspections of backflow preventers, inlets, and other drainage infrastructure have been incorporated with the Public Works crew members to ensure that such structures are kept clear of debris and other pollutants. Facilities began preventing or reducing pollutants entering the stormwater system by implementing best practices.
5: Pollution Prevention/ Good Housekeeping for Municipal Operations	**5-2:** Employee training and education	Yes, employee training will continue to be provided accordingly. Training employees allows for a daily reduction of potential pollutants entering the stormwater system.
5: Pollution Prevention/ Good Housekeeping for Municipal Operations	**5-3:** Contractors SWMP compliance	Yes, Horizon City will contractually obligate contractors to comply with all stormwater control measures, pollution prevention measures, and facility-specific stormwater management operating procedures.
5: Pollution Prevention/ Good Housekeeping for Municipal Operations	**5-4:** Waste disposal procedures	Ongoing tracking of the type and amount of waste removed from the MS4 was conducted and information has been documented on the forms Waste Disposal Procedures for The Town of Horizon City. This helps keep track of the amount and type of waste that is present in the MS4.
5: Pollution Prevention/ Good Housekeeping for Municipal Operations	**5-5:** Vehicle maintenance	Routine vehicle and Equipment maintenance was conducted throughout the year and helps to reduce the amount of pollutants the entity's vehicles emit.

Attachment for Section B, No. 3:
Pollutant Reduction Analysis

MCM	BMP	Information Used	Quantity	Units	Does BMP Demonstrate a Direct Reduction in Pollutants? (Answer Yes or No, and explain.)
1: Public Education, Outreach, and Involvement	**1-7:** Host a "Keep Horizon City Beautiful" event	Trash and debris collected	0	Tons	Yes, trash and debris have the potential to house pollutants such as pesticides, herbicides, and animal wastes. During a rain event, stormwater can come in contact with the debris and these pollutants released into the waterways. Removing the items decreases the potential for these pollutants to come in contact with stormwater. Horizon City did not host a cleanup event in in 2021 due to Covid19 Pandemic and restrictions. 50
1: Public Education, Outreach, and Involvement	**1-7:** Host a "Keep Horizon City Beautiful" event	Used tires	0	Number of tires	Yes, used tires have the potential to house oil. During a rain event, stormwater can come in contact with the interior of the tire, where oil can be housed. The oil can be released into the stormwater, releasing a pollutant. Removing the tires decreases the potential for these pollutants to come in contact with stormwater. Horizon City did not host a cleanup event in in 2021 due to Covid19 Pandemic and restrictions.

2:	Illicit Discharge Detection and Elimination	**2-1:**	Ordinance prohibiting Illicit Discharges	Number of enforcement actions	5	Violations issued	Yes, ordinance allows for inspections to be conducted and enforcement actions taken. Associating a cost with illicit discharge helps dissuade violators.
2:	Illicit Discharge Detection and Elimination	**2-4:**	Visual inspections of outfalls	Number of times outfall was inspected	27	Inspections	Yes, discharges were not observed during the inspections. In effect, this shows a decrease in illicit discharges.
2:	Illicit Discharge Detection and Elimination	**2-4:**	Visual inspections of outfalls	Number of illicit discharges observed	0	Discharges	Yes, if a discharge was observed, the source of the release could be found easily and the illicit discharge would be addressed accordingly, improving water quality.
2:	Illicit Discharge Detection and Elimination	**2-5:**	Continue to distribute educational material to the community that includes the stormwater reporting telephone number	Number of calls received via stormwater reporting telephone number	0	Calls	No, the public should be afforded a reliable and simple way to contact the appropriate entity concerning stormwater issues. If the process is complex, the ability to report issues will decrease. The Town will continue to distribute educational material to the community.
3:	Construction Site Stormwater Runoff Control	**3-2:**	Continue to utilize the SWP3 Review Checklist for homebuilders, commercial, and residential development plans	Number of Grading and Clearing Permits Submitted	21	Plans submitted and reviewed	No, allows for a proactive approach, preventing illicit discharges. This is accomplished by performing inspections of required BMPs and engineering controls. The Town will continue to review homebuilders, commercial, and residential development plans.
3:	Construction Site Stormwater Runoff Control	**3-3:**	Implement construction site SWP3 inspection program	Number of inspections conducted	21	Inspections	Yes, allows for a proactive approach, preventing illicit discharges. This is accomplished by performing inspections of required BMPs and engineering controls. The Town will continue to inspect homebuilders, commercial, and residential development plans.

4:	Post-Construction Stormwater Management in New Development and Redevelopment	**4-2:**	Continue the construction inspection program to verify retention structures are built according to plans	Number of retention structure plans reviewed	3	Plans submitted and reviewed	No, allows for a proactive approach, preventing failures of the retention structures. Failures would allow elevated levels of sediment into the stormwater system, degrading water quality. The Town will continue to inspect construction inspection to verify retention structures are built per plans.
4:	Post-Construction Stormwater Management in New Development	**4-2:**	Construction inspection of retention structures	Number of inspections conducted	3	Inspections	Yes, the correct and approved retention structure will decrease sediment loading during a rain event. The Town will continue to inspect construction inspection to verify retention structures are built per plans.
4:	Post-Construction Stormwater Management in New Development and Redevelopment	**4-5:**	Post-construction stormwater management in new development	Number of inspections and maintenance activities	3	Inspections and maintenance activities	Yes, inspecting and maintaining retention structures decreases sediment loading within the stormwater system during rain events. The structures are inspected during the final walkthrough and will be re-inspected during the 1 year warranty walkthrough.

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Attachment for Section B, No. 4:
Measurable Goals Status

MCM(s)	Measurable Goal(s)	Explain progress toward goal or how goal was achieved
1: Public Education, Outreach, and Involvement	Publish two stormwater articles in the *Courier*, including one related to high-priority community-wide issues.	Goal Met. Two stormwater related articles were published in the Courier on 3-04-2021 and 8-5-2021
1: Public Education, Outreach, and Involvement	Post annual report and any newly developed stormwater related materials.	Goal Met. The annual report was presented to the City Council in March 9, 2021 and was uploaded as part of the agenda.
1: Public Education, Outreach, and Involvement	Distribute educational stormwater material at one festival or event.	Goal met. Distributed stormwater material for National Night Out event on October 5, 2021
1: Public Education, Outreach, and Involvement	Host a "Keep Horizon City Beautiful" event.	Goal Not met due to Covid19 Pandemic restrictions and staff safety.
2: Illicit Discharge Detection and Elimination	Add new outfalls to the MS4 Map that result from redevelopment	Goal met as the new outfalls were added due to drainage improvement as part of new development.
2: Illicit Discharge Detection and Elimination	Conduct annual in-house training for employees involved in illicit discharge detection	Goal Not met due to Covid19 Pandemic restrictions and staff safety. Employees were able to train and recertify as stormwater inspectors and plan reviewers virtually.
2: Illicit Discharge Detection and Elimination	Visually inspect each outfall for illicit discharges twice.	Goal met. Each outfall was inspected two times in June and December 2021.
2: On-Site Sewage Disposal System	Obtain a map of sewer coverage from HRMUD to determine where on-site sewage systems may exist.	Goal met. Map was created with information provided by the HRMUD and the District's engineer.

3: Construction Site Stormwater Runoff Control	Provide 8 to 16 hours of commercially available training in SWP3 review and inspection to new staff who perform these duties.	Goal Not met due to Covid19 Pandemic restrictions and staff safety. Employees were able to train and recertify as stormwater inspectors and plan reviewers virtually.
3: Construction Site Stormwater Runoff Control	Conduct 1-hour of in-house, construction stormwater awareness training for employees who visit construction sites.	Goal met as Employees were able to train and recertify as stormwater inspectors and plan reviewers virtually.
4: Post-Construction Stormwater Management in New Development and Redevelopment	Create a map of public and private retention structures within the corporate limits.	Goal Met. The map has been created to include a listing of all the retention structures. The map was created using this information in the 2018 program year and updated annually.
5: Pollution Prevention/ Good Housekeeping for Municipal Operations	Conduct self-inspection to determine if pollution prevention measures are effective and sufficient.	Goal Met. Inspections for vehicles and equipment was conducted throughout the 2021.
5: Pollution Prevention/ Good Housekeeping for Municipal Operations	Conduct 1-hour of in-house training on pollution prevention measures relevant to employees' duties.	Goal met as Employees were able to train and recertify as stormwater inspectors and plan reviewers virtually.
5: Pollution Prevention/ Good Housekeeping for Municipal Operations	Develop contract clauses and written procedures for ensuring Horizon City's contractors comply with requirements established by the SWMP.	Goal met. Forms were developed/updated for plan review and inspections of drainage infrastructure outfalls.

Attachment for Section E:
Stormwater Activities

MCM(s)	BMP	Stormwater Activity	Description/Comments
1: Public Education, Outreach, and Involvement	**1-1:** Educational materials and distribution	Continue to distribute existing educational material and newly developed material to the community, businesses, homebuilders, and construction companies.	Topics included, trash and debris, illegal dumping into the stormwater system, and pollutants that constrict and damage stormwater infrastructure.
1: Public Education, Outreach, and Involvement	**1-3:** Horizon City website	Continue to operate and maintain stormwater information on the Horizon City Website.	Will continue to update the Webpage monthly and links will be added on the website for people to access the SQPO along with an electronic copy of the SWMP.
1: Public Education, Outreach, and Involvement	**1-5:** Public notice for meetings	Post public notice when a stormwater item is on the City Council agenda.	Public notice will be published and updated on the City website and at City Hall as necessary.
1: Public Education, Outreach, and Involvement	**1-6:** Stormwater reporting telephone number	Continue to include information about the Stormwater Reporting Telephone Number in educational materials.	The phone number included on the materials is 877-ID-FLOWS (877-433-5697).
2: Illicit Discharge Detection and Elimination	**2-1:** Ordinance prohibiting illicit discharges	Continue enforcing discharge prohibitions and tracking enforcement actions.	The SQPO will be reviewed and revised to meet the requirements of Part III.A.3.(a) of the Small MS4 General Permit
2: Illicit Discharge Detection and Elimination	**2-5:** Public reporting of illicit discharges	Continue to distribute educational material to the community that includes the Stormwater Reporting Telephone Number.	Educational materials publicizing the phone number include information about the types of discharges that are prohibited will generated.
3: Construction Site Stormwater Runoff Control	**3-1:** Ordinance requiring construction site controls	Continue to utilize the SQPO to reduce the discharge of pollutants from construction sites.	The SQPO is a means to reduce pollutants entering the MS4 from construction activities.
3: Construction Site Stormwater Runoff Control	**3-2:** Plan review	Continue to utilize the SWP3 review checklist for homebuilders, commercial and residential development plans.	Review includes verifying that a SWP3 is in the plan set by utilizing a review checklist.

3: Construction Site Stormwater Runoff Control	**3-3:** Construction site inspections	Continue to implement the construction site SWP3 inspection program.	Inspections will be conducted compliance and additional inspections will be conducted based on reports and complaints.
3: Construction Site Stormwater Runoff Control	**3-4:** Public reporting of construction discharges	Continue responding to public reports.	The stormwater reporting telephone number will continue to be publicized to facilitate reporting of problems the public observes at construction sites.
3: Construction Site Stormwater Runoff Control	**3-5:** Construction site operator education	Continue to distribute educational material during plan submittal and request for a building permit.	Educational material will continue to be distributed to all building permit applicants.
4: Post-Construction Stormwater Management in New Development	**4-1:** Ordinance requiring retention	Continue to utilize ordinances to require retention structures that are designed to meet Horizon City's standards.	The retention must be designed with capacity to hold both the volume of stormwater generated by a 100 year Storm (one percent probability storm event) and a 10-year accumulation of silt.
4: Post-Construction Stormwater Management in New Development	**4-2:** Construction inspection of retention structures	Continue the construction inspection program to verify retention structures are built according to plans.	Construction inspector does not accept the development or redevelopment as final unless the retention structure is constructed according to the plans.
4: Post-Construction Stormwater Management in New Development	**4-5:** Maintenance of public retention structures	Continue implementing inspection and maintenance of public retention structures on a 10-year cycle.	Structures are to be regularly inspected for maintenance and to perform maintenance on the structures, as needed.
5: Pollution Prevention/ Good Housekeeping for Municipal Operations	**5-4:** Waste Disposal Procedures	Continue to manage and track waste removed from the MS4.	The developed forms will be used to track the types and quantities of waste being removed.
5: Pollution Prevention/ Good Housekeeping for Municipal Operations	**5-5:** Vehicle maintenance	Continue to perform maintenance of municipal cars and light duty trucks only at authorized commercial facilities.	No maintenance of vehicles or equipment is allowed on municipal property; vehicles and equipment are taken to an authorized facility.

TOWN OF HORIZON CITY
MEMORANDUM

Date: March 3, 2022

To: Honorable Mayor and Members of City Council

From: Michelle Padilla, Planning Director

SUBJECT: On a Resolution authorizing the Mayor to sign a Fourth Amendment to the Agreement for On-Call Appraisal Services with Wilkinson, Pendergras, & Beard, L.P. to extend the term for an additional two years until March 31, 2024 and to add verification and representation provisions.

On March 28, 2014, the City entered into an agreement for on-call appraisal services with two appraisal firms: Hoover Appraisal and Wilkinson, Pendergras, & Beard, L.P. Both firms were selected based on their qualifications to perform such services.

On February 9, 2016, the City Council approved an amendment to each agreement to extend the terms for an additional two years. A second amendment to each agreement to extend for an additional two years was approved by the City Council on March 13, 2018. The City Council approved a third amendment extending the term to March 31, 2022 on February 11, 2020.

These services have been utilized for property acquisition required for the Capital Improvement Program (CIP) projects and other non-CIP projects. It is important that the City retain access to such services for the remainder of the CIP in order to be able to respond in a timely manner and continue the projects' progress.

Staff is recommending that each agreement be extended for an additional two years with an expiration date of March 31, 2024.

14999 Darrington Rd. Horizon City, Texas 79928 (915) 852-1046 Fax (915) 852-1005

RESOLUTION

WHEREAS, on March 28, 2014, the Town of Horizon City and Wilkinson, Pendergras & Beard, LP entered into an Agreement for On-Call Appraisal Services (the "Agreement"), and the Agreement was amended on March 15, 2016, March 13, 2018, and March 11, 2020, which extended the term of the Agreement until March 31, 2022; and

WHEREAS, on Aug. 2, 2021, the Appraiser filed a Certificate of Amendment with the Texas Secretary of State to amend its name from Wilkinson, Pendergras & Beard, LP to Wilkinson, Pendergras & Associates, LP; and

WHEREAS, the Parties desire to extend the term of the Agreement for an additional two (2) year period until March 31, 2024 and to add verification and representation provisions to the Agreement.

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

That the Mayor be authorized to sign the Fourth Amendment to the Agreement for On-Call Appraisal Services by and between the Town of Horizon City and Wilkinson, Pendergras & Associates, LP, formerly known as Wilkinson, Pendergras & Beard, LP, to extend the term for an additional two (2) year period until March 31, 2024, and to add verification and representation provisions.

PASSED AND ADOPTED this_____day of_____, 2022.

THE TOWN OF HORIZON CITY

_____

Ruben Mendoza
Mayor

ATTEST:

_____

Elvia Schuller
City Clerk

APPROVED AS TO FORM:

Theresa Cullen Cordova

Theresa Cullen Cordova
Assistant City Attorney

APPROVED AS TO CONTENT:

_____

Michelle Garcia AICP, CNU-A
Planning Director

FOURTH AMENDMENT TO THE AGREEMENT FOR ON-CALL APPRAISAL SERVICES

This Fourth Amendment to the Agreement for On-Call Services is made and entered into as of the _____ day of _____, 2022, by and between the TOWN OF HORIZON CITY, a home rule municipal corporation, (the "City") and WILKINSON, PENDERGRAS & ASSOCIATES, LP, formerly known as Wilkinson, Pendergras & Beard, LP, (the "Appraiser") for good and adequate consideration.

WHEREAS, on March 28, 2014, the City and the Appraiser entered in an Agreement for On-Call Appraisal Services (the Agreement"), and the Agreement was amended on March 15, 2016, March 13, 2018, and March 11, 2020 (the "Amendments") which extended the term of the Agreement until March 31, 2022; and

WHEREAS, on Aug. 2, 2021,the Appraiser filed a Certificate of Amendment with the Texas Secretary of State to amend its name from Wilkinson, Pendergras & Beard, LP to Wilkinson, Pendergras & Associates, LP; and

WHEREAS, the Parties desire to extend the Agreement for an additional two (2) year period.

NOW, THEREFORE, the City and the Appraiser agree to revise the Agreement as follows.

1. ARTICLE 2, Services and Term of the Agreement, of the Agreement is hereby amended in its entirety to read as follows:

ARTICLE 2. Services and Term of the Agreement. This Agreement shall consist of the provisions set forth under this Agreement for On-Call Appraisal and the terms and conditions set forth under the Legal Notices in the Request for Qualifications for On-Call Real Estate Appraisal Services, which are incorporated herein as if fully set forth herein, and shall take effect on the date written first above and shall continue in effect until March 31, 2024, unless mutually extended by written agreement of both parties or terminated as provided in Article10.

2. The Agreement is hereby amended to add the following Articles:

ARTICLE 14. Texas Tort Claims Act. The Appraiser expressly agrees that, in all things relating to this Agreement, the City is performing a governmental function, as defined by the Texas Tort Claims Act. The Appraiser further expressly agrees that every act or omission of the City, which, in any way, pertains to or arises out of this Agreement falls within the definition of a governmental function.

ARTICLE 15. Energy Company Boycotts. The Appraiser represents and warrants that: (1) it does not, and will not for the duration of the Agreement, boycott energy companies; or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Agreement. If circumstances relevant to this provision change during the course of the Agreement, the Appraiser shall promptly notify the City.

ARTICLE 16. Firearm Entities and Trade Associations Discrimination. The Appraiser verifies that: (1) it does not, and will not for the duration of the Agreement, have a practice, policy, guidance, or directive

that discriminates against a firearm entity or firearm trade association; or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Agreement. If circumstances relevant to this provision change during the course of the Agreement, the Appraiser shall promptly notify the City.

ARTICLE 17. Foreign Terrorist Organizations. The Appraiser represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

ARTICLE 18. Entities that Boycott Israel. The Appraiser represents and warrants that: (1) it does not, and shall not for the duration of the Agreement, boycott Israel; or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Agreement. If circumstances relevant to this provision change during the course of the Agreement, the Appraiser shall promptly notify the City.

3. Except as set forth in this Fourth Amendment, the Agreement and its Amendments shall continue in full force and effect. If there is conflict between this Amendment and the Agreement or its Amendment, the terms of this Fourth Amendment will prevail.

EXECUTED in El Paso, El Paso County, Texas.

THE TOWN OF HORIZON CITY

By: _____
Ruben Mendoza, Mayor

APPROVED AS TO FORM:

Theresa Cullen Cordova

Theresa Cullen Cordova
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Michelle Garcia, AICP, CNU-A
Planning Director

WILKINSON, PENDERGRAS &
ASSOCIATES, LP, formerly known as
WILKINSON, PENDERGRAS & BEARD, LP

By_____

Printed Name_____

Title_____

TOWN OF HORIZON CITY
MEMORANDUM

Date: March 3, 2022

To: Honorable Mayor and Members of City Council

From: Michelle Padilla, Planning Director

SUBJECT: On a Resolution authorizing the Mayor to sign a Fourth Amendment to the Agreement for On-Call Appraisal Services with Hoover Appraisal Company to extend the term for an additional two years until March 31, 2024 and to add verification and representation provisions.

On March 28, 2014, the City entered into an agreement for on-call appraisal services with two appraisal firms: Hoover Appraisal and Wilkinson, Pendergras, & Beard, L.P. Both firms were selected based on their qualifications to perform such services.

On February 9, 2016, the City Council approved an amendment to each agreement to extend the terms for an additional two years. A second amendment to each agreement to extend for an additional two years was approved by the City Council on March 13, 2018. The City Council approved a third amendment extending the term to March 31, 2022 on February 11, 2020.

These services have been utilized for property acquisition required for the Capital Improvement Program (CIP) projects and other non-CIP projects. It is important that the City retain access to such services for the remainder of the CIP in order to be able to respond in a timely manner and continue the projects' progress.

Staff is recommending that each agreement be extended for an additional two years with an expiration date of March 31, 2024.

14999 Darrington Rd. Horizon City, Texas 79928 (915) 852-1046 Fax (915) 852-1005

RESOLUTION

WHEREAS, on March 28, 2014, the Town of Horizon City and Hoover Appraisal Company entered into an Agreement for On-Call Appraisal Services (the "Agreement"), and the Agreement was amended on March 15, 2016, March 13, 2018, and March 11, 2020, which extended the term of the Agreement until March 31, 2022; and

WHEREAS, the Parties desire to extend term of the Agreement for an additional two (2) year period until March 31, 2024 and to add verification and representation provisions to the Agreement.

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

That the Mayor be authorized to sign the Fourth Amendment to the Agreement for On-Call Appraisal Services by and between the Town of Horizon City and Hoover Appraisal Company to extend the term for an additional two (2) year period until March 31, 2024 and to add verification and representation provisions.

PASSED AND ADOPTED this_____day of_____, 2022.

THE TOWN OF HORIZON CITY

_____
Ruben Mendoza
Mayor

ATTEST:

_____
Elvia Schuller
City Clerk

APPROVED AS TO FORM:

Theresa Cullen Cordova

Theresa Cullen Cordova
Assistant City Attorney

APPROVED AS TO CONTENT:

Michelle Garcia AICP, CNU-A
Planning Director

FOURTH AMENDMENT TO THE AGREEMENT FOR ON-CALL APPRAISAL SERVICES

This Fourth Amendment to the Agreement for On-Call Services is made and entered into as of the _____ day of _____, 2022, by and between the **TOWN OF HORIZON CITY,** a home rule municipal corporation, (the "City") and **HOOVER APPRAISAL COMPANY**, (the "Appraiser") for good and adequate consideration.

WHEREAS, on March 28, 2014, the City and the Appraiser entered into an Agreement for On-Call Appraisal Services (the "Agreement"), and the Agreement was amended on March 15, 2016, March 13, 2018, and March 11, 2020 (the "Amendments") which extended the term of the Agreement until March 31, 2022; and

WHEREAS, the Parties desire to extend the term of the Agreement for an additional two (2) year period until March 31, 2024 and to add verification and representation provisions to the Agreement.

NOW, THEREFORE, the City and the Appraiser agree to revise the Agreement as follows.

1. ARTICLE 2, Services and Term of the Agreement, of the Agreement is hereby amended in its entirety to read as follows:

ARTICLE 2. Services and Term of the Agreement. This Agreement shall consist of the provisions set forth under this Agreement for On-Call Appraisal and the terms and conditions set forth under the Legal Notices in the Request for Qualifications for On-Call Real Estate Appraisal Services, which are incorporated herein as if fully set forth herein, and shall take effect on the date written first above and shall continue in effect until March 31, 2024, unless mutually extended by written agreement of both parties or terminated as provided in Article10.

2. The Agreement is hereby amended to add the following Articles:

ARTICLE 14. Texas Tort Claims Act. The Appraiser expressly agrees that, in all things relating to this Agreement, the City is performing a governmental function, as defined by the Texas Tort Claims Act. The Appraiser further expressly agrees that every act or omission of the City, which, in any way, pertains to or arises out of this Agreement, falls within the definition of a governmental function.

ARTICLE 15. Energy Company Boycotts. The Appraiser represents and warrants that: (1) it does not, and will not for the duration of the Agreement, boycott energy companies; or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Agreement. If circumstances relevant to this provision change during the course of the Agreement, the Appraiser shall promptly notify the City.

ARTICLE 16. Firearm Entities and Trade Associations Discrimination. The Appraiser verifies that: (1) it does not, and will not for the duration of the Agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Agreement. If circumstances

relevant to this provision change during the course of the Agreement, the Appraiser shall promptly notify the City.

ARTICLE 17. Foreign Terrorist Organizations. The Appraiser represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

ARTICLE 18. Entities that Boycott Israel. The Appraiser represents and warrants that: (1) it does not, and shall not for the duration of the Agreement, boycott Israel; or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Agreement. If circumstances relevant to this provision change during the course of the Agreement, the Appraiser shall promptly notify the City.

3. Except as set forth in this Fourth Amendment, the Agreement and its Amendments shall continue in full force and effect. If there is conflict between this Amendment and the Agreement or its Amendment, the terms of this Fourth Amendment will prevail.

EXECUTED in El Paso, El Paso County, Texas.

THE TOWN OF HORIZON CITY

By: _____
Ruben Mendoza, Mayor

APPROVED AS TO FORM:

_____
Theresa Cullen Cordova
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Michelle Garcia, AICP, CNU-A
Planning Director

HOOVER APPRAISAL COMPANY

By_____

Printed Name_____

Title_____

RESOLUTION

That the Mayor and City Council of the Town of Horizon City support the grant application the University of Texas at El Paso's Aerospace Center is submitting to the U.S. Economic Development Administration's Build Back Better Regional Challenge on behalf of the West Texas Aerospace and Defense Manufacturing Coalition;

That the Mayor and City Council of the Town of Horizon City approve the commitment of the Horizon City Economic Development Corporation to contribute 20% of the costs associated with providing 3,600 sq. ft of office space at 287 S. Darrington Road, Horizon City, Texas to be used by the West Texas Aerospace and Defense Manufacturing Coalition for a period of five years if the grant is received and UTEP's Aerospace Center provides the remaining 80% of the expenses;

The Mayor is authorized to sign and send a letter of support to the U.S. Economic Development Administration supporting the grant application and indicating the Town of Horizon City and the Horizon City EDC will use their best efforts to find additional funding to provide space for the West Texas Aerospace and Defense Manufacturing Coalition after the term of the U.S. Economic Development Administration's Build Back Better Regional Challenge Grant has expired.

Passed and approved by the City Council of the Town of Horizon City the _____ day of March 2022.

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

TOWN OF HORIZON CITY
MEMORANDUM

Date: March 3, 2022

To: Honorable Mayor and Members of City Council

From: Michelle Padilla, Planning Director

SUBJECT: On resolution authorizing the Mayor to sign an Agreement between the Town of Horizon City, Texas and the El Paso Centennial Lions Club, Inc. for a Christmas Tree Lighting Ceremony on Dec. 2, 2022, and a Christmas Parade on Dec. 3, 2022, and under the terms of the Agreement, the City Council finds that the promotion and conducting of these events will provide cultural and recreational activities for the residents and visitors of the City and the City is willing to expend the funds to pay for the costs of the time for City staff and police, traffic control assistance, and cleanup costs for the events.

On February 8, 2022, the City Council approved a request from the Centennial Lion's Club to allow for the City to provide in-kind services for the annual Christmas Tree Lighting Ceremony on December 2, 2022 and the annual Christmas Parade on December 3, 2022. Such services include the use of City personnel and vehicles to assist with traffic and crowd control and the provision for traffic control device and cleaning services.

The attached agreement establishes and details the in-kind services that the City will be providing and the term of the agreement only covers the two subject events that are to occur on December 2nd and 3rd of 2022.

Staff recommends approval of the attached agreement.

14999 Darrington Rd. Horizon City, Texas 79928 (915) 852-1046 Fax (915) 852-1005

RESOLUTION

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

That the Mayor be authorized to sign an Agreement between the Town of Horizon City, Texas and the El Paso Centennial Lions Club, Inc. for a Christmas Tree Lighting Ceremony on Dec. 2, 2022, and a Christmas Parade on Dec. 3, 2022, and under the terms of the Agreement, the City Council finds that the promotion and conducting of these events will provide cultural and recreational activities for the residents and visitors of the City and the City is willing to expend the funds to pay for the costs of the time for City staff and police, traffic control assistance, and clean up costs for the events.

Passed and adopted this ____day of _____, 2022.

TOWN OF HORIZON CITY

By:_____
Ruben Mendoza, Mayor

ATTEST:

_____
Elvia Schuller
Secretary

APPROVED AS TO FORM:

Theresa Cullen Cordova
Theresa Cullen Cordova
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Michelle Garcia, AICP, CNU-A
Planning Director

STATE OF TEXAS)
) **AGREEMENT**
COUNTY OF EL PASO)

This Agreement is made and entered into as of the _____ day of _____, 2022, by and between the Town of Horizon City, a municipal corporation organized and existing under the laws of the State of Texas (the "City"), and the El Paso Centennial Lions Club, Inc., a 501(c)(3) non-profit organization (the "Contractor").

WHEREAS, the Contractor is a sponsor of a Christmas Tree Lighting Ceremony to be held on Friday, Dec. 2, 2022, and a Christmas Parade to be held on Saturday, Dec. 3, 2022 (the "Event"); and

WHEREAS, the Contractor will apply for a Special Events Permit pursuant to Article 1.1 of the Horizon City Municipal Code to hold the Event, in part, on the City streets and at the Oz Glaze Senior Center; and

WHEREAS, the City estimates that twenty-four (24) police officers and four (4) other City personnel and twenty (20) police vehicles and four (4) Public Works Department vehicles will be needed to provide adequate assistance in traffic control, and street signs, detours, and traffic barrels will be needed, as well as services from the City's grounds maintenance contractor; and

WHEREAS, the City Council finds that the promotion and conducting of the Event will provide cultural and recreational activities for the residents and visitors of the City and as such, constitutes an important public purpose of benefit to the City and citizens of the Town of Horizon City for which the City is willing to expend the funds to pay for the costs of the time for City staff as well as traffic control signs and barrels and contractor clean-up for the Event.

NOW, THEREFORE, in consideration of the promises and mutual agreements hereinafter set forth, the Parties do mutually agree as follows:

1. **DURATION AND SCOPE**. The Contractor agrees to conduct its Event and assist in the promotion of goodwill on Dec. 2-3, 2022 in accordance with any permit issued to it by the City. The City anticipates that a total of twenty-four (24) police officers and four (4) other City personnel and twenty (20) police vehicles and four (4) Public Works Department vehicles will be needed to provide adequate assistance in traffic control in a manner determined by the City's Police Chief and the City's Planning Director. In addition, street signs, detours and traffic barrels will be needed as well as the services of the City's ground maintenance contractor will be needed for clean up after the Event.

2. **CONSIDERATION**. The City shall provide the necessary funds to cover the costs of the traffic control assistance, as determined by the Police Chief and the City's Planning Director. At present, the costs are estimated to be $3,200.00 in overtime for the Police Department, $570.00

in overtime for Street Department, $1,400.00 for street signs, detours and traffic barrels, and $200.00 for grounds maintenance cleanup.

3. **LEGAL RELATIONSHIP**. Nothing in this Agreement shall be construed as creating a legal relationship of co-sponsorship or responsibility for the promotion, conducting, or operation of the Event on the part of the City. The Contractor is an independent contractor, and nothing herein shall be construed as creating the relationship of employer and employee or principal and agent between the Parties. In addition, it is expressly understood and agreed by and between the Parties that the Contractor is not an officer, agent, or employee of the City and is not subject to the direct or continuous supervision and control of the City. The City and the Contractor acknowledge and agree that the Parties have not formed, and are not hereby forming, a partnership, joint venture, or any other similar entity, and this Agreement is not intended, and shall not be construed, to create any such entity or relationship.

4. **RELEASE AND INDEMNIFICATION**. THE CONTRACTOR HEREBY RELEASES AND FOREVER DISCHARGES THE CITY FROM ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS, OR CAUSES OF ACTION, WHETHER ON ACCOUNT OF PERSONAL INJURY, DEATH, OR DAMAGE TO PROPERTY, RESULTING FROM OR CAUSED BY OR ARISING OUT OF NEGILIGENCE OF THE CONTRACTOR WHILE THE CONTRACTOR IS PROMOTING, CONDUCTING, OR OPERATING THE EVENT, OR WHICH ARE CAUSED BY OR ARISE FROM THE FAILURE OF THE CONTRACTOR TO ABIDE BY APPROPRIATE LAWS, RULES, AND REGULATIONS. THE CONTRACTOR FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY FROM ANY SUCH CLAIMS, CAUSES OF ACTION OR DEMANDS, INCLUDING SUBROGATION, NOW OR IN THE FUTURE, DUE TO THE CONDUCTING OF OR PARTICIPATION BY PERSONS IN THE EVENT, INCLUDING, BUT NOT LIMITED TO, CLAIMS, DEMANDS, DAMAGES, ACTIONS, OR CAUSES OF ACTION FROM OR BY ANY PARTICIPANT, SPECTATOR, SPONSOR, VOLUNTEER, OR PAID WORKER PASSERBY.

5. **EQUIPMENT**. All equipment used by the Contractor shall be maintained in satisfactory working condition. Equipment used shall not be used in any manner that may cause injury to any persons or to the property of the City or third parties.

6. **SAFETY**. The Contractor shall comply with all applicable laws, ordinances, and regulations and shall encourage its participants in the Event to comply with all applicable laws, ordinances, and regulations. The Contractor shall exercise every precaution for the safety of public and private property and persons.

7. **DISCRIMINATION**. The Contractor, its officers, agents, servants, employees, volunteers, and third parties, will not discriminate on account of race, color, religion, sex, or national origin, nor will it permit or allow any discrimination in the work done pursuant to this Agreement.

8. **NON-RELIGIOUS ACTIVITIES.** The Contractor will conduct its Event, insofar as it may involve the City, in a manner that is exclusively non-religious in nature and scope; there will be no religious services, proselytizing, instruction, or any other religious influences in connection

with the Event insofar as it may involve the City. There will be no religious discrimination in terms of employment or benefits provided in the conducting of the Event insofar as it may involve the City. The Contractor shall not represent that the City is in support of or in favor of any religious services, proselytizing, instruction, or any other religious influences in connection with the Event.

9. **HANDICAPPED ACCESSIBILITY STANDARDS**. The Contractor agrees, that in the performance of this Agreement, that it will comply with the American with Disabilities Act ("ADA"), as may be required by law.

10. **COMPLIANCE WITH LAWS.** The Contractor shall comply with all applicable federal, state, and local law and regulations, all City ordinances, and all codes and regulations. Failure to do so in any manner which materially impairs the quality of performance hereunder shall constitute a material breach of this Agreement.

11. **TERMINATION.**

A. Termination by mutual consent. The Parties may terminate this Agreement by mutual consent upon such terms as they may agree in writing.

B. Time of Performance Termination-Force Majeure. No Party to this Agreement will be liable for failure to comply with any term of this Agreement when such failure is caused by an event of war, fire, earthquake, flood, strike, any law, rule or regulation, or act of governmental authority, or any other act, event, cause, or occurrence rendering a Party to this Agreement unable to perform its obligations, which is not within its reasonable control. The Party affected by such event will immediately notify the other Party in writing.

C. Termination Shall not be Construed as Release. Termination by any Party shall not be construed as a release of any claims that may be lawfully asserted against the terminating Party. Upon termination of this Agreement, except as otherwise provided herein, all duties and obligations of the Parties to this Agreement shall cease.

12. **AVAILABILITY OF FUNDS.** This Agreement is dependent upon the availability of funding. In the event that City funds are not available, this Agreement may be terminated, or the City's participation may be amended. A thirty (30) day written notice will be given to the Contractor and there will be no penalty nor removal charges incurred by the City.

13. **SEVERABILITY.** If any part of this Agreement or its application to any person or circumstance is held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the Parties agree that they will cooperate to amend or revise this Agreement to accomplish, to the greatest degree practical, the same purpose as the part determined to be invalid or unconstitutional. It is the intent of the Parties to preserve and protect, to the maximum extent possible, the Parties' contractual rights and benefits under this Agreement.

14. **NOTICES.** Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the Party to be notified and with all charges prepaid; (ii) by depositing it with a service guaranteeing "next day delivery",

addressed to the Party to be notified and with all charges prepaid; or (iii) by personally delivering it to the Party, or any agent of the Party listed in this Agreement. Notice will be effective only when received. For purposes of notice, the addresses of the Parties will, until changed as provided below, be as follows:

CITY:	Town of Horizon City Attn: Mayor 14999 Darrington Road Horizon City, Texas 79928
Copy to:	Town of Horizon City Attn: Planning Director 14999 Darrington Road Horizon City, Texas 79928
CONTRACTOR:	El Paso Centennial Lions Club, Inc. Attn: Judi Verslype, Secretary 13007 Emerald Springs Lane Horizon City, Texas 79928

A Party may change its respective address for notice to any other address within the United States of America by giving at least five (5) calendar days' written notice to the other Parties. Any Party may, by giving at least five (5) calendar days' written notice to the other Parties, designate additional parties to receive copies of notices under this Agreement.

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

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

17. **INTERESTED PARTIES.** The Contractor acknowledges that Section 2252.908 of the Texas Government Code requires disclosure of certain matters by certain business entities, including a sole proprietorship, partnership, or corporation, but not including individual persons, entering into a contract with the City. The Contractor understands and agrees, if such disclosure is required under Chapter 2252 of the Texas Government Code, the City may not enter into this Agreement until the City has received any required completed and signed Texas Ethics Commission (TEC) Form 1295 with a certificate number assigned by the TEC, pursuant to Texas Government Code Section 2252.908 and the rules promulgated thereunder by the TEC. The Contractor understands that failure to provide said form, if required, complete with a certificate number assigned by the TEC, may prohibit the City from entering this Agreement. Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed, and provided to the City. The City does not have the ability to verify the information included in a TEC Form 1295.

18. **CHAPTER 2271 REPRESENTATION.** If required under Chapter 2271 of the Texas Government Code, the Contractor represents and warrants that, at the time of execution and delivery of this Agreement, neither the Contractor, nor any wholly-owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same that exists to make a profit, if any, boycotts Israel or will boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section

2271.002, Texas Government Code, and to the extent such Section does not contravene applicable federal law. As used in the foregoing verification, "boycotts Israel" and "boycott Israel" mean refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Contractor and exists to make a profit. This section does not apply to an individual person or the Contractor which is a sole proprietorship and/or which has less than ten (10) full-time employees.

19. **CHAPTER 2252 REPRESENTATION.** If required under Chapter 2252 of the Texas Government Code, the Contractor represents and warrants that, neither the Contractor, nor any wholly-owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same that exists to make a profit, if any, are companies identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Sections 2252.153 or 2270.0201, Texas Government Code, and posted on the following pages of such officer's internet website:

https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf,
https://comptroller.texas.gov/purchasing/docs/iran-list.pdf,
https://comptroller.texas.gov/purchasing/docs/fto-list.pdf.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Contractor and each parent company, wholly or majority-owned subsidiaries, and other affiliates of the same that exist to make a profit, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan, Iran, or a foreign terrorist organization. The Contractor understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Contractor and exists to make a profit. This section only applies to a "company," as defined in Section 2252.151, Texas Government Code, and does not apply to an individual person.

20. **CHAPTER 2274 REPRESENTATION.** If required under Chapter 2274 of the Texas Government Code, the Contractor verifies that it and its parent companies, wholly or majority-owned subsidiaries, and other affiliates do not boycott energy companies and, to the extent this Agreement is a contract for goods or services, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002 (as added by Senate Bill 13 in the 87th Legislature, Regular Session), Texas Government Code, and to the extent such Section does not contravene applicable federal or Texas law. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. The Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Contractor within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

21. **CAPACITY TO EXECUTE.** Any representatives executing this Agreement on behalf of any other entity, each independently represent, warrant, and contract individually that he or she possesses the right and actual authority, as defined by law, to execute this Agreement and thereby fully bind the Party represented to the terms and obligations contained herein.

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

EXECUTED in El Paso, El Paso County, Texas.

TOWN OF HORIZON CITY

By: _____
Ruben Mendoza
Mayor

APPROVED AS TO FORM:

Theresa Cullen Cordova
Theresa Cullen Cordova
Assistant City Attorney

APPROVED AS TO CONTENT:

Michelle Garcia, AICP, CNU-A
Planning Director

CONTRACTOR

EL PASO CENTENNIAL LIONS CLUB, INC.

By: _____
Name: Judi Verslype
Title: Secretary

TOWN OF HORIZON CITY
MEMORANDUM

Date: March 2, 2022

To: Honorable Mayor and Members of City Council

From: Michelle Padilla, Planning Director

SUBJECT: **Item 11:** On the final plat application for Horizon Crossing Unit Three (#SUB002492-2021), legally described as being a portion of C.D. Stewart Survey No. 321, Town of Horizon City, El Paso County, Texas. Containing 19.469 +/- acres. Application submitted by Conde Inc.
Item 12: On a Resolution authorizing the Mayor to sign a Developer Participation Agreement between the Town of Horizon City, Camino Real Investment Properties, LLC, and Ranchos Real XV, LLC for the construction and maintenance of a larger ponding area within the Horizon Town Center Unit Four subdivision.

ITEM 11:
On February 21, 2022, the Planning and Zoning Commission voted unanimously to recommend approval of the final plat application for the Horizon Crossing Unit Three subdivision with the following conditions:

- All staff comments shall be addressed prior to City Council action, to include:
    - The proposed 50' Private Driveway, Utility, and Drainage Easement shall be recorded prior to the plat being recorded and the instrument number shall be provided on the face of the recording plat.

The applicant has submitted a revised plat that addresses all staff comments; therefore, staff recommends approval of the final plat with the abovementioned condition.

ITEM 12:

The City has historically required commercial developments to provide privately maintained ponding areas on site and has only accepted those ponds serving both commercial and residential developments when the amount of residential water entering the pond is more than 50% of the capacity. In this case, the commercial development accounts for 80% of the capacity whereas the residential water is only 20% of the capacity. Understanding that allowing for one pond will provide for more developable commercial land in this area, the Assistant City Attorney and staff have worked with the developer on a Developer Participation Agreement for the maintenance of the ponding area.

The agreement attached to Item 12 of this agenda provides for a lump sum payment from the developer to the City in the amount of $80,000.00. This is to cover the additional maintenance costs of the pond for a period of 10 years. The annual maintenance is estimated to be $10,0000.00 per year and since the amount of commercial water entering the pond is roughly 80% (versus 20% residential water), the developer's share of that annual cost is $8,000.00; however, the developer has opted to provide a one-time lump sum payment to cover the total amount of $80,000.00.

Attached for your review is the developer participation agreement, the staff report that was presented to the Planning and Zoning Commission and the revised plat.

14999 Darrington Rd. Horizon City, Texas 79928 (915) 852-1046 Fax (915) 852-1005

TOWN OF HORIZON CITY
Planning and Zoning Commission Staff Report

Case No.: SUB002493-2022
Horizon Crossing - Unit Three
Application Type: **Final Plat Subdivision**
P&Z Hearing Date: February 21, 2022
Staff Contact: Michelle Padilla, Planning Director
915-852-1046; mpadilla@horizoncity.org

Address/Location: Abutting Horizon Blvd. and Horizon Crossing St.
Legal Description: Horizon Crossing - Unit Three
Being A portion of C D STEWART SURVEY #321 (19.469 ACRES)
El Paso County, Horizon City, Texas
Property Owner: Camino Real Investment Properties, LLC
Applicant: Camino Real Investment Properties, LLC
Nearest Park: Corky Park
Nearest School: Horizon High School

SURROUNDING PROPERTIES:

N	A-2 (Multi-Family Residential) and C-1 and C-2 (Commercial)	Multi-Family Residential and Commercial
E	C-2 (Commercial)	Walmart
S	R-2 (Residential)	Vacant
W	C-2 (Commercial)	Hospital

LAND USE AND ZONING:

Land Use	Vacant
Zoning	C-2 Commercial

Application Description:
Preliminary Subdivision:
The applicant is requesting to subdivide approximately 19.469 acres of land. The proposed subdivision includes 4 lots for commercial development, the smallest lot measuring approximately 3.469 acres and the largest lot measuring approximately 6.070 acres in size. The lots will have perpetual access via a 50'wide private driveway, utility, and drainage easement.

History:
The preliminary plat for this subdivision was recommended for approval by the Planning and Zoning Commission on January 17, 2022 with the condition that all staff comments be addressed prior to City Council action. The applicant addressed the comments and the City Council approved the preliminary plat on February 8, 2022 with the condition that the proposed 50' Private Driveway, Utility, and Drainage Easement shall be recorded prior to the plat being recorded and the instrument number shall be provided on the face of the recording plat.

A portion of the proposed subdivision was rezoned from R-9/CO to Commercial (C-2) on June 8, 2021 (Ordinance 0269).

Staff Recommendation:
Staff recommends ***APPROVAL*** of the final plat with the following conditions:

- All staff comments shall be addressed prior to City Council action.
- The proposed 50' Private Driveway, Utility, and Drainage Easement shall be recorded prior to the plat being recorded and the instrument number shall be provided on the face of the recording plat.

Planning Division Comments:

1. The proposed 50' Private Driveway, Utility, and Drainage Easement shall be recorded prior to the plat being recorded and the instrument number shall be provided on the face of the recording plat. The easement document shall be submitted for review before it is recorded.
2. The developer is proposing to utilize a future stormwater pond in Horizon Town Center Unit Four, a residential development, to address the drainage from this commercial development. Typically, staff recommends that the City Council only accept that future stormwater pond for maintenance as a public improvement if at least 50% of the runoff into the pond is from residential developments. Staff is working on the developer on an agreement to address this.

Public Works Director Comments:
All review comments have been addressed.

Town Engineer Comments:
All review comments have been addressed.

School District Comments:
The Socorro Independent School District has reviewed Horizon Crossing Unit Three. This subdivision is within the service area of Horizon Heights Elementary, Colonel John Ensor Middle and Eastlake High.

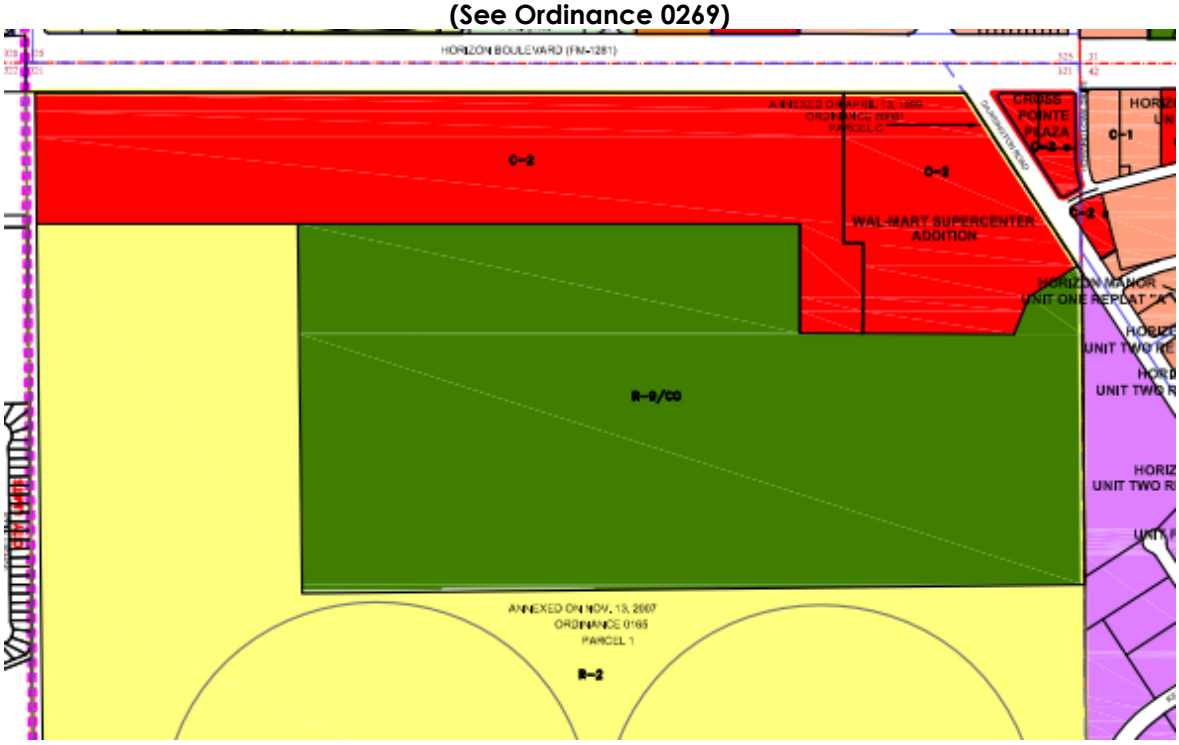
Clint Independent School District has no comments, this subdivision is not within Clint ISD's jurisdiction.

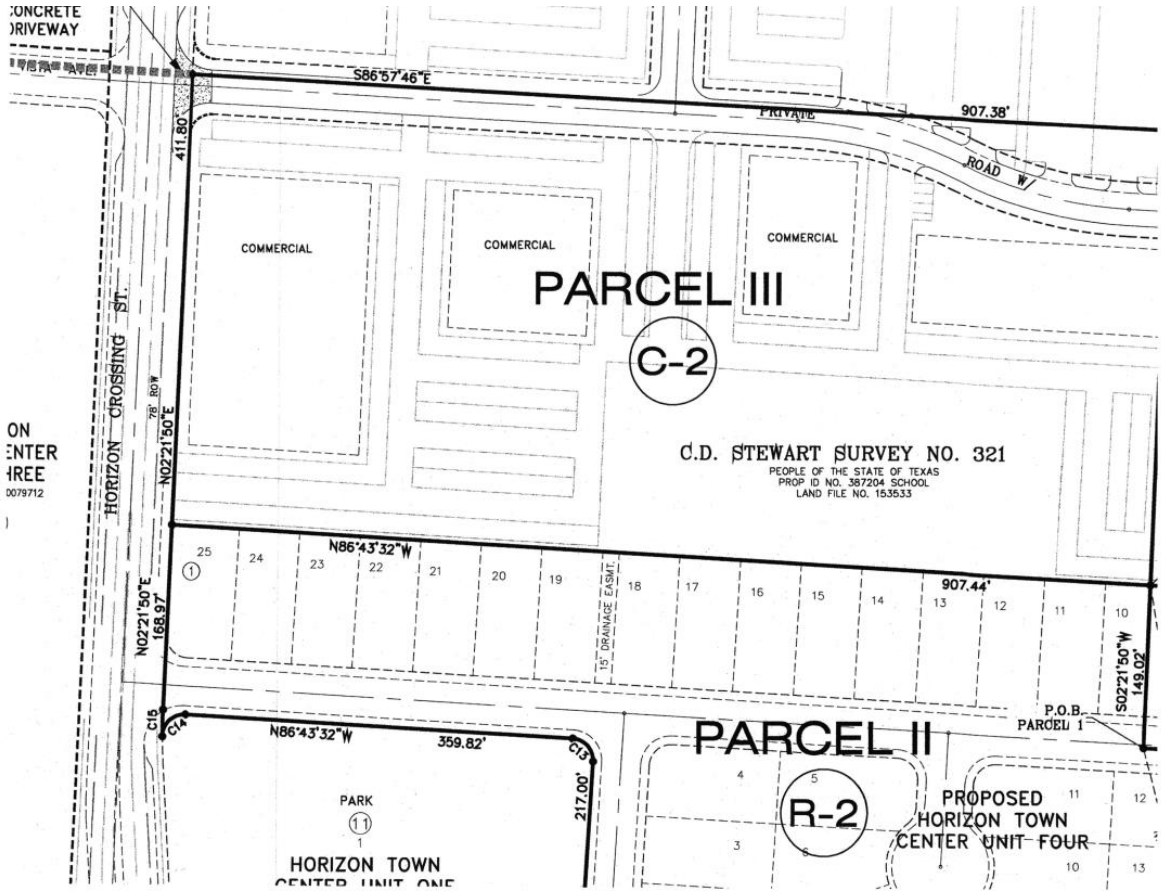
TxDOT Comments:
TxDOT is requesting for the applicant to submit their grading and drainage plans to TxDOT for review prior to improvements or construction begins provided the properties abut Horizon Blvd., a TxDOT right-of-way.

El Paso Central Appraisal District Comments:
The EPCAD approves this development.

Attachments:
1 – Zoning Designation
2 – Aerial Map
3 – Location Map
4 – Application
5 – Final Plat

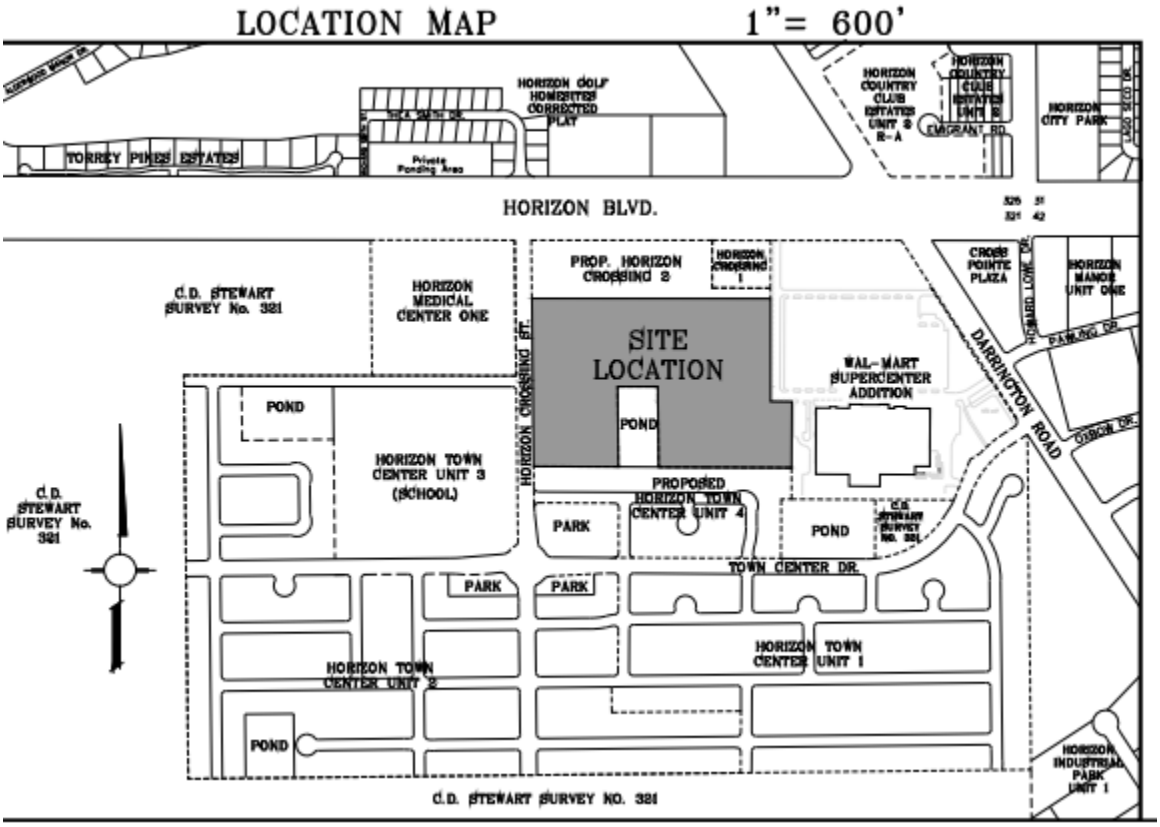
Attachment 1: Zoning Designation
(See Ordinance 0269)





Attachment 2: Aerial

Attachment 3: Location Map



Attachment 4: Application

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

MAJOR SUBDIVISION FINAL PLAT APPLICATION

SUBDIVISION PROPOSED NAME: Horizon Crossing Unit Three SUBMITTAL DATE: January 18, 2022

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

2. PROPERTY LAND USES:

	ACRES	SITES		ACRES	SITES
SINGLE-FAMILY			OFFICE		
DUPLEX			STREET & ALLEY		
APARTMENT			PONDING & DRAINAGE		
MOBILE HOME			INSTITUTIONAL		
P.U.D.			OTHER		
PARK (Min 1 Acre)			Existing Private ROW		
SCHOOL			Utility & Drainage Easement	1.726	1
COMMERCIAL	17.726	4	TOTAL NO. SITES	5	
INDUSTRIAL			TOTAL (GROSS) ACREAGE	19.496	

3. WHAT IS THE EXISTING ZONING OF THE PROPERTY DESCRIBED ABOVE? C-2 PROPOSED ZONING N/A

4. WILL THE RESIDENTIAL SITES, AS PROPOSED, PERMIT DEVELOPMENT IN FULL COMPLIANCE WITH ALL ZONING REQUIREMENTS OF THE EXISTING RESIDENTIAL ZONE(S)? YES ☐ NO ☐ N/A

5. WHAT TYPE OF UTILITY EASEMENTS ARE PROPOSED? UNDERGROUND ☐ OVERHEAD ☐ COMBINATION ☒

6. WHAT TYPE OF DRAINAGE IS PROPOSED? (IF APPLICABLE LIST MORE THAN ONE) Lot to street to drainage structures

7. IF SINGLE-FAMILY OR DUPLEX DEVELOPMENT IS PROPOSED: AVERAGE FLOOR AREA OF HOUSES N/A

8. ARE SPECIAL IMPROVEMENTS PROPOSED IN CONNECTION WITH THE DEVELOPMENT? YES ☐ NO ☒

9. IS A MODIFICATION OF ANY PORTION OF THE SUBDIVISION ORDINANCE PROPOSED? YES ☐ NO ☒
IF "YES", PLEASE LIST SECTION & EXPLAIN THE NATURE OF THE MODIFICATION

10. WHAT TYPE OF LANDSCAPING IS PROPOSED? PARKWAY ☐ MEDIANS ☐ OTHER ☒

11. REMARKS AND/OR EXPLANATION OF SPECIAL CIRCUMSTANCES:

12. WILL PLAT BE RECORDED PRIOR TO SUBDIVISION IMPROVEMENTS BEING COMPLETED & APPROVED? ☐YES ☐NO ☒ N/A INITIALS CC
IF YES, submit REQUIRED GUARANTEE (SECTION 4.10.3 & 8.1.7, Municode Chapter 10) **OR** Improvement Cost Estimates & Construction Agreement

13. WILL ANY RESTRICTIONS AND COVENANTS BE RECORDED WITH PLAT? YES ☒ NO ☐ INITIALS CC IF YES, PLEASE SUBMIT COPY.

14. OWNER OF RECORD Camino Real Investment Properties, LLC- 6080 Surety Dr., Ste. 300 El Paso, TX 79905, 592-0290
(NAME & ADDRESS) (EMAIL) (PHONE)

15. DEVELOPER Camino Real Investment Properties, LLC - 6080 Surety Dr., Ste. 300 El Paso, TX 79905 915-592-0290
(NAME & ADDRESS) (EMAIL) (PHONE)

16. ENGINEER Conde, Inc. 6080 Surety Dr., Ste. 100 El Paso, TX 79905 cconde@condeinc.com 915-592-0283
(NAME & ADDRESS) (EMAIL) (PHONE)

17. APPLICANT Camino Real Investment Properties, LLC 6080 Surety Dr., Ste. 300 El Paso, Texas 79905 915-592-0290
(NAME & ADDRESS) (EMAIL) (PHONE)

18. REP/POINT OF CONTACT Conrad Conde 6080 Surety Dr., Ste. 100 El Paso, TX 79905 cconde@condeinc.com 592-0283
(NAME & ADDRESS) (EMAIL) (PHONE)

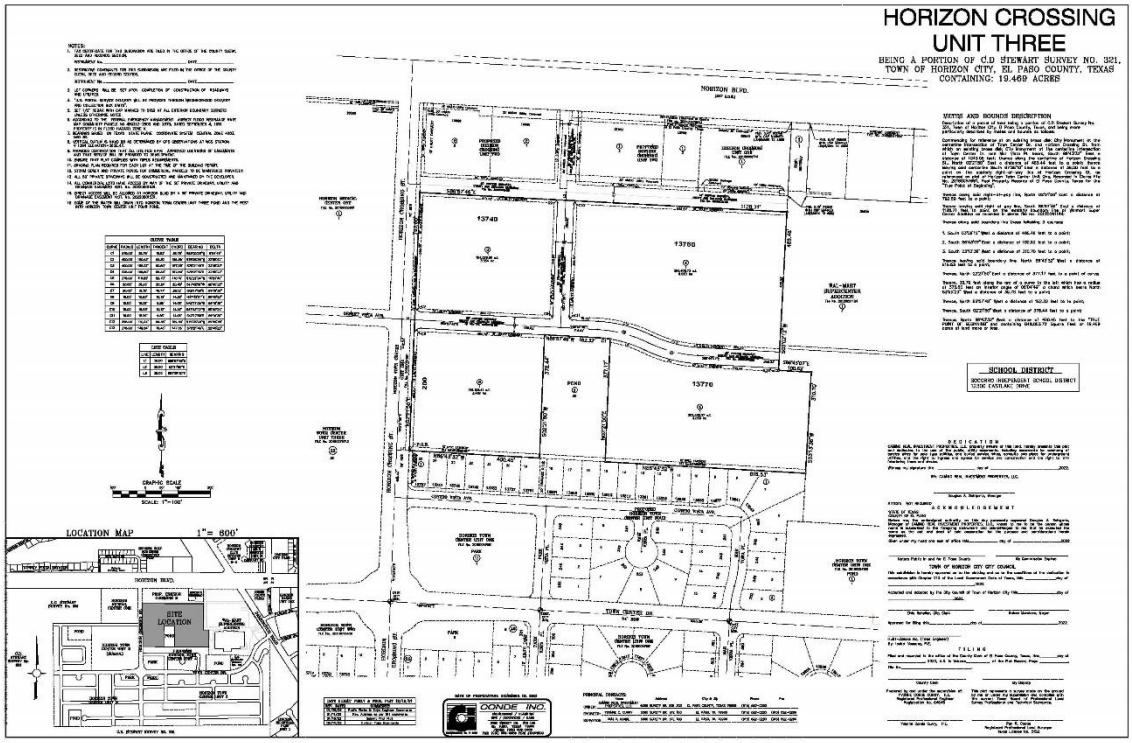
NOTE: *Applicant is responsible for all expenses incurred by the City in connection with the Final plat approval request, including but not limited to attorney's fees, engineering fees and publication. Charges exceeding deposit will be invoiced separately.* Initials CC

Applicant Signature _____ EMAIL cconde@condeinc.com

APPLICATION MUST BE COMPLETE & VALIDATED PRIOR TO SUBDIVISION PROCESSING
Acceptance of fee does not grant acceptance of application.
Non Refundable Deposit $500.00 | Application Fee: $150

Page 1 of 2 Rev 13FEB2020

Attachment 5: Final Plat



HORIZON CROSSING UNIT THREE

BEING A PORTION OF C.D STEWART SURVEY NO. 321,
TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS
CONTAINING: 19.469 ACRES

NOTES:

1. TAX CERTIFICATE FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORDS SECTION.
   INSTRUMENT No._____ DATE_____
2. RESTRICTIVE COVENANTS FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORD SECTION.
   INSTRUMENT No._____ DATE_____
3. LOT CORNERS WILL BE SET UPON COMPLETION OF CONSTRUCTION OF ROADWAYS AND UTILITIES.
4. "U.S. POSTAL SERVICE DELIVERY WILL BE PROVIDED THROUGH NEIGHBORHOOD DELIVERY AND COLLECTION BOX UNITS".
5. SET 1/2" REBAR WITH CAP MARKED TX 5152 AT ALL EXTERIOR BOUNDARY CORNERS UNLESS OTHERWISE NOTED.
6. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY PANELS NO 480212-250B AND 237B, DATED SEPTEMBER 4, 1991 PROPERTY IS IN FLOOD HAZARD ZONE X.
7. BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM CENTRAL ZONE 4203, NAD 83.
8. VERTICAL DATUM IS NAVD 88 AS DETERMINED BY GPS OBSERVATIONS AT NGS STATION V 1364 ELEVATION=3655.47.
9. PROVIDED CERTIFICATION THAT ALL UTILITIES HAVE APPROVED LOCATIONS OF EASEMENTS AND THAT SERVICE WILL BE PROVIDED TO DEVELOPMENT.
10. ENSURE THAT PLAT COMPLIES WITH TBPLS REQUIREMENTS.
11. GRADING PLAN REQUIRED FOR EACH LOT AT THE TIME OF THE BUILDING PERMIT.
12. STORM SEWER AND PRIVATE PONDS FOR COMMERCIAL PARCELS TO BE MAINTAINED PRIVATELY.
13. ALL 50' PRIVATE DRIVEWAYS WILL BE CONSTRUCTED AND MAINTAINED BY THE DEVELOPER.
14. ALL COMMERCIAL LOTS HAVE ACCESS BY WAY OF THE 50' PRIVATE DRIVEWAY, UTILITY AND DRAINAGE EASEMENT INST. No.
15. DIRECT ACCESS WILL BE ALLOWED AT HORIZON BLVD BY A 56' PRIVATE DRIVEWAY, UTILITY AND DRAINAGE EASEMENT INST. No. 20220001531.
16. SOME OF THE WATER WILL DRAIN INTO HORIZON TOWN CENTER UNIT THREE POND AND THE REST INTO HORIZON TOWN CENTER UNIT FOUR POND.

CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	375.00'	39.79'	19.92'	39.78'	N83°55'23"W	6°04'49"
C2	400.00'	160.42'	81.30'	159.35'	N75°28'26"W	22°58'42"
C3	400.00'	158.87'	80.50'	157.83'	S75°21'46"E	22°45'22"
C4	425.00'	168.80'	85.53'	167.69'	S75°21'46"E	22°45'22"
C5	375.00'	110.59'	55.70'	110.19'	N72°26'04"W	16°53'49"
C6	20.00'	31.65'	20.24'	28.45'	S47°42'01"W	90°40'22"
C7	20.00'	31.18'	19.77'	28.12'	S42°17'59"E	89°19'38"
C8	10.00'	15.83'	10.12'	14.22'	N47°42'01"E	90°40'22"
C9	10.00'	15.59'	9.88'	14.06'	N42°17'58"W	89°19'36"
C10	10.00'	15.83'	10.12'	14.22'	S47°42'02"W	90°40'24"
C11	10.00'	15.59'	9.88'	14.06'	S42°17'59"E	89°19'38"
C12	425.00'	170.44'	86.38'	169.30'	N75°28'28"W	22°58'38"
C13	375.00'	148.94'	75.46'	147.96'	S75°21'46"E	22°45'22"

LINE TABLE

LINE	LENGTH	BEARING
L1	39.00	S86°57'48"E
L2	25.00	N2°21'50"E
L3	39.00	S87°38'10"E

METES AND BOUNDS DESCRIPTION

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

Commencing for reference at an existing brass disk City Monument at the centerline intersection of Town Center Dr. and Horizon Crossing St. from which an existing brass disk City Monument at the centerline intersection of Town Center Dr. and Mar Vista Pl. bears, South 86°43'32" East a distance of 1043.05 feet; thence along the centerline of Horizon Crossing St., North 02°21'50" East a distance of 465.44 feet to a point; thence leaving said centerline South 87°38'10" East a distance of 39.00 feet to a point on the easterly right-of-way line of Horizon Crossing St. as referenced on plat of Horizon Town Center Unit One, Recorded in Clerks File No. 20180057691, Real Property Records of El Paso County, Texas for the "True Point of Beginning".

Thence along said right-of-way line, North 02°21'50" East a distance of 792.60 feet to a point;

Thence leaving said right of way line, South 86°57'46" East a distance of 1128.71 feet to point on the westerly boundary line of Walmart Super Center Addition as recorded in clerks file no. 20120091184;

Thence along said boundary line these following 3 courses:

1. South 03°02'12" West a distance of 486.46 feet to a point;
2. South 86°43'07" East a distance of 100.62 feet to a point;
3. South 03°13'36" West a distance of 310.70 feet to a point;

Thence leaving said boundary line, North 86°43'32" West a distance of 616.53 feet to a point;

Thence, North 02°21'50" East a distance of 377.17 feet to a point of curve;

Thence, 39.79 feet along the arc of a curve to the left which has a radius of 375.00 feet an interior angle of 06°04'49" a chord which bears North 83°55'23" West a distance of 39.78 feet to a point;

Thence, North 86°57'48" West a distance of 162.32 feet to to point;

Thence, South 02°21'50" West a distance of 378.44 feet to a point;

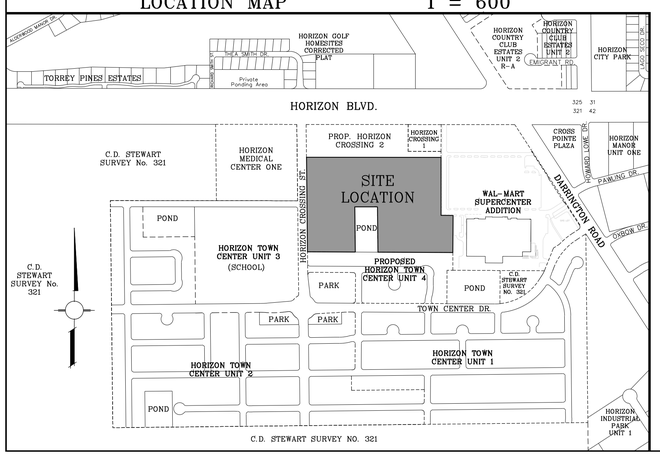
Thence, North 86°43'32" West a distance of 400.45 feet to the "TRUE POINT OF BEGINNING" and containing 848,063.72 Squore Feet or 19.469 acres of land more or less.

SCHOOL DISTRICT

SOCORRO INDEPENDENT SCHOOL DISTRICT
12300 EASTLAKE DRIVE

GRAPHIC SCALE
100' 0 50' 100' 200'
SCALE: 1"=100'

LOCATION MAP 1"= 600'



DATE SUBMIT PRELY & FINAL PLAT 12/18/21	
REV. DATE	COMMENTS
01/03/22	Public Works & Town Engineer Comments
01/11/22	Rev. Address as per 911 comments
01/18/22	Submit Final Plat
02/14/22	Horizon Town Comments

DATE OF PREPARATION: DECEMBER 18, 2021

CONDE INC.
ENGINEERING / PLANNING
GPS / SURVEYING / CADD
6080 SURETY DR. STE 100
EL PASO, TEXAS 79905
PHONE: (915) 592-0283
FAX: (915) 592-0286 FIRM #10078100
REGISTRATION No. F-8161

PRINCIPAL CONTACTS:

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

D E D I C A T I O N

CAMINO REAL INVESTMENT PROPERTIES, LLC. property owners of this land, hereby presents this plat and dedicates to the use of the public, utility easements, including easements for overhang of service wires for pole type utilities, and buried service wires, conduits and pipes for underground utilities, and the right to ingress and egress for service and construction and the right to trim interfering trees and shrubs.

Witness my signature this _____ day of _____,2022.

BY: CAMINO REAL INVESTMENT PROPERTIES, LLC.

_____
Douglas A. Schwartz, Manager

ATTEST: NOT REQUIRED

A C K N O W L E D G E M E N T

STATE OF TEXAS
COUNTY OF EL PASO

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

Given under my hand and seal of office this_____ day of _____,2022.

_____ _____
Notary Public in and for El Paso County My Commission Expires

TOWN OF HORIZON CITY CITY COUNCIL

This subdivision is hereby approved as to the platting and as to the conditions of the dedication in accordance with Chapter 212 of the Local Government Code of Texas, this _____day of _____,2022.

Accepted and adopted by the City Council of Town of Horizon City this_____day of _____,2022.

_____ _____
Elvia Schuller, City Clerk Ruben Mendoza, Mayor

Approved for filing this_____day of_____,2022.

_____
Huitt-Zollars Inc. (Town Engineer)
By: Isabel Vasquez, P.E.

F I L I N G

Filed and recorded in the office of the County Clerk of El Paso County, Texas, this_____day of _____, 2022, A.D. in Volume_____, of the Plat Record, Page _____.

File No._____.

_____ _____
County Clerk By Deputy

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

_____
Yvonne Conde Curry, P.E.

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

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

S:\CEVERO DATA C\HORIZON CROSS 3.dwg, FINAL 2/24/2022 2:46:36 PM, C.A.CORTEZ

RESOLUTION

WHEREAS, Camino Real Investment Properties, LLC (" Camino Real") is a subdivider and the owner of the land included in the proposed final subdivision plats of Horizon Crossing Unit Two Subdivision, The Town of Horizon City, El Paso County, Texas, and Horizon Crossing Unit Three Subdivision, The Town of Horizon City, El Paso County, Texas, and, as a subdivider desires to develop these properties with commercial components; and

WHEREAS, Ranchos Real XV, LLC ("Ranchos Real") is a subdivider and the owner of the land included in the proposed final subdivision plat of Horizon Town Center Unit Four, The Town of Horizon City, El Paso County, Texas and, as a subdivider, desires to develop its property with a residential component; and

WHEREAS, Ranchos Real and Camino Real have sought authorization from The Town of Horizon City ("City") to subdivide their properties in accordance with the requirements imposed by Texas statute and the City Rules, Regulations, and other requirements; and

WHEREAS, City Regulations require the completion of various improvements in connection with the development of these subdivisions to protect the health, safety, and general welfare of the community, and to limit the harmful effect of substandard subdivisions; and

WHEREAS, Camino Real and Ranchos Real are required to make adequate provisions for storm or floodwater runoff channels or basins with the development of Horizon Crossing Unit Two, Horizon Crossing Unit Three, and Horizon Town Center Unit Four pursuant to Horizon City Code Municipal Code Chapter 5.17; and

WHEREAS, to maximize the amount of land available for development and the use of their properties for commercial development within Horizon Crossing Unit Two and Horizon Crossing Unit Three, Ranchos Real and Camino Real have proposed that instead of constructing ponding areas for commercial stormwater from Horizon Crossing Unit Two and Horizon Crossing Unit Three within these two subdivisions, they be allowed to construct stormwater improvements which will channel the commercial stormwater into a ponding area to be constructed in Horizon Town Center Unit Four, which subdivision is adjacent to Horizon Crossing Unit Two and Horizon Crossing Unit Three; and

WHEREAS, Ranchos Real will be constructing a ponding area within Horizon Town Center Unit Four to accommodate its residential storm water runoff and proposes to dedicate the ponding area to the public pursuant to Horizon City Code Municipal Code Chapter 5.17; and

WHEREAS, Ranchos Real is willing to coordinate with Camino Real to increase the capacity of the proposed ponding area identified as Lot 26, Block 1, Horizon Town Center Unit Four ("Ponding Area") to accommodate the commercial stormwater runoff from Horizon Crossing Unit Two and Horizon Crossing Unit Three and to build the Ponding Area in accordance with Horizon City Code Municipal Code Chapter 5.17; and

WHEREAS, Camino Real is willing to provide funds for the additional maintenance costs the City will incur in maintaining a larger Ponding Area within Horizon Town Center Unit Four because of the additional commercial stormwater runoff from Horizon Crossing Unit Two and Horizon Crossing Unit Three; and

WHEREAS, the purpose of this Agreement is to compensate the City for the additional expense of maintaining a subdivision improvement required to be installed by Camino Real and Ranchos Real; and

WHEREAS, in recognition of the mutual benefits to be derived from the development of the Horizon Crossing Unit Two and Horizon Crossing Unit Three, Camino Real, Ranchos Real, and the City's desire to enter into this Agreement to coordinate the development and land use of Horizon Crossing Unit Two, Horizon Crossing Unit Three, and Horizon Town Center Unit Four,

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

That the Mayor be authorized to sign a Developer Participation Agreement by and among **THE TOWN OF HORIZON CITY, CAMINO REAL INVESTMENT PROPERTIES, LLC**, and **RANCHOS REAL XV, LLC** for the construction and maintenance of a larger ponding area within Horizon Town Center Unit Four Subdivision, The Town of Horizon City, El Paso County, Texas,

PASSED AND ADOPTED this_____day of_____, 2022.

THE TOWN OF HORIZON CITY

_____
Ruben Mendoza
Mayor

ATTEST:

_____
Elvia Schuller
City Clerk

APPROVED AS TO FORM:

Theresa Cullen Cordova
Theresa Cullen Cordova
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Michelle Garcia AICP, CNU-A
Planning Director

DEVELOPER PARTICIPATION AGREEMENT

HORIZON CROSSING UNIT TWO
HORIZON CROSSING UNIT THREE
HORIZON TOWN CENTER UNIT FOUR

AMONG THE TOWN OF HORIZON CITY,
CAMINO REAL INVESTMENT PROPERTIES, LLC,
AND
RANCHOS REAL XV, LLC

This Developer Participation Agreement (the "Agreement") is made and entered into as of the _____ day of _____, 2022, by and among the **TOWN OF HORIZON CITY** (the "City"), **CAMINO REAL INVESTMENT PROPERTIES, LLC**, a Texas limited liability company ("Camino Real"), and **RANCHOS REAL XV, LLC**, a Texas limited liability company ("Ranchos Real").

RECITALS

WHEREAS, Camino Real is a subdivider and the owner of the land included in the proposed final subdivision plats of Horizon Crossing Unit Two Subdivision, The Town of Horizon City, El Paso County, Texas, as shown in the City's File Number and Horizon Crossing Unit Three Subdivision, The Town of Horizon City, El Paso County, Texas, as shown in the City's File Number and, as a subdivider desires to develop these properties with commercial components; and

WHEREAS, Ranchos Real is a subdivider and the owner of the land included in the proposed final subdivision plat of Horizon Town Center Unit Four, The Town of Horizon City, El Paso County, Texas, as shown in the City's File Number, and, as a subdivider, desires to develop its property with a commercial component; and

WHEREAS, Ranchos Real and Camino Real have sought authorization from the City to subdivide their properties in accordance with the requirements imposed by Texas statute and the City Rules, Regulations, and other requirements; and

WHEREAS, City Regulations require the completion of various improvements in connection with the development of these subdivisions to protect the health, safety, and general welfare of the community and to limit the harmful effect of substandard subdivisions; and

WHEREAS, Camino Real and Ranchos Real are required to make adequate provisions for storm or floodwater runoff channels or basins with the development of Horizon Crossing Unit Two, Horizon Crossing Unit Three, and Horizon Town Center Unit Four pursuant to Horizon City Code Municipal Code Chapter 5.17; and

WHEREAS, to maximize the amount of land available for development and the use of their properties for commercial development within -Horizon Crossing Unit Two and Horizon Crossing Unit Three, Ranchos Real and Camino Real have proposed that instead of constructing ponding areas for commercial stormwater from Horizon Crossing Unit Two and Horizon Crossing Unit Three within these two subdivisions, they be allowed to construct storm water improvements which will channel the commercial stormwater into a ponding area to be constructed in Horizon Town Center Unit Four, which subdivision is adjacent to Horizon Crossing Unit Two and Horizon Crossing Unit Three; and

WHEREAS, Ranchos Real will be constructing a ponding area within Horizon Town Center Unit Four to accommodate its residential stormwater runoff and proposes to dedicate the ponding area to the public pursuant to Horizon City Code Municipal Code Chapter 5.17; and

WHEREAS, Ranchos Real is willing to coordinate with Camino Real to increase the capacity of the proposed ponding area identified as Lot 26, Block 1, Horizon Town Center Unit Four ("Ponding Area") to accommodate the commercial stormwater runoff from Horizon Crossing Unit Two and Horizon Crossing Unit Three and to build the Ponding Area in accordance with Horizon City Code Municipal Code Chapter 5.17; and

WHEREAS, Camino Real is willing to provide funds for the additional maintenance costs the City will incur in maintaining a larger Ponding Area within Horizon Town Center Unit Four because of the additional commercial stormwater runoff from Horizon Crossing Unit Two and Horizon Crossing Unit Three; and

WHEREAS, the purpose of this Agreement is to compensate the City for the additional expense of maintaining a subdivision improvement required to be installed by Camino Real and Ranchos Real; and

WHEREAS, in recognition of the mutual benefits to be derived from the development of the Horizon Crossing Unit Two and Horizon Crossing Unit Three, Camino Real, Ranchos Real, and the City's desire to enter into this Agreement to coordinate the development and land use of Horizon Crossing Unit Two, Horizon Crossing Unit Three, and Horizon Town Center Unit Four.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained or referred to herein, the receipt and sufficiency of which are hereby acknowledged by the City, Ranchos Real, and Camino Real, the Parties agree as follows:

1. FINDINGS. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the Parties and made a part of this Agreement for all purposes.

2. EFFECTIVE DATE. This Agreement is effective on the date the City approves the last final plat of the three subdivisions described in Paragraph 3(a) of this Agreement by the City Council approval of the plat in accordance with City Regulations (the "Effective Date").

3. PARTIES' OBLIGATIONS.

(a) Developer Obligations. Ranchos Real and Camino Real (the "Developers") shall be solely responsible to plan, design, engineer, plat, and construct all improvements as required by the City in its approval of the Final Plat for Horizon Crossing Unit Two on _____, 20__, depicted in the attached Exhibit "A"; in its approval of the Final Plat for Horizon Crossing Unit Three on _____, 20__, depicted in the attached Exhibit "B", and in its approval of the Final Plat for Horizon Town Center Unit Four on _____, 20__, depicted in the attached Exhibit "C". Exhibits "A", "B", and "C" shall be collectively referred to as the "Developers' Property". All work shall be done in consultation with the City staff to assure that all aspects of the work to be performed are consistent with the City Final Plat approvals and requirements.

(b) Construction Costs. The Developers shall be solely responsible for the payment of any and all costs and expenses related to the planning, designing, engineering, platting, and constructing of all improvements as required by the City, including but not limited to the stormwater infrastructure facilities, on the Developers' Property.

(c) Party Coordination; Platting. The Developers shall consult with the City's designated representatives to assure that all work for improvements as required by the City is done consistent with and in compliance with City rules, regulations, and conditions, including inspection on the on-going work, and applicable federal and state laws and requirements. The City designated representative may, at reasonable times, observe or inspect all work done and materials furnished for the Developers' Property. If the City designated representative reasonably believes the Developers' Property is not being constructed as per the approved plans and specifications, the Parties' designated representatives shall meet to discuss appropriate actions to ensure that any defects in the Developers' Property or deviations in the approved designs are remedied. After final completion of the construction of the Developers' Property, the public improvements shall be dedicated and accepted as required by the City's subdivision ordinance.

(d) Time for Completion. All work to be performed under this Agreement (excluding maintenance and repair after acceptance) shall be substantially completed in no more than two (2) years from the Effective Date, unless a different time period is specified for the storm water infrastructure improvements as identified in the Subdivision Construction Agreements for the Developers' Property. Upon achieving substantial completion, the Developers shall notify the City, who shall promptly inspect the Developers' work and either accept the work or notify the Developers of deficiencies that must be corrected before the work can be accepted.

(e) Maintenance Funds. Upon the Developers' request that the City accept all improvements as required by the City, the Developers shall pay the City Eighty Thousand and no/100 Dollars ($80,000.00) which the Developers and the City agree is complete compensation to the City for any and all additional maintenance costs the City may incur for approving the Ponding Area and the additional stormwater from Horizon Crossing Unit Two and Horizon Crossing Unit Three that will be channeled into the Ponding Area in Horizon Town Center Unit Four. If the Developers do not tender the agreed upon $80,000.00 to the City, the City is not required to accept the dedication to the public of the Ponding Area in Horizon Town Center Unit Four. In the event of such non-payment, Ranchos Real will replat the Horizon Town Center Unit Four Subdivision and submit all necessary documents to the City so that the ponding area will be maintained as a private ponding area in accordance with Horizon City Code Municipal Code Chapter 5.17, and the City will have no further obligation to the Developers.

4. TERM. This Agreement shall automatically terminate after the construction of the public improvements on the Developers' Property as required by the City, the City Public Works Director has inspected the public improvements to assure that the City Design Standards have been met, and the City has accepted all improvements as required by the City, including but not limited to the Ponding Area.

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

6. INDEMNIFICATION. The Developers jointly and severally expressly agree to indemnify and hold the City harmless from and against all claims, demands, costs, and liability of every kind and nature, including reasonable attorney's fees for the defense of such claims and demands, arising from any breach on the part of the Developers of any provision in this Agreement, or from any act or negligence of the Developers or the Developers' agents, contractors, employees, tenants, or licensees in the construction of the Subdivision Improvements on the Developers' Property. The Developers further agree to aid and defend the City if the City is named as a defendant in an action arising from any breach on the part of the Developers of any provision in this Agreement, or from any act of negligence of the Developers or the Developers' agents, contractors, employees, tenants, or licensees in the construction of the Subdivision Improvements, except where such suit is brought by the Developers. Notwithstanding anything to the

contrary contained in this Agreement, the Developers do not agree to indemnify and hold the City harmless from any claims, demands, costs, or liabilities arising from any act or negligence of the City, its agents, contractors, employees, tenants, or licensees.

7. SEVERABILITY. If any part of this Agreement or its application to any person or circumstance is held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the Parties agree that they will cooperate to amend or revise this Agreement to accomplish, to the greatest degree practical, the same purpose as the part determined to be invalid or unconstitutional. It is the intent of the Parties to preserve and protect, to the maximum extent possible, the Parties' contractual rights and benefits under this Agreement.

8. GOOD FAITH. Each Party agrees that, notwithstanding any provision herein to the contrary, it will not unreasonably withhold or unduly delay any consent, approval, decision, determination, or other action required or permitted under the terms of this Agreement, it being agreed and understood that each Party will act in good faith and will at all times deal fairly with the other Party.

9. NOTICE. Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the Party to be notified and with all charges prepaid; or (ii) by depositing it with a service guaranteeing "next day delivery", addressed to the Party to be notified and with all charges prepaid; or (iii) by personally delivering it to the Party, or any agent of the Party listed in this Agreement. Notice will be effective only when received. For purposes of notice, the addresses of the Parties will, until changed as provided below, be as follows:

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

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

DEVELOPERS: Camino Real Investment Properties, LLC
Attn: Douglas A. Schwartz
6080 Surety Drive, Suite 300
El Paso, Texas 79905

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

A Party may change its respective address for notice to any other address within the United States of America by giving at least five calendar days' written notice to the other Parties. Any Party may, by giving at least five (5) calendar days' written notice to the other Parties, designate additional parties to receive copies of notices under this Agreement.

10. CUMULATIVE RIGHTS. All remedies, either under this Agreement or at law or in equity or otherwise available to a Party, are cumulative and not alternative and may be exercised or pursued

separately or collectively in any order, sequence, or combination. The City does not waive any rights, immunities, or defenses which it either has or may have under law or in equity.

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

12. ASSIGNMENT. The benefits and burdens of this Agreement are personal obligations of the Developers and also are binding on the heirs, successors, and assigns of the Developers. The Developers' obligations under this Agreement may not be assigned without the express written approval of the City. The City's written approval may not be withheld if the Developers' assignee explicitly assumes all obligations of the Developers under this Agreement and the appropriate Subdivision Construction Agreements and has posted the required securities. The City, in its sole discretion, may assign some or all of its rights under this Agreement, and any such assignment shall be effective upon notice to the Developers.

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

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

15. CONSTRUCTION CONTRACTS. All work performed by a contractor or consultant of the Developers will not, under any circumstances, relieve the Developers of their responsibilities and obligations under this Agreement.

16. INTERESTED PARTIES. The Developers acknowledge that Section 2252.908, Texas Government Code requires disclosure of certain matters by certain business entities, including a sole proprietorship, partnership, or corporation, but not including individual persons, entering into a contract with the City. The Developers understand and agree, if such disclosure is required under Chapter 2252 of the Texas Government Code, the City may not enter into this Agreement until the City has received any required completed and signed Texas Ethics Commission (TEC) Form 1295 with a certificate number assigned by the TEC, pursuant to Texas Government Code Section 2252.908 and the rules promulgated thereunder by the TEC. The Developers understand that failure to provide said form, if required, complete with a certificate number assigned by the TEC may prohibit the City from entering this Agreement. Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed, and provided to the City. The City does not have the ability to verify the information included in a TEC Form 1295.

17. CHAPTER 2271 REPRESENTATION. If required under Chapter 2271 of the Texas Government Code, the Developers represent and warrant that, at the time of execution and delivery of this Agreement, neither the Developers, nor any wholly-owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same that exists to make a profit, if any, boycotts Israel or will boycott Israel

during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, "boycotts Israel" and "boycott Israel" mean refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developers understand "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developers and exists to make a profit. This section does not apply to an individual person or the Developer which is a sole proprietorship and/or which has less than ten full-time employees.

18. CHAPTER 2252 REPRESENTATION. If required under Chapter 2252 of the Texas Government Code, the Developers represent and warrant that, neither the Developers, nor any wholly-owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same that exists to make a profit, if any, are companies identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Sections 2252.153 or 2270.0201, Texas Government Code, and posted on the following pages of such officer's internet website:

https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf,
https://comptroller.texas.gov/purchasing/docs/iran-list.pdf,
https://comptroller.texas.gov/purchasing/docs/fto-list.pdf.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developers and each parent company, wholly or majority-owned subsidiaries, and other affiliates of the same that exist to make a profit, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan, Iran, or a foreign terrorist organization. The Developers understand "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Developers and exists to make a profit. This section only applies to a "company," as defined in Section 2252.151, Texas Government Code, and does not apply to an individual person.

19. CHAPTER 2274 REPRESENTATION. If required under Chapter 2274 of the Texas Government Code, the Developers verify that they and their parent companies, wholly or majority-owned subsidiaries, and other affiliates do not boycott energy companies and, to the extent this Agreement is a contract for goods or services, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002 (as added by Senate Bill 13 in the 87th Legislature, Regular Session), Texas Government Code and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. The Developers understand 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developers within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

20. CAPACITY TO EXECUTE. Any representatives executing this Agreement on behalf of any other entity, each independently represent, warrant, and contract individually that he or she possesses the right and actual authority, as defined by law, to execute this Agreement and thereby fully bind the Party represented to the terms and obligations contained herein.

21. COUNTERPARTS. To facilitate execution, this Agreement may be executed in any number of counterparts, and it will not be necessary that the signatures of all Parties be contained on any one counterpart. Additionally, for purposes of facilitating the execution of this Agreement: (a) the signature pages taken from separate, individually executed counterparts of this Agreement may be combined to form multiple fully executed counterparts; and (b) a facsimile or electronic signature (e.g., PDF via email) will be deemed to be an original signature for all purposes. All executed counterparts of this Agreement will be deemed to be originals, but all such counterparts, when taken together, will constitute one and the same instrument.

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

EXECUTED in El Paso, El Paso County, Texas.

THE TOWN OF HORIZON CITY

By: _____
Ruben Mendoza, Mayor

APPROVED AS TO FORM:

_____
Theresa Cullen Cordova
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Michelle Garcia, AICP, CNU-A
Planning Director

(Signatures continued on next page)

DEVELOPERS

RANCHOS REAL XV, LLC

By: _____
Douglas A. Schwartz
Manager

CAMINO REAL INVESTMENT PROPERTIES, LLC

By: _____
Douglas A. Schwartz
Manager

Exhibit "A

Final Plat Horizon Crossing Unit Two

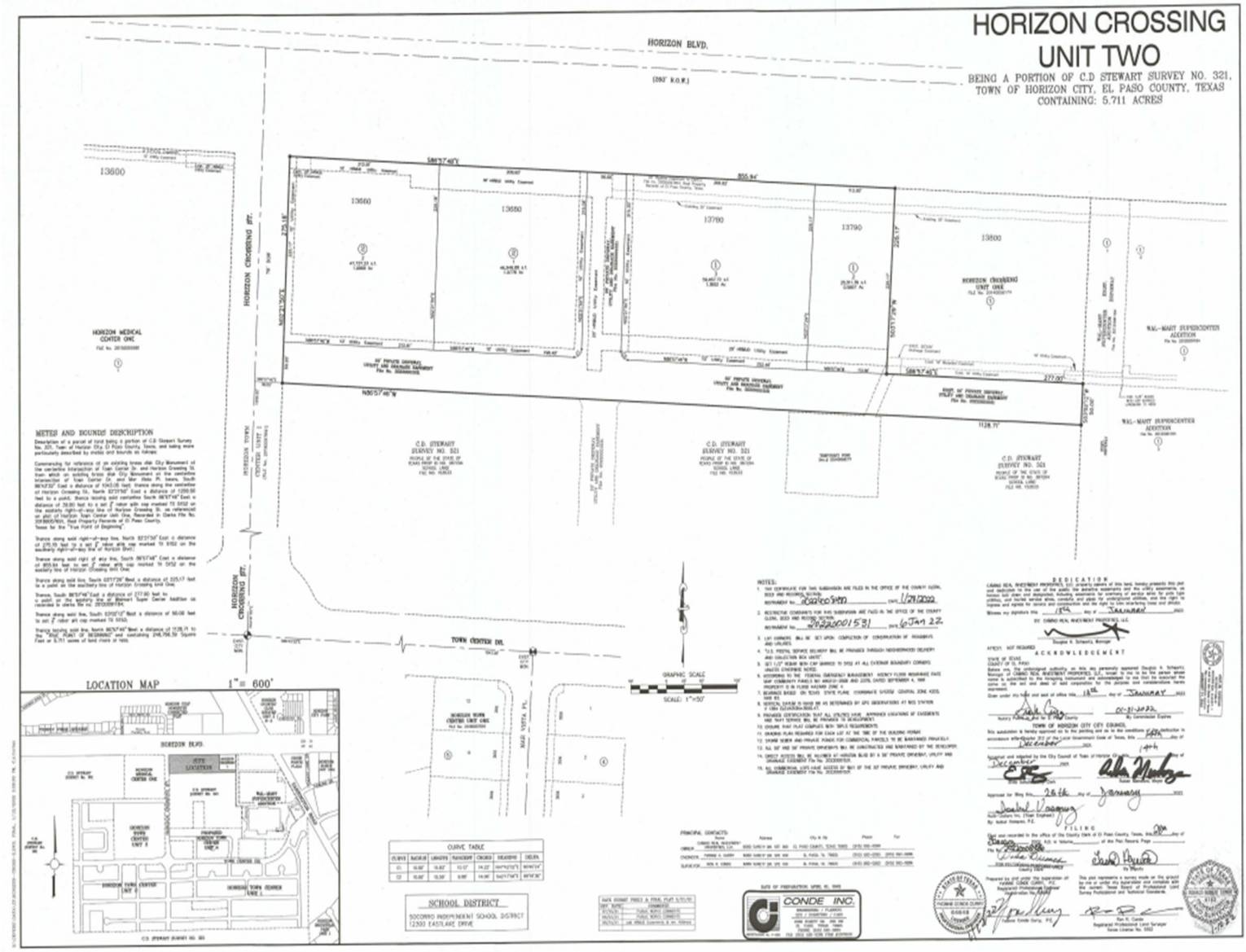


Exhibit "B"
Final Plat Horizon Crossing Unit Three

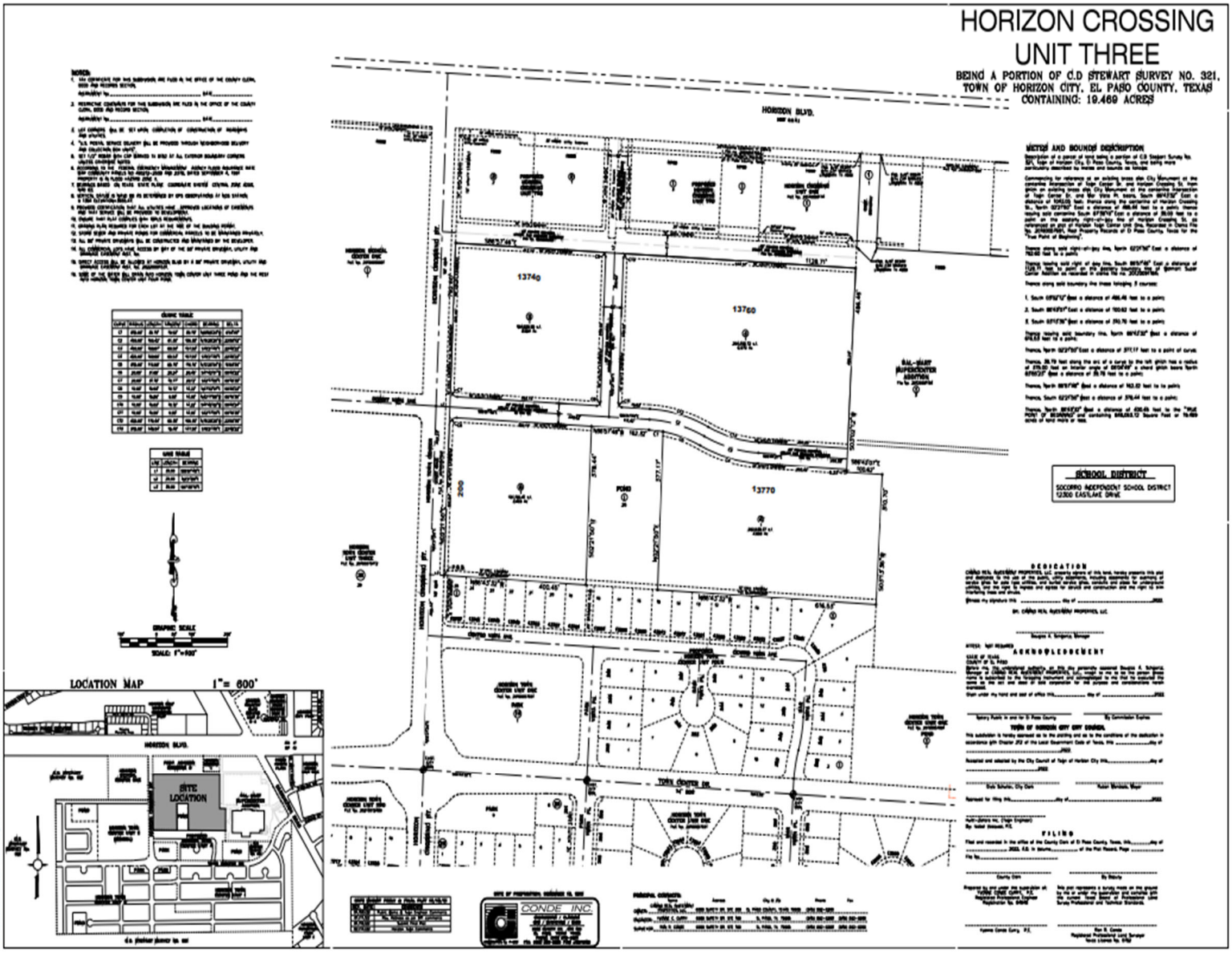
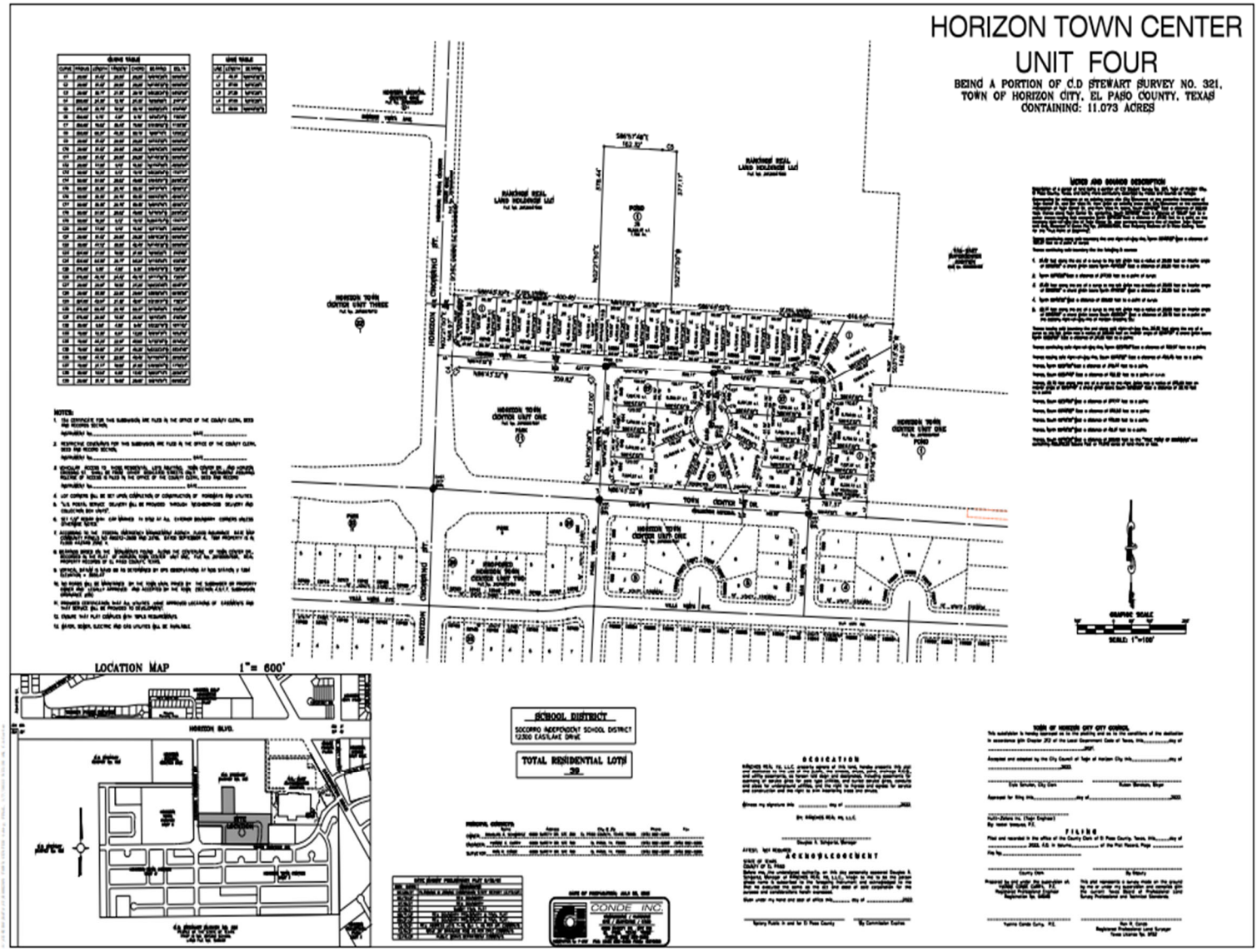


Exhibit "C"

Final Plat Horizon Town Center Unit Four



Horizon City

TOWN OF HORIZON CITY
MEMORANDUM

Date: March 3, 2021

To: Honorable Mayor and Members of City Council

From: Teresa Quezada, CIP Manager

SUBJECT: **Resolution in support of the Town's application for $1,735,000 of RAISE grant planning funds for the planning and design of Horizon Transit Oriented Development infrastructure**

The attached resolution expresses the City Council's support for the submission of an application for the 2022 RAISE grant planning funds for the planning and design of Horizon Transit Oriented Development (TOD) infrastructure to include Dilley and Delake Rds. and the Horizon Transit Plaza.

In the summer of 2021, the City applied for the FY2021 RAISE Grant cycle. This year, the City is again applying for the FY 2022 funding cycle. Similarly to last year, the project application will go through a highly competitive selection process at the U.S. Department of Transportation.

The transportation projects are included in the Metropolitan Planning Organization's (MPO) draft planning documents. If selected at the federal level, the grant funding will be reflected on the MPO's planning documents and the City would enter into a Funding Agreement to establish the duties and responsibilities of the Town and the Department of Transportation to execute the project.

This resolution is intended to document the City Council's support and commitment to sponsor the project, assign a project contact and fund the required project match.

As previously presented to City Council and the TIRZ board, staff is pursuing funding opportunities for key infrastructure improvements in the TOD to leverage the projected Tax Increment Reinvestment Zone (TIRZ) revenues. The RAISE Grant program is an opportunity to seek federal funding for the TOD program of work.

Staff recommends approval of the resolution and authorization to submit the project application.

RESOLUTION

WHEREAS, the U.S. Department of Transportation announced the availability of approximately $75 million for planning and preconstruction activities through the FY 2022 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Transportation Discretionary Grant for transportation projects; and

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

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

WHEREAS, the Tax Increment Reinvestment Zone Board approved bylaws establishing the governance, and powers and purpose of the TIRZ Board on January 25, 2021; and

WHEREAS, the TIRZ Board provides recommendations to the City Council of Horizon City regarding the property and affairs of the zone, including recommendations regarding the execution of the Transit Oriented Development in Horizon City; and

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 City Council of Horizon City intends to submit a RAISE Grant application for $1,735,000.00 for the planning and design of the Horizon Transit Oriented Development infrastructure to include roadway and utility improvements on Dilley Drive and Delake Drive and the Horizon Transit Plaza.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF REINVESTMENT ZONE ONE OF HORIZON CITY, TEXAS:

That the Board of Directors of Tax Increment Reinvestment Zone One of Horizon City, Texas supports the Town of Horizon City's application to the U.S. Department of Transportation for a RAISE Grant for planning and design funds for the Town of Horizon City's Transit Oriented Development infrastructure project.

PASSED AND ADOPTED this_____day of_____, 2022

REINVESTMENT ZONE NUMBER ONE
TOWN OF HORIZON CITY

_____
Ruben Mendoza,
Chairperson

ATTEST:

_____
Elvia Schuller
Board Secretary

APPROVED AS TO FORM:

Theresa Cullen Cordova

Theresa Cullen Cordova
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Teresa Quezada
CIP Manager

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

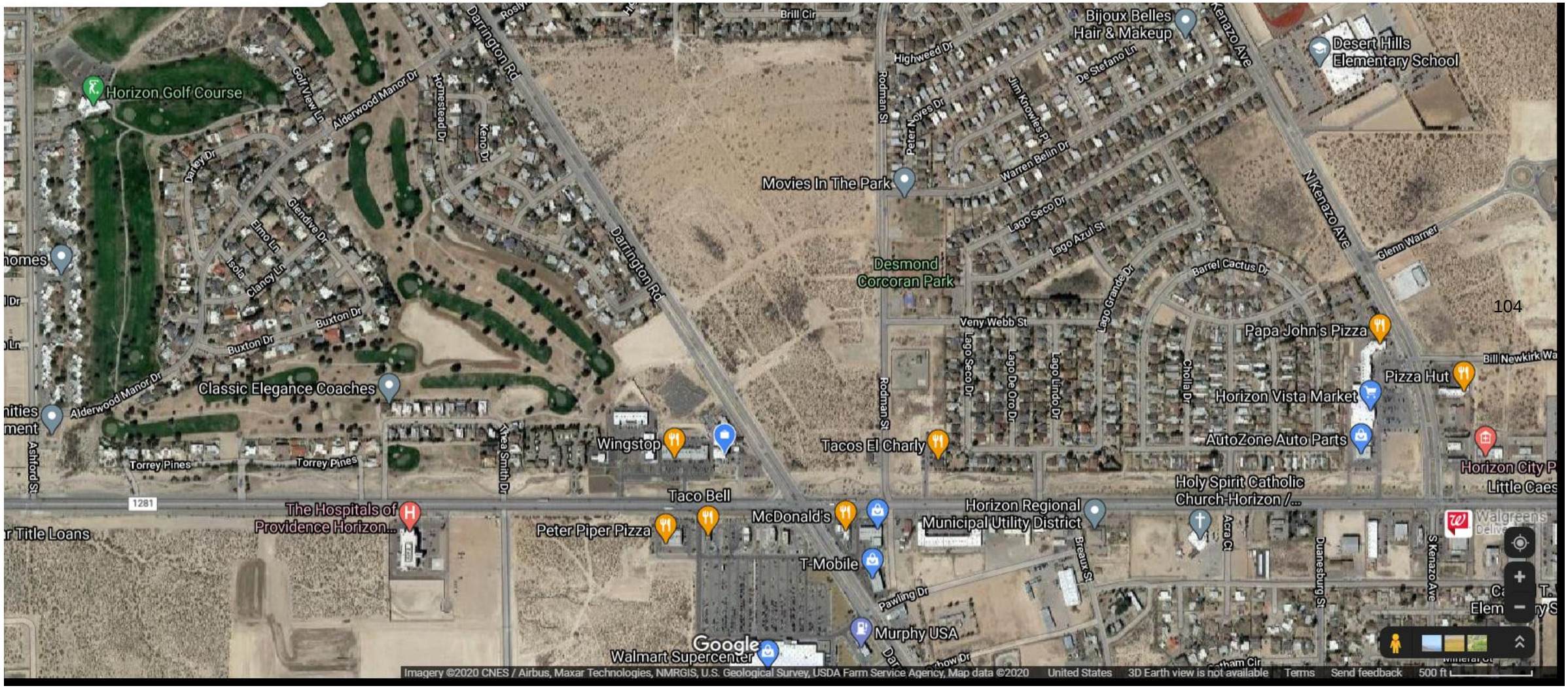
Project Alignment with Merit Criteria

- **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

Adopted by Horizon City Council on February 11, 2020

Transit Oriented/Supported Development

From

Shaping our Horizon: 2030 A Comprehensive and Strategic Plan

Adopted by Horizon City Council on February 11, 2020

TOWN OF HORIZON CITY
MEMORANDUM

Date: March 3, 2022

To: Honorable Mayor and Members of City Council

From: Teresa Quezada, CIP Manager 3/3/2022

SUBJECT: **Discussion and Action: On Change Order #5 to the construction contract with Allen Concrete, LLC for Corcoran "Corky" Park Improvements Project, Solicitation No. CIP 2018-102 (003) and authorizing the Mayor to execute documents**

Change Order No. 5 to the construction contract with Allen Concrete, LLC adds 13 **calendar days to the time for substantial completion and 21 days to the time for final completion** to account for the delay in completing the work that was dependent on receipt of the 4" water meter from the HRMUD.

This time for completion has been requested by the contractor and reviewed and recommended by Sites Southwest, the design consultants and Huitt Zollars, the Town's Construction Manager on this project. The **total contract** amount does not change as a result of this change order and is after these changes is **$2,199,541.28.** The updated **completion date for the project is February 11, 2022.**

Installation of the water meter was part of the critical path to completing the irrigation system, hooking up the restroom building and completing the landscaping on the north side of the park. This additional change order grants time to receive the parts ordered to match the water meter and for the coordination with all involved parties to participate in the walk-through on January 11, 2022.

Since the time added to the project exceeds 5 working or 7 calendar days, staff is presenting the change order to Council.

Change Item	Amount	Time
1. **Increase** – due to delay in completing work dependent on receipt of 4" water meter	**N/A**	**13 days to substantial completion** **21 days to final completion**

Staff recommends approval.

Attachment: Change Order Form

CHANGE ORDER NO. **5** FORM CM 92017A1

PROJECT: Corky Park Improvements **DATE OF ISSUANCE:** March 8, 2022

OWNER: Town of Horizon City
14999 Darrington Rd.
Horizon City, Texas 79928

BID NO. CIP 21-100

CONTRACTOR: Allen Concrete, LLC **ENGINEER:** Huitt-Zollars, Inc.

CONTRACT FOR: Park Improvements **ENGINEER'S PROJECT NO.** R313462.01

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

This Change Order is to extend the contract time for substantial and final completion due to the lead time for materials needed to install 4" water meter. This Change Order will add 13 days to the Contract Time for Substantial and add 21 days to Final Completion.

PURPOSE OF CHANGE ORDER:

Item No. 1 Time extension for the lead time to receive material to install the 4" irrigation meter. The installation of the 4" irrigation meter was park of the critical path to completing the irrigation system, hooking up the restroom building and completing the landscaping on the northside of the park. In order to determine the materials required to install the 4" water, the Contractor had to inspect the meter once it was on site to determine the connection requirements. The 4" water meter was delivered to the site on November 30, 2021. The Sub-Contactor inspected the 4" meter and placed the parts order on December 3, 2021. The parts were received on December 16, 2021 and the Sub-Contractor was able to install the 4" meter on December 17, 2021. To allow the Contractor time to complete the remaining work that could not be completed until the meter was installed, 13 days will be added to the Contract Time for Substantial completion, bringing the Substantial Completion date to January 4, 2022,

Item No. 2- Time extension due to delay in scheduling Substantial Completion Walk Through. The Contractor notified that they were ready for a Substantial Completion Walk Through on January 3, 2022. Due to returning to work after the Holiday and coordinating various stakeholders schedule, the Substantial Completion Walk Through was not conducted until January 11, 2022; therefore, an additional 8 calendar days will be added to the contract time. Final Completion date will be extended by 21 additional Calendar days, to account for the 13 additional days for the lead time to receive the materials to install the 4" irrigation meter and 8 calendar days to account for the Substantial Completion Walk Through delay.

IMPACT TO COST AND CONTRACT TIME (EACH TIME):

Add 13 calendar days to the Contract time to bring the Substantial Completion date to January 4, 2022 and add 21 calendar days to the Contract time to bring Final Completion date to February 11, 2022.

Item No. 1	Contract Cost Increase/Decrease	$	0.00	Contract Time Increase (Substantialaaa0	13	Calendar Days
Item No. 2	Contract Cost Increase/Decrease	$	0.00	Contract Time Increase (Final)	21	Calendar Days

ATTACHMENTS:

Email from Contractor

CHANGE ORDER NO.___5__

PROJECT: Corky Park Improvements

CHANGE IN CONTRACT PRICE:	**CHANGE IN CONTRACT TIME**
ORIGINAL PRICE $2,199,541.28	ORIGINAL CONTRACT TIME **MILESTONES:** **CONTRACT TIME:** Substantial Completion: 270 Days Due Date: October 8, 2021 Final Completion: 300 Days Due Date: November 7, 2021
CONTRACT PRICE PRIOR TO THIS CHANGE ORDER $2,199,541.28	CONTRACT TIME PRIOR TO THIS CHANGE ORDER **MILESTONES:** **CONTRACT TIME:** Substantial Completion: 345 Days Due Date: December 22, 2021 Final Completion: 375 Days Due Date: January 21, 2022
NET INCREASE/DECREASE OF THIS CHANGE ORDER $0.00	NET **INCREASE** OF THIS CHANGE ORDER **MILESTONES:** **CONTRACT TIME:** Substantial Completion: 13 Calendar Days Final Completion: 21 Calendar Days
CONTRACT PRICE WITH ALL APPROVED CHANGE ORDERS $2,199,541.28	CONTRACT TIME WITH ALL APPROVED CHANGE ORDERS **MILESTONES:** **CONTRACT TIME:** Substantial Completion: 358 Days Due Date: January 4, 2022 Final Completion: 396 Days Due Date: February 11, 2022

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

ACCEPTED:

by _____
Contractor

Date_____

REVIEWED:

by _____
Town of Horizon-Public Works Director

Date_____

RECOMMENDED:

by _____
Roxanna Medina, PE
Construction Manager

Date _____

APPROVED:

by _____
Ruben Mendoza-Mayor
Town of Horizon

Date _____

ENGINEER'S SUMMARY AND CLASSIFICATION OF SOURCE OF CHANGE

Change Order No.:	5	
Project:	Desmond Corcoran "Corky" Park Improvement	
Contractor:	Allen Concrete, LLC	
Bid No.:	CIP 21-100	
Construction Manager:	Huitt-Zollars Inc.	
Designer:	Site Southwest, LLC	
Total Impact to Cost:	Increase	$ 0.00
Total Impact to Time:	Increase	13 Calendar days for Substantial
	Increase	21 Calendar days for Final

Item No. 1	**Contract Time Extension due to Delay in Receiving material to install 4" Water Meter**	
Classification:	Unforeseen Conditions	
Impact to Cost:	Increase	$ 0.00
Impact to Time:	**Increase**	13 Calendar days for Substantial Completion
	Increase	21 Calendar days for Final Completion
Justification:	See Change Order No. 5 purpose	
Cost Method:	N/A	

MEMORANDUM

TO: Honorable Mayor Mendoza & City Council

FROM: Assistant Chief M. Rico

DATE: February 22, 2022

RE: Ambulance Service for 2022-2025

Background
The Town of Horizon City has contracted with Elite Medical Transport for the past three years, and that contract has since expired. The annual fee is currently $123,620. The Town recently issued an RFP for ambulance service for the next three years. A committee was established to review the responses as follows:

- Assistant Chief Manuel Rico
- ESD#1 Fire Chief Kris Menendez
- Dispatch Manager Elva Ramos

The committee reviewed the following items:

- Scope of operations
- Type of vehicles that will be utilized
- Response time
- Mutual aid and posting plan
- Medical Control
- Dedicated staff
- Dedicated ambulance
- Reporting
- 24/7 access to a supervisor
- Insurance
- Clinical Capability
- Personnel
- Communications capability
- Experience
- Financial analysis
- Subsidy
- Commencement

Respondents
Two companies responded to the RFP:

1. Elite Medical Transport
2. City Ambulance Service

Elite Medical Transport Proposal

Monthly Service Cost	One Year Total	Three Year Total
$14,724.83	$176,698.00	$530,094.00

City Ambulance Service

Monthly Service Cost	One Year Total	Three Year Total
$116,000	$1,392,000	$4,176,000

Recommendation
The committee reviewed the two proposals and interviewed the respondents. As a result, the committee recommends awarding the ambulance services contract to Elite Medical Transport at the total cost of $530,094.00 over the life of the three-year contract. The annual fee is currently $176,698.00.

ELITE
MEDICAL TRANSPORT

Town of Horizon City

Proposal For Ambulance Service

Solicitation No. 2022-001RFP AMB

Prepared by:
Rob Campion, President
Elite Medical Transport of Texas, LLC.

ELITE
MEDICAL TRANSPORT

January 28, 2022

Dear Mayor Mendoza and Town Council,

"The mission of Elite Medical Transport is to positively impact the lives of our patients, our employees and the communities we serve. We will do this by maintaining safety as our top priority, continually improving our care and being responsive to the needs of those we serve."

This mission is as true today as it was when it was written eleven years ago. We hope that you have seen our team live this mission in the community. It is our sincere hope that we can continue this mission in the Town of Horizon City for many more years to come. It has been our privilege to serve the citizens.

We are pleased to present this proposal for service. As we said in our first proposal, this is the starting point for discussion about how to best serve Horizon City. We are ready to exceed your expectations and continue to be a part of this vibrant and amazing community.

Sincerely,

Rob Campion
President
Elite Medical Transport

Proposal for Ambulance Service

Scope of Operations

Elite Medical Transport will provide one (1) Mobile Intensive Care Unit (MICU) ambulance to the Town of Horizon City on a 24/7/365 basis. This ambulance will be staffed by a Paramedic and an EMT. Personnel will be regularly assigned to the Horizon City station. Elite will provide all equipment and supplies necessary to meet the MICU standards set forth by the Texas Department of State Health Services. This ambulance and crew will be stationed within the boundaries of Horizon City at the ESD #1 Main Fire Station located at 14151 Nunda, Horizon City, TX 79928. Elite Medical Transport is licensed by the Texas Department of State Health Services, License # 1000024.

Vehicle

The vehicle will be a 2019 Ford Transit Type II ambulance with current mileage of 39,803. Elite will replace the vehicle at the 5 year or 150,000-mile mark, whichever comes first. The ambulance will be dedicated to Horizon City and the exterior can be wrapped to promote the town or to look like a city asset. Elite will maintain other vehicles of similar style and certification that can serve as an approved and ready alternate during times of scheduled or unscheduled maintenance. The vehicle will be equipped with a Stryker PowerPro Stretcher and a Stryker Performance Load system. The ambulance provided will be compliant with the Commission on Accreditation of Ambulance Services (CAAS) Ground Vehicle Standard for Ambulances V2.0. These standards are available at www.groundvehiclestandard.org. The vehicle also meets all GSA Star of Life Ambulance requirements and has the certification affixed to the unit.

The vehicle will also be equipped with a Verizon Connect fleet monitoring system. This onboard GPS system shows real time location and speeds as well as creating a record of driving behavior such as G-Force events. It also allows for replay of trips.

Response Times

Elite Medical Transport can provide a response time of eight (8) minutes or less when responding with the dedicated unit. Elite will also enter into mutual aid agreements with other providers (Life Ambulance, City of El Paso) to provide additional resources when demand exceeds capabilities.

In House Mutual Aid and Posting Plan

Mutual aid will be necessary to provide prompt response to all calls for service. Elite recognizes that on occasions there will be simultaneous calls for service. Elite will provide back-up coverage from its own assets that are dedicated to interfacility transports in El Paso and from the Socorro 911 system. For example, if the Horizon City unit is on a call Elite will reposition an ambulance from Socorro to the Horizon Blvd. and Interstate 10 area. If there are no Socorro Units available, Elite will position an

ambulance from the El Paso Operation to the Horizon and I-10 area. This mutual aid and posting plan has been proven to provide continuous and uninterrupted service to Horizon City over the past two years.

In the event of overwhelming call volume or extended arrival times Elite will utilize mutual aid from adjacent EMS Services.

Medical Direction and Online Medical Control

Medical Direction is provided by Dr. Russell Baker, DO. Baker is board certified in emergency medicine and board certified in EMS. Prior to medical school, Baker worked as an EMT at all levels. He is active in quality assurance, training and protocol development. Dr. Baker is an active Emergency Department Physician at UMC El Paso.

Online Medical Control is provided through a contract with the Emergency Department Physicians at The Hospitals of Providence- Horizon Campus. Field providers are able to speak directly to the on-duty physician in instances where physician input/direction is required. These calls are captured on a recorded line for quality assurance purposes. The medical director provides training on protocols and capabilities to the Online Medical Control Physicians.

Dedicated Staff

Elite will utilize full time staff dedicated to Horizon City. We believe that this method creates better working relationships with first responders and law enforcement, better area familiarization and the ability to create systems of care outside of the traditional "call-respond" service model.

Dedicated Ambulance

The ambulance described above will be solely dedicated to 911 response in Horizon City and mutual aid as defined in the mutual aid agreements. The unit will not be utilized for other duties such as transfers except for emergency transfers from The Hospitals of Providence Horizon Campus.

Reporting

Elite will report performance metrics to Horizon City on a monthly basis. These reports include but are not limited to response times, call profiles (ALS, BLS, Cancellations, Refusals, etc.). Response times not meeting the 8 minute requirement will be detailed in an exception report. This report will list information about the call and the reasons for the delayed response. Elite and Horizon City can then work collaboratively to address the reasons for delayed responses. Elite will provide any ad hoc reports requested by the city to include financial information related to the Horizon City Operation, personnel certifications, treatments provided and other data that may be of importance.

24/7 Access to a Supervisor

Elite will ensure that Horizon City has immediate access to an Elite supervisor at all times. Elite has four supervisors that ensure continuous coverage of the operation. The President and Operations Manager are also available at all times.

Insurance

Elite maintains insurance coverage at the following levels.
Commercial General Liability- $1,000,000/occurrence $3,000,000/aggregate
Automobile Liability- $1,000,000/each accident
Auto Deductible- $1,000
Umbrella Policy- $5,000,000
Workers Compensation- $1,000,000/ per statute

Clinical Capability

Elite Medical Transport carries and maintains protocols for all medications listed in the scope of work. In addition to the medications listed, Elite Medical Transport also carries or has protocols for:

1. Intraosseous Access via the SAM IO Drill, Needle and Stabilizer System
2. Needle Decompression of the thorax
3. Cricothyrotomy for emergency air access
4. CPAP and Bi-PAP devices and protocols for non-invasive respiratory and airway support
5. Induced Hypothermia for post resuscitation care
6. Gastric Tube Insertion
7. Nebulized Epinephrine for refractory respiratory distress
8. Online Medical Control
9. Extensive Pediatric Protocols

Personnel

Personnel will be assigned to the Horizon City operation as a primary full-time assignment. All personnel are required to submit to a background check, drug test, Medicare exclusion screening, interview and reference check prior to hire. Motor Vehicle Record checks occur at time of hire annually thereafter. Elite maintains adequate numbers of paramedics and EMT's to ensure coverage during times of scheduled or unscheduled absence of primary employees. All personnel go through a 24 hour orientation covering numerous topics such as safe driving practices, protocol review, policy and procedure, to name a few. Following orientation, they are assigned to 36 hours of clinical ride along

shifts to ensure compliance and proficiency with protocols and procedures prior to being cleared for full duty.

Communications Capability

Elite Medical Transport maintains a 24/7 communications center at our main station at 1000 Texas Ave. El Paso, TX. This communications center is staffed by no less than 2 communications specialists at all times. The center has redundant internet, telephone and computer systems.

The communication center is integrated with the El Paso 911 center and receives calls for service via Net Viewer in real time as it is received. The communications center is capable of dispatching 911 units via radio and cell phone as back up. Additionally, crews are dispatched via overhead station alerts through their stationing at ESD #1.

The ambulances are equipped with radios capable of communicating with ESD #1 first responders. Crews carry portable radios with ESD channels.

The Verizon Connect GPS tracking system is monitored inside of the communications center and personnel are aware of when the responding ambulance starts and when it goes enroute.

Previous Experience

Elite Medical Transport has provided dedicated 911 to the City of Socorro, Texas since October 2019. Under this agreement, Elite has provided two dedicated ambulances continuously with one ambulance designated MICU and the second ambulance staffed at the ALS level which exceeded the contract requirement. The average response time for all calls in Socorro in calendar year 2021 was 8:46. There were a total of 2,939 calls for EMS resulting in 1,664 transports.

Elite Medical Transport provides aid to 911 systems in El Paso County and Luna County (NM). Under these arrangements the company provided aid 68 times in 2021. All ambulances are identical in capability and equipment carried allowing the nearest ambulance to promptly respond for service. These arrangements have been in place since 2007.

Elite Medical Transport was selected to be the ambulance provider by the United States Government for the unaccompanied migrant children camp at Ft Bliss beginning in March of 2021 and to be the ambulance provider for Operation Allies Welcome (Afghan Refugees) at the Dona Ana Range Complex. Operation Allies Welcome from August 18 through December 30, 2021. Under these contracts Elite provided emergency response within the camps and transport to local hospitals. During Operation Allies Welcome, Elite was able to provide a total of ten fully staffed ambulances to the government contracts. This number currently stands at three ambulances under contract but demonstrates the capability of the company to meet surge demands in dynamic environments.

Financial Analysis

The following assumptions are based upon an estimated call volume of 700 calls per year. The call volume is based upon the previous two years of experience operating in Horizon City and takes into account the volume increase with the additional micro hospital transports. The assumed reimbursement per call is $375
The estimated revenue from fee-for-service ambulance response is $262,500
The estimated direct operating expense (DOE) is $439,198.
The difference between DOE and income is $176,698.

Direct Operating Expense (Annual Basis):

Personnel Costs: $359,512

Vehicle Expense: $33,758

Supplies and Medications: $39,758

General and Administrative: $6,170

Total DOE: $439,198

More detailed financial projections are available upon request. The financial model can also be adjusted in accordance with the discovery of new information.

Subsidy

Based upon the above information a subsidy will be required. Based upon historical financial performance we believe this subsidy amount to be 176,698 annually and paid in quarterly installments of $44,174.50. This subsidy could be adjusted annually based on factors such as run volumes, changes in reimbursement trends and the Consumer Price Index.

Commencement

In the event of a contract award, Elite Medical Transport is ready to commence operations immediately and without delay.

Summary of Key Personnel

Dr. Mario Padilla, MD- Owner and CEO

Dr. Mario Padilla is a long time OB/GYN Physician with deep roots in the community. Padilla has been involved in EMS since acquiring Rio Grande Ambulance in 1999. He retired from practice in 2018 and is now solely focused on providing quality ambulance service to the region.

Rob Campion, Owner and President

Rob Campion has over 20 years of EMS experience as a paramedic and EMS executive. He joined Elite Medical Transport in 2011 and has been the president of the company since 2012. Prior to Elite, Campion was the Director of Business Development for Omniflight Helicopters with responsibility for the growth activities of over 40 air medical bases. Under his leadership the company has expanded operations into Portales, Carlsbad, Socorro and Horizon City and has become the regional leader in specialty care transport. He remains active as a paramedic and earned his MBA from University of Texas-Permain Basin,

Dr. Russell Baker, DO

Dr. Baker serves as the medical director for Elite Medical Transport and has been in this role since 2014. Baker is Board Certified in both Emergency Medicine and Emergency Medical Services. Prior to medical school he worked as an EMT at all levels for several years. Dr. Baker is currently an ED physician at UMC and an associate professor at the Paul L. Foster School of Medicine. He is also the medical director for Border Patrol El Paso Sector, American Medical Response Las Cruces and Alamogordo, and El Paso Fire Department.

Vanesa Marquez, Operations Manager

Vanesa Marquez joined Elite Medical Transport in May of 2011 as a communication specialist and served as the communications manager from 2015 to 2021. She was promoted to Operations Manager in January 2022. In this role, she is responsible for the day-to-day delivery of high-quality ambulance operations and staff performance. Ms. Marquez is an EMT and has demonstrated exemplary performance in field, communication and managerial roles.

Joel Estrada, Communications Manager

Joel Estrada joined Elite Medical Transport August of 2018 as a communication specialist and communications supervisor. He was promoted to communications manager in January 2022. In this role he is responsible for the prompt dispatch and tracking of units to calls for service. He oversees a communications team of 12 communications specialists that manage over 20,000 calls for service per year.

Christine Ortiz, Patient Financial Services Manager

Christine Ortiz joined Elite Medical Transport in 2008 as a billing specialist. She has had roles of increasing responsibility and now oversees a department of six patient financial services specialists that process over 20,000 claims per year. Christine in responsible for compliant billing practices, protecting patients from unnecessary out of pocket expense through benefit coordination and compassionate collection practices.

Oscar Martinez, Fleet Maintenance Supervisor

Oscar Martinez joined Elite in March of 2019 as a fleet mechanic. In his current role, he supervises a team of ASE certified mechanics who ensure the fleet is ready to meet the needs of our patients. The Elite fleet consists of more than 40 vehicles and covers over 1 million miles per year. Oscar is an ASE Certified Mechanic with over 15 years of experience.

Brandon Birdsong, Equipment and Supply Coordinator

Brandon Birdsong Elite Medical Transport in January of 2021 as an EMT. He is also qualified as a relief dispatcher. Brandon assumed equipment and supply duties in May of 2021. In this role, he is responsible for inventory, procurement, maintenance and tracking of equipment and supply. This role ensures that adequate stocks of supplies are available to frontline providers and equipment is maintained in accordance with manufacturer guidelines.

References

City of El Paso
Battalion Chief Gustavo Tavarez
El Paso Fire Department
(915) 212-5635
tavarezgg@elpasotexas.gov

Elite has provided mutual aid response to the City of El Paso since 2007.

City of Deming
Chief Joe Owen
(575) 546-8848
309 S. Gold Ave.
Deming, NM 88030
jowen@cityofdeming.org

Elite has provided mutual aid response and 911 response to the City of Deming since 2004.

City of Socorro
Adriana Rodarte, City Manager
(915) 858-2915
124 S. Horizon Blvd.
Socorro, Texas 79927
citymanager@costx.us

Elite has provided 911 Ambulance Service for the City of Socorro since 2019.

Additional references are available upon request.

MFG BY: PRIORITY EMERGENCY VEHICLES		DATE OF MANUFACTURE MO., YR.: OCTOBER 2019	
ADDRESS: 105 W REDCUT	CITY: FOUKE	STATE: AR	ZIP: 71837

THIS AMBULANCE CONFORMS TO FEDERAL SPECIFICATION KKK-A-1822 IN EFFECT ON THE DATE OF MANUFACTURE SHOWN ABOVE.

AMBULANCE
INDENTIFICATION NUMBER: 1FDYR2CM1KKB28060

TYPE: II	CLASS:	FLOOR PLAN:	SERIAL NO:
CURB WEIGHT: 6,800	PAYLOAD LB. MAX: 2,200		GROSS WT. MAX: 9,000

PEV

"STAR OF LIFE" AMBULANCE
MADE IN THE U.S.A

TEXAS
Health and Human Services

Texas Department of State Health Services

This certifies that

ELITE MEDICAL TRANSPORT OF TEXAS LLC DBA ELITE MEDICAL TRANSPORT

License Number: 1000024

has submitted acceptable evidence of compliance with the Texas Health and Safety Code, Chapter 773, the Texas EMS Act, and is hereby granted a License as a **TEXAS EMERGENCY MEDICAL SERVICES PROVIDER**. This License is not transferable and is valid only for use by the provider named above.

JOHN HELLERSTEDT MD
COMMISSIONER

Expiration Date: 5/31/2023

If you have a complaint about the services you have received from this EMS Provider or if you have a reason to believe that a violation of Texas EMS regulations has occurred, please report your concerns to the Texas Department of State Health Services at:

1-800-452-6086 or by email to **EMS_Complaint@dshs.texas.gov**

Document Number: 7701

Section E
OFFER/BID FORM

FAILURE TO BID ON ALL ITEMS SHALL DEEM THE PROPOSER/ NON-RESPONSIVE.

Monthly Services Cost	One Year Total (per month cost x 12)	Three Year Total (annual cost x 3)
$14,724.83	$176,698	$530,094

NOTE: in the event that the contract is extended as per Section 1 in the Contract Clauses, any month-to-month extension will be paid on the price per month for the Scope of Work Services. Should the City extend the contract for one or both one-year options, the pricing for such an additional year will be the one-year total for the Scope of Work Services.

Line item entries shall prevail over sum total entries. When discrepancies exist between unit prices and corresponding extended prices, unit prices shall prevail.

EXCEPTIONS

Section G

PROPOSER INFORMATION SHEET/SIGNATURES

Company Name	Elite Medical Transport of Texas, LLC
Address	1000 Texas Ave.
City, State, Zip	El Paso, TX 79901
Phone Number	(915) 542-1144
Fax Number	(915) 542-0706
Email Address	R.Campion@elitemedical.org
Tax Identification Number	20 8201707
Signature of Authorized Agent	
Printed Name of Authorized Agent	Rob Campion
Title	President
Date	January 28, 2022

If the Proposer is a corporation, the following Certificate should be executed:

I, Mario Padilla, certify that I am the Corporate Secretary of the corporation named as Proposer hereinabove; that Rob Campion, who signed the a foregoing offer on behalf of the Proposer was then President of said corporation; that said proposal was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate Secretary Signature and Corporate Seal

____ DBA certificate attached (if required)

Section F

ADDENDUM RECEIPT

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

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

Elite Medical Transport of Texas, LLC.
PROVIDER

BY

President
TITLE

Seal and Authorization (if a corporation)

ATTEST:

1000 Texas Ave. El Paso, TX 79901
ADDRESS

SECRETARY

(915) 542-1144
TELEPHONE

Section I

STATE OF TEXAS)
)
COUNTY OF EL PASO)

CERTIFICATION OF NONCOLLUSION

The proposer, being sworn, deposes and says, Elite Medical Transport of Texas LLC; the proposer submitting this proposal and its agents, officers or employees have not directly or indirectly entered into any agreements, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or with any City official.

Signature

President
Title

SUBSCRIBED AND SWORN to before me by Bob Campion
on this 28 day of January, 2022.

TAMMIE MONTES
Notary ID #129964779
My Commission Expires
September 19, 2022

Tammie Montes
Notary Public

9-19-2022
My Commission Expires

Request for Proposals

TOWN OF HORIZON CITY EMERGENCY AMBULANCE SERVICES

Solicitation No. 2022-001RFP AMB

Sealed bids will be received until February 3, 2022 at 2:00 p.m. MST

Return Bid to:

Gerardo "Efisio" Setzu
Town of Horizon City
14999 Darrington Road
Horizon City, Texas 79928

TABLE OF CONTENTS

Town of Horizon City Emergency Ambulance Services Contract

Section A
NOTICE TO PROPOSERS

The Town of Horizon City ("City") will accept proposals for emergency ambulance services for an initial contract term of (3) years beginning on the date of the award by the City Council or indicated date, with two additional one-year options to extend the term exercisable at the City's sole discretion. The emergency ambulance service provider shall provide emergency ambulance services to the City on a 24/7 basis utilizing established best practices. This Request for Proposal ("RFP") includes a detailed scope-of-work and the proposed contract terms/conditions.

Proposals must be submitted to the City's Purchasing Agent Office on or before 2:00 p.m. MST on. Please clearly mark the outside of your sealed envelope as "Proposal for Emergency Ambulance Services Contract." Proposals received after the submission deadline shall be returned unopened and will be considered void and unacceptable. The City is not responsible for delayed mail, carrier, etc., and the time/date stamp clock used upon receipt of any proposal in the City shall be the official time of receipt.

The proposals filed with the City shall be opened at the time stated in the advertisement, or any subsequently issued addendum, and publicly read aloud, and shall thereafter remain on file with the City.

The proposer agrees, to furnish all items supplies or services at the prices offered, and delivered at the designated point or points, within the time established for the contract if this offer is accepted within ninety (90) consecutive days from the date set for the receipt of offers. All offers shall expire on the 90th day after the offers are opened unless the Town of Horizon City requests an extension of the offers in writing and the proposer agrees to extend in writing.

Schedule of Events

The following Schedule of Events represents the City's estimate of the timetable that will be followed in connection with this solicitation:

EVENTS	DATE AND/OR TIME
Release RFP	Jan. 14, 2022
Last Day for Proposers to Submit Written Questions	Jan. 27, 2022 12:00 p.m. MST
Answers provided*	Feb. 1, 2022
RFP Due Date	Feb. 3, 2022 2:00 p.m. MST
Bid Opening and List of Proposers Read Publicly	Feb. 3, 2022 3:00 p.m. MST
Evaluations	Feb. 10, 2022
Council to Meet to decide on Contract Award	Mar. 8, 2022
Notification of Award	Mar. 9, 2022

The City reserves the right, at its sole discretion, to adjust this Schedule of Events as it deems necessary. If necessary, the City will communicate adjustments to any event in the Schedule of Events in the form of an amendment. *Amendments (answers/addenda) to this Solicitation will only be issued and posted on the City's website at www.horizoncity.org.

Contract Period

The term of this contract shall be for an initial term of three (3) years, with two (2) options to extend for an additional year at the City's sole discretion, as further provided in Section J, paragraph 1.

Notification to Unsuccessful Proposers

All awards are made by the City Council and posted on a regular or special agenda of the City Council in accordance with state law. All City Council agendas are posted on the Town of Horizon City's Web Page for review. The URL is: http://www.horizoncity.org. No other notice to unsuccessful proposers will be provided.

Section B

INFORMATION FOR PROPOSERS

The City will award the contract to the proposer that submits the proposal which is most responsive to this RFP and the City's needs. The evaluation of proposals and selection of the successful proposer (the "Provider") shall not be based solely upon price but on the proposal, which receives the highest cumulative score for each of the evaluation factors delineated herein.

The successful proposer must have at least one existing client in comparable size or project scope to the City, or larger, as further described in **Section H.**

SUBMISSION DEADLINE

Proposals must be submitted to the City's Purchasing Agent on or before **February 3, 2022 at 2:00 p.m. MST on**. All bids must be in a sealed envelope clearly marked with the bid description "Proposal for Town of Horizon City Emergency Ambulance Services" on the outside of the envelope. Proposals received by the Front Office of the Horizon City Hall after the submission deadline shall be returned unopened and will be considered void and unacceptable. The City is not responsible for delayed mail, carrier, etc., and the time/date stamp clock used upon receipt of any proposal in the Front Office of the Horizon City Hall shall be the official time of receipt.

The proposals filed with the City shall be opened at the time stated in the advertisement, or any subsequently issued addendum, and publicly read aloud, and shall thereafter remain on file with the City.

RESPONSIVE PROPOSALS MAY NOT BE FAXED OR E-MAILED.

Proposals may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by the proposer guaranteeing authenticity. After the official opening, proposals may not be amended, altered, or withdrawn within ninety (90) consecutive calendar days without the written permission of the City.

No verbal or oral information given by the City or any official thereof shall be binding upon the City. Proposers shall rely exclusively upon their own estimates, investigations and other data which are necessary for full and complete information upon which the proposal may be based. Any proposer, by submitting a proposal, represents and warrants: that it has prepared its proposal in accordance with the scope of services and general conditions, with full knowledge and understanding of the terms and provisions thereof; that it has reviewed, studied and examined the proposal prior to the signing and submission of same; and that it was cognizant of the terms of its proposal, verified its calculations and found them to be correct and agrees to be bound thereby.

CONDITIONAL PROPOSALS WILL NOT BE ACCEPTED

NOTICE: STATE SALES TAX

The City is by statute exempt from the State Sales Tax and Federal Excise Tax. The City will furnish, upon request, sales tax exemption forms to the Provider that is awarded the contract under this solicitation. The proposer shall bear the responsibility of any sales or use tax if any product or supply is deemed to be taxable by the State. Such situations may include paying state sales tax for the purchase, rental or lease of tools, machinery and equipment used in the performance of the awarded contract and for materials purchased which are not incorporated into the completed project. It is the obligation of the proposer to ascertain the amount of state sales tax to be paid under Chapter 151 of the Texas Tax Code and to include this amount in its bid submitted to the City. For further information, the proposer may wish to contact the Office of the Texas Comptroller of Public Accounts at 1-800-252-5555.

REQUESTS FOR CLARIFICATION

In order to meet the City's schedule for awarding this contract, it is extremely important that requests for clarification or additional information, or requests for a change in the specifications or scope of work, be submitted in writing no later than **12:00 pm MDT on January 27, 2022.** Each interested party submitting questions shall clearly address each question by reference to a specific section, page, and item of this solicitation. Questions submitted after this date may not receive a response. Please refer to this Solicitation/Contract Number and Title in all correspondence.

SOLICITATION ADMINISTRATOR - CONTACT INFORMATION

Primary Contact	If Primary is not available due to an Emergency
Gerardo "Efisio" Setzu Purchasing Agent 14999 Darrington Road Horizon City, TX 79928 (915) 852- 1046, ext. # 114 gsetzu@horizoncity.org	Pat Randleel Finance Director 14999 Darrington Road Horizon City, TX 79928 (915) 852-1046, ext. #104 prandleel@horizoncity.org

It is the proposer's responsibility to follow up and make certain that the City's Purchasing Agent received the request. Proposers shall promptly notify the City's Purchasing Agent of any ambiguity or inconsistency which they may discover upon examination of a solicitation document. During the bid process, proposers shall not contact any City staff except those designated in the text of this solicitation or in subsequent documentation. The City Council has adopted an ordinance forbidding communication during the solicitation period, except with the Solicitation Administrator who is the Purchasing Agent.

Non-compliance with this provision may result in rejection of the offer involved.

COPIES REQUIRED

ONE COMPLETE ORIGINAL COPY (**signed in blue ink**), ONE PAPER COPY, and ONE ELECTRONIC COPY of the PROPOSAL PACKAGE are required. Proposers must provide enough information with their proposal to constitute a definite, firm, unqualified and unconditional offer. The proposer shall submit its proposal with the required forms (UNALTERED) as furnished by the City. All proposals shall contain the following:

1. Those pages on which you are required to fill in prices, furnish other information, or which call for a signature, and
2. Any other information requested.

The submission or attachment of company "Quotation Forms" or any other documents containing alternative terms and / or conditions is not acceptable and may result in a proposal being deemed non-responsive. Unauthorized additions, serious omissions, bids that do not contain a unit price where required or irregularities of any kind which make the proposal incomplete, indefinite, or otherwise ambiguous are not acceptable and may result in a proposal being deemed non-responsive.

CONDITIONS OF WORK

It shall be each proposer's sole responsibility to inspect the sites of the work and to inform itself regarding all local conditions under which the work is to be done. It shall be understood and agreed that all such factors have been thoroughly investigated and considered in the preparation of the proposal submitted.

Section C
INSTRUCTIONS TO PROPOSERS

1. RECEIPT AND OPENING OF PROPOSERS

- Proposals received in the Front Office of the Horizon City Hall after the submission deadline shall be returned unopened and will be considered void and unacceptable. The City is not responsible for delayed mail, carrier, etc., and the time/date stamp clock used upon receipt of any bid in the Front Office of the Horizon City Hall shall be the official time of receipt.

- Proposals are solicited for furnishing the materials and services set forth in this RFP. Completed proposals must be received in the Front Office of the Horizon City Hall by the deadline stated above. All proposals must be in a sealed envelope clearly marked with the solicitation description and opening date on the outside of the envelope. If submitting your proposal by express mail, please place the proposal in a separate sealed envelope inside the carrier's envelope.

- **PROPOSALS MAY NOT BE FAXED OR E-MAILED.**

- Proposals may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by the proposer guaranteeing authenticity. After the official opening, proposals may not be amended, altered, or withdrawn within ninety (90) consecutive calendar days without the written permission of the City.

2. PREPARATION AND CONTENT OF PROPOSALS

- Proposals are advised that the documents included into this proposal packet shall constitute all the information which the City shall furnish. The City does not make any express or implied warranties relating to such documents. A proposer is required, prior to submitting any proposal, to review and read the scope of work, solicitation, and contract forms carefully; to visit the site of the work; to inform itself by its independent research, tests and investigations of the difficulties to be encountered and judge for itself the accessibility of the work and all attending circumstances affecting the cost of doing the work or time required for its completion; and to obtain all information required for its completion; and to obtain all information required to make an intelligent proposal.

  - All Proposals shall contain the following information:

    A. A proposal to provide services, **no longer than fifteen (15) pages**, shall include experience, name and biographies or resumes of all persons who will or may be assigned to provide assistance under this RFP.

B. Those forms attached to this proposal in **Sections E through J** on which the proposer is required to furnish other information or which call for a signature.

C. A proposer must also supply at least three (3) references on the form provided in **Section H**, excluding City departments and employees, for which a proposer has provided continuous services for at least the past two (2) years, including an existing client in comparable size or project scope to the City, or larger. Include name of the client, address, telephone number and name of representative with whom the City may speak.

D. The cost proposal on the form provided in **Section E**, Proposer Information Sheet/Signature shall include all fees and costs necessary to complete the work, including but not limited to the following: labor, insurance, overhead, travel time, mileage, and be exclusive of taxes.

E. Any other information requested.

3. ADDENDA AND INTERPRETATIONS

- No interpretation of the meaning of this solicitation or any other documents will be made to any interested party or proposer verbally. Every request for such interpretation should be in writing addressed to the Purchasing Agent, 14999 Darrington Road, Horizon City, Texas 79928. To be given consideration, the request for clarification or interpretation must be submitted and timely received, as stated in **Section B**, Requests for Clarification. Any and all such interpretations, and any supplemental instructions, will be in the form of written addenda to the solicitation which, if issued, will be delivered by Email or Fax to all prospective proposers at the respective addresses furnished for such purposes. Failure of any proposer to receive any such addendum or interpretation shall not relieve such proposer from any obligation under its proposal as submitted. All addenda so issued shall become part of the contract documents and must be acknowledged on the proposal form.

- Any interpretations, corrections or changes to this RFP will be made by written addenda. The sole authority to issue addenda shall be vested in the City Purchasing Agent. Addenda will be sent to all who are known to have received a copy of this RFP.

- A proposer shall acknowledge receipt of all addenda as provided in **Section F** and all addenda so issued shall become part of the contract documents.

4. SIGNATURE FORMALITIES

- A proposer shall sign and date its proposal where shown in the signature block in the form in **Section G.** The person signing the proposal must have the authority to bind

the proposer in a contract. Proposals which are not signed where indicated may be rejected.

- If the proposal is submitted by an individual, the proposer's name must be signed by the individual or a duly authorized agent. If the proposal is submitted by an association or partnership, the name and address must be given, and the proposal signed by a duly authorized member of the association or partnership. If the proposal is submitted by a corporation, the full corporate name and business address must be given, and the proposal signed by a duly authorized corporate officer or agent. Powers of attorney authorizing agents to sign the proposal must be properly certified and must be in writing and submitted with the proposal. The proposal shall be executed in ink.

- If the proposer is a corporation, a Corporate Certificate must be completed by the Secretary or by another officer if the proposal is signed by the Secretary. In lieu of the certificate, there may be attached to the proposal, copies of as much of the records of the corporation as will show the official character and authority of the officers signing, duly certified by the Secretary or Assistant Secretary under the corporate seal to be true copies.

- If the proposer is a partnership, each partner should sign the proposal. If the proposal is not signed by each partner, there should be attached to the proposal a duly authenticated power of attorney evidencing the signer's authority to sign such proposal for and on behalf of the partnership.

- If the proposer is an individual, the trade name (if the proposer is operating under an assumed name) should be indicated in the proposal and the proposal should be signed by such individual. If signed by one other than the proposer, there should be attached to the proposal a duly authenticated power of attorney evidencing the signer's authority to execute such proposal for and on behalf of the proposer.

- A DBA certificate must be provided if the proposer uses a trade name in the solicitation documents other than the name under which the company was organized.

5. SUBMISSION OF PROPOSAL – CONFLICT OF INTEREST

In addition, Section 176.006 of the Texas Local Government Code requires a proposer/offeror ("vendor") to file a conflict of interest questionnaire if the vendor has a business relationship with the City and has:

a) an employment or other business relationship with an officer or an officer's family member that results in that person receiving taxable income that is more than $2,500 in the preceding twelve months; or

b) has given an officer or an officer's family member one or more gifts totaling more than $250 in the preceding twelve months.

A vendor is required to file a questionnaire not later than the seventh business day after the later of the following:

a) **the date the vendor begins discussions or negotiations to enter into a contract with the City or submits an application or response to a bid proposal; or**

b) **the date the vendor becomes aware of a relationship or gives a gift to an officer or officer's family member.**

State law requires that a vendor file an updated questionnaire with the City Secretary's office annually, before September 1st, and or not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate. Compliance with this law is the responsibility of each vendor.

Note—only Form CIQ, adopted 1/01/2021 or as may be further amended, may be used.

- If this proposal is accepted and approved by the City, this proposal shall be incorporated into a contract. No oral agreements either expressed or implied shall be valid. No different or additional terms will become part of this contract with the exception of a change arising.

- By accepting this RFP and submitting a proposal on the item(s) set forth above the vendor is accepting any and all of the general conditions set forth above and any additional specifications and conditions contained within the form of contract attached.

- A vendor may be disqualified, and its proposal not considered for the following specific reasons:

a) reason for believing collusion exists among the vendors;
b) reasonable grounds for believing that any vendor is interested in more than one proposal for the work contemplated;
c) the proposal being currently in any litigation against the City, or where such litigation is contemplated or imminent, in the opinion of the City and in consultation with the City's legal counsel;
d) the vendor being in arrears on any existing contract or having defaulted on a previous contract;
e) lack of competency, responsibility, or financial capability;
f) uncompleted work which in the judgment of the Purchasing Agent/Finance Director or designee shall prevent or hinder the prompt completion of additional work if awarded.

6. METHOD OF AWARD

- All proposals meeting the intent of this RFP will be considered for award.

- After proposals are opened, the proposals shall be tabulated for comparison on the basis of the evaluation criteria set forth within this RFP. Until final award of the contract, the City reserves the right to reject any or all proposals, to waive technicalities or irregularities at its option, to re-advertise for new proposals or proceed to do the work otherwise in the best interests of the City. Each proposer will be furnished a copy of the proposal tabulation upon request following the award of the contract by the City Council.

- The City may conduct a survey relating to the proposer's record of performance on past and present projects that are similar to the scope of work identified in this RFP, which may include services/projects not identified by the proposer. The City reserves the right to perform whatever research it deems appropriate in order to assess the merits of any proposer's proposal. Such research may include, but not necessarily be limited to, discussions with outside vendors, interviews and site visits with the proposer's existing clients and analysis of industry reports. The City will make a finding of the proposer's Technical Resources/Ability to perform the bid scope of work based on the results of the survey. A proposer will be determined responsive if the City determines that the results of the Technical Resources/Ability survey reflect that the proposer is capable of undertaking and completing the bid scope of work in a satisfactory manner.

- The Contract shall be deemed as having been awarded when formal written Notice of Award shall have been duly served upon the Provider to which the City has awarded the contract by some officer or agent of the City duly authorized to give such notice. The Provider shall commence work on.

- Delivery of the NOTICE OF AWARD shall be hand-delivery, evidenced by a written and dated receipt, or by Certified Mail, and the date of receipt shall be established as the date of Delivery shown on the US Postal Service Domestic Return Receipt form or facsimile confirmation.

- The person or persons, partnership, company, firm, association, or corporation to whom a contract is awarded shall within ten (10) working days after receipt of the contract sign the necessary agreements entering into the required contract with the City and provide the necessary evidence of insurance as required under the contract documents within fifteen (15) days. No contract shall be binding on the City until all authorized signatures required by law have been affixed and the executed contract delivered to the Provider.

- The failure of the Provider to execute the contract within ten (10) days or provide the required evidence of insurance shall constitute a breach of its bid and the City may annul the award. In the event the City should seek new informal bids, the defaulting Provider shall not be eligible to submit a proposal.

7. CONE OF SILENCE POLICY

A "Cone of Silence" is imposed upon this bid after advertising and terminates at the time the City Clerk places a written recommendation on City Council Agenda. The Cone of Silence prohibits any communication regarding this Request for Proposals between, among others:

- Potential vendors, service providers, bidders, lobbyists or consultants and City's professional staff.
- Potential vendors, service providers, bidders, lobbyists or consultants, any member of the City's professional staff, the Mayor, Council Members or their respective staff and members of the respective selection committee.

The provisions above do not apply to, among other communications:

- Oral communications with the Purchasing Agent and designees, provided the communications are limited strictly to matters of process or procedure already contained in the solicitation document;
- The provisions of the Cone of Silence do not apply to oral communications at preproposal or pre-bid conferences, oral presentations before selection committees, contract negotiations during duly noticed public meeting, public presentations made to the Mayor and Council Members during a duly noticed public meeting; or
- Communications in writing at any time unless specifically prohibited by the applicable bid document.

In addition to any other penalties provided by law, violation of the Cone of Silence by any proposer or bidder shall render that proposer's or bidder's bid award voidable. Any person having personal knowledge of a violation of these provisions shall report such violations to the Purchasing Agent.

SECTION D
GENERAL CONDITIONS AND SCOPE OF SERVICES

GENERAL CONDITIONS

1. PROVIDER RESPONSIBILITIES:

A. PROVISION OF SERVICES. The Provider shall provide all of the stated services and all reasonably related services in accordance with applicable professional standards of a consultant providing information technology services. The Provider represents and warrants that it has the requisite qualifications, experience, personnel, and other resources to perform in the manner required by this contract.

B. PERSONNEL. The Provider shall assign only qualified personnel to this contract. Upon request, the Provider shall provide the names of key personnel used to fulfill this contract to the City and keep such list updated. The personnel who will work on site must pass a background check so as to be allowed to have unsupervised access within the City's Police Department's facility.

C. COMMUNICATION. The Provider shall maintain appropriate best practices for the delivery of emergency medical care and transportation to the satisfaction of the Mayor, City Council, and Police Chief.

D. NO DISCRIMINATION. As a condition of this contract, the Provider covenants and agrees that it will take all necessary actions to ensure, in connection with any work under this contract, that the Provider, its associates and employees, will not discriminate in its treatment or employment of any individuals on the grounds of race, color, religion, national origin, age, sex, or physical handicap unrelated to job performance, either directly or through contractual or other arrangements. In this regard, the Provider shall keep, retain, and safeguard, all records relating to this contract for work performed hereunder for a minimum period of two (2) years from final contract completion, with full access allowed to authorized representatives of the City upon request, for purposes of evaluating compliance with this and other provisions of the contract.

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

F. INSURANCE REQUIREMENTS. By submitting its proposal, the Provider affirms it has reviewed the insurance requirements found below in the applicable contract and confirms its ability to procure the required insurance upon award of this contract.

G. ENERGY COMPANY BOYCOTTS. By submitting its proposal, the Provider represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, the Provider shall promptly notify the City.

H. FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATION. By submitting its proposal, the Provider verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, the Provider shall promptly notify the City.

I. FOREIGN TERRORIST ORGANIZATIONS. By submitting its proposal, the Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code

J. ENTITIES THAT BOYCOTT ISRAEL. By submitting its proposal, the Provider represents and warrants that (1) it does not, and shall not for the duration of the contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, the Provider shall promptly notify the City.

K. CONTRACT. By submitting its proposal, the Provider affirms it has reviewed the attached contract(s) and takes no exceptions. Should the Provider wish changes to the contract, those changes should be listed in the exceptions portion of the bid form below.

SCOPE OF WORK

- The Provider will supply emergency ambulance medical services and possess a current Texas EMS Provider License.
- The Provider will supply one NHTSA Star of Life safety certified MICU ambulance, stationed within the corporate city limits of the Town of Horizon City.
- All emergency services provided within the Town will be staffed with and include Advanced Life Support capabilities.
- The Provider will carry and have protocols for the administration of the following medications: Acetaminophen, Adenosine, Albuterol, Amiodarone, Aspirin, Atropine, Calcium Gluconate, Dextrose (D5, D10, D50), Diphenhydramine, Epinephrine 1:1000, Epinephrine 1:10,000, Ipratropium Bromide, Ketorolac, Levophed, Magnesium Sulfate, Methyl Prednisolone, Metoprolol, Naloxone(Narcan), Nitroglycerin, Oral Glucose, Oxytocin, Promethazine, Sodium Bicarb, Thiamine, Tranexamic Acid (TXA), Zofran,

Morphine Sulfate (Controlled), Fentanyl (Controlled), Midazolam (Controlled), Ketamine (Controlled), and Diazepam (Controlled).

- The Provider will have a medical director who is board-certified in emergency medicine.
- The Provider will respond to calls for an ambulance, typically within eight (8) minutes or less.
- The Provider will maintain a LifePak 15 monitor or better model.
- The Provider will provide a contingency plan for a backup ambulance when the primary ambulance is unavailable.
- The Provider will provide statistical reports for types and numbers of calls on a monthly and annual basis.
- The Provider will have the capability to communicate with HCPD/county fire dispatch.
- The Provider will maintain connectivity with the El Paso County 911 District Computer Aided Dispatch (CAD) system.
- The Provider will assure the ambulance and equipment are adequately maintained in a high state of readiness.
- The Provider allows the city to design the logo for the ambulance.
- The Provider will respond to acute critical transports from the micro-hospital located within the Town of Horizon City.

ADDITIONAL REQUIREMENTS

- The Provider will provide a written plan to handle multiple simultaneous calls.
- Sample Contract in Section J for additional requirements.

Section E
OFFER/BID FORM

FAILURE TO BID ON ALL ITEMS SHALL DEEM THE PROPOSER/ NON-RESPONSIVE.

Monthly Services Cost	One Year Total (per month cost x 12)	Three Year Total (annual cost x 3)

NOTE: in the event that the contract is extended as per Section 1 in the Contract Clauses, any month-to-month extension will be paid on the price per month for the Scope of Work Services. Should the City extend the contract for one or both one-year options, the pricing for such an additional year will be the one-year total for the Scope of Work Services.

Line item entries shall prevail over sum total entries. When discrepancies exist between unit prices and corresponding extended prices, unit prices shall prevail.

EXCEPTIONS

Section F

ADDENDUM RECEIPT

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

Addendum No. 1 dated _____ Received _____

Addendum No. 2 dated _____ Received _____

Addendum No. 3 dated _____ Received _____

Addendum No. 4 dated _____ Received _____

Addendum No. 5 dated _____ Received _____

_____

PROVIDER

_____

BY

_____

TITLE

Seal and Authorization (if a corporation)

ATTEST:

_____

ADDRESS

_____ _____

SECRETARY **TELEPHONE**

Section G

PROPOSER INFORMATION SHEET/SIGNATURES

Company Name	
Address	
City, State, Zip	
Phone Number	
Fax Number	
Email Address	
Tax Identification Number	
Signature of Authorized Agent	
Printed Name of Authorized Agent	
Title	
Date	

If the Proposer is a corporation, the following Certificate should be executed:

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

_____

Corporate Secretary Signature and Corporate Seal

____ DBA certificate attached (if required)

Section H
EVALUATION PROCESS

The City will award the contract to the proposer that submits a proposal that is responsible and most responsive to the City's needs. The selection shall not be based solely upon price but the bid which receives the highest cumulative score for each of the evaluation factors herein.

The award shall be based upon the evaluation criteria and process delineated herein.

A. Evaluation Committee: All properly submitted bids will be reviewed by an Evaluation Committee.
B. Weighted Evaluation Criteria: The following weighted criteria will be considered to determine which bid offers the proposal that is responsible and most responsive to the City's needs.
C. Presentations will be required from each provider and not last more than 60 minutes. A 30-minute presentation followed by a 30-minute question and answer session. A schedule and notification will be provided to all participating providers.

CRITERIA

Measurement	Description	Weighting Percentage
Previous Experience	Municipal experience of two (2) years' experience in comparable municipalities to Horizon in size and population where the proposer performed MICU service.	25%
Qualifications	The proposer possesses a current Texas EMS Provider License. Evidence of certification could be a certificate, or a photograph of the blue star certificate located on the ambulance.	10%
Resources	Formulates an action plan to satisfactorily respond to emergency calls in the City when the primary ambulance is not available.	10%
References	Provides three acceptable references from other entities receiving services.	5%
Local Ambulance Placement	The placement of a NHTSA Star of Life safety certified ambulance in the city limits of the Town of Horizon City. Evidence of a location in the City is the proposed address where the ambulance will be housed.	30%
Cost	The total cost of the program proposed.	20%

The proposer shall identify its full client history for the last two (2) years, including any local Government Services excluding the City's departments and employees. The proposer shall provide at least three (3) references for which it has provided continuous similar services for at least the past two (2) years on the form provided below. The information shall provide the names and telephone numbers of the contract administrators for each client. If a proposer does not have three local government contracts, then list federal, state, or commercial contracts to complete this information. (Submit on separate sheets.)

The proposer will be evaluated on customer satisfaction and customer recommendations.

The proposer shall provide at least three (3) references, excluding the City's departments and employees, for which it has provided continuous services for at least the past two (2) years. One reference shall be . an existing client in comparable size or project scope to the City, or larger. The names and telephone numbers of the contract administrators for whom the work was/is performed. List references (please include name and telephone number)

ENTITY NAME The first entity listed below shall be the current similar client.	CONTACT NAME & PHONE #	EMAIL ADDRESS

You may provide additional references or information on a separate piece of paper, if necessary.

Best and Final Offer

When deemed appropriate, after the submission of proposals but before the final selection of the successful proposal, the City may permit a proposer to revise its proposal in order for the City to obtain a best and final offer. The City will provide each proposer within the competitive range with an equal opportunity for discussion and revision of its offer, and the proposer may

elect not to amend its original proposal. The City is not bound to accept the best-priced bid proposal if that proposal is not the most advantageous to the City as determined the evaluation committee.

Section I

STATE OF TEXAS)
)
COUNTY OF EL PASO)

CERTIFICATION OF NONCOLLUSION

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

_____
Signature

_____
Title

SUBSCRIBED AND SWORN to before me by _____
on this _____ day of _____, 20_____.

_____
Notary Public

_____
My Commission Expires

Section J
EMERGENCY AMBULANCE SERVICE AGREEMENT

This Emergency Ambulance Services Agreement (the "Agreement") is by and between THE TOWN OF HORIZON CITY (the "City") and _____ (the "Provider") and is effective the _____ day of _____, 202__. The City and the Provider are sometimes referred to herein individually as a ("Party") and collectively as the ("Parties").

WITNESSETH:

WHEREAS, in order to properly provide for the health, safety, and general welfare of its citizens in the critical area of emergency medical care, it is of the utmost importance to the City that it ensures that at all times during the term of this Agreement, the Provider adheres, without deviation, to such specifications pursuant to this Agreement and that the Provider fully performs its obligations pursuant to this Agreement in a timely manner.

NOW, THEREFORE, incorporating the foregoing recitals by reference, the Parties hereby agree as follows:

I. GENERAL DESCRIPTION OF THE SERVICE

The Provider agrees to provide emergency ambulance services (the "Services") to those persons of Horizon City, Texas, requiring such service in the city limits of the Town of Horizon City (the "Clients"). The Provider shall provide the Services to Clients "Full Time", defined as 365 days a year for twenty-four (24) hours a day. The Provider agrees to provide Full Time back-up emergency ambulance service anywhere in El Paso County in the event of a disaster, or in the event the Horizon City Police Department requests back-up emergency ambulance service. The Provider agrees to maintain a Full-Time dispatch center at _____, _____, Texas.

II. GEOGRAPHICAL EXTENT OF SERVICES

The covered area of the Services shall be the city limits of Horizon City, Texas, which measures approximately 8.5 square miles, and has a population of approximately 20,000 residents (the "City Limits").

III. DESTINATION

The Provider agrees to transport any Client from the Client's location within the City Limits, to the nearest appropriate emergency care facility for treatment. The Services shall adhere to the Border Regional Advisory Council ("Border RAC") EMS transport policy.

IV. UNITS

A. The vehicles and equipment (the "Units") to be provided by the Provider in connection with the Services, shall be fully response-ready and adequately staffed Full Time and comply with Texas Administrative Code, Health Services Department of State Health Services Emergency Medical Care Emergency Medical Services Provider Licenses Requirements, Title 25, Part 1, Chapter 157.11 ("25 TAC§ 157.11"). The Provider will also be required to comply with all updates to 25 TAC § 157.11 and any other applicable statutes, laws, regulations, and ordinances.

B. All Units will be maintained to meet or exceed the most recent standards as set out in the General Services Administration's Federal Specifications (KKK-A-1822F), dated 1 July 2018, or as superseded or amended, GSA Federal Specifications--Star-of-Life Ambulance, to adequately transport ill, sick or injured persons in comfort and safety, and shall be maintained in clean, sanitary, and in first-class mechanical condition at all times. All Units on assignment will be manned by a two-member crew at all times during the term of this Agreement.

C. The Provider agrees to provide one (1) Unit within City limits at all times to satisfy the response requirements of the Agreement and adhere to the following provisions:

1. No front-line ambulance shall have mileage of more than 150,000 miles or be more than 5 years in age. "Reserve" ambulances will be less than six (6) years old and have fewer than 200,000 miles.
2. All ambulances used for EMS calls must be Type I, Type II or Type III with a gross vehicle weight of 9,000 pounds or greater.

D. The City may inspect the Units or equipment operated by the Provider at any time, without notice to the Provider. The Provider, at its own expense, shall fully stock each EMS transport vehicle with equipment specified under the applicable State and Federal laws, rules and regulations or the equipment and supplies list provided by the Provider, whichever is more stringent.

E. In connection with this Agreement, the City hereby grants to the Provider a revocable license for the use of the City's name, seal, and slogan on the Units, for the purposes and on the terms and conditions herein. Use of such license requires the express approval by the City in writing, each time the Provider wishes to use the license.

V. TERM

The initial term of the agreement shall commence on the ____ day of _____, 20__, and shall expire on the ____day of _____, 20__ ("Initial Term"). At the City's discretion, the Agreement maybe renewed for two (1) one year renewals following the expiration of the Initial Term.

VI. PERSONNEL

A. **Required minimum Staffing:**

1. Medical Intensive Care Unit (MICU) - When response-ready or in-service, authorized Emergency Medical Service (EMS) vehicles operating at the MICU level shall be staffed at a minimum with one (1) Emergency Medical Technician (EMT) Basic and one (1) certified or licensed EMT-Paramedic.

B. All employees or independent contractors of the Provider must:

1. Be at least eighteen (18) years of age;
2. Have not been convicted of a felony or any offense involving moral turpitude within the past five (5) years;
3. If a driver, have not had any license for the operation of motor vehicle suspended or revoked within the last five (5) years;
4. If a driver, be the holder of a current Texas State Class C license or out-of-state equivalent;
5. If an attendant, be a State of Texas registered emergency medical technician or higher classification as recognized by the State of Texas;
6. Have a certificate of health executed by a physician license to practice medicine in the State of Texas showing that the individual is free of contagious or communicable disease and, if a driver, free of any color blindness or any disability which would impair this ability to safely operate a vehicle;
7. If a driver, participate in an accredited defensive driving class within six (6) months of the date of hire and every two years thereafter;
8. Participate in "in-service-training" which includes current emergency medical procedures.

The Provider agrees to maintain a current list of employees and independent contractors on file with the Texas Department of State Health Services (DSHS).

VII. COMPENSATION

In consideration for the Services, the City agree to pays the sum of up to $_____ per quarter (the "Scheduled Payments") to the Provider. Said quarterly sum shall be paid by the City, upon receipt of a monthly invoice and quarterly financial report from the Provider for the Services rendered during the preceding quarter. Invoices and quarterly financial reports are to be submitted by the Provider to the City within thirty (30) days after the close of the quarter.

VIII. COMMUNICATION WITH THE HORIZON CITY POLICE DEPARTMENT

The Provider agrees to maintain communication with the Horizon Police Department, or its designee, at all times. The Provider acknowledges and understands that the Horizon Police Department is authorized and empowered by the City to deal directly with the Provider in terms of calling for the Services and in delegating responsibilities to the Provider in an emergency or disaster situations.

IX. DEFINITIVE CARE PROCEDURES

If used, definitive care procedures (including, but not limited to, Intravenous (IV), therapy, drug administration, cardiac defibrillation, and endotracheal instrumentation) shall be pursuant to the Medical Protocol approved by the medical director of the Provider. The Provider shall have protocols approved by its medical director identifying procedures for each EMS certification or license level utilized by the Provider. Protocols shall also address the use of non-EMS certified or licensed medical personnel who, in addition to the EMS staff, provide patient care on behalf of the Provider and/or in the Provider's EMS vehicles. Physicians, nurses, and other health care practitioners who regularly provide patient care in EMS vehicles shall be EMS certified. The protocols shall address the use of all required, additional, and specialized medical equipment carried by any EMS vehicle in the Provider's fleet. Protocols shall have an effective date and an expiration date, which corresponds to the effective and expiration dates of the Provider's EMS license and shall indicate specific applications including geographical area and duty status of personnel. For patient care reasons and with appropriate consideration from the medical director, a Provider's protocols may be expanded or overridden by on-line medical control, off-line medical direction, or by patient-specific orders.

X. RECORDS AND REPORTS

A. The Provider agrees to provide the City with a monthly report indicating its total EMS services in the City's defined service area, demonstrating its monthly compliance with the promptness requirement, indicating its overall average response time for all emergency calls in the City limits, and certifying all vehicles, equipment, supplies, and required personnel requirements were met during the reporting period. Additionally, the Provider will submit quarterly financial reports to the City.

B. The Provider 's monthly report to the City must include the following reporting categories and supporting data:

1. Total breakdown of responses including;
    a. Actual transports
    b. Cancellations
    c. Refusals without treatment
    d. Refusals with treatment
2. Licensed siren responses:
    a. Number of Code 3 Responses
    b. Number of Code 1 Responses
3. Levels of care provided:
    a. Basic Life Support (BLS) patients
    b. Advance Life Support (ALS) patients
    c. ALS 2 patients
    d. Availability of paramedic for transports requiring paramedic response
4. Response Times:
    a. Percentage of EMS responses times that were at or below ten (10) minutes from the time that a call is received by the Provider for EMS transport services to the time of patient contact

b. Exception report for all response times greater than 10 min, explaining the reason or circumstance leading to the delayed response to include train interceptions, rain, or other causes.

C. Furthermore, the Provider agrees to provide the City with a quarterly financial report to include all revenues and expenses incurred during the execution of the contract services, and the profit /losses incurred during said quarter. This quarterly financial report shall be submitted to the City within thirty (30) days after the close of the quarter. The City reserves the right to request further clarification and backup documentation to justify specific expenses, as needed.

D. The City reserves the right to request any additional information in relation to monthly reports or quarterly financial reports, if needed, in order to ensure compliance with stipulations as stated in this Agreement, to include quality assurance. The Provider must also agree to surprise audits by the City's designee throughout the duration of the contract period. Surprise audits may be conducted at least once annually with the goal of ensuring all contractually agreed upon services, performance measures, personnel, vehicles, equipment, and supply requirements are being met.

XI. AUDITS

At any time, the City, or its duly authorized representatives, shall have the right to enter the offices of the Provider in order to inspect or audit financial books and records that pertain to the City. At such times, the City, or its duly authorized representatives, shall have the right to inspect any records it deems necessary and appropriate to conduct such an audit; including but not limited to: (i) all billings and invoices; (ii) all personnel records; (iii) all equipment maintenance records; (iv) all bank account records; (v) all federal income tax returns; (vi) all State of Texas franchise tax returns; (vii) all payroll tax records; (viii) all correspondence files; and (ix) all accountant's work papers. The City shall have a right to copy, at its own expense, any records pertaining to City emergency business. The cost of any such audit shall be borne by the City unless a discrepancy of three percent (3%) or greater is found in total income, total expenses, or total cash flow items, in which case the cost of the audit shall be paid by the Provider.

XII. RESPONSE TIME

The Provider agrees to respond to all calls and to transport all clients to their destination with as much speed as is reasonable and prudent under the prevailing conditions. Response times begin at the time that the call for service is received by the Provider. The Provider agrees to meet the following response time requirements: Within the City Limits of Horizon City – eight (8) minutes or less, ninety percent (90%) of the time for the calendar month.

XIII. WARRANTIES AND REPRESENTATIONS

A. The Provider warrants and represents to the City that:

1. It has utilized its best efforts to ensure that all of its employees and independent contractors meet all of the qualifications as stated herein;

2. It will promptly terminate, suspend, or remove from the position that requires the qualifications, any employee who does not meet the qualifications contained

herein. Further, it will immediately remove from the position of driver, any driver who is arrested, on or off duty, for driving while intoxicated or driving under the influence of drugs;

3. It will promptly replace or repair any vehicle or equipment that is not in first class condition, reasonable wear and tear excepted;

4. It will cause its Services to be operated, at all times, in strict compliance with all applicable statutes, laws, regulations, and ordinances, and maintain any bonds required under the Texas Administrative Code.

5. It will pay, in a timely fashion, all taxes and fees.

6. The execution of this Agreement and the performance of its obligations pursuant to this Agreement will not violate the terms of any other agreement;

7. It has reviewed this Agreement with its attorney and has been fully apprised of the legal effect of the terms and conditions of this Agreement;

8. All of the above warranties and representations are true and correct as of the date of this Agreement and will remain true and correct throughout the term of this Agreement.

XIV. OTHER TERMS AND CONDITIONS

A. Insurance

The Provider shall provide, at its own expense, the following insurance coverage:

1. Comprehensive automobile insurance coverage extended for fire, theft, or any other physical loss of ambulance except by collision or upset.
2. Collision and upset insurance for all ambulances with value no less than current value of vehicle and contents with not more than One Thousand Dollars ($1,000) deductible.
3. Automobile liability insurance coverage as required by State Law as may be amended from time to time. Current requirements are in amounts of at least One Million Dollars ($1,000,000) bodily injury per person; One Million Dollars ($1,000,000) bodily insurance per incident; and One Million Dollars ($1,000,000) property damage, including Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth
4. Commercial General Liability insurance or its equivalent, listing the City as an additional insured, providing limits of not less than $1,000,000 for bodily injury and property damage per occurrence, consistent with potential exposure to City under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims arising out of the services etc. provided with a general aggregate of $2,000,000, and a product and completed operations aggregate of $2,000,000. Coverage should include Damaged to rented premises at a minimum of $100,000 per occurrence.
5. Liability for Independent Providers Workers' Compensation and Employers' Liability- insurance is equivalent to State of Texas Workers' Compensation Statutory Limits, providing limits of not less than $1,000,000 for each

accident, each disease per employee $1,000,000, and policy limit of no less than $1,000,000. There shall not be any policy exclusions or limitations.

6. Insurance must be written by companies licensed to do business in the State of Texas. The Provider agrees to name City as additional insured in the above referenced insurance policies.
7. All insurance policies must contain a provision that the policy shall not be canceled, modified, expired, or otherwise terminated until after at least thirty (30) days written notice to that effect is given to City.
8. All insurance policies shall be in form and content satisfactory to City and should be submitted to The Town of Horizon at the time of Agreement execution.

The City reserves the right, at any time during the term of this Agreement, to change the amounts and types of insurance required hereunder by giving the Provider thirty (30) days written notice. If such change should result in substantial additional cost to the Provider, the City agrees to modify the Agreement for additional compensation proportional to the increased benefit to the City.

The Provider's failure to procure and maintain the required insurance or self-insurance program during the entire term of this Agreement shall constitute a material breach of this Agreement under which the City may immediately terminate this Agreement or, at its discretion, procure or renew such insurance to protect the City's interests and pay any and all premiums in connection therewith, and recover all monies so paid from the Provider.

B. Nondiscrimination

In connection with the performance of work under this agreement, the Provider agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, marital status, sexual orientation, sex, disability, national origin, or ancestry. This provision must be included in all subcontracts.

C. INDEMNIFICATION/HOLD-HARMLESS AGREEMENT. THE PROVIDER AGREES TO HOLD HARMLESS THE CITY FROM ANY AND ALL LAWSUITS OR LITIGATION WHICH MAY ARISE AT ANY TIME FROM THE OPERATION OF ITS MOTOR VEHICLES OR THE CONDUCT OF ITS EMPLOYEES WHILE UNDER AGREEMENT TO THE CITY, AND ALSO AGREES TO INDEMNIFY THE CITY FROM LIABILITY IMPOSED UPON IT AS A RESULT OF ANY OF ITS ACTIVITIES HEREUNDER. THE PROVIDER SHALL BE SOLELY RESPONSIBLE FOR ASSUMING LIABILITY OF ITS PERSONNEL AND OF THE PATIENTS CARRIED IN ITS VEHICLES WHILE UNDER AGREEMENT WITH CITY.

D. Independent Contractor Status

The Provider agrees that it is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties.

XV. DEFAULT

A. The occurrence of any of the following events (each, an "Event of Default") constitutes an immediate breach of, and default under, this Agreement, entitling the City to exercise all rights and remedies specified in this Agreement and under all applicable laws:

B. The Provider's failure to pay any obligation it is required to pay by the terms of this Agreement;

C. The Provider 's failure to fully and timely perform any of its obligations pursuant to the terms of this Agreement;

D. The insolvency, or transfer in fraud of creditors, or assignment for the benefit of creditors by the Provider, or any of its Principals, defined as all officers and directors of the Provider as well as any shareholder having a controlling ownership of the Provider's outstanding capital stock;

E. The filing by the Provider, or any of its Principals, of a petition for bankruptcy, or the adjudication of the Provider, or any of its Principals, as bankrupt insolvent in proceedings filed against the Provider, or any of its Principals;

F. The appointment of a receiver for all or substantially all the assets of the Provider or any of its Principals;

G. The transfer, conveyance, sale, gift, or assignment by the Principals of the Provider of ownership of any portion of the assets and business of the Provider, except that the transfer of shares of the business between the Principals existing at the time of the execution of this Agreement is permitted;

H. The involuntary conveyance or transfer of ownership of any portion of the assets or business of the Provider.

XVI. TERMINATION AND REMEDIES

Upon the occurrence of any Event of Default as described in this Agreement, the City may do any or more of the following without any notice or demand whatsoever;

1. Terminate this Agreement;
2. Proceed against the Provider for monetary damages;
3. Specifically enforce the provisions of this Agreement by means of a decree from a court of competent jurisdiction.

Absent an Event of Default, either Party may terminate this Agreement at any time without cause by giving thirty (30) days' written notice to terminate to the other party, or upon mutual consent. Both Parties shall cease to incur costs associated with this Agreement upon termination or receipt of written notice to terminate, whichever occurs first.

XVII. MISCELLANEOUS

A. No waiver by the City of any violation or Event of Default shall be deemed or construed to constitute a waiver of any other violation or Event of Default herein contained. Forbearance by the City to enforce one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of such default.

B. The Agreement may not be assigned or subcontracted by the Provider without the written consent of the City. If all or a portion on the contract work is proposed to be assigned or subcontracted, the name of the individual(s) to complete the work, address and the Provider proposed shall be submitted within the scope of the proposal.

C. The Provider represents and warrants that: (1) it does not, and will not for the duration of the Agreement, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Agreement. If circumstances relevant to this provision change during the course of the Agreement, the Provider shall promptly notify the City.

D. The Provider verifies that: (1) it does not, and will not for the duration of the Agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Agreement. If circumstances relevant to this provision change during the course of the Agreement, the Provider shall promptly notify the City.

E. The Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

F. The Provider represents and warrants that (1) it does not, and shall not for the duration of the Agreement, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Agreement. If circumstances relevant to this provision change during the course of the Agreement, the Provider shall promptly notify the City.

G. This Agreement shall be construed in accordance with the laws of the State of Texas and both parties' consent to El Paso County as the exclusive venue for any lawsuits arising from this Agreement. In the event either party fails to perform its obligations and responsibilities as set forth herein and it becomes necessary for other party to enforce its rights by hiring an attorney or third party, the non-prevailing party shall be responsible for all fees and costs incurred by the prevailing party to enforce such rights.

H. The City reserves, and does not waive, its rights of sovereign immunity and similar rights, and its rights under the Texas Tort Claims Act. No provision of this Agreement imposing any obligation or restriction on the City not permitted by applicable law shall be enforceable. Records relating to this Agreement may be subject to disclosure pursuant to the Texas Public Information Act, Section 552.001 et. seq. of the Texas Government Code. Any provision of this Agreement permitting or requiring discretion, consent, or approval by the Provider shall be deemed to require the same be exercised reasonably and in good faith.

I. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural unless the context otherwise requires.

J. The captions are inserted in this Agreement for convenience only and in no way define, limit, or describe the scope or intent of this Agreement, or any provisions thereof, nor in any way affect the interpretation of this Agreement.

K. This Agreement may not be altered, changed, or amended except by an instrument in writing signed by both Parties.

L. If any provision of this Agreement is found to be illegal, invalid, or unenforceable, the remaining provisions of this Agreement shall continue as if such illegal, invalid, or unenforceable provision was not part of this Agreement.

M. This Agreements is the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties, or other matters, oral or written, purportedly agreed to or represented by or on behalf of either party or by any of their employees or agents, shall be deemed to bind the parties hereto with respect to the subject matter hereof. Both parties acknowledge that they are entering into the Agreement solely on the basis of the representations and warranties contained herein.

IN WITNESS WHEREOF, we have hereunto set out hands on this the ____ day of, 20__.

ATTEST:

By:_____
Elvia Schuller, City Clerk

TOWN OF HORIZON CITY

By:_____
Ruben Mendoza, Mayor

_____

By: _____ Title:_____

Ambulance Services
Solicitation No. 2022-002RFP AMB

		Max Score	Evaluator	Elite Ambulance Services	City Ambulance Service
1	LOCAL AMBULANCE PLACEMENT	30	ER	30	15
			KM	30	30
			MR	30	15
		Score		**90**	**60**
2	PREVIOUS EXPERIENCE	25	ER	25	25
			KM	22	10
			MR	25	25
		Score		**72**	**60**
3	COST	20	ER	0	0
			KM	20	2.54
			MR	0	0
		Score		**20**	**2.54**
4	QUALIFICATIONS	10	ER	10	10
			KM	9	8
			MR	10	10
		Score		**29**	**28**
5	RESOURCES	10	ER	10	4
			KM	10	2
			MR	8	5
		Score		**28**	**11**
6	REFERENCES	5	ER	5	5
			KM	4	4
			MR	5	5
		Score		**14**	**14**
			Ind. Totals		
			ER	80	59
			KM	95	56.54
			MR	78	60
			G. Total	**253**	**175.54**
			Ranking	1	2

1. Elva Ramos
2. Kristian Menendez
3. Manuel Rico Jr.

Feb 17, 2022
Signature and Date

2/17/22
Signature and Date

TOWN OF HORIZON CITY EMERGENCY AMBULANCE SERVICES

Solicitation No. 2022-001RFP AMB

CityAmbulance Service

CityAmbulance Service

COMPANY INTRODUCTION

City Ambulance Service has been providing Emergent and Non-Emergent ambulance transportation including 911 services across the State of Texas since 2006. City Ambulance sought to change the way private ambulance service operated, we identified a need in the community for an all MICU transport system to provide emergency and non-emergency ambulance transportation for what was then a relatively unknown thing, freestanding emergency centers that were beginning to serve the communities in and around Houston.

We shaped our service based on a 911 model, instead of a traditional "transfer" ambulance model. We broke the traditional mold of pre-scheduled dialysis and doctors' appointments and instead focused on urgent and critically sick and injured patients being transferred to facilities for a higher level of care. Dispatching units as calls come into our dispatch center, tracking units with advanced GPS technology, and strategically placing units to cover the areas with the highest historical call volume, adjusting through the day based on traffic conditions and maintaining our outstanding ETA's to the many facilities that count on us to provide the urgent response their patient's needs.

Using this model, we are able to cover the most area while efficiently utilizing our resources. All of the 100 ambulances we currently operate (with 14 extra reserve units), 38 in our Southeast Texas Operation, 34 in our Central Texas Operation, and 28 in our North Texas Operation are staffed and equipped every day at an MICU level, with patient monitors capable of 12 lead cardiac monitoring, ETCO2, SpO2, NIBP, and are AED capable. Every unit is equipped with Automatic Patient ventilators, Electronic IV pumps, CPAP, and an extensive and progressive medical protocol with Rapid Sequence Intubation, advanced Pain Management, and Sedation protocols. We have multiple on-duty supervisors on shift every day that stay mobile in their district to assist with critical patients, to ensure that our

field staff is operating effectively and within our strict guidelines of behavior, and that all our standard operating procedures and medical protocols are followed at all times.

With an eye on the future, City Ambulance was a very early adopter of an all-electronic system, utilizing a Computer Aided Dispatch System, advanced real-time GPS mapping technology, an ePCR system, an electronic cloud-based supply, equipment, and narcotic tracking system, advanced narcotics safes with biometric locks, and a seamless billing system that pulls it all together. These systems make it possible for us to process call and dispatch data extremely efficiently, running various reports daily, weekly and monthly identifying over and underutilized resources, tracking call volumes, and anticipating the needs of our patients and facilities before they even contact our dispatch center.

City Ambulance Service is dedicated to providing advanced level care both in the prehospital and interfacility setting, using a multi-tier QA/QI process, we evaluate every PCR for every transport, ensuring the accuracy of the report, quality of care that was given, ensuring the protocol was followed, and have a review process in place if there are any questions about how care was performed.

City Ambulance Service completes all billing in-house, with a billing team on staff, we process over 7000 ambulance transports per month, we are able to bill all insurance claims in an efficient and timely manner, saving patients time, headache and hassle, and keeping billing in house allows us to control how claims get billed, allowing us to be flexible and adaptable to new and different systems.

CityAmbulance Service

SERVICE AREA

City Ambulance Service currently provides emergency and non-emergency ambulance responses in the greater Houston area, Conroe, Huntsville, Cleveland and College Station. The greater Dallas area, Sherman, Longview, Midland and Odessa. The greater San Antonio area, San Marcos, New Braunfels. The greater Austin area, Buda, Round Rock, Bastrop, Temple, Killeen, Corpus Christi, and Rockport.

We also provide 911 services for the cities of Crane and McCamey in Upton County.

We are a contracted provider for HCA Gulf Coast Division Hospitals, CHI St Luke's Hospitals and CEC, First Texas Hospital System, City Hospital System, Baylor Scott and White Hospital System, Medical Center Hospital Odessa, Midland Memorial as well as many other Freestanding Emergency Centers and Hospitals.

RFP ASSISTANCE PERSONNEL

Dr. Noam Rosines

Dr. Rosines is the medical director for City Ambulance Service. He graduated from the Baylor College of Medicine in 2003 and specializes in Emergency Medicine diagnosing and treating patients with life-threatening conditions such as heart attack, drug overdose, shock, or massive bleeding for almost 20 years.

CityAmbulance Service

CITY AMBULANCE CONTACT FORM

NAME	TITLE	PHONE#	EMAIL
Dispatch		888-227-8527 512-888-7700	info@cityambu.com
Moe Massoud	CEO	713-530-1902	Moe@cityambu.com
Alex Fawaz	CFO/COO	210-843-1443	Alex@cityambu.com
Dan Gardner	Director of Operations	832-836-1656	Dan@cityambu.com
Nathan Vandenburgh	Operations Manager West Texas	469-881-7666	Nathan@cityambu.com

Daniel Gardner

7330 Avenue M
Santa Fe, Texas, 77510
832-425-8190
txemsmedic@aol.com

Summary

Paramedic with 32 years of experience and accomplishments in Municipal 911 EMS systems, Private EMS, and Occupational Medicine industries. Demonstrates expertise in leadership and organization skills, as well as possessing the ability to communicate clearly and effectively. Possesses a drive towards exceptional patient care and customer service, as well as proven ability to manage high stress emergency situations. Exceptionally organized and detail oriented in all aspects of my responsibilities.

Employment History

West Glocester Fire Department — Glocester, Rhode Island
Firefighter/Paramedic Lieutenant — *May 1988 - October 1998*

- Provided emergency medical care and advanced life support to sick and injured people in the pre-hospital setting.
- Structural firefighting for residential, commercial and industrial buildings.
- Hazardous Materials response team working at operations level.
- Coordinated plans with other first responder agencies for natural and man made disaster response.
- Developed and managed SCUBA rescue/recovery team.
- Mass Casualty incident response leader.
- Budgeted for and ordered department supplies and equipment.

Sterling Casino Lines — Cape Canaveral, Florida
Medical Supervisor — *November 1998 - September 2001*

- Provide emergency care and advanced life support to sick and injured on a cruise ship.
- Liaison of Emergency Services to the US Coast Guard.
- ICS Instructor and trainer for new hires.
- Company OSHA and US Coast Guard compliance officer and keeper of records.
- Conducted pre-employment, post accident, and reasonable suspicion drug and alcohol testing of employees.

Mark IV Properties/Greek Isles Casino — Las Vegas, Nevada
Security/Emergency Medical Service Director — *September 2001 - October 2005*

- Director over a staff of 130 employees involved in gaming casino Security and Emergency Medical Services.
- Case Manager for any occupational injuries and Worker's Compensation cases.
- Established and implemented departmental policies, goals objectives and procedures.

- Determine staffing requirements, and oversee the interview, hiring and training process of new employees.
- Liaison to the Las Vegas Metropolitan Police Dept and Clark County Fire/EMS.
- OSHA Compliance Officer and Keeper of Records.
- Oversee and participate in resort property OSHA inspections and mitigated any hazards.
- Maintained annual budget and department purchases.

Clear Lake Emergency Medical Service Webster, Texas
Paramedic Supervisor *October 2005 - September 2012*

- Oversee several EMS crews on 24hr shifts that provided emergency care in municipal 911 systems which responded to over 5000 calls annually.
- Worked directly with EMS Chief to develop and implement new medical protocols for EMS service.
- Directly responsible for public education, training and public relations.
- Responsible for making command decisions in high stress incidents to include disasters, mass casualty and industrial accidents.
- Maintained schedules for three, 24hr crews which encompassed 65 employees.
- Maintained annual budget for medical supplies, equipment and Public Relations event presentations.
- Integral part of the department Hiring Board who conducted interviews and pre-employment testing.

A*Med Ambulance Texas City, Texas
Administrator *September 2012 - October 2013*

- Directly responsible for day to day operations of a private ambulance company which conducted 24,000 medical transports annually.
- Developed and maintained annual budget.
- Responsible for managing Worker's Compensation, Medicare, Medicaid and private insurance billing.
- Company representative for Galveston County and Harris County Emergency Management Hurricane Preparedness Committee.
- Worked directly with vendors to insure fiscally responsible and quality purchases of medical supply and equipment.
- Developed, implemented and maintained new medical protocols for the EMS service.
- Installed new OSHA Workplace Safety program which reduced job related injuries by 63%.
- Recruitment and hiring of new employees to include final interview for hiring process.
- Created and implemented pre-employment and random company drug and alcohol testing program.

City of Alvin EMS *October 2013 - October 2019*
Captain

- Oversee several EMS crews on 24hr shifts that provided emergency care in municipal 911 systems which responded to over 4500 calls annually.
- Worked directly with EMS Assistant Chief to develop and implement new protocols and policies for EMS service.
- Directly responsible for public education, training and public relations.
- Responsible for making command decisions in high stress incidents to include disasters, and

mass casualty incidents.

- Maintained schedules for three, 24hr MICU crews which encompassed 35 employees.
- Maintained annual budget for medical supplies, equipment and Public Relations events .
- Integral part of the department Hiring Board who conducted interviews and pre-employment testing.
- Responsible for ordering, logging, and personnell acountability for narcotics in a 3 tiered system.

City Ambulance Service — Spring, Texas
Director of Operations — *October 2019 - Present*

- Directly responsible for management of over 400 employees, and a fleet of 100 ambulances throughout the state of Texas.
- Responsible for budgeting of the Field Operations, Dispatch Center, Fleet Dept. and Supply Dept.
- Responsible to assure that the training programs are current and any changes are implemented.
- Responsible for City, State,and Federal compliance levels are met.
- Liaison between the company and hospitals, free standing emergency rooms,and municipalities.
- Directly responsible for comunications with the Medical Director for quality assurance and protocol updates.
- Responsible for maintaining confidential medical records, to include digital files sent to the State of Texas DSHS.

Education

Safety Program Consultants — Rehoboth, Massachusetts
Paramedic Licensure — *Graduated May 1989*

Rhode Island Fire Academy — Providence, Rhode Island
Firefighter Level 1001 — *Graduated November 1988*

Community College of Rhode Island — Lincoln, Rhode Island
Emergency Medical Technician — *Graduated June 1988*

Professional Skills and Achievements

- Paramedic
- Advanced Cardiac Life Support
- International Trauma Life Support
- Pediatric Advanced Life Support
- CPR Certification
- NIMS 100, 200, 300, 400, 700, 800
- Confined Space Entry/Rescue Operations
- Haz-Mat Operations Level
- High Angle Rope Rescue Technician

David B. Tucker

davidbriantucker@gmail.com

682.564.2616
5569 Seabury Drive, Fort Worth, TX, 76137

Education

TXESEG
EMT-Paramedic
Tarrant County College
Firefighter I&II, Hazmat Operations
University of North Texas
Education & Early Childhood Development

Experience

Regional Manager
City Ambulance Service 2018-Present

- Operations director for private ems service in DFW
- Responsible for overseeing medium-sized transport ems operation
- Manage 65 employees
- Performance evaluations
- Scheduling
- Payroll
- Supply ordering and delivery
- Apparatus and equipment maintenance
- Staff education
- Client/outreach education
- Cost analysis
- Demand analysis
- Business Development
- Marketing plan development and implementation
- QA/QI review

Flight Paramedic
Children's Health 2016

- Paramedic on pediatric critical care transport team

Paramedic/Educator
CareFlite 2009 – 2018

- Primary Paramedic for 911 and Transfer
- Field Training Officer
- Critical Care Paramedic
- Clinical Quality Educator
- Responsible for continuing education development and implementation for ground division
- Developed new orientation program for paramedics and EMT's
- Performed CQI and chart review for all ground divisions
- Developed new field training officer program
- Designed practical skills proficiency process
- Worked with contracted facilities to ensure clinical competency and continuity of care
- Critical Care Educator
- UMBC CCEMTP Instructor
- Developed Critical Care Training Program

EMT-Paramedic
Care First 2007 – 2009

- EMT/Paramedic for 911 and Transfer
- FTO

EMT-Paramedic
First Security 2007 – 2009

- Standby EMS

Firefighter/EMT-Basic
Tarrant County Fire Department 2004 – 2007

- Firefighter /EMT

Field Supervisor/Project Manager
Southwest Development 2005 – 2007

- Negotiated contracts with subcontractors and supervised projects and field employees for custom home builder in DFW area.

Skills

- ACLS, PALS, PHTLS, NRP, TPATC, CCEMTP, CCP-C, FP-C, 17 years of EMS experience in emergency and transfer systems.
- Instructor in ACLS, PALS, PHTLS, CPR.
- Certified CEVO instructor
- Critical Care Paramedic
- Mechanical ventilation transports (LTV series and Revel ventilators)
- IABP and Impella transports
- ECMO transports
- Training and Leadership
- Experience with rotor wing and fixed wing transports

Nathan Vandenburgh

Nathan VanDenburgh is currently working for City Ambulance as the West Texas Regional Manager. He has been with City Ambulance since 2020, starting as a field paramedic and working up to his current role. Nathan Started in EMS in 2009 as a volunteer EMT for Denver City EMS before graduating paramedic school in 2014. In 2017 Nathan obtained his EMS instructor certificate and has assisted with several EMT classes in the role of an instructor in 2019 he graduated from South Plains College with his Associates degree in EMS management. Currently Nathan is in pursuit of his Bachelors degree while also working as a part time flight paramedic and doing presentations on PTSD for first responder organizations.

Section E
OFFER/BID FORM

Monthly Services Cost	One Year Total (per month cost x 12)	Three Year Total (annual cost x 3)
$116,000	$1,392,000	$4,176,000

Section F

ADDENDUM RECEIPT

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

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

_City Ambulance Service_____
PROVIDER

__Moe Massoud_____
BY

___CEO_____
TITLE

Seal and Authorization (if a corporation)

ATTEST:

_____
SECRETARY

7007 Wimbledon Estates Dr, Spring, TX 77379
ADDRESS

___ 713-530-1902_____
TELEPHONE

Section G

PROPOSER INFORMATION SHEET/SIGNATURES

Company Name	City Ambulance Service
Address	7007 Wimbledon Estates Drive
City, State, Zip	Spring, TX 77379
Phone Number	713-530-1902
Fax Number	281-894-7108
Email Address	moe@cityambu.com
Tax Identification Number	20-8424689
Signature of Authorized Agent	
Printed Name of Authorized Agent	Moe Massoud
Title	CEO
Date	02/01/2022

If the Proposer is a corporation, the following Certificate should be executed:

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

Corporate Secretary Signature and Corporate Seal

____ DBA certificate attached (if required)

Section H

ENTITY NAME The first entity listed below shall be the current similar client.	CONTACT NAME & PHONE #	EMAIL ADDRESS
HCA Healthcare	Allen Sims 713-725-6797	allen.sims@hcahealthcare.com
Baylor Scott and White	Blythe Long 479-225-1114	blythe.long@bswhealth.org
Advent Health Hospital	Michael Smith 330-502-2827	michael.p.smith@adventhealth.com
City of Crane	Dru Gravens 432-558-3563	dru@cityofcranetexas.com
City of McCamey of Upton County	Debra Duncan 432-652-3455	fireamb@yahoo.com

Section I

STATE OF TEXAS)
)
COUNTY OF ~~EL PASO~~) Harris

CERTIFICATION OF NONCOLLUSION

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

Signature

CEO
Title

SUBSCRIBED AND SWORN to before me by Moe Massoud
on this 1 day of February, 2022.

Notary Public

WAEL FAWAZ
My Notary ID # 131045956
Expires March 15, 2025

03-15-2025
My Commission Expires

Section J
EMERGENCY AMBULANCE SERVICE AGREEMENT

This Emergency Ambulance Services Agreement (the "Agreement") is by and between THE TOWN OF HORIZON CITY (the "City") and _City Ambulance Service_ (the "Provider") and is effective the _____ day of _____, 202__. The City and the Provider are sometimes referred to herein individually as a ("Party") and collectively as the ("Parties").

WITNESSETH:

WHEREAS, in order to properly provide for the health, safety, and general welfare of its citizens in the critical area of emergency medical care, it is of the utmost importance to the City that it ensures that at all times during the term of this Agreement, the Provider adheres, without deviation, to such specifications pursuant to this Agreement and that the Provider fully performs its obligations pursuant to this Agreement in a timely manner.

NOW, THEREFORE, incorporating the foregoing recitals by reference, the Parties hereby agree as follows:

I. GENERAL DESCRIPTION OF THE SERVICE

The Provider agrees to provide emergency ambulance services (the "Services") to those persons of Horizon City, Texas, requiring such service in the city limits of the Town of Horizon City (the "Clients"). The Provider shall provide the Services to Clients "Full Time", defined as 365 days a year for twenty-four (24) hours a day. The Provider agrees to provide Full Time back-up emergency ambulance service anywhere in El Paso County in the event of a disaster, or in the event the Horizon City Police Department requests back-up emergency ambulance service. The Provider agrees to maintain a Full-Time dispatch center at Harris County, Spring, Texas.

II. GEOGRAPHICAL EXTENT OF SERVICES

The covered area of the Services shall be the city limits of Horizon City, Texas, which measures approximately 8.5 square miles, and has a population of approximately 20,000 residents (the "City Limits").

III. DESTINATION

The Provider agrees to transport any Client from the Client's location within the City Limits, to the nearest appropriate emergency care facility for treatment. The Services shall adhere to the Border Regional Advisory Council ("Border RAC") EMS transport policy.

IV. UNITS

A. The vehicles and equipment (the "Units") to be provided by the Provider in connection with the Services, shall be fully response-ready and adequately staffed Full Time and comply with Texas Administrative Code, Health Services Department of State Health Services Emergency Medical Care Emergency Medical Services Provider Licenses Requirements, Title 25, Part 1, Chapter 157.11 ("25 TAC§ 157.11"). The Provider will also be required to comply with all updates to 25 TAC § 157.11 and any other applicable statutes, laws, regulations, and ordinances.

B. All Units will be maintained to meet or exceed the most recent standards as set out in the General Services Administration's Federal Specifications (KKK-A-1822F), dated 1 July 2018, or as superseded or amended, GSA Federal Specifications--Star-of-Life Ambulance, to adequately transport ill, sick or injured persons in comfort and safety, and shall be maintained in clean, sanitary, and in first-class mechanical condition at all times. All Units on assignment will be manned by a two-member crew at all times during the term of this Agreement.

C. The Provider agrees to provide one (1) Unit within City limits at all times to satisfy the response requirements of the Agreement and adhere to the following provisions:

1. No front-line ambulance shall have mileage of more than 150,000 miles or be more than 5 years in age. "Reserve" ambulances will be less than six (6) years old and have fewer than 200,000 miles.
2. All ambulances used for EMS calls must be Type I, Type II or Type III with a gross vehicle weight of 9,000 pounds or greater.

D. The City may inspect the Units or equipment operated by the Provider at any time, without notice to the Provider. The Provider, at its own expense, shall fully stock each EMS transport vehicle with equipment specified under the applicable State and Federal laws, rules and regulations or the equipment and supplies list provided by the Provider, whichever is more stringent.

E. In connection with this Agreement, the City hereby grants to the Provider a revocable license for the use of the City's name, seal, and slogan on the Units, for the purposes and on the terms and conditions herein. Use of such license requires the express approval by the City in writing, each time the Provider wishes to use the license.

V. TERM

The initial term of the agreement shall commence on the ____ day of _____, 20__, and shall expire on the ____day of _____, 20__ ("Initial Term"). At the City's discretion, the Agreement maybe renewed for two (1) one year renewals following the expiration of the Initial Term.

VI. PERSONNEL

A. **Required minimum Staffing:**

1. Medical Intensive Care Unit (MICU) - When response-ready or in-service, authorized Emergency Medical Service (EMS) vehicles operating at the MICU level shall be staffed at a minimum with one (1) Emergency Medical Technician (EMT) Basic and one (1) certified or licensed EMT-Paramedic.

B. All employees or independent contractors of the Provider must:

1. Be at least eighteen (18) years of age;
2. Have not been convicted of a felony or any offense involving moral turpitude within the past five (5) years;
3. If a driver, have not had any license for the operation of motor vehicle suspended or revoked within the last five (5) years;
4. If a driver, be the holder of a current Texas State Class C license or out-of-state equivalent;
5. If an attendant, be a State of Texas registered emergency medical technician or higher classification as recognized by the State of Texas;
6. Have a certificate of health executed by a physician license to practice medicine in the State of Texas showing that the individual is free of contagious or communicable disease and, if a driver, free of any color blindness or any disability which would impair this ability to safely operate a vehicle;
7. If a driver, participate in an accredited defensive driving class within six (6) months of the date of hire and every two years thereafter;
8. Participate in "in-service-training" which includes current emergency medical procedures.

The Provider agrees to maintain a current list of employees and independent contractors on file with the Texas Department of State Health Services (DSHS).

VII. COMPENSATION

In consideration for the Services, the City agree to pays the sum of up to $150,000per quarter (the "Scheduled Payments") to the Provider. Said quarterly sum shall be paid by the City, upon receipt of a monthly invoice and quarterly financial report from the Provider for the Services rendered during the preceding quarter. Invoices and quarterly financial reports are to be submitted by the Provider to the City within thirty (30) days after the close of the quarter.

VIII. COMMUNICATION WITH THE HORIZON CITY POLICE DEPARTMENT

The Provider agrees to maintain communication with the Horizon Police Department, or its designee, at all times. The Provider acknowledges and understands that the Horizon Police Department is authorized and empowered by the City to deal directly with the Provider in terms of calling for the Services and in delegating responsibilities to the Provider in an emergency or disaster situations.

IX. DEFINITIVE CARE PROCEDURES

If used, definitive care procedures (including, but not limited to, Intravenous (IV), therapy, drug administration, cardiac defibrillation, and endotracheal instrumentation) shall be pursuant to the Medical Protocol approved by the medical director of the Provider. The Provider shall have protocols approved by its medical director identifying procedures for each EMS certification or license level utilized by the Provider. Protocols shall also address the use of non-EMS certified or licensed medical personnel who, in addition to the EMS staff, provide patient care on behalf of the Provider and/or in the Provider's EMS vehicles. Physicians, nurses, and other health care practitioners who regularly provide patient care in EMS vehicles shall be EMS certified. The protocols shall address the use of all required, additional, and specialized medical equipment carried by any EMS vehicle in the Provider's fleet. Protocols shall have an effective date and an expiration date, which corresponds to the effective and expiration dates of the Provider's EMS license and shall indicate specific applications including geographical area and duty status of personnel. For patient care reasons and with appropriate consideration from the medical director, a Provider's protocols may be expanded or overridden by on-line medical control, off-line medical direction, or by patient-specific orders.

X. RECORDS AND REPORTS

A. The Provider agrees to provide the City with a monthly report indicating its total EMS services in the City's defined service area, demonstrating its monthly compliance with the promptness requirement, indicating its overall average response time for all emergency calls in the City limits, and certifying all vehicles, equipment, supplies, and required personnel requirements were met during the reporting period. Additionally, the Provider will submit quarterly financial reports to the City.

B. The Provider 's monthly report to the City must include the following reporting categories and supporting data:

1. Total breakdown of responses including;
    a. Actual transports
    b. Cancellations
    c. Refusals without treatment
    d. Refusals with treatment
2. Licensed siren responses:
    a. Number of Code 3 Responses
    b. Number of Code 1 Responses
3. Levels of care provided:
    a. Basic Life Support (BLS) patients
    b. Advance Life Support (ALS) patients
    c. ALS 2 patients
    d. Availability of paramedic for transports requiring paramedic response
4. Response Times:
    a. Percentage of EMS responses times that were at or below ten (10) minutes from the time that a call is received by the Provider for EMS transport services to the time of patient contact

b. Exception report for all response times greater than 10 min, explaining the reason or circumstance leading to the delayed response to include train interceptions, rain, or other causes.

C. Furthermore, the Provider agrees to provide the City with a quarterly financial report to include all revenues and expenses incurred during the execution of the contract services, and the profit /losses incurred during said quarter. This quarterly financial report shall be submitted to the City within thirty (30) days after the close of the quarter. The City reserves the right to request further clarification and backup documentation to justify specific expenses, as needed.

D. The City reserves the right to request any additional information in relation to monthly reports or quarterly financial reports, if needed, in order to ensure compliance with stipulations as stated in this Agreement, to include quality assurance. The Provider must also agree to surprise audits by the City's designee throughout the duration of the contract period. Surprise audits may be conducted at least once annually with the goal of ensuring all contractually agreed upon services, performance measures, personnel, vehicles, equipment, and supply requirements are being met.

XI. AUDITS

At any time, the City, or its duly authorized representatives, shall have the right to enter the offices of the Provider in order to inspect or audit financial books and records that pertain to the City. At such times, the City, or its duly authorized representatives, shall have the right to inspect any records it deems necessary and appropriate to conduct such an audit; including but not limited to: (i) all billings and invoices; (ii) all personnel records; (iii) all equipment maintenance records; (iv) all bank account records; (v) all federal income tax returns; (vi) all State of Texas franchise tax returns; (vii) all payroll tax records; (viii) all correspondence files; and (ix) all accountant's work papers. The City shall have a right to copy, at its own expense, any records pertaining to City emergency business. The cost of any such audit shall be borne by the City unless a discrepancy of three percent (3%) or greater is found in total income, total expenses, or total cash flow items, in which case the cost of the audit shall be paid by the Provider.

XII. RESPONSE TIME

The Provider agrees to respond to all calls and to transport all clients to their destination with as much speed as is reasonable and prudent under the prevailing conditions. Response times begin at the time that the call for service is received by the Provider. The Provider agrees to meet the following response time requirements: Within the City Limits of Horizon City – eight (8) minutes or less, ninety percent (90%) of the time for the calendar month.

XIII. WARRANTIES AND REPRESENTATIONS

A. The Provider warrants and represents to the City that:

1. It has utilized its best efforts to ensure that all of its employees and independent contractors meet all of the qualifications as stated herein;

2. It will promptly terminate, suspend, or remove from the position that requires the qualifications, any employee who does not meet the qualifications contained

herein. Further, it will immediately remove from the position of driver, any driver who is arrested, on or off duty, for driving while intoxicated or driving under the influence of drugs;

3. It will promptly replace or repair any vehicle or equipment that is not in first class condition, reasonable wear and tear excepted;

4. It will cause its Services to be operated, at all times, in strict compliance with all applicable statutes, laws, regulations, and ordinances, and maintain any bonds required under the Texas Administrative Code.

5. It will pay, in a timely fashion, all taxes and fees.

6. The execution of this Agreement and the performance of its obligations pursuant to this Agreement will not violate the terms of any other agreement;

7. It has reviewed this Agreement with its attorney and has been fully apprised of the legal effect of the terms and conditions of this Agreement;

8. All of the above warranties and representations are true and correct as of the date of this Agreement and will remain true and correct throughout the term of this Agreement.

XIV. OTHER TERMS AND CONDITIONS

A. Insurance

The Provider shall provide, at its own expense, the following insurance coverage:

1. Comprehensive automobile insurance coverage extended for fire, theft, or any other physical loss of ambulance except by collision or upset.
2. Collision and upset insurance for all ambulances with value no less than current value of vehicle and contents with not more than One Thousand Dollars ($1,000) deductible.
3. Automobile liability insurance coverage as required by State Law as may be amended from time to time. Current requirements are in amounts of at least One Million Dollars ($1,000,000) bodily injury per person; One Million Dollars ($1,000,000) bodily insurance per incident; and One Million Dollars ($1,000,000) property damage, including Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth
4. Commercial General Liability insurance or its equivalent, listing the City as an additional insured, providing limits of not less than $1,000,000 for bodily injury and property damage per occurrence, consistent with potential exposure to City under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims arising out of the services etc. provided with a general aggregate of $2,000,000, and a product and completed operations aggregate of $2,000,000. Coverage should include Damaged to rented premises at a minimum of $100,000 per occurrence.
5. Liability for Independent Providers Workers' Compensation and Employers' Liability- insurance is equivalent to State of Texas Workers' Compensation Statutory Limits, providing limits of not less than $1,000,000 for each

accident, each disease per employee $1,000,000, and policy limit of no less than $1,000,000. There shall not be any policy exclusions or limitations.

6. Insurance must be written by companies licensed to do business in the State of Texas. The Provider agrees to name City as additional insured in the above referenced insurance policies.
7. All insurance policies must contain a provision that the policy shall not be canceled, modified, expired, or otherwise terminated until after at least thirty (30) days written notice to that effect is given to City.
8. All insurance policies shall be in form and content satisfactory to City and should be submitted to The Town of Horizon at the time of Agreement execution.

The City reserves the right, at any time during the term of this Agreement, to change the amounts and types of insurance required hereunder by giving the Provider thirty (30) days written notice. If such change should result in substantial additional cost to the Provider, the City agrees to modify the Agreement for additional compensation proportional to the increased benefit to the City.

The Provider's failure to procure and maintain the required insurance or self-insurance program during the entire term of this Agreement shall constitute a material breach of this Agreement under which the City may immediately terminate this Agreement or, at its discretion, procure or renew such insurance to protect the City's interests and pay any and all premiums in connection therewith, and recover all monies so paid from the Provider.

B. Nondiscrimination

In connection with the performance of work under this agreement, the Provider agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, marital status, sexual orientation, sex, disability, national origin, or ancestry. This provision must be included in all subcontracts.

C. INDEMNIFICATION/HOLD-HARMLESS AGREEMENT. THE PROVIDER AGREES TO HOLD HARMLESS THE CITY FROM ANY AND ALL LAWSUITS OR LITIGATION WHICH MAY ARISE AT ANY TIME FROM THE OPERATION OF ITS MOTOR VEHICLES OR THE CONDUCT OF ITS EMPLOYEES WHILE UNDER AGREEMENT TO THE CITY, AND ALSO AGREES TO INDEMNIFY THE CITY FROM LIABILITY IMPOSED UPON IT AS A RESULT OF ANY OF ITS ACTIVITIES HEREUNDER. THE PROVIDER SHALL BE SOLELY RESPONSIBLE FOR ASSUMING LIABILITY OF ITS PERSONNEL AND OF THE PATIENTS CARRIED IN ITS VEHICLES WHILE UNDER AGREEMENT WITH CITY.

D. Independent Contractor Status

The Provider agrees that it is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties.

XV. DEFAULT

A. The occurrence of any of the following events (each, an "Event of Default") constitutes an immediate breach of, and default under, this Agreement, entitling the City to exercise all rights and remedies specified in this Agreement and under all applicable laws:

B. The Provider's failure to pay any obligation it is required to pay by the terms of this Agreement;

C. The Provider 's failure to fully and timely perform any of its obligations pursuant to the terms of this Agreement;

D. The insolvency, or transfer in fraud of creditors, or assignment for the benefit of creditors by the Provider, or any of its Principals, defined as all officers and directors of the Provider as well as any shareholder having a controlling ownership of the Provider's outstanding capital stock;

E. The filing by the Provider, or any of its Principals, of a petition for bankruptcy, or the adjudication of the Provider, or any of its Principals, as bankrupt insolvent in proceedings filed against the Provider, or any of its Principals;

F. The appointment of a receiver for all or substantially all the assets of the Provider or any of its Principals;

G. The transfer, conveyance, sale, gift, or assignment by the Principals of the Provider of ownership of any portion of the assets and business of the Provider, except that the transfer of shares of the business between the Principals existing at the time of the execution of this Agreement is permitted;

H. The involuntary conveyance or transfer of ownership of any portion of the assets or business of the Provider.

XVI. TERMINATION AND REMEDIES

Upon the occurrence of any Event of Default as described in this Agreement, the City may do any or more of the following without any notice or demand whatsoever;

1. Terminate this Agreement;
2. Proceed against the Provider for monetary damages;
3. Specifically enforce the provisions of this Agreement by means of a decree from a court of competent jurisdiction.

Absent an Event of Default, either Party may terminate this Agreement at any time without cause by giving thirty (30) days' written notice to terminate to the other party, or upon mutual consent. Both Parties shall cease to incur costs associated with this Agreement upon termination or receipt of written notice to terminate, whichever occurs first.

XVII. MISCELLANEOUS

A. No waiver by the City of any violation or Event of Default shall be deemed or construed to constitute a waiver of any other violation or Event of Default herein contained. Forbearance by the City to enforce one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of such default.

B. The Agreement may not be assigned or subcontracted by the Provider without the written consent of the City. If all or a portion on the contract work is proposed to be assigned or subcontracted, the name of the individual(s) to complete the work, address and the Provider proposed shall be submitted within the scope of the proposal.

C. The Provider represents and warrants that: (1) it does not, and will not for the duration of the Agreement, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Agreement. If circumstances relevant to this provision change during the course of the Agreement, the Provider shall promptly notify the City.

D. The Provider verifies that: (1) it does not, and will not for the duration of the Agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Agreement. If circumstances relevant to this provision change during the course of the Agreement, the Provider shall promptly notify the City.

E. The Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

F. The Provider represents and warrants that (1) it does not, and shall not for the duration of the Agreement, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Agreement. If circumstances relevant to this provision change during the course of the Agreement, the Provider shall promptly notify the City.

G. This Agreement shall be construed in accordance with the laws of the State of Texas and both parties' consent to El Paso County as the exclusive venue for any lawsuits arising from this Agreement. In the event either party fails to perform its obligations and responsibilities as set forth herein and it becomes necessary for other party to enforce its rights by hiring an attorney or third party, the non-prevailing party shall be responsible for all fees and costs incurred by the prevailing party to enforce such rights.

H. The City reserves, and does not waive, its rights of sovereign immunity and similar rights, and its rights under the Texas Tort Claims Act. No provision of this Agreement imposing any obligation or restriction on the City not permitted by applicable law shall be enforceable. Records relating to this Agreement may be subject to disclosure pursuant to the Texas Public Information Act, Section 552.001 et. seq. of the Texas Government Code. Any provision of this Agreement permitting or requiring discretion, consent, or approval by the Provider shall be deemed to require the same be exercised reasonably and in good faith.

I. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural unless the context otherwise requires.

J. The captions are inserted in this Agreement for convenience only and in no way define, limit, or describe the scope or intent of this Agreement, or any provisions thereof, nor in any way affect the interpretation of this Agreement.

K. This Agreement may not be altered, changed, or amended except by an instrument in writing signed by both Parties.

L. If any provision of this Agreement is found to be illegal, invalid, or unenforceable, the remaining provisions of this Agreement shall continue as if such illegal, invalid, or unenforceable provision was not part of this Agreement.

M. This Agreements is the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties, or other matters, oral or written, purportedly agreed to or represented by or on behalf of either party or by any of their employees or agents, shall be deemed to bind the parties hereto with respect to the subject matter hereof. Both parties acknowledge that they are entering into the Agreement solely on the basis of the representations and warranties contained herein.

IN WITNESS WHEREOF, we have hereunto set out hands on this the ____ day of, 20__.

ATTEST:

TOWN OF HORIZON CITY

By:_____
Elvia Schuller, City Clerk

By:_____
Ruben Mendoza, Mayor

_____

By: Moe Massoud Title: CEO

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Roger Williams
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING
OF

VIKING ENTERPRISES INC
File Number: 800769753

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic For-Profit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 02/06/2007

Effective: 02/06/2007

Roger Williams
Secretary of State

Phone: (512) 463-5555
Prepared by: Linda Basler

OFFICE OF STAN STANART

COUNTY CLERK, HARRIS COUNTY, TEXAS

V139122
06/05/2017 CYPRESSWOOD
$15.00 ASSUM NTRY

This is to acknowledge receipt of certificate of operation under Assumed Name which was filed in my office for CITY AMBULANCE SERVICE, under the file number as shown on the cash register validation above, and indexed in the Assumed Name Records as prescribed by law.

The certificate shows

VIKING ENTERPRISES INC

to be the owner(s) of said business.

The period (not to exceed 10 years) during which the assumed name will be used is shown as 10

June 05, 2017 Through June 05, 2027.

Whenever there is a change of ownership, a withdrawal certificate shall be executed and duly acknowledged by the person or persons so withdrawing from or disposing of their interest in said business. Until such certificate has been filed, they shall remain liable for all debts incurred in the operation of said business.

STAN STANART,
County Clerk, Harris County

Jessica Kay White

Jessica Kay White Deputy

COUNTY COURT OF HARRIS COUNTY, TEXAS

P.O. Box 1525 ● Houston, TX 77251-1525 ● 713-755-6411
www.cclerk.hctx.net

Form No. D-02-02 (Rev. 01/01/2011)

MEMORANDUM

TO: Mayor Mendoza & City Council Members

FROM: Assistant Chief Manuel Rico

RE: Consolidated Lead Evaluation and Reporting (CLEAR) Criminal Background Investigation Tool

DATE: February 28, 2022

BACKGROUND:

In 2013, City Council approved the expenditure for the Consolidated Lead Evaluation and Reporting (CLEAR) Criminal Background Investigation software tool.

Our Criminal Investigations Division has been utilizing this software since 2013. The software has lived up to our expectations and is an essential tool for our detectives. This software access allows our criminal investigators the additional resources to develop leads in criminal cases. Our detectives have used this system more than 100 times since we started to use this resource.

Many law enforcement agencies in our area use this service. El Paso Police, El Paso Sheriff, Anthony and Socorro Police Departments along with other Federal agencies benefit from this program. This expenditure is programmed in our current budget.

Cost per year with a 3% increase every year for the five-year contract.

Material	Product Name	Year 1 Monthly Charge	% Increase Yr 1 Yr 2	Year 2 Monthly Charges	% Increase Yr 3 Yr 4	Year 3 Monthly Charges	% Increase Yr 3 Yr 4	Year 4 Monthly Charges	% Increase Yr 4 Yr 5	Year 5 Monthly Charges
41308780	CLEAR Proflex	$326.00	3.00%	$335.78	3.00%	$345.85	3.00%	$356.23	3.00%	$366.92

RECOMMENDATION:

I recommend City Council allow the Mayor to sign a five-year contract at a cost of $326.00 per month - $3,912.00 for the first year with a 3% increase every year for a five-year contract.

RESOLUTION

WHEREAS, the State of Texas through its Department of Information Resources (DIR) goes through a competitive procurement process using the Request for Offer (RFO) method of procurement to procure Automated Information System (AIS) and Information Technology products and services; and

WHEREAS, the Town of Horizon City, as a local government defined by Texas Government Code Section 2054.003 (9) is eligible to purchase under any of the DIR's programs as an eligible DIR customer, and when purchasing technology through the DIR, a local government is following all state procurement requirements; and

WHEREAS, Thomson Reuters d/b/a West Publishing Corporation is a vendor with the DIR; and

WHEREAS, staff is recommending the Town of Horizon City acquire the Consolidated Lead Evaluation and Reporting (CLEAR) Criminal Background Investigations software to assist with the City Police Department's investigations,

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

That the Mayor be authorized to sign the Order Form for a 5-year subscription with Thomson Reuters d/b/a West Publishing Corporation for the CLEAR Proflex software program using Texas Department of Information Resources contract No. DIR-LGL-CALIR-02. The annual fee for the first year will be $3,912.00, and the annual fee will increase three percent per year for years 2-5.

PASSED AND ADOPTED this_____day of_____, 2022.

THE TOWN OF HORIZON CITY

_____
Ruben Mendoza
Mayor

ATTEST:

_____
Elvia Schuller
City Clerk

APPROVED AS TO FORM:

Theresa Cullen Cordova
Theresa Cullen Cordova
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Manuel Rico
Interim Chief of Police

THOMSON REUTERS	**Order Form** **Order ID:Q-02284582**
	Contact your representative a.oehmke@thomsonreuters.com with any questions. Thank you.

Subscriber Information

Sold To Account Address	**Shipping Address**	**Billing Address**
Account #: 1000824848 HORIZON CITY ACCOUNTS PAYABLE 14999 DARRINGTON RD UNIT 7 HORIZON CITY TX 79928-7442 US "Customer"	Account #: 1000824848 HORIZON CITY ACCOUNTS PAYABLE 14999 DARRINGTON RD UNIT 7 HORIZON CITY TX 79928-7442 US	Account #: 1000824848 HORIZON CITY ACCOUNTS PAYABLE 14999 DARRINGTON RD UNIT 7 HORIZON CITY, TX 79928-7442 US

This Order Form is a legal document between Customer and

A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: https://www.tr.com/trorderinginfo

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

Thomson Reuters General Terms and Conditions apply to all products ordered, except print and is located at http://tr.com/TermsandConditions. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Thomson Reuters General Terms and Conditions for Federal Subscribers is located at https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

ProFlex Products
See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
41308780	CLEAR Proflex	$326.00	60

Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

At the end of the Minimum Term, we will notify you of any change in Monthly Charges at least 90 days before each 12 month term starts. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year term, may exercise the option to implement those additional years pursuant to federal law.

Miscellaneous

Applicable Law. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by

one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Regulated Data. Due to the regulated or private nature of some data in our information products such as credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be. You agree to immediately notify us if any of the information you provided in your ordering document or during the credentialing process changes. You agree to and warrant that you are the end user of this data and that you will only use it for your own internal business purposes. You also warrant that you will strictly limit the access, use and distribution of this data to user permitted under applicable laws, rules and regulations and as permitted by the third party additional terms. You will keep the data confidential. You will use industry standard administrative, physical and technical safeguards to protect the data. You will not disclose it to anyone except as necessary to carry out your permissible use. You will immediately report any misuse, abuse or compromise of the data. You agree to cooperate with any resulting inquiry. If we reasonably believe that the data has been misused, abused or compromised, we may block access without additional notice. You are responsible for all damages caused by misuse, abuse or compromise of the data by you, your employees and any person or entity with whom you shared the data. We will be responsible for damages cause by us. We are not a consumer reporting agency. You may use information product data to support your own processes and decisions but you may not deny any service or access to a service to a consumer based solely upon the information product data. Examples of types of service include eligibility for credit or insurance, employment decisions and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b). If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110 or as otherwise allowed by the General Terms and Conditions.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-clear.pdf and Excluded Charges change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 10 of the General Terms and Conditions.

CLEAR Fixed Rate Usage :If the transactional value of your CLEAR fixed rate usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement subscribers), we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

Batch Usage :If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

If the trial includes Batch Services, you may submit up to 1,000 input lines at no cost. We reserve the right to invoice you for input lines in excess of 1,000. You will pay our then current Schedule A rate. Schedule A rates are located at http://legalsolutions.com/schedule-a-clear.

Existing Vigilant Subscribers: We may terminate your License Plate Recognition (LPR) subscription if you are an existing Vigilant LEARN subscriber whose LPR pricing is based upon your existing Vigilant LEARN agreement, and you cancel your Vigilant LEARN agreement.

Enterprise Law Enforcement Subscribers: You certify that you have up to the number of Sworn Officers in your employ at this location identified in the QTY Column above. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable.

CLEAR Subscribers via an Alliance Partner. In limited circumstances we may allow you to access CLEAR through a third party's ("Service Provider") software or service (together with CLEAR, the "Integrated System"). In the event that you enter into a license agreement to access an Integrated System, you agree as follows:

We have no obligation to Service Provider with regard to the functionality or non-functionality of CLEAR during or after the integration. Service Provider will have access to CLEAR on your behalf and you will ensure Service Provider's compliance with the terms and conditions of the Thomson Reuters General Terms and Conditions located in the General Terms and Conditions paragraph above. Except as otherwise provided in your agreement with us, Data may not (i) be distributed or transferred in whole or in part via the Integrated System or otherwise to any third party,

(ii) be stored in bulk or in a searchable database, and (iii) not be used in any way to replace or to substitute for CLEAR or as a component of any material offered for sale, license or distribution to third parties. No party will use any means to discern the source code of our products and product data. You are responsible for Service Provider's access to CLEAR on your behalf. You are responsible for all damages caused by misuse, abuse or compromise of the data by Service Provider, you, your employees and any person or entity with which you shared the data. We will be responsible for damages caused by us.

For Law Enforcement Agencies and Correctional Facilities Only – No Inmate Westlaw or CLEAR Access (direct or indirect)

I certify, on behalf of Subscriber, that I understand and accept the security limits of Westlaw or CLEAR ; Subscriber's responsibility for controlling Westlaw, CLEAR, internet and network access; and, how Subscriber will be using Westlaw or CLEAR. I acknowledge Subscriber's responsibility for providing West with prompt written notice if Subscriber's type of use changes.

Only non-inmates/administrative staff will access Westlaw or CLEAR with no direct Westlaw research results provided to inmates (including work product created as part of inmates' legal representation). In no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to Westlaw or Westlaw Data.

Functionality of Westlaw or CLEAR cannot and does not limit access to non-West internet sites. It is Subscriber's responsibility to control access to the internet.

Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the Westlaw or CLEAR URL and West software (including CD-ROM orders). Subscriber will design, configure and implement its own security configuration.

Subscriber will not use any data nor distribute any data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.

Subscriber will maintain the most current version of the West software to access CD-ROM Products for security purposes.

Amended Terms and Conditions

Government Non Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 60 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document,(e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Signature for Order ID: Q-02284582

ACKNOWLEDGEMENT Q-02284582

I have read all pages and attachments to this Order Form and I accept the terms on behalf of Subscriber. I warrant that I am authorized to sign this Order Form on behalf of the Subscriber.

Signature of Authorized Representative for order	**Title**
Printed Name	**Date**

This Order Form will expire and will not be accepted after 4/16/2022 CT.

THOMSON REUTERS	**Attachment**	**Order ID:Q-02284582**
	Contact your representative a.oehmke@thomsonreuters.com with any questions. Thank you.	

Order ID: Q-02284582

Payment, Shipping and Contact Information

Payment Method:
Payment Method: Bill to Account
Account Number: 1000824848
This order is made pursuant to: TX CALIR MSA-WEST DIR-LGL-CALIR-02 (TXMS)

Order Confirmation Contact (#28)
Contact Name:Mcconnell, Michael
Email:chief@horizoncity.org

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1000824848	HORIZON CITY	14999 DARRINGTON RD UNIT 7 HORIZON CITY TX 79928-7442 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
1	Each	41308780	CLEAR Proflex
5	Seats	42091861	CLEAR PRO Gov Law Enforcement Investigator Plus
1	Seats	41913616	CLEAR Criminal Justice Arrest Gateway PRO Add Seat

Account Contacts

Contact Name		Email Address	Customer Type Description
Michael	Mcconnell	chief@horizoncity.org	CLEAR PRIMARY CONT
Michael	McConnell	chief@horizoncity.org	EML PSWD CONTACT

IP Address Information

From IP Address	To IP Address	From IP Address	To IP Address	From IP Address	To IP Address
000.000.000.000	000.000.000.000				

Sub Material	Quantity	Active Subscription to be Lapsed
41547037	1	Enhanced CLEAR Incarceration & Arrest Gateway PRO
41882302	21	CLEAR for Law Enforcement Plus

Charges During Minimum Term

Material #	Product Name	Year 1 Monthly Charges	% Incr Yr1-Yr2	Year 2 Monthly Charges	% Incr Yr2-Yr3	Year 3 Monthly Charges	% Incr Yr3-Yr4	Year 4 Monthly Charges	% Incr Yr4-Yr5	Year 5 Monthly Charges
41308780	CLEAR Proflex	$326.00	3.00%	$335.78	3.00 %	$345.85	3.00 %	$356.23	3.00 %	$366.92

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing.

THOMSON REUTERS

Addendum to West Order Form - Q-02284582

Subscriber: Horizon City

Account #: 1000824848

1. **Effect of Addendum**. The Order Form, the underlying General Terms and Conditions and applicable Schedule A, and the State Standard Contract Addendum (collectively the "Agreement"), between you and West is amended to incorporate the terms of this Addendum. As amended, the Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum will have the meanings given to them in the Order Form. This Addendum supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum, the terms and conditions of this Addendum will control.

2. **Modification to Order Form**. The following will be added to the order form:

- Texas Tort Claims Act. West expressly agrees that, in all things relating to this Agreement, the Subscriber is performing a governmental function, as defined by the Texas Tort Claims Act. West further expressly agrees that every act or omission of the Subscriber, which, in any way, pertains to or arises out of this Agreement falls within the definition of a governmental function.

- Energy Company Boycotts. West represents and warrants that: (1) it does not, and will not for the duration of the Agreement, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Agreement. If West' circumstances relevant to this provision change during the course of the Agreement, West shall promptly notify the Subscriber.

- Firearm Entities and Trade Associations Discrimination. West verifies that: (1) it does not, and will not for the duration of the Agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Agreement. If West' circumstances relevant to this provision change during the course of the Agreement, West shall promptly notify the Subscriber.

- Foreign Terrorist Organizations. West represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

- Entities that Boycott Israel. West represents and warrants that (1) it does not, and shall not for the duration of the Agreement, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Agreement. If West' circumstances relevant to

this provision change during the course of the Agreement, West shall promptly notify the Subscriber.

Except as expressly provided herein, all other terms and conditions of the West Order Form will remain unchanged.

Please have this document executed by an authorized representative of Subscriber and returned to West along with the executed West Order Form.

West Publishing Corporation 610 Opperman Drive Eagan, MN 55123	**Subscriber**
_____	Signed: _____
Accepted by: _____	Name (please print) _____
Title: _____	Title: _____
Date: _____	Date: _____

MEMORANDUM

TO: Honorable Mayor Mendoza & City Council

FROM: Pat Randleel, Finance Director

DATE: March 8, 2022

RE: Internet and Telephone Service

Summary
We request to change our telephone and Internet provider from AT&T to Conterra Networks. The change is necessary because of past billing issues and difficulty getting resolutions to problems. In addition, our service agreement has now expired.

Background
October 14, 2014 – First three-year contract for telephone and Internet. 50Mb service.
November 15, 2017 – Second three-year contract renewed. 50Mb service.
February 25, 2019 – Upgraded service from 50Mb to 150Mb service through a promotion initiating another three-year service agreement. This three-year contract is and now expired.

- We currently pay approximately $3,076 for Internet, voice and fax services on a monthly basis or $36,912 annually.

As City Council may know, we have a 911 dispatching center at the police department. The El Paso County 911 District supplies the police department with Conterra Networks fiber optic cable as part of the Enhanced 911 telephone service. Conterra Networks is a service provider in our area and offers local telephone and Internet service.

Conterra Networks utilizes the Region 19 ASC (Allied States Cooperative) purchasing program. We can select Conterra Networks by using that purchasing vehicle with the city council's approval. Since their fiber optical cable is already in our building, the switch-over should occur within 45-days after approval.

Recommendation
Enter into a 36-month contract utilizing the Region 19 ASC (Allied States Cooperative) purchasing program with Conterra Networks for the following:

- 1 Gbps Premier Internet service $1,800 per month
- One Voice trunk Telephone Service $ 495 per month
  (Includes 3 fax lines)

The total dollar cost will be $27,540 annually. Over the three-year contract the amount will be $82,620.

RESOLUTION

WHEREAS on Oct. 29, 2019, the Town of Horizon City and Region 19 Education Service Center entered into a cooperative agreement and the Parties agreed Education Service Center- Region 19 Allied States Cooperative (ASC) will cooperatively bid out goods and services; and

WHEREAS, Chapter 271, subchapter F, of the Texas Local Government Code allows local governments (including cities) to enter into cooperative purchasing agreements with each other for goods and services, and when purchasing through a cooperative purchasing agreement, a local government is following all state procurement requirements; and

WHEREAS, Conterra Ultra Broadband, LLC d/b/a Conterra Networks or its Affiliate(s) is a vendor with the ASC; and

WHEREAS, staff is recommending the Town of Horizon City acquire internet service and telephone services using ASC Contract Number 22-7429.

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

That the Mayor be authorized to sign two Service Orders (Nos. 15502-Q-04655 and 22277-Q-12719) and related documents for a thirty-six (36) month term with Conterra Ultra Broadband, LLC d/b/a Conterra Networks for internet and telephone services using Region 19 ASC (Allied States Cooperative) Contract Number 22-7429 for a total cost of $82,620.00.

PASSED AND ADOPTED this_____day of_____, 2022.

THE TOWN OF HORIZON CITY

_____
Ruben Mendoza
Mayor

ATTEST:

_____
Elvia Schuller
City Clerk

APPROVED AS TO FORM:

Theresa Cullen Cordova

Theresa Cullen Cordova
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Pat Randleel
Finance Director

Service Order

Conterra Networks
5301 77 Center Drive
Charlotte, NC 28217
Phone 704.936.1800
Fax 704.936.1801
www.conterra.com

Quote #: 15502-Q-04655
Date: February 24, 2022
Valid Until: March 26, 2022

Legal Business Name: Town of Horizon City	**Conterra Contact**
Contact: Pat Randleel Phone: (915) 852-1046 E-Mail: prandleel@horizoncity.org 14999 Darrington Road Horizon City, Texas 79928 United States	Rep: Nancy Berger Phone: (915) 276-4894 E-Mail: nberger@conterra.com

Contract Vehicle: Contract Number: 22-7429
http://www.alliedstatescooperative.com/
Contact: Royce Cleveland
Phone: (915) 780-5019
Address: 6611 Boeing Dr.

Region 19 ASC Allied States Cooperative Vendor ID: 1021
Vendor Name: Conterra Ultra Broadband, LLC
Contact Name: Nancy Berger
Contact Phone: 915.276.4894
States Serviced: ALL STATES Paso, TX 79925

Contract Term: 36 Months

Location: 15001 Darrington Road Horizon City Tx 79928

Description	QTY	Unit NRC	Unit MRC	Total NRC	Total MRC
1 Gbps Premier Internet	1.00	$0.00	$1,800.00	$0.00	$1,800.00
Included: 1 IPv4 Static IP Address	1.00	$0.00		$0.00	$0.00
			Sub Total:	**$0.00**	**$1,800.00**

Quote Totals

Total NRC	Total MRC
$0.00	**$1,800.00**

Order
This Order Form ("Order") is entered into by and between Conterra Ultra Broadband, LLC, a South Carolina liability company ("Conterra Networks") on behalf of itself and for the benefit of itself and its Affiliates, and Customer.

This Order is subject to and controlled by the Terms and Conditions set forth at www.Conterra.com, which are incorporated herein by reference (collectively, the Order and the Terms and Conditions shall be referred to as the "Agreement"). Customer's signature constitutes acceptance of the Order and its agreement to the Terms and Conditions.

SERVICE, TERM AND RATES: Conterra agrees to provide and Customer agrees to accept the services (hereinafter, the "Service(s)") beginning on the In-Service Date and continue for the Term and the rates contained above. Conterra and Customer shall use commercially reasonable efforts to provide services on or about the Requested Service Date.

IN WITNESS WHEREOF, the Parties hereto have caused this Order to be executed by their duly authorized officers or representatives.

Notes
1. Customer will provide rack space and power at no cost to Conterra.
2. Pricing is exclusive of taxes and fees.
3. Pricing and availability is contingent upon the credit approval, final site survey and engineering.

CONTERRA		**Town of Horizon City**	
By:	_____	**By**:	_____
Name:	_____	**Name**:	_____
Title:	_____	**Title**:	_____
Date:	_____	**Date**:	_____

GENERAL TERMS AND CONDITIONS

For Services provided by Conterra Ultra Broadband, LLC or its Affiliate(s)

This agreement with Conterra Ultra Broadband, LLC d/b/a Conterra Networks or its Affiliates(s) ("Conterra") includes these General Terms and Conditions; the terms contained on the Service Order Form ("Order), and any written addenda, including those terms incorporated by reference (collectively, the "Agreement"). Customer and Conterra may be referred to as the "Parties and individually as a "Party".

Customer acknowledges that certain Services may be provided by one or more Conterra Affiliates (identified in Exhibit A) authorized by appropriate state regulatory agencies to provide the Services described herein and each Conterra Affiliate shall be responsible for the Services provided in its authorized service area ("Service Area").

1. **Defined Terms.** The terms defined herein shall have the same meaning set forth below, unless the context in which they are used clearly requires a different meaning or different definition is described for a particular section or provision:

   Affiliate. An entity that controls, is controlled by, or is under common control with Customer or Conterra, as applicable, including any such entity that becomes a Customer Affiliate or Conterra Affiliate after the date of the Agreement.

   Effective Date. The date of the last signature to Order, unless otherwise specified.

   In-Service Date. In-Service Date as used herein shall mean the earlier of: (i) actual use of the Services; (ii) the date the Service is installed and is running in test mode in accordance with the requirements of this Agreement, with no trouble tickets established by Customer; or (iii) seven (7) days after delivery of circuits, facilities and/or Service to Customer's premises in the event Customer fails to test such circuit, facilities and/or Service.

   Point of Demarcation. The interface between Conterra and Customer, whether at Customer's point of presence or other Customer-designated terminal equipment. Such point will be identified in the Order and designate the point at which Conterra's responsibilities begin.

   Point of Presence ("POP"). A specific location where Customer originates and/or terminates its Service.

   Service or Services. Conterra provided telecommunications and related services.

   Service Outage. A disruption or degradation of Service and/or Services that fails to meet the performance specifications set forth in the Agreement or applicable service level agreement.

   Service Commitment Period or Term. The committed service term set forth in an Order.

2. **Price, Credits, and Billing.** Charges specified in each Order will accrue beginning on the In-Service Date. When Service is initiated on a day other than the first day of the month or terminates on a day other than the last day of the month, the charge for that month will be determined by pro-rating the monthly payment based upon the number of days Customer received Service.

   Conterra will invoice Customer for monthly recurring charges ("MRCs") each month, in advance, as set forth in the applicable Order. Payment of undisputed amounts shall be made within thirty (30) calendar days from the date of receipt of each invoice and shall be sent to the address specified on the invoice. Customer shall provide Conterra with written notice of any disputed charge(s) within sixty (60) days after the date shown on the invoice or, subject to applicable law, Customer shall be deemed to have waived its rights to dispute. If any undisputed amounts due under this Agreement are not received by the due date, Conterra shall have the right to impose a late payment charge of the lower of 1.5 percent per month or other highest rate legally permissible thereon, said charge to be payable on demand and to be in addition to other remedies available under the Agreement or by law, including the right to modify the payment terms and/or require a security deposit. Non-recurring charges ("NRCs"), if any, shall be invoiced and paid as agreed in the Order.

   Expedite, cancellation and supplement orders are subject to additional fees.

3. **Taxes.** Customer shall be responsible for all local, state and federal taxes, fees, surcharges, however designated, imposed on or based upon the provision, sale, or use of the Services, excluding taxes based on Conterra's net income. Customer shall be responsible for the payment of all surcharges in effect from time to time, as required or permitted by applicable law, regulation, or tariff.

   To the extent a sale is claimed to be subject to a tax exemption and Customer provides Conterra with proper tax exemption certificate, Conterra agrees to exempt Customer from the collection of taxes to the extent warranted by such certificate(s). Failure to timely provide such certificate will result in no exemption being available to Customer for any period prior to the date that the Customer presents a valid certificate. Customer acknowledges and certifies that, for the duration of the Term, the interstate traffic (including Internet and international traffic) will constitute ten percent (10%) or less of the total traffic on the fiber network provided by Conterra.

4. **Equipment, Installation, and Acceptance Testing**. Customer, at its expense, will maintain all of its equipment in a good and workmanlike manner. Conterra will provide, install, operate, repair, maintain, and control the equipment necessary to provide Service to the Customer.

   Unless otherwise set forth in an Order, Conterra will provide Service to the Point of Demarcation, per the Order. Customer shall not adjust, remove, relocate, align, or attempt to repair Conterra's equipment except as expressly authorized in advance in writing by Conterra. Each Party will be liable for any loss or damage to the other Party's equipment arising from the Party's negligence, intentional act, or unauthorized maintenance.

   To the extent construction or similar work on Customer's property is required, Customer shall be responsible for accurately marking utility and any other underground facilities at such property.

   Upon termination of the Agreement or an Order as otherwise provided herein, Conterra reserves the right to remove any of its equipment, returning Customer or its customers' property, where applicable to its original condition, reasonable wear and tear expected.

5. **Planned Service Outages.** Conterra shall notify Customer in writing no less than ten (10) days prior to any scheduled Service Outage.

6. **Termination.** In the event of a Customer breach of any term or provision of the Agreement, and subject to a thirty (30) day right to cure (unless otherwise subject to a different cure period expressly set forth in the Agreement), Conterra shall have the right, in addition to any other remedies it has under the Agreement or by law, at its option, to: (i) Suspend the performance or payment/credit obligations with respect to the affected Service, and/or (ii) Terminate the affected Service(s) without further liability upon providing written notice of such termination to the defaulting Party; and/or (iii) Terminate the Agreement without further liability upon providing written notice of such termination to the defaulting Party.

   Customer acknowledges and agrees that if Customer cancels an Order prior to installation of Services by Conterra and Conterra has incurred any costs in installing the Service or in preparing to install the Service that it otherwise would not have occurred, a charge equal to the costs Conterra has incurred shall apply and Customer agrees to pay Conterra for those charges. This charge will not exceed the sum of the charges for the minimum period of service ordered, including installation charges. Customer also acknowledges and agrees that if Customer causes an installation delay of any of its Services that last longer than thirty (30) days past the Customer's original installation due date and Conterra has incurred charges from its vendors, Customer will pay all applicable monthly recurring charges for all Customer's Services as if all Services were installed on the thirty-first (31st) day past the original installation due date. Additionally, in the event installation delays occur for any reason, Conterra shall not be responsible for charges imposed on Customer by Customer's previous service provider(s) and/or the difference between such charges and the charges that Conterra would have imposed pursuant to this Agreement.

7. **Liquidated Damages and Early Termination Liability.** In the event Customer cancels or terminates any Service under the Agreement prior to the end of the Service Commitment Period for its convenience, or Conterra terminates any Service(s) as a result of uncured breach in accordance with Section 6, Customer shall pay Conterra a termination charge calculated as one hundred percent (100%) of the monthly recurring charges for the remaining unexpired portion of the Service Term, plus any third-party or local access provider termination liability or cancellation charges. The parties agree that estimating precise damages to Conterra pursuant to this Agreement is a complex task and that early termination liability and third-party cancellation charges paid by the Customer to Conterra constitute liquidated damages meant to offset losses incurred by Conterra and are not a penalty. Conterra will work jointly with Customer and the third-party to help limit cancellation and termination charges and mitigate costs incurred by Customer.

8. **Limitation of Liability; Disclaimer of Warranties. CONTERRA'S LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE LESSER OF: (I) AMOUNTS ACTUALLY PAID BY CUSTOMER FOR MRCs DURING THE PERIOD IN WHICH THE DAMAGE OCCURS AND (II), IF SERVICE IS INTERRUPTED, TO A PRO-RATA CREDIT FOR THE PERIOD OF INTERRUPTION, SUBJECT TO SECTION 9. CUSTOMER AGREES THAT THE PRICING OF SERVICES REFLECTS THE INTENT OF THE PARITES TO LIMIT CONTERRA'S LIABILITY AS PROVIDED HEREIN. EXCEPT FOR CUSTOMER'S OBLIGATIONS TO PAY FEES AND CHARGES FOR SERVICES PROVIDED AS REQUIRED HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER, ITS EMPLOYEES, SUBCONTRACTORS, AND/OR AGENTS, OR ANY THIRD-PARTY, FOR ANY INDIRECT, INCIDENTIAL, SPECIAL CONSEQUENTIAL, PUNITIVE DAMAGES, OR LOST PROFITS.**

   THE QUALITY OF SERVICE PROVIDED HEREUNDER SHALL BE CONSISTENT WITH INDUSTRY STANDARDS. CONTERRA MAKES NO OTHER WARRANTIES HEREUNDER, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE INCLUDING, AND CONTERRA SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

9. **Service Credits, Support, and Maintenance.** If Customer experiences a Service Outage, Customer shall be entitled to request credits against future monthly charges, as set forth in the table below:

Service Outage Length	Credit
Less than 5 hours 59 minutes	None
6 hours – 8 hours 59 minutes	2/5 day
9 hours – 11 hours 59 minutes	3/5 day
12 hours – 14 hours 59 minutes	4/5 day
15 hours – 24 hours	One day
Note: No more than one full day's credit will be allowed for any period of 24 hours	

   None of the above credit allowances apply to outages: (i) caused by a failure in the Customer provided connection facilities; (ii) caused by Customer; (iii) due to failure of power or equipment provided by Customer or others; (iv) during any period in which Conterra is not given access to the Service premises; (v) of off-net Services; or (vi) due to scheduled maintenance and repair. Customer shall be responsible for all maintenance and repair of the Customer provided connection facilities. If an outage occurs in off-net Services, and Conterra receives a credit or other payment from a third-party for such outage of off-net Services, such credit or other payment will be passed through to Customer by Conterra. Notwithstanding any other provision herein, the above credits shall be the sole and exclusive remedy of Customer for outages.

   Conterra Support. Conterra shall, at its option and convenience, repair or replace any Conterra infrastructure not functioning in accordance with Conterra's contracted specifications for the Services. Customer support will be available on a commercially reasonable basis via telephone, electronic mail, or through Conterra's internet site at www.conterra.com ("Internet Site"). Telephone numbers for such Customer support are posted on the Internet Site and included on the Order.

   If Customer's use of the Service(s) requires that Conterra visit the Customer's premises for assistance, repair, deployment, or connection, Conterra shall be entitled to charge Customer Conterra's then prevailing rates for labor and related costs for each such visit, and Customer agrees to pay Conterra such charges as are reasonable and documented. Conterra does not undertake to correct or repair and shall have no responsibility for the correction or repair of, software, hardware, or equipment that Conterra does not supply. Conterra will undertake commercially reasonable network management, traffic analysis, operational procedures and user policies to support the applicable service level standards. Notwithstanding the above, Conterra shall not be responsible for maintenance and repair of facilities or equipment which it does not furnish and Conterra may assess Customer its standard charge (up to $150.00) for false call outs.

10. **Notices; Publicity and Disclosure.** Except as otherwise expressly set forth, notices concerning the Agreement shall be in writing and shall be given or made by means of certified or registered mail, express mail or other overnight delivery service, proper postage or other charges paid and addressed or directed to the respective Parties. A notice that is sent by facsimile shall also be sent by one of the other means set forth. Notices to Conterra shall be made to Conterra Ultra Broadband, LLC, 5301 77 Center Drive, Charlotte, North Carolina 28217, Attention: Legal Department. Notices to

Customer shall be sent to the address set forth in the applicable Order. Notices for change in ownership, change in name of firm, or change in the mailing address must be given by either Party by mailing to the other Party within thirty (30) days of such change.

The Parties agree not to provide copies of the Agreement, or otherwise disclose the terms of the Agreement, to any third-party without the prior written consent of the other Party; provided, however, that either Party may, without obtaining the other Party's consent, provide copies or make disclosures to prospective purchasers of the business of the Party or of any Affiliate or to prospective lenders for purposes of obtaining financing, so long as such third-parties are bound by obligations of confidentiality; and to any regulatory or judicial body requesting such information or in connection with any professional service utilized by either Party.

11. **Compliance with Laws; Acceptable Use.** Parties shall comply with all applicable federal, state, and local laws, government regulations and orders, including, without limitation, laws, government regulations and orders with respect to employment. Customer agrees that all use of the Services shall be in accordance with the Conterra Acceptable Use Policy, set forth at www.conterra.com.

12. **Force Majeure.** Except for Customer's payment obligations, neither Party shall be responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is cause by reason of acts of God, wars, revolution, civil commotion, acts of public enemy, embargo, acts of government in its sovereign capacity, labor difficulties, including without limitation, permitting, strikes, slowdowns, picketing or boycotts, or any other circumstances beyond the reasonable control and not involving any fault or negligence of the Delayed Party, as defined below, ("Condition").

    Except for Customer's payment obligations and if any such Condition occurs, the Party delayed or unable to perform ("Delayed Party"), upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis during the continuance of such Condition (and the other Party shall likewise be excused from the performance of its obligations on a day-to-day basis during the same period), provided however, that the Party so affected shall use best reasonable efforts to avoid or remove such Condition, and both Parties shall proceed immediately with the performance of their obligations under the Agreement whenever such causes are removed or cease.

13. **Building Access.** Customer warrants that it has the authority to, and shall, allow Conterra, its agents, contractors, and Affiliates to install and maintain all equipment necessary to provide Services to the Customer at the Customer's premises, including, but not limited to access to the roof. Customer shall be responsible for arranging access to any of the rights of way, conduit, and equipment space necessary to provide the Service on the Customer's premises so that Conterra may install, repair, maintain, inspect, replace, or remove any and all facilities associated equipment provided by Conterra.

14. **Choice of Law; Jurisdiction.** The construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the state of North Carolina without regard to any conflicts of laws principles that would require the application of the laws of any other jurisdiction and subject to the exclusive jurisdiction of its federal or state courts in North Carolina. Any suit brought by either Party against the other Party for claims arising out of the Agreement shall be brought in the court of the State of North Carolina, Mecklenburg County or the federal court that includes such county within its jurisdiction. The application of the UN Convention on Contracts for the International Sale of Goods is specifically excluded from the Agreement.

15. **Assignment.** Either Party may assign this Agreement to an Affiliate or acquirer of substantially all of its assets without any advance consent from the other Party, but each Party shall provide the other with notice and complete all paperwork necessary to effectuate any change in ownership or other account changes. Otherwise, Customer may not assign its rights and obligations under this Agreement without Conterra's advance written request. Any attempted assignment in violation of this provision is null and void. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representative, successors, and permitted assigns.

16. **Regulatory Change and Tariffs.** In the event that a regulatory change materially alters the technical feasibility or economics of providing a Service, Conterra may amend any contract term or pricing in response. Conterra will notify Customer is writing when exercising this right, after which Customer will have thirty (30) days from the date of the notice to terminate the adversely impacted Services without incurring any termination liability by notifying Conterra in writing. If Customer does not respond in writing to Conterra within thirty (30) days, Customer waives its right to terminate without

liability. Customer's remedy pursuant to this section shall not apply for rates otherwise agreed upon by the Parties as subject to change.

Depending upon the Customer's choice of products or Services, Customer may receive from Conterra and its Affiliates regulated local, interstate, intrastate, and local toll telecommunications services provided pursuant to Conterra's tariff's and price lists and the terms and conditions contained herein (collectively, the "Tariff"). If the Customer's choice of products and Services include detariffed Services, this Agreement is subject to incorporates by reference Conterra's rates, rules, and regulations applicable to the Services as provided to Customer or posted on Conterra's website or, if such rates, rules, and regulations sections of the local Tariffs of the state in which the Services are provided. If Customer's choice of products includes unregulated Services, this Agreement is subject to any incorporates by reference the general rules and regulations of the local Tariffs of the state in which the Services are provided. To the extent this Agreement differs from any terms and conditions in Conterra's tariffs, the Tariffs control. Conterra may modify its Tariffs from time to time in accordance with law. These modifications may affect Service(s) furnished to Customer.

17. **Miscellaneous. Relationship of Parties.** Persons furnished by Conterra shall be solely the employees or agents of Conterra and shall be under the sole and exclusive direction and control of such Party. They shall not be considered employees of Customer for any purpose. Nothing contained in the Agreement is intended to give rise to a partnership or joint venture between the Parties or to impose upon the Parties any of the duties or responsibilities of partners or joint ventures.

18. **Non-waiver.** Either Party's failure to enforce any of the provisions of the Agreement or any Order, or to exercise any option , shall not be construed as a waiver of such provisions, rights, or options, or affect the validity of the Agreement or any Order.

19. **Severability.** If any of the provisions of the Agreement shall be invalid or unenforceable, then such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement. The entire Agreement shall be construed as if not containing the invalid or unenforceable provision(s), and the rights and obligations of Conterra and Customer shall be construed and enforced accordingly.

20. **Section Headings.** The heading of the several sections are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of the Agreement.

21. **Survival of Obligations.** The respective obligations of the Parties under the Agreement by their nature would continue beyond the termination, cancellation, or expiration, shall survive any termination, cancellation, or expiration, including, but not limited to, obligations to indemnify, insure, and maintain confidentiality.

22. **Renewal Term.** Upon expiration of the initial Term, the Agreement shall thereafter automatically renew for successive one (1) year periods at Conterra's then current monthly recurring rate, unless one Party gives the other Party written notice of termination at least ninety (90) days in advance.

23. **Cumulative Remedies.** The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity.

24. **No Third-Party Beneficiaries.** No person that is not a Party to this Agreement shall have or acquire any rights by reason of this Agreement, nor shall any party to this Agreement have any obligations or liabilities to such other third-party by reason of this Agreement.

25. **Further Assurances.** Upon a Party's reasonable request, the other Party shall, at such other Party's sole cost and expense, execute and deliver all documents and instruments, and take all such further actions, necessary to give full effect to the Agreement.

26. **Counterparts.** This Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the Parties.

27. **Entire Agreement**. This Agreement together with its exhibits and any applicable tariffs constitutes the entire agreement between the Parties and cancels or supersedes all contemporaneous or prior agreements, written or oral, with respect to the subject matter of this Agreement. No modifications shall be made to the Agreement, unless in writing and signed by authorized representatives of the Parties.

Exhibit A

Conterra Affiliates

Conterra Affiliates	Service Area
Conterra Ultra Broadband, LLC	Alabama
Conterra Ultra Broadband, LLC	Arizona
Conterra Ultra Broadband, LLC	Arkansas
Network USA, LLC	Arkansas
Conterra Wireless Broadband, LLC	California
Conterra Ultra Broadband, LLC	Colorado
Conterra Ultra Broadband, LLC	Georgia
Conterra Ultra Broadband, LLC	Illinois
Conterra Ultra Broadband, LLC	Kansas
Detel Wireless, LLC	Louisiana
Network USA, LLC	Louisiana
Tim Ron Enterprises, LLC d/b/a Network Communications	Louisiana
Conterra Ultra Broadband, LLC	Louisiana
Conterra Ultra Broadband, LLC	Mississippi
Detel Wireless, LLC	Mississippi
Network USA, LLC	Mississippi
Conterra Ultra Broadband, LLC	Missouri
Conterra Ultra Broadband, LLC	Montana
Conterra Ultra Broadband, LLC	Nevada
Conterra Ultra Broadband, LLC	New Mexico
Conterra Ultra Broadband, LLC	North Carolina
Conterra Ultra Broadband, LLC	Oklahoma
Conterra Ultra Broadband, LLC	South Carolina
Conterra Ultra Broadband, LLC	Tennessee
Conterra Ultra Broadband, LLC	Texas
Network USA, LLC	Texas
Tim Ron Enterprises, LLC d/b/a Network Communications	Texas
Conterra Ultra Broadband, LLC	Virginia
Conterra Ultra Broadband, LLC	Washington State

ADDENDUM TO AGREEMENT

This addendum ("Addendum"), effective as of this ___ day of _____, 20__, contains modifications and/or additions to the Agreement (Quote # 15502-Q-04655), dated _____, in addition to any and all related addendums or amendments (collectively, the "Agreement"), between **Conterra Ultra Broadband, LLC d/b/a Conterra Networks**, a South Carolina limited liability company ("Conterra") and **Town of Horizon City** ("Customer"). Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.

In consideration of the mutual covenants contained in this Addendum and herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree that the following provisions shall apply:

1. **Notices; Publicity and Disclosure,** The following sentence shall be added to the end of Section 10 (Notices, Publicity and Disclosure):

   Notwithstanding the foregoing, Conterra acknowledges that the Customer is a governmental body as defined by Texas Government Code, Section 552.003 is subject to the Texas Public Information Act. Conterra acknowledges that the Customer as a governmental body will comply with the Public Information Act, and with all opinions of the Texas Attorney General's Office concerning this Act.

2. **Miscellaneous.** The following language shall be incorporated into the Agreement:

   Texas Tort Claims Act. Conterra agrees that this Service is provided for the exclusive purpose of performing government functions as defined in the Texas Tort Claims Act.

   Energy Company Boycotts. Conterra represents and warrants that: (1) it does not, and will not for the duration of the Agreement, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Agreement. If circumstances relevant to this provision change during the course of the Agreement, Conterra shall promptly notify the Customer.

   Firearm Entities and Trade Associations Discrimination. Conterra verifies that: (1) it does not, and will not for the duration of the Agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Agreement. If circumstances relevant to this provision change during the course of the Agreement, Conterra shall promptly notify the Customer.

   Foreign Terrorist Organizations. Conterra represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

   Entities that Boycott Israel. Conterra represents and warrants that (1) it does not, and shall not for the duration of the Agreement, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Agreement. If circumstances relevant to this provision change during the course of the Agreement, Conterra shall promptly notify the Customer.

3. Other than the addition set forth above, the terms and conditions of the Agreement shall remain unchanged and in full force and effect. In the event of any conflict between the terms and conditions of this Addendum and the terms and conditions of the Agreement, this Addendum shall prevail.

IN WITNESS WHEREOF, this Addendum is hereby duly executed by an authorized representative of each party hereto as of the date first above written.

TOWN OF HORIZON CITY	**CONTERRA ULTRA BROADBAND, LLC**
AUTHORIZED REP. (PRINTED NAME):	AUTHORIZED REP. (PRINTED NAME):
SIGNATURE:	SIGNATURE:
TITLE:	TITLE:
DATE:	DATE:

Service Order

Conterra Networks
5301 77 Center Drive
Charlotte, NC 28217
Phone 704.936.1800
Fax 704.936.1801
www.conterra.com

Quote #: 22277-Q-12719
Date: February 24, 2022
Valid Until: March 26, 2022

Legal Business Name: Town of Horizon City	**Conterra Contact**
Contact: Pat Randleel Phone: (915) 852-1046 E-Mail: prandleel@horizoncity.org Address: 14999 Darrington Road Horizon City, Texas 79928 United States	Rep: Nancy Berger Phone: (915) 276-4894 E-Mail: nberger@conterra.com

Contract Vehicle: Contract Number: 22-7429
http://www.alliedstatescooperative.com/
Contact: Royce Cleveland
Phone: (915) 780-5019
Address: 6611 Boeing Dr.

Region 19 ASC Allied States Cooperative Vendor ID: 1021
Vendor Name: Conterra Ultra Broadband, LLC
Contact Name: Nancy Berger
Contact Phone: 915.276.4894
States Serviced: ALL STATES Paso, TX 79925

Contract Term: 36 Months

Location: 15001 Darrington Road Horizon City Tx 79928

Description	QTY	Unit NRC	Unit MRC	Total NRC	Total MRC
One Voice Trunk Solution: Includes Unlimited Outbound Calling to US, CA & PR, On-Premise Voice Networking Equipment, and Professional Installation.	1.00	$0.00	$0.00	$0.00	$0.00
DID (Included - Pilot/E911)	1.00		$0.00	$0.00	$0.00
PRI ISDN - 23 Channels Unlimited LD	1.00		$425.00	$0.00	$425.00
DID	50.00		$0.50	$0.00	$25.00
Basic Business Line	3.00	$0.00	$15.00	$0.00	$45.00
			Sub Total:	**$0.00**	**$495.00**

Quote Totals

	Total NRC	Total MRC
	$0.00	**$495.00**

Order

This Order Form ("Order") is entered into by and between Conterra Ultra Broadband, LLC, a South Carolina liability company ("Conterra Networks") on behalf of itself and for the benefit of itself and its Affiliates, and Customer.

This Order is subject to and controlled by the Terms and Conditions set forth at www.Conterra.com, which are incorporated herein by reference (collectively, the Order and the Terms and Conditions shall be referred to as the "Agreement"). Customer's signature constitutes acceptance of the Order and its agreement to the Terms and Conditions.

SERVICE, TERM AND RATES: Conterra agrees to provide and Customer agrees to accept the services (hereinafter, the "Service(s)") beginning on the In-Service Date and continue for the Term and the rates contained above. Conterra and Customer shall use commercially reasonable efforts to provide services on or about the Requested Service Date.

IN WITNESS WHEREOF, the Parties hereto have caused this Order to be executed by their duly authorized officers or representatives.

Notes

1. Customer will provide rack space and power at no cost to Conterra.
2. Pricing is exclusive of taxes and fees.
3. Pricing and availability is contingent upon the credit approval, final site survey and engineering.

CONTERRA		**Town of Horizon City**	
By:	_____	**By**:	_____
Name:	_____	**Name**:	_____
Title:	_____	**Title**:	_____
Date:	_____	**Date**:	_____

GENERAL TERMS AND CONDITIONS

For Services provided by Conterra Ultra Broadband, LLC or its Affiliate(s)

This agreement with Conterra Ultra Broadband, LLC d/b/a Conterra Networks or its Affiliates(s) ("Conterra") includes these General Terms and Conditions; the terms contained on the Service Order Form ("Order), and any written addenda, including those terms incorporated by reference (collectively, the "Agreement"). Customer and Conterra may be referred to as the "Parties and individually as a "Party".

Customer acknowledges that certain Services may be provided by one or more Conterra Affiliates (identified in Exhibit A) authorized by appropriate state regulatory agencies to provide the Services described herein and each Conterra Affiliate shall be responsible for the Services provided in its authorized service area ("Service Area").

1. **Defined Terms.** The terms defined herein shall have the same meaning set forth below, unless the context in which they are used clearly requires a different meaning or different definition is described for a particular section or provision:

   Affiliate. An entity that controls, is controlled by, or is under common control with Customer or Conterra, as applicable, including any such entity that becomes a Customer Affiliate or Conterra Affiliate after the date of the Agreement.

   Effective Date. The date of the last signature to Order, unless otherwise specified.

   In-Service Date. In-Service Date as used herein shall mean the earlier of: (i) actual use of the Services; (ii) the date the Service is installed and is running in test mode in accordance with the requirements of this Agreement, with no trouble tickets established by Customer; or (iii) seven (7) days after delivery of circuits, facilities and/or Service to Customer's premises in the event Customer fails to test such circuit, facilities and/or Service.

   Point of Demarcation. The interface between Conterra and Customer, whether at Customer's point of presence or other Customer-designated terminal equipment. Such point will be identified in the Order and designate the point at which Conterra's responsibilities begin.

   Point of Presence ("POP"). A specific location where Customer originates and/or terminates its Service.

   Service or Services. Conterra provided telecommunications and related services.

   Service Outage. A disruption or degradation of Service and/or Services that fails to meet the performance specifications set forth in the Agreement or applicable service level agreement.

   Service Commitment Period or Term. The committed service term set forth in an Order.

2. **Price, Credits, and Billing.** Charges specified in each Order will accrue beginning on the In-Service Date. When Service is initiated on a day other than the first day of the month or terminates on a day other than the last day of the month, the charge for that month will be determined by pro-rating the monthly payment based upon the number of days Customer received Service.

   Conterra will invoice Customer for monthly recurring charges ("MRCs") each month, in advance, as set forth in the applicable Order. Payment of undisputed amounts shall be made within thirty (30) calendar days from the date of receipt of each invoice and shall be sent to the address specified on the invoice. Customer shall provide Conterra with written notice of any disputed charge(s) within sixty (60) days after the date shown on the invoice or, subject to applicable law, Customer shall be deemed to have waived its rights to dispute. If any undisputed amounts due under this Agreement are not received by the due date, Conterra shall have the right to impose a late payment charge of the lower of 1.5 percent per month or other highest rate legally permissible thereon, said charge to be payable on demand and to be in addition to other remedies available under the Agreement or by law, including the right to modify the payment terms and/or require a security deposit. Non-recurring charges ("NRCs"), if any, shall be invoiced and paid as agreed in the Order.

   Expedite, cancellation and supplement orders are subject to additional fees.

3. **Taxes.** Customer shall be responsible for all local, state and federal taxes, fees, surcharges, however designated, imposed on or based upon the provision, sale, or use of the Services, excluding taxes based on Conterra's net income. Customer shall be responsible for the payment of all surcharges in effect from time to time, as required or permitted by applicable law, regulation, or tariff.

   To the extent a sale is claimed to be subject to a tax exemption and Customer provides Conterra with proper tax exemption certificate, Conterra agrees to exempt Customer from the collection of taxes to the extent warranted by such certificate(s). Failure to timely provide such certificate will result in no exemption being available to Customer for any period prior to the date that the Customer presents a valid certificate. Customer acknowledges and certifies that, for the duration of the Term, the interstate traffic (including Internet and international traffic) will constitute ten percent (10%) or less of the total traffic on the fiber network provided by Conterra.

4. **Equipment, Installation, and Acceptance Testing**. Customer, at its expense, will maintain all of its equipment in a good and workmanlike manner. Conterra will provide, install, operate, repair, maintain, and control the equipment necessary to provide Service to the Customer.

   Unless otherwise set forth in an Order, Conterra will provide Service to the Point of Demarcation, per the Order. Customer shall not adjust, remove, relocate, align, or attempt to repair Conterra's equipment except as expressly authorized in advance in writing by Conterra. Each Party will be liable for any loss or damage to the other Party's equipment arising from the Party's negligence, intentional act, or unauthorized maintenance.

   To the extent construction or similar work on Customer's property is required, Customer shall be responsible for accurately marking utility and any other underground facilities at such property.

   Upon termination of the Agreement or an Order as otherwise provided herein, Conterra reserves the right to remove any of its equipment, returning Customer or its customers' property, where applicable to its original condition, reasonable wear and tear expected.

5. **Planned Service Outages.** Conterra shall notify Customer in writing no less than ten (10) days prior to any scheduled Service Outage.

6. **Termination.** In the event of a Customer breach of any term or provision of the Agreement, and subject to a thirty (30) day right to cure (unless otherwise subject to a different cure period expressly set forth in the Agreement), Conterra shall have the right, in addition to any other remedies it has under the Agreement or by law, at its option, to: (i) Suspend the performance or payment/credit obligations with respect to the affected Service, and/or (ii) Terminate the affected Service(s) without further liability upon providing written notice of such termination to the defaulting Party; and/or (iii) Terminate the Agreement without further liability upon providing written notice of such termination to the defaulting Party.

   Customer acknowledges and agrees that if Customer cancels an Order prior to installation of Services by Conterra and Conterra has incurred any costs in installing the Service or in preparing to install the Service that it otherwise would not have occurred, a charge equal to the costs Conterra has incurred shall apply and Customer agrees to pay Conterra for those charges. This charge will not exceed the sum of the charges for the minimum period of service ordered, including installation charges. Customer also acknowledges and agrees that if Customer causes an installation delay of any of its Services that last longer than thirty (30) days past the Customer's original installation due date and Conterra has incurred charges from its vendors, Customer will pay all applicable monthly recurring charges for all Customer's Services as if all Services were installed on the thirty-first (31st) day past the original installation due date. Additionally, in the event installation delays occur for any reason, Conterra shall not be responsible for charges imposed on Customer by Customer's previous service provider(s) and/or the difference between such charges and the charges that Conterra would have imposed pursuant to this Agreement.

7. **Liquidated Damages and Early Termination Liability.** In the event Customer cancels or terminates any Service under the Agreement prior to the end of the Service Commitment Period for its convenience, or Conterra terminates any Service(s) as a result of uncured breach in accordance with Section 6, Customer shall pay Conterra a termination charge calculated as one hundred percent (100%) of the monthly recurring charges for the remaining unexpired portion of the Service Term, plus any third-party or local access provider termination liability or cancellation charges. The parties agree that estimating precise damages to Conterra pursuant to this Agreement is a complex task and that early termination liability and third-party cancellation charges paid by the Customer to Conterra constitute liquidated damages meant to offset losses incurred by Conterra and are not a penalty. Conterra will work jointly with Customer and the third-party to help limit cancellation and termination charges and mitigate costs incurred by Customer.

8. **Limitation of Liability; Disclaimer of Warranties. CONTERRA'S LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE LESSER OF: (I) AMOUNTS ACTUALLY PAID BY CUSTOMER FOR MRCs DURING THE PERIOD IN WHICH THE DAMAGE OCCURS AND (II), IF SERVICE IS INTERRUPTED, TO A PRO-RATA CREDIT FOR THE PERIOD OF INTERRUPTION, SUBJECT TO SECTION 9. CUSTOMER AGREES THAT THE PRICING OF SERVICES REFLECTS THE INTENT OF THE PARITES TO LIMIT CONTERRA'S LIABILITY AS PROVIDED HEREIN. EXCEPT FOR CUSTOMER'S OBLIGATIONS TO PAY FEES AND CHARGES FOR SERVICES PROVIDED AS REQUIRED HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER, ITS EMPLOYEES, SUBCONTRACTORS, AND/OR AGENTS, OR ANY THIRD-PARTY, FOR ANY INDIRECT, INCIDENTIAL, SPECIAL CONSEQUENTIAL, PUNITIVE DAMAGES, OR LOST PROFITS.**

   THE QUALITY OF SERVICE PROVIDED HEREUNDER SHALL BE CONSISTENT WITH INDUSTRY STANDARDS. CONTERRA MAKES NO OTHER WARRANTIES HEREUNDER, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE INCLUDING, AND CONTERRA SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

9. **Service Credits, Support, and Maintenance.** If Customer experiences a Service Outage, Customer shall be entitled to request credits against future monthly charges, as set forth in the table below:

Service Outage Length	Credit
Less than 5 hours 59 minutes	None
6 hours – 8 hours 59 minutes	2/5 day
9 hours – 11 hours 59 minutes	3/5 day
12 hours – 14 hours 59 minutes	4/5 day
15 hours – 24 hours	One day
Note: No more than one full day's credit will be allowed for any period of 24 hours	

   None of the above credit allowances apply to outages: (i) caused by a failure in the Customer provided connection facilities; (ii) caused by Customer; (iii) due to failure of power or equipment provided by Customer or others; (iv) during any period in which Conterra is not given access to the Service premises; (v) of off-net Services; or (vi) due to scheduled maintenance and repair. Customer shall be responsible for all maintenance and repair of the Customer provided connection facilities. If an outage occurs in off-net Services, and Conterra receives a credit or other payment from a third-party for such outage of off-net Services, such credit or other payment will be passed through to Customer by Conterra. Notwithstanding any other provision herein, the above credits shall be the sole and exclusive remedy of Customer for outages.

   Conterra Support. Conterra shall, at its option and convenience, repair or replace any Conterra infrastructure not functioning in accordance with Conterra's contracted specifications for the Services. Customer support will be available on a commercially reasonable basis via telephone, electronic mail, or through Conterra's internet site at www.conterra.com ("Internet Site"). Telephone numbers for such Customer support are posted on the Internet Site and included on the Order.

   If Customer's use of the Service(s) requires that Conterra visit the Customer's premises for assistance, repair, deployment, or connection, Conterra shall be entitled to charge Customer Conterra's then prevailing rates for labor and related costs for each such visit, and Customer agrees to pay Conterra such charges as are reasonable and documented. Conterra does not undertake to correct or repair and shall have no responsibility for the correction or repair of, software, hardware, or equipment that Conterra does not supply. Conterra will undertake commercially reasonable network management, traffic analysis, operational procedures and user policies to support the applicable service level standards. Notwithstanding the above, Conterra shall not be responsible for maintenance and repair of facilities or equipment which it does not furnish and Conterra may assess Customer its standard charge (up to $150.00) for false call outs.

10. **Notices; Publicity and Disclosure.** Except as otherwise expressly set forth, notices concerning the Agreement shall be in writing and shall be given or made by means of certified or registered mail, express mail or other overnight delivery service, proper postage or other charges paid and addressed or directed to the respective Parties. A notice that is sent by facsimile shall also be sent by one of the other means set forth. Notices to Conterra shall be made to Conterra Ultra Broadband, LLC, 5301 77 Center Drive, Charlotte, North Carolina 28217, Attention: Legal Department. Notices to

Customer shall be sent to the address set forth in the applicable Order. Notices for change in ownership, change in name of firm, or change in the mailing address must be given by either Party by mailing to the other Party within thirty (30) days of such change.

The Parties agree not to provide copies of the Agreement, or otherwise disclose the terms of the Agreement, to any third-party without the prior written consent of the other Party; provided, however, that either Party may, without obtaining the other Party's consent, provide copies or make disclosures to prospective purchasers of the business of the Party or of any Affiliate or to prospective lenders for purposes of obtaining financing, so long as such third-parties are bound by obligations of confidentiality; and to any regulatory or judicial body requesting such information or in connection with any professional service utilized by either Party.

11. **Compliance with Laws; Acceptable Use.** Parties shall comply with all applicable federal, state, and local laws, government regulations and orders, including, without limitation, laws, government regulations and orders with respect to employment. Customer agrees that all use of the Services shall be in accordance with the Conterra Acceptable Use Policy, set forth at www.conterra.com.

12. **Force Majeure.** Except for Customer's payment obligations, neither Party shall be responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is cause by reason of acts of God, wars, revolution, civil commotion, acts of public enemy, embargo, acts of government in its sovereign capacity, labor difficulties, including without limitation, permitting, strikes, slowdowns, picketing or boycotts, or any other circumstances beyond the reasonable control and not involving any fault or negligence of the Delayed Party, as defined below, ("Condition").

    Except for Customer's payment obligations and if any such Condition occurs, the Party delayed or unable to perform ("Delayed Party"), upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis during the continuance of such Condition (and the other Party shall likewise be excused from the performance of its obligations on a day-to-day basis during the same period), provided however, that the Party so affected shall use best reasonable efforts to avoid or remove such Condition, and both Parties shall proceed immediately with the performance of their obligations under the Agreement whenever such causes are removed or cease.

13. **Building Access.** Customer warrants that it has the authority to, and shall, allow Conterra, its agents, contractors, and Affiliates to install and maintain all equipment necessary to provide Services to the Customer at the Customer's premises, including, but not limited to access to the roof. Customer shall be responsible for arranging access to any of the rights of way, conduit, and equipment space necessary to provide the Service on the Customer's premises so that Conterra may install, repair, maintain, inspect, replace, or remove any and all facilities associated equipment provided by Conterra.

14. **Choice of Law; Jurisdiction.** The construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the state of North Carolina without regard to any conflicts of laws principles that would require the application of the laws of any other jurisdiction and subject to the exclusive jurisdiction of its federal or state courts in North Carolina. Any suit brought by either Party against the other Party for claims arising out of the Agreement shall be brought in the court of the State of North Carolina, Mecklenburg County or the federal court that includes such county within its jurisdiction. The application of the UN Convention on Contracts for the International Sale of Goods is specifically excluded from the Agreement.

15. **Assignment.** Either Party may assign this Agreement to an Affiliate or acquirer of substantially all of its assets without any advance consent from the other Party, but each Party shall provide the other with notice and complete all paperwork necessary to effectuate any change in ownership or other account changes. Otherwise, Customer may not assign its rights and obligations under this Agreement without Conterra's advance written request. Any attempted assignment in violation of this provision is null and void. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representative, successors, and permitted assigns.

16. **Regulatory Change and Tariffs.** In the event that a regulatory change materially alters the technical feasibility or economics of providing a Service, Conterra may amend any contract term or pricing in response. Conterra will notify Customer is writing when exercising this right, after which Customer will have thirty (30) days from the date of the notice to terminate the adversely impacted Services without incurring any termination liability by notifying Conterra in writing. If Customer does not respond in writing to Conterra within thirty (30) days, Customer waives its right to terminate without

liability. Customer's remedy pursuant to this section shall not apply for rates otherwise agreed upon by the Parties as subject to change.

Depending upon the Customer's choice of products or Services, Customer may receive from Conterra and its Affiliates regulated local, interstate, intrastate, and local toll telecommunications services provided pursuant to Conterra's tariff's and price lists and the terms and conditions contained herein (collectively, the "Tariff"). If the Customer's choice of products and Services include detariffed Services, this Agreement is subject to incorporates by reference Conterra's rates, rules, and regulations applicable to the Services as provided to Customer or posted on Conterra's website or, if such rates, rules, and regulations sections of the local Tariffs of the state in which the Services are provided. If Customer's choice of products includes unregulated Services, this Agreement is subject to any incorporates by reference the general rules and regulations of the local Tariffs of the state in which the Services are provided. To the extent this Agreement differs from any terms and conditions in Conterra's tariffs, the Tariffs control. Conterra may modify its Tariffs from time to time in accordance with law. These modifications may affect Service(s) furnished to Customer.

17. **Miscellaneous. Relationship of Parties.** Persons furnished by Conterra shall be solely the employees or agents of Conterra and shall be under the sole and exclusive direction and control of such Party. They shall not be considered employees of Customer for any purpose. Nothing contained in the Agreement is intended to give rise to a partnership or joint venture between the Parties or to impose upon the Parties any of the duties or responsibilities of partners or joint ventures.

18. **Non-waiver.** Either Party's failure to enforce any of the provisions of the Agreement or any Order, or to exercise any option , shall not be construed as a waiver of such provisions, rights, or options, or affect the validity of the Agreement or any Order.

19. **Severability.** If any of the provisions of the Agreement shall be invalid or unenforceable, then such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement. The entire Agreement shall be construed as if not containing the invalid or unenforceable provision(s), and the rights and obligations of Conterra and Customer shall be construed and enforced accordingly.

20. **Section Headings.** The heading of the several sections are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of the Agreement.

21. **Survival of Obligations.** The respective obligations of the Parties under the Agreement by their nature would continue beyond the termination, cancellation, or expiration, shall survive any termination, cancellation, or expiration, including, but not limited to, obligations to indemnify, insure, and maintain confidentiality.

22. **Renewal Term.** Upon expiration of the initial Term, the Agreement shall thereafter automatically renew for successive one (1) year periods at Conterra's then current monthly recurring rate, unless one Party gives the other Party written notice of termination at least ninety (90) days in advance.

23. **Cumulative Remedies.** The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity.

24. **No Third-Party Beneficiaries.** No person that is not a Party to this Agreement shall have or acquire any rights by reason of this Agreement, nor shall any party to this Agreement have any obligations or liabilities to such other third-party by reason of this Agreement.

25. **Further Assurances.** Upon a Party's reasonable request, the other Party shall, at such other Party's sole cost and expense, execute and deliver all documents and instruments, and take all such further actions, necessary to give full effect to the Agreement.

26. **Counterparts.** This Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the Parties.

27. **Entire Agreement**. This Agreement together with its exhibits and any applicable tariffs constitutes the entire agreement between the Parties and cancels or supersedes all contemporaneous or prior agreements, written or oral, with respect to the subject matter of this Agreement. No modifications shall be made to the Agreement, unless in writing and signed by authorized representatives of the Parties.

Exhibit A

Conterra Affiliates

Conterra Affiliates	Service Area
Conterra Ultra Broadband, LLC	Alabama
Conterra Ultra Broadband, LLC	Arizona
Conterra Ultra Broadband, LLC	Arkansas
Network USA, LLC	Arkansas
Conterra Wireless Broadband, LLC	California
Conterra Ultra Broadband, LLC	Colorado
Conterra Ultra Broadband, LLC	Georgia
Conterra Ultra Broadband, LLC	Illinois
Conterra Ultra Broadband, LLC	Kansas
Detel Wireless, LLC	Louisiana
Network USA, LLC	Louisiana
Tim Ron Enterprises, LLC d/b/a Network Communications	Louisiana
Conterra Ultra Broadband, LLC	Louisiana
Conterra Ultra Broadband, LLC	Mississippi
Detel Wireless, LLC	Mississippi
Network USA, LLC	Mississippi
Conterra Ultra Broadband, LLC	Missouri
Conterra Ultra Broadband, LLC	Montana
Conterra Ultra Broadband, LLC	Nevada
Conterra Ultra Broadband, LLC	New Mexico
Conterra Ultra Broadband, LLC	North Carolina
Conterra Ultra Broadband, LLC	Oklahoma
Conterra Ultra Broadband, LLC	South Carolina
Conterra Ultra Broadband, LLC	Tennessee
Conterra Ultra Broadband, LLC	Texas
Network USA, LLC	Texas
Tim Ron Enterprises, LLC d/b/a Network Communications	Texas
Conterra Ultra Broadband, LLC	Virginia
Conterra Ultra Broadband, LLC	Washington State

ATTACHMENT A
ADDITIONAL TERMS-VOIP

Usage:
Voice services such as Business Voice Lines, SIP Trunk Call Paths, SIP-PRI Call Paths, Hosted Voice Seats, and Hosted Voice Extensions may be offered with unlimited or metered usage packages and are subject to Conterra's Acceptable Use policy. Domestic Long Distance (Domestic LD) includes calls in the continental US states, Alaska, Hawaii, and Canada.

Long distance calls and incoming calls to toll-free numbers are billed at 4.9 cents per minute in six second increments after initial package minute plan when applicable.

Inbound Toll-Free Usage Plans – Inbound calls a toll-free number provided by Conterra to Customer will be charged at a per minute rate. Conterra may offer usage packages of in-bound toll-free minutes at a fixed monthly rate. Each plan will include a corresponding number of minutes that can be used during the month. Customer will be charged a per minute rate any usage in excess of the plan.

Virtual Fax Usage - Virtual Fax Packages include a fixed number of pages for inbound and outbound facsimile transmission. Customer will be charged a per page rate for each additional facsimile page transmission in excess of the plan.

Operator and Directory Assistance - Conterra will charge Customer $1.20 for each call made to Conterra directory assistance and each call made to Conterra operators asking for assistance. Conterra will charge Customer $6.00 for each call made to international directory assistance. The Service does not support 0+ or operator assisted calling (including, without limitation, collect calls, third party billing calls, calling cards or 900 calls). The Service may not support 311, 511 and/or other x11 (other than certain specified dialing such as 911 and 411, which are provided for elsewhere in this Agreement) in one or more (or all) service areas.

International Calling - At Customer's request, Conterra will permit Customer access to international calling capabilities by removing the "blocking" that Conterra typically applies to that Service. If such a request is made by Customer, Customer shall be liable for all charges associated with all international calling charges dialed from the customer premises, calling card(s) and/or access numbers, regardless of whether such use (1) is authorized by Customer management; (2) is initiated by Customer employees or third parties; or (3) constitutes or involves fraudulent activity of any nature. Customer agrees that Conterra assumes no liability of any kind with respect to its providing access to international calling or the sue of international calling services via connections from Customer premises and locations where Customer uses Conterra's Service.

Intended Use - The Service is for business purposes and may not be compatible with security systems and elevators. Customer is responsible for contacting their alarm monitoring company and/or elevator company to test the compatibility of any elevator phone, alarm monitoring or security system with the Service. Customer shall indemnify, defend and hold Conterra harmless against any and all claims made by any third party related to the use of international calling services or 900 services. Customer acknowledges that, pursuant to government regulation, failure to make proper payment to third parties could result in suspension or interruption of long distance and/or local Services provided by Conterra. Conterra assumes no liability of any kind with respect to such potential Service suspensions or interruptions.

Acceptable Use – Additional terms regarding what Conterra regards as Normal, Reasonable, Impermissible, or Excessive Use are included in the Conterra Acceptable Use Policy, set forth at www.conterra.com, and is incorporated herein by reference.

Theft and Fraudulent Usage – Customer shall not use the Service in a manner calculated to avoid Conterra policies and procedures. Customer shall not obtain or use the Service in an improper manner. Customer must contact Conterra Customer Service immediately at noc@conterra.com or 800-634-1374. if the Equipment is stolen or if Customer becomes aware at any time that Service is being stolen, fraudulently used or otherwise being used in an unauthorized manner. When calling, Customer must provide the account number and a detailed description of the circumstances of the Equipment theft, fraudulent use or unauthorized use of Service. Failure to do so in a timely manner may result in the disconnection of Service and additional charges. Until such time as Conterra receives notice of the theft, fraudulent use or unauthorized use, Customer will be liable for all use of the Service using Equipment stolen from Customer and any and all stolen, fraudulent or unauthorized use of the Service. Conterra reserves all of its rights at law and equity to proceed against anyone who uses the Service illegally or improperly.

Equipment:
In addition to Conterra-owned VOIP Equipment which Conterra may place at Customer's premises in order to provide service, Customer may be required to purchase telecom Equipment to utilize Conterra's Service. Customer will be deemed to have accepted the items five (5) days after each is delivered and installed, unless Customer notifies Conterra in writing to the contrary. Returns for credit after five (5) days automatically receive a 20% restocking fee, along with an additional 10% fee for each additional 30-day period. If Customer receives Equipment that is visibly damaged, Customer must contact Conterra Customer Service immediately at noc@conterra.com or 800-634-1374. Conterra may, upon request, facilitate the provision of Equipment from a third-party supplier or resell certain Equipment. Procuring and maintaining that Equipment is Customer's sole responsibility. While Conterra may suggest and resell some Equipment brands and facilitate Customer's purchase of some Equipment as an accommodation, the original Equipment manufacturer and not Conterra shall be responsible for any Equipment defects. Conterra will pass all original Equipment manufacturer warranties for the Equipment to Customer and will not have any liability to Customer regarding such Equipment. Please check the Equipment provider's website for warranty, return rules and other terms and conditions applicable to such third party Equipment supplier. ALL EQUIPMENT SALES ARE FINAL. Equipment may be returned to the manufacturer in the event of a defect that arises within the applicable warranty period, provided Customer complies with the terms of this Section and the manufacturer's Return Materials Authorization ("RMA") policy. Prior to returning the Equipment, Customer must contact Conterra so Conterra can determine whether a defect exists and to receive an RMA number, which is required along with the return. Customer must ship the Equipment to the manufacturer at the address provided by Conterra in accordance with all RMA procedures. Customer will have 10 days after the receipt of an RMA to ship the Equipment back to the manufacturer at the address Conterra provides. Customer must pay all shipping fees for returns. Once the manufacturer has received the Equipment, the original Equipment manufacturer will deal with the Equipment under its applicable warranty policy.

Customers may return Equipment to Conterra for a refund, in part or in full based upon the refund received by Conterra from the manufacturer, subject to

the following: Service is disconnected within the first thirty (30) days following the activation of the Service; Customer returns the Equipment to Conterra within fourteen (14) days of the date Customer disconnected Service; Conterra receives the Equipment in its original condition; Customer returns original proof of purchase (if applicable) with the Equipment, together with the original packaging, all parts, accessories and documentation; and Customer pays all costs of returning the Equipment back to Conterra.

Customer bears all risk of loss of, theft of, casualty to or damage to the Equipment, from the time it is shipped to Customer or delivered and installed by Conterra until the time (if any) when it is returned to Conterra in accordance with this Agreement. Customer acknowledges that the export, import, and use of certain hardware, software, and technological data provided is regulated by the United States and other governments and agrees to comply with all applicable laws and regulations, including the U.S. Export Administration Act, the regulations promulgated thereunder by the U.S. Department of Commerce, and any other applicable laws or regulations such as those that prohibit certain services from being used in or accessed by a national of Cuba, Iran, North Korea, Sudan, Syria or any other sanctioned or embargoed country.

CUSTOMER ACKNOWLEDGES THAT CONTERRA IS NOT THE MANUFACTURER OF ANY HARDWARE OR EQUIPMENT AND THAT ALL HARDWARE AND EQUIPMENTS ARE BEING PROVIDED BY CONTERRA "AS IS" AND WITHOUT WARRANTY OR GUARANTY OF ANY KIND. YOU AGREE TO LOOK EXCLUSIVELY TO THE ORIGINAL EQUIPMENT MANUFACTURER OF SUCH HARDWARE AND EQUIPMENT WITH RESPECT TO ANY WARRANTY OR OTHER CLAIMS RESPECTING SUCH HARDWARE AND EQUIPMENT.

For some elements of Service, Conterra requires that Customer use only equipment provided by Conterra. If Customer intends to use any equipment not provided by Conterra, such equipment must be approved by Conterra in advance. Conterra reserves the right to refuse or terminate Service if Customer uses equipment that has not been approved by Conterra. Equipment provided to Customer has been specifically configured to work with Customer's Service. Any alteration by Customer of the Equipment or a factory reset of the Equipment, unless directed by Conterra, may render the Equipment unusable with Conterra Service. Customer will be responsible for the replacement or reconfiguration cost of any such altered Equipment.

Billing:
Billing will commence upon the activation of service, including the activation of any temporarily assigned numbers, or within six (6) months of execution of the Agreement whichever is first. Should Customer postpone the date of activation more than one time, Customer will be charged two-hundred fifty dollars ($250) per location for each and every postponement after the first postponement. For purpose of clarity, the preceding sentence does not obligate Conterra to grant a postponement of the activation date.

Conterra will bill all charges, applicable taxes and surcharges monthly in advance (except for usage-based charges, which will be billed monthly in arrears, and any other charges which Conterra determines to bill in arrears), including but not limited to: Activation Fees; Monthly Service Fees; Equipment Charges; Usage Charges; International Usage Charges; Advanced Features, Add-Ons, Premium Services Charges; regulatory recovery fees; Universal Service Fund; 911 Fees; federal, state and/or local taxes; disconnection fees; and shipping and handling charges. The amount of such fees and charges shall be published and may change from time to time. Conterra may introduce new products and services at special introductory pricing. Introductory pricing may change at Conterra's discretion. International Long-Distance rates are applied per minute at six (6) second intervals with a thirty (30) second minimum. All other Usage Charges will be billed in increments that are rounded up to the nearest minute unless otherwise set forth in the **rate schedules**.

The above capitalized fees are defined as follows:
Activation Fee - This fee covers charges for setting up Customer's account and activating Customer.

Monthly Service Fee - This is the basic charge associated with Customer's Service. This fee includes the calling charges defined by the selected plan; the features associated with the plan and basic account Service.

Equipment Charges – These are the charges associated with the Customer's purchase of equipment for use in connection with the Service.

Usage Charges - If Customer exceeds the number of calling minutes per the selected plan, incurs charges related with directory assistance or operator-assisted calling, or is deemed to have excessive use, Conterra will bill Customer for the applicable minutes, fax pages, or per-call charges.

International Usage Charges - These are the fees associated with calls to locations outside of the US, and Canada.

Advanced Features, Add-Ons, Premium Services Charges – Conterra charges additional fees for enhanced features and services such as Virtual Phone Numbers.

Universal Service Fund - The Universal Service Fund (USF) provides support to promote access to telecommunications services at reasonable rates for those living in rural and high-cost areas, income-eligible consumers, rural health care facilities, and schools and libraries All telephone companies that provide service between states and internationally, including wireless companies, must contribute a percentage of their revenues derived from these services to the USF.

Taxes – Conterra is required to bill and collect local, state and federal taxes imposed on Conterra's customers by the various taxing authorities. Conterra passes all taxes it collects on to the appropriate taxing authority.

911 Fees - State and/or local governments may assess fees on Conterra to pay for emergency services in Customer's community. Conterra bills and collects 911 fees from its customers and remits such fees to the appropriate authority. Depending on Customer's location, these fees can vary widely. Conterra is committed to supporting public safety services and resources in the states where Conterra operates.

Other:
For Customer's convenience, Conterra provides access to its Service online. This may require Customer to enter into agreements or receive notices electronically. As a result, Customer acknowledges and agrees that by clicking "I Agree" or "I Accept", Customer agrees to conduct electronically

without limitation the particular transaction into which Customer entered including this Agreement;

i. Customer has read and understand the electronic copy of electronic contracts, notices and records, without limitation including this Agreement, and any policies and any amendments;

ii. Customer agrees to, and intends to be bound by, the terms of the particular transaction into which Customer thereby enters;

iii. Customer is capable of printing or storing a copy of electronic records of transactions into which Customer enters including, without limitation, this Agreement and any amendments hereto; and,

iv. Customer agrees to receive electronically information about the Service and other electronic records into which Customer thereby enters including, without limitation, this Agreement.

CUSTOMER

_____
(Signature)

_____
(Printed Name)

_____
(Title)

_____
(Date)

With Conterra Interconnected VoIP Services

As a subscriber to Conterra Interconnected VoIP Services ("Conterra VoIP Services") you are hereby informed of the limitation of emergency response E911 service with Conterra Interconnected VoIP Services.

Action Required Now. Federal Communications Commission ("FCC") rules require that we obtain and keep a record on file showing that you have the received and understood this E911 Service Disclosure. **Please IMMEDIATELY review the following information and sign the Acknowledgement. Your Conterra VoIP Services will not be activated until we receive your signed acknowledgement.**

E911 Services

911 service – 911 service means functionality that allows you to contact emergency services, including, without limitation, police, fire and hospital medical services. There are two different types of 911 services available from providers of traditional wireline telephony services: basic and enhanced 911.

"Basic 911 Service" means the ability to route an emergency call to the designated entity authorized to receive such calls serving the Subscriber's registered or user-provided address. With basic 911, the emergency operator answering the phone will not have access to the caller's telephone number or address information unless the caller provides such information verbally during the emergency call.

"Enhanced 911 or E911" means the ability to route an emergency call to the designated entity authorized to receive such calls, which in many cases is a Public Safety Answering Point ("PSAP), serving the Subscriber's registered or user-provided address and to deliver the Subscriber's telephone number and registered address information automatically to the emergency operator answering the call.

911 Services and Conterra Interconnected VoIP Services Customers

Conterra VoIP Services service supports E911 Services, where the PSAP is E911-capable, and utilizing the wireline E911 network to complete calls to an emergency service dispatcher. However, there are important differences in the way 911 service operates with a VoIP phone when compared with traditional telephone service. Please note the following:

- **Understand differences between traditional 911 service and Conterra VoIP Services.** With traditional phone services, a 911 call is sent directly to the nearest emergency response center. With Conterra VoIP Services the 911 call may be forwarded to a national 911 emergency center that automatically or manually routes the call to the local emergency response center which may result in delayed response time.
- **Verify your location since Conterra VoIP Services phones can be moved between locations**. For technical reasons, the emergency operator may not have correct name, location or contact information available, so immediately inform the emergency operator of the present location and contact particulars any time you call 911. Do not risk sending police or ambulance services to the wrong location.
- **Be prepared during any service interruption or power outage.** Conterra VoIP Services service depends not only on continued subscription (and payment) for the service, but also on Internet connectivity and power to function.
- **Do not disconnect.** Until told by an emergency dispatcher, do not disconnect a 911 call. If inadvertently disconnected, call back immediately.
- **Keep the service address up to date.** We will attempt to provide the emergency operator with your service address, so please ensure that the latest information is on file and always accurate. **Before members of your organization use Conterra VoIP Services service from a new location, they should update their location information by contacting Conterra at 1-337-886-1600.** There may be a delay in making the new registered location available to properly route 911 calls and to advise emergency personnel of your newly registered location.
- **Limited Availability with Desktop Applications.** 911 service is only provided with Conterra VoIP Services. 911 service is not available on other software applications and services (including without limitation some softphones). If you subscribe to one of the other software applications or services (or your softphone does not provide E911), you must make alternative arrangements to place 911 calls, such as using a traditional wireline or cellular telephone.
- **Inform other users.** You must notify members your organization and other potential users of the Conterra VoIP Services of the nature and limitations of 911 emergency calls. You should ensure that all Conterra VoIP Services users receive labels warning that "E911 Service May be Limited or Not Available." The labels are available to you for download at www.conterra.254 and should be affixed to each phone or placed near each phone.

Important Differences Between 911 Services Available with Conterra Interconnected VoIP Services versus Traditional Wireline Phone Service

Please remember that Conterra VoIP Services DO **not** function if:

1. The user has registered an incorrect address or uses the service from a new location and fails to register the new location with Conterra. Please contact Conterra at 1-337-886-1600 to update service address information. After registering a new location, there may be a delay in making the new registered location available to properly route 911 calls and to advise emergency personnel of your newly registered location.
2. There is a power outage at the location from which the Conterra VoIP Services service is being used.
3. There is no Internet service at the location, or the Internet connection is degraded or otherwise disrupted.
4. The Internet Service Provider (ISP), access provider (broadband, dialup, etc.) has cancelled or suspended an account where the Conterra VoIP Services service is being used.
5. The ISP is blocking ports or addresses that prevent the call from reaching Conterra's servers.
6. In the event of any other network outage not specified herein.
7. The Conterra VoIP Services account has been cancelled.

In addition:

- Calls may be delayed or dropped due to network architecture. In particular, due to network congestion or problems, calls to 911 services may be dropped, in which case connecting to emergency services, may take longer to connect than 911 calls made using traditional telephone service.

By signing this form, the Customer is affirmatively acknowledging that (1) the notice has been read, and (2) all users understand how to contact emergency services by dialing 9-1-1 and the limitations of the service compared to 911 using traditional telephone service.

ACKNOWLEDGEMENT

This is to certify that I have read the above information and understand the limitations of Conterra VoIP Services 911 service and have informed other users of the limitations of the service.

_____

Signature of Authorized Representative

_____

Print Name

_____

Title

_____

Date

Fiber Driven. People Powered.

Dear Valued Customer,

Thank you for choosing Conterra Networks, as your network carrier. As you are aware, you may continue to use your existing telephone number with Conterra Networks. In order to transition your current telephone number, Conterra Networks must work with your previous service provider(s) to ensure that your service is uninterrupted, and where applicable, to ensure that your number is transferred.

Your current provider requires this letter as proof that you have explicitly authorized and requested that your service and current telephone number be transferred to another provider. By filling in all the information requested below and signing and dating this letter, you provide us with the authorization to initiate the process of transferring your service and telephone number to Conterra Networks. You will then be able to use your old number with Conterra Networks as your new network carrier.

Please ensure the following information is completed accurately to prevent possible delays.

Thank you.

Letter of Authorization

For Voice Services provided by Conterra Ultra Broadband, LLC or its Affiliate(s)

By completing the fields below and signing, I authorize Conterra Ultra Broadband, LLC ("Conterrra") or its designated agent to act on my behalf and port the telephone numbers listed on this form to Conterra or its agent. I also certify that I understand all fees associated with Conterra services and/or this transfer and I understand that I may consult with Conterra at 704.936.1728 for such information.

Service Address: (no P.O. Boxes)

_____

_____

_____

City State Zip

Billing Address: (if different from Service Address)

_____

_____

_____

City State Zip

Telephone Numbers (TN)
Note all telephone numbers listed must be associated with the name above.

If there are additional numbers at this address to transfer to Conterra, please provide additional sheets

Additional Sheets Attached

Beginning Range TN	End Range TN	Billing (main acct) TN

Selected Service Type(s):

Local Service
InterLATA Long Distance Service
IntraLATA Toll (Local Toll) Service
International Long-Distance Service

Transfer my Local Number(s):
(If you wish to transfer your telephone number(s) to Conterra, you must select **ALL SERVICES LISTED ABOVE**) Attached detail monthly bill: Current phone bill attached

Current Service Provider(s): Local: _____

IntraLATA Toll (Local Toll): _____

InterLATA Long Distance: _____

International Long Distance: _____

PLEASE DO NOT PLACE ANY NEW SERVICE ORDERS WITH YOUR CURRENT SERVICE PROVIDER ON THIS ACCOUNT, AS THIS WILL CAUSE DELAY IN TRANSFERRING YOUR SERVICE AND/OR PORTING YOUR NUMBER.

Authorization to Switch Local, IntraLATA Toll, InterLATA Long Distance, and/or International Long Distance and Port Telephone Number(s): By signing below I designate Conterra to act as my agent for the preferred carrier changes for the service types selected above. By checking "Yes" to "Transfer my Local Number(s)" above and signing below, I also authorize Conterra or its agent to act as my agent to transfer each of the telephone number(s) listed above, or on any attached sheet, to Conterra. By signing below, I also authorize Conterra or its designated agent to obtain billing information, customer service records and other network information required to provide me with Conterra services. I understand that only one service provider may be designated as my interstate or interLATA long distance carrier for any one telephone number. I also understand that I may consult with Conterra as to whether a fee will apply to the changes resulting from the completion of this form. By signing below, I verify that I am authorized, as the subscriber, to make changes to the lines/numbers listed above, or on any attached sheet.

WHEN YOU CHECK THE I AGREE BUTTON BELOW, YOU ARE ELECTRONICALLY SIGNING THIS LETTER OF AGENCY AND REPRESENTING THAT YOU HAVE READ AND UNDERSTAND THIS LETTER OF AGENCY; THAT YOU ARE AT LEAST 18 YEARS OLD AND AUTHORIZED TO CHANGE THE PHONE SERVICE PROVIDER FOR THE SELECTED SERVICE(S) AND TELEPHONE NUMBER(S); YOU UNDERSTAND THAT YOUR CURRENT LOCAL SERVICE PROVIDER MAY CHARGE A FEE FOR EACH PROVIDER CHANGE; AND THAT YOU HAVE RECEIVED AND UNDERSTAND THE E-SIGN DISCLOSURE.

Signature: _____

Today's Date:

I AGREE TO CHANGE MY TELEPHONE SERVICE TO CONTERRA AS PROVIDED IN THIS LETTER OF AGENCY

DISCLOSURE AND CONSENT TO USE ELECTRONIC RECORDS AND SIGNATURES
UNDER THE ELECTRONIC SIGNATURES
IN GLOBAL AND NATIONAL COMMERCE ACT

Please read this information carefully and print a copy and/or retain this information electronically for future reference.

Introduction Thank you for completing the Application for New Service ("Application") and Letter of Agency ("LOA"). In order to submit these documents electronically over the Internet, the law requires that we provide you with the following notifications. By completing the Application and the LOA and submitting a request to Conterra for telecommunications service, you acknowledge receipt of this disclosure, consent to the electronic delivery of these documents, and the use of your electronic signature on each document.

Right to Paper Copies You have the option to have your Application and LOA in paper form. Click here if you would like to complete a paper LOA rather than an electronic LOA. If you consent to use of your electronic Application and LOA instead by clicking I AGREE below, you may still obtain a paper copy of the electronic LOA by telephoning your request in to 1-877-365-6701. No fee will be charged for the paper copy.

Hardware and Software Requirements Before you consent to do business electronically with Conterra, you should consider whether you have the required hardware and software in order to access and retain electronic documents from our website. To electronically access and retain documents, such as this Disclosure, you will need to the use the following computer software and hardware: Industry standard web browser with compatible hardware or above.

Withdrawing Consent In the event that you consent to the use of your electronic Application and LOA, you may subsequently withdraw consent to have the record provided in electronic form or made available in electronic form by sending [electronic or paper] notice of your withdrawal of consent via E-mail to voip@conterra.com. If you notify us of your withdrawal of consent to have the record provided in electronic form, we will provide you with a paper copy of the electronic Application and LOA record. If you notify us of your withdrawal of consent to have the record made available in electronic form, we also will maintain a paper copy of the record and will ensure that the record is no longer made available in an electronic form that can be accessed via the Internet.

Scope of Withdrawal of Consent If you withdraw your consent to utilize electronic media to provide or make available a record of your electronic Application and LOA online, this does not invalidate your consent to the Application and LOA. If you later wish to change carrier(s) after submitting an electronic Application and LOA for this transaction, you will be required to complete a new Application and LOA and pay any resulting carrier change fees imposed by the local exchange carrier.

Contact Information If you consent to use of the electronic Application and LOA, you should keep us informed of any change in your contact information, such as your E-mail and physical address. Please send notice of changes to your contact information to: voip@conterra.com. When submitting this information, please reference your name, account number, and telephone number[s] for which service is provided.

Your Ability to Access The Application and LOA By completing and submitting your Application and LOA, you acknowledge that you can access these documents electronically in the formats designated above.

CONSENT BY COMPLETING YOUR APPLICATION AND LOA, YOU CONSENT TO THE USE OF ELECTRONIC RECORDS AND SIGNATURES IN ORDER TO SWITCH YOUR TELEPHONE SERVICE FROM YOUR CURRENT CARRIER TO CONTERRA.

I AGREE
PLEASE PRINT AND RETAIN A COPY OF THIS AGREEMENT FOR YOUR RECORDS.

ADDENDUM TO AGREEMENT

This addendum ("Addendum"), effective as of this ___ day of _____, 20__, contains modifications and/or additions to the Agreement (Quote # 22277-Q-12719), dated _____, in addition to any and all related addendums or amendments (collectively, the "Agreement"), between **Conterra Ultra Broadband, LLC d/b/a Conterra Networks**, a South Carolina limited liability company ("Conterra") and **Town of Horizon City** ("Customer"). Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.

In consideration of the mutual covenants contained in this Addendum and herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree that the following provisions shall apply:

1. **Notices; Publicity and Disclosure,** The following sentence shall be added to the end of Section 10 (Notices, Publicity and Disclosure):

   Notwithstanding the foregoing, Conterra acknowledges that the Customer is a governmental body as defined by Texas Government Code, Section 552.003 is subject to the Texas Public Information Act. Conterra acknowledges that the Customer as a governmental body will comply with the Public Information Act, and with all opinions of the Texas Attorney General's Office concerning this Act.

2. **Miscellaneous.** The following language shall be incorporated into the Agreement:

   Texas Tort Claims Act. Conterra agrees that this Service is provided for the exclusive purpose of performing government functions as defined in the Texas Tort Claims Act.

   Energy Company Boycotts. Conterra represents and warrants that: (1) it does not, and will not for the duration of the Agreement, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Agreement. If circumstances relevant to this provision change during the course of the Agreement, Conterra shall promptly notify the Customer.

   Firearm Entities and Trade Associations Discrimination. Conterra verifies that: (1) it does not, and will not for the duration of the Agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Agreement. If circumstances relevant to this provision change during the course of the Agreement, Conterra shall promptly notify the Customer.

   Foreign Terrorist Organizations. Conterra represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

   Entities that Boycott Israel. Conterra represents and warrants that (1) it does not, and shall not for the duration of the Agreement, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Agreement. If circumstances relevant to this provision change during the course of the Agreement, Conterra shall promptly notify the Customer.

3. Other than the addition set forth above, the terms and conditions of the Agreement shall remain unchanged and in full force and effect. In the event of any conflict between the terms and conditions of this Addendum and the terms and conditions of the Agreement, this Addendum shall prevail.

IN WITNESS WHEREOF, this Addendum is hereby duly executed by an authorized representative of each party hereto as of the date first above written.

TOWN OF HORIZON CITY	**CONTERRA ULTRA BROADBAND, LLC**
AUTHORIZED REP. (PRINTED NAME):	AUTHORIZED REP. (PRINTED NAME):
SIGNATURE:	SIGNATURE:
TITLE:	TITLE:
DATE:	DATE:

RESOLUTION

Town of Horizon City Approval of Economic Development Corporation FY 2022 Budget Amendment 01

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

WHEREAS, the City Council of the Town of Horizon City approved the FY 2022 EDC Budget on Aug. 10, 2021; and

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

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

WHEREAS, the EDC Board of Directors found the additional expenses to be necessary and proper and approved Budget 2022 Amendment 01 at a duly called meeting of the EDC Board of Directors on February 15, 2022; and

WHEREAS, it is necessary for the City Council of the Town of Horizon City to approve EDC FY Budget 2022 Amendment 01; and

WHEREAS, the City Council finds the additional expenses to be necessary and proper.

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

The EDC FY 2022 Budget Amendment 01 allowing for the transfer of $64,643.00 from the Prior Years Surplus Account into the accounts specified in Exhibit "A" attached hereto and incorporated herein is approved.

Town of Horizon City

By:_____
Ruben Mendoza, Mayor

ATTEST:

By:_____
Elvia Schuller, City Clerk

APPROVED AS TO FORM:

By: Theresa Cullen Cordova
Theresa Cullen Cordova
Assistant City Attorney

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 Type 4B Economic Development Corporation TEXAS

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

Line No.		Description	Amount
	Revenue		
1	07-400-4600	Prior Years Fund Surplus	64,643.00
	Expense		
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	64,643.00

Note: Calculation reflects employee on bard for 10.S months of the fiscal year