



HORIZON CITY

Incorporated 1988

**AGENDA
PUBLIC MEETING
REGULAR CITY COUNCIL MEETING
THE TOWN OF HORIZON CITY, TEXAS
Tuesday, April 12, 2022, 6:00 PM**

Notice is hereby given that a Regular City Council Meeting of the Town of Horizon City, Texas will be held on **Tuesday, April 12, 2022 at 6:00 PM** at City Council Chambers Room, 15001 Darrington Road, Horizon City, TX 79928, at which time the following will be discussed and considered:

Meeting Video:

<https://vimeo.com/698828839>

<https://vimeo.com/698841721>

- 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:

March 8, 2022 Regular City Council Meeting.

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**MINUTES
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 was 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 was discussed and considered:

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

Meeting called to order at 6:00 pm. Council Member Charlie Ortega was absent. Quorum Established.

2. Open Forum:

Gabriela Fraga, Executive Administrative Coordinator for El Paso County Commissioner Iliana Holguin spoke about the County's upcoming cleanup event.

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:

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

4. Discussion and Action:

Mayor/CIP Manager

On an update on the Capital Improvement Program.

5. Discussion and Action:

Mayor/Planning Director

On the 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:

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:

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:

A motion was made by Alderman Padilla and seconded by Alderman Renteria to excuse absent Council Member Ortega and approve the remainder of the Consent Agenda. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Absent; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

Alderman Miller requested this item be reopened for further discussion.

A motion was made by Alderman Padilla and seconded by Alderman Corral to reopen the item for further discussion. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Absent; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

Alderman Renteria requested Item #4 and #6 be pulled from the consent agenda and be heard under the regular agenda, excuse Council Member Ortega and approve the remainder of the consent agenda.

A motion was made by Alderman Renteria and seconded by Alderman Padilla to pull item #4 and #6 to be heard under the regular agenda, excuse absent Council Member Ortega and approve the remainder of the Consent Agenda. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Absent; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

REGULAR AGENDA

4. Discussion and Action:

Mayor/CIP Manager

On an update on the Capital Improvement Program.

CIP Manager, Terry Quezada Spoke regarding this item.

A motion was made by Alderman Duran and seconded by Alderman Renteria to accept the update on the Capital Improvement Program as presented. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Absent; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

6. Discussion and Action:

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.

Planning Director, Michelle Garcia Spoke regarding this item.

A motion was made by Alderman Miller and seconded by Alderman Corral to approve the 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. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Absent; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

9. Discussion and Action:

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.

EDC Executive Director, Eddie Garcia Spoke regarding this item.

A motion was made by Alderman Padilla and seconded by Alderman Duran to approve the 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. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Absent; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

10. Discussion and Action:

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.

Planning Director, Michelle Padilla spoke regarding this item.

A motion was made by Alderman Corral and seconded by Alderman Quiroz to approve the 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. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Absent; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

11. Discussion and Action:

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.

Planning Director, Michelle Padilla spoke regarding this item.

A motion was made by Alderman Corral and seconded by Alderman Renteria to approve the final plat application for Horizon Crossing Unit Three (#SUB002493-2022) as per staff recommendations. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Absent; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

12. Discussion and Action:

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.

Planning Director, Michelle Padilla spoke regarding this item.

A motion was made by Alderman Parilla and seconded by Alderman Corral to approve the 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. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Absent; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

13. Discussion and Action:

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.

CIP Manager, Terry Quezada Spoke regarding this item.

A motion was made by Alderman Miller and seconded by Alderman Padilla to approve the 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 they establish Horizon City as the project sponsor responsible for the local match and acknowledging the RAISE grant funding requirements. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Absent; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

14. Discussion and Action:

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.

CIP Manager, Terry Quezada Spoke regarding this item.

A motion was made by Alderman Padilla and seconded by Alderman Renteria to approve 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. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Absent; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

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.

Mayor, Ruben Mendoza spoke regarding this item.

A motion was made by Alderman Duran and seconded by Alderman Corral to approve the closure of City Hall and Courts Administrative offices on December 27, 28 & 29, 2022. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Absent; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

16. Discussion and Action:

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.

Interim Police Chief, Manuel Rico spoke regarding this item.

A motion was made by Alderman Renteria and seconded by Alderman Duran to approve the 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. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Absent; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

17. Discussion and Action:

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.

Interim Police Chief, Manuel Rico spoke regarding this item.

A motion was made by Alderman Corral and seconded by Alderman Renteria to authorize the Mayor 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. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Absent; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

18. Discussion and Action:

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.

Finance Director, Pat Randleel spoke regarding this item.

A motion was made by Alderman Duran and seconded by Alderman Renteria to approve the resolution authorizing the Mayor 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. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Absent; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

19. Discussion and Action:

Mayor/Finance Director

Regarding a resolution approving FY 2022 EDC Budget Amendment 01.

Finance Director, Pat Randleel spoke regarding this item.

A motion was made by Alderman Padilla and seconded by Alderman Duran to approve the resolution approving FY 2022 EDC Budget Amendment 01. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Absent; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

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

A motion was made by Alderman Miller and seconded by Alderman Duran to adjourn at 6:57 PM.

Approved this ____ day of _____, 20__.

Attest:

Elvia Schuller, City Clerk

Ruben Mendoza, Mayor

4. Discussion and Action:

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Mayor/CIP Manager

On an update on the Capital Improvement Program.

Town of Horizon City Capital Improvement Program

April 12, 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
- Reinstating 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 – **working on directive to contractor**

Desmond Corcoran (Corky) Park

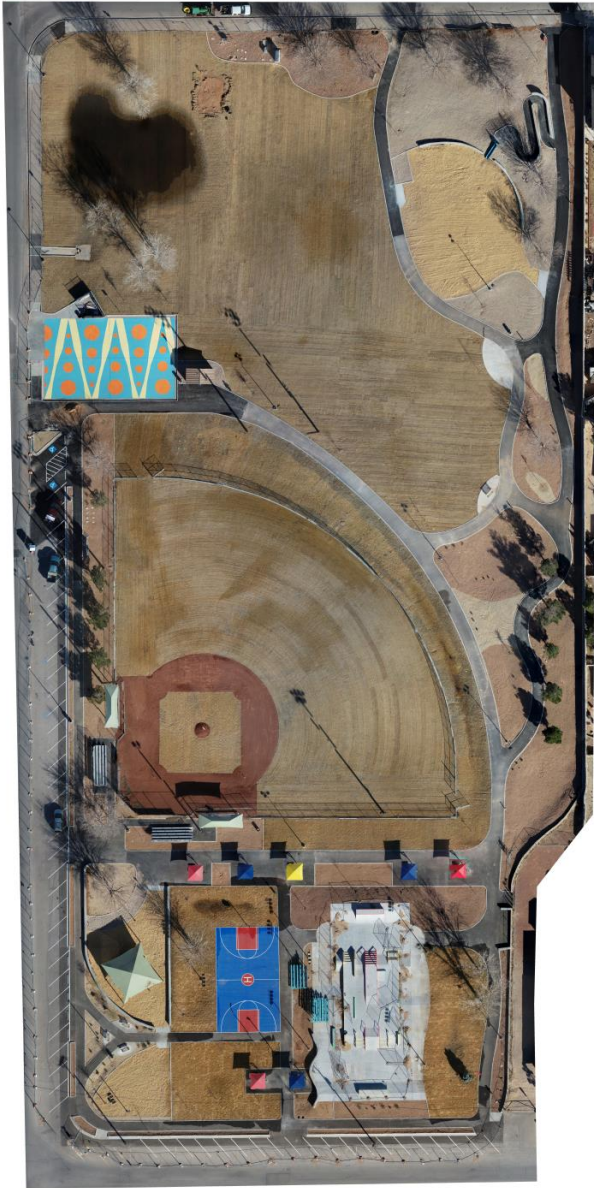
Construction

- Construction start – January 11, 2021
- Updated Construction completion late Spring/early Summer 2022
- Installing bollards and gates to better manage entry of motorized vehicles – manufacture underway
- Installed locking mechanism for bathroom
- Change order for this work on today's Council agenda

Desmond Corcoran (Corky) Park



Desmond Corcoran (Corky) Park



Benton/Ryderwood Dog Park

- Updating scope
- Scheduling design to begin in first half 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 McMahan to S. Kenazo
- Acra

Striping on Darrington completed

Scheduled completion: April 2022

2021 Street Maintenance

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

- Preparing packet for crack sealing and pavement markings
 - S. Darrington
 - Kenazo
- **Breaux** – to be packaged with Oxbow & Pawling

Federally- & State-Funded Project Updates

N. Darrington Reconstruction

- Environmental approval still pending
- 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 design⁴ team to develop project
- Town staff and TXDOT working on Utility Coordination
- Staff developing funding options for gap between existing funding and project estimate.
 - Proposing ARPA funding for property acquisition for pond and drainage easements

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
 - Review appraisal amendments on today's Council agenda
 - 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

Site visit and open house scheduled for April 27 and 28, 2022

Meetings with stakeholders and property owners scheduled for April 28, 2022

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Public Meeting

6 PM

Thursday, April 28, 2022

Oz Glaze Center

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.

Resolutions of support from:

- ✓ EDC Board
- ✓ TIRZ Board
- ✓ City Council
- ✓ TPB
- ✓ HRMUD Board
- ✓ Commissioners Court
- ✓ El Paso Area Local Government Corporation

Town of Horizon City Capital Improvement Program

April 12, 2022
Council Meeting

5. Discussion and Action:

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Mayor/Planning Director

On a Resolution that the Mayor be authorized to sign the Fifth Amendment to the Agreement for On-Call Appraisal Services by and between the Town of Horizon City and Hoover Appraisal Company to include contractual provisions required by state and federal agencies which may fund specific tasks assigned in a Work Order and to expand the scope of services to include review appraisal services.



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: April 7, 2021

To: Honorable Mayor and Members of City Council

From: Michelle Garcia, AICP, Planning Director

SUBJECT: **Discussion and Action:** That the Mayor be authorized to sign the Fifth Amendment to the Agreement for On-Call Appraisal Services by and between the Town of Horizon City and Hoover Appraisal Company and Wilkinson, Pendergras & Associates, LP to include contractual provisions required by state and federal agencies which may fund specific tasks assigned in a Work Order and to expand the scope of services to include review appraisal services.

As part of the requirements for property acquisition in federally funded projects, the City must conduct a *review appraisal* in addition to the required property appraisal. The *review appraisal* must meet state and federal requirements and has a more limited scope than the initial property appraisal.

Horizon City has contracted with both Hoover Appraisal Company and Wilkinson, Pendergras and Associates, LP to perform appraisals for the City. This amendment adds review appraisals to the scope of services both firms may perform for the City and adds contractual provisions that the Advance Funding Agreements with the Texas Department of Transportation requires the City to include in its agreements with firms providing services on federally funded projects.

Both appraisal firms have reviewed the amendments and agree to provide the services and comply with the federal requirements.

Staff recommends approval of both amendments.

MG:tq

RESOLUTION

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, March 11, 2020, and March 8, 2022 (the "Amendments") which extended the term of the Agreement until March 31, 2024; and

WHEREAS, the Parties desire to amend the Agreement to include contractual provisions required by state and federal agencies which may fund specific tasks assigned in a Work Order; and

WHEREAS, the Appraiser has been selected through an appropriate process by the Texas Department of Transportation (TxDOT) as having qualifications to perform the services as required by City, in accordance with all applicable state laws and processes; and

WHEREAS, in accordance with the regulations and processes established by TxDOT, the City must obtain a review of appraisals on properties the City proposes to acquire in conjunction with TxDOT related projects and desires that the Appraiser furnish City with these certain services as needed with respect to such properties, and provide the required review of appraisals of each parcel of property, and the Appraiser represents that she is fully qualified to perform such services and will furnish such services personally; and

WHEREAS, the Parties also desire to amend the Agreement to expand the scope of services to include review appraisal services.

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

That the Mayor be authorized to sign the Fifth Amendment to the Agreement for On-Call Appraisal Services by and between the Town of Horizon City and Hoover Appraisal Company to include contractual provisions required by state and federal agencies which may fund specific tasks assigned in a Work Order and to expand the scope of services to include review appraisal services.

PASSED AND ADOPTED this _____ day of _____, 2022.

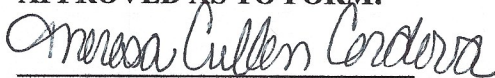
THE TOWN OF HORIZON CITY

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

FIFTH AMENDMENT TO THE AGREEMENT FOR ON-CALL APPRAISAL SERVICES

This Fifth 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”).

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, March 11, 2020, and March 8, 2022 (the “Amendments”) which extended the term of the Agreement until March 31, 2024; and

WHEREAS, the Parties desire to amend the Agreement to include contractual provisions required by state and federal agencies which may fund specific tasks assigned in a Work Order; and

WHEREAS, the Appraiser has been selected through an appropriate process by the Texas Department of Transportation (TxDOT) as having qualifications to perform the services as required by the City, in accordance with all applicable state laws and processes; and

WHEREAS, in accordance with the regulations and processes established by TxDOT, the City must obtain a review of appraisals on properties the City proposes to acquire in conjunction with TxDOT related projects and desires that the Appraiser furnish the City with these certain services as needed with respect to such properties, and provide the required review of appraisals of each parcel of property, and the Appraiser represents that the Appraiser is fully qualified to perform such services and will furnish such services personally; and

WHEREAS, the Parties also desire to amend the Agreement to expand the scope of services to include review appraisal services.

NOW, THEREFORE, the City and the Appraiser, for the consideration and under the conditions hereinafter set forth, agree to revise the Agreement and Amendments as follows.

1. ARTICLE 4, Scope of Appraiser’s Services, of the Agreement is hereby amended to include additional services for review appraisals. The additional services for review appraisals are identified in Exhibit “A”, Review Appraisal Services, which is attached hereto and made a part hereof for all purposes.

2. ARTICLE 8, Agreements of Appraiser, of the Agreement is hereby amended to include a subparagraph (k) Compliance with Applicable Laws – Federal And State Funding Requirements, which shall read as follows:

(k) Compliance with Applicable Laws – Federal And State Funding Requirements.

The Appraiser, at the Appraiser's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations, and requirements of federal, state, county, and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the City or the Appraiser with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

Specifically, and not in limitation of the foregoing, the Appraiser agrees that to the extent required by any agreement between the City and any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over specific tasks assigned in a Work Order, **including but not limited to:**

--The United States Department of Transportation (USDOT) through a Grant Agreement or Cooperative Agreement with the City or supported by USDOT through a Loan, Loan Guarantee, or Line of Credit with the City.

--The United States Department of Housing and Urban Development (HUD) through a Grant Agreement or Cooperative Agreement with the City.

--The United States Department of Agriculture (USDA) through a Grant Agreement through a Grant Agreement or Cooperative Agreement with the City.

--The United States Economic Development Administration (EDA) Agriculture through a Grant Agreement or Cooperative Agreement with the City.

--The Texas Department of Transportation (TxDOT) through an Agreement with the City.

--The Texas Parks and Wildlife Department (TPWD) through an Agreement with the City.

Copies of grant assurances or other funding agreements with a federal or state agency will be attached to a Work Order issued to the Appraiser; however, provided copies shall in no way be a limitation on the Appraiser's obligation to comply with any Federal and State agency, the laws of the federal government of the United States of America, and the rules and regulations of any regulatory body or officer having jurisdiction over specific tasks assigned in a Work Order.

(1) Contract Assurance. The Appraiser or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Appraiser shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Appraiser to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

(2) DBE Good Faith Efforts. The requirements of 49 CFR Part 26, regulations of the US DOT, applies to this Agreement. It is the policy of the City to practice nondiscrimination based on race, color, sex, or national origin in the award of performance of this Agreement. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this Agreement will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE Contract goal will be identified pursuant to the federal funding requirements for an individual Work Order established for this Agreement. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the Contract goal for DBE participation in the performance of this Agreement.

The offeror will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the Agreement; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the Agreement as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

DBE participation in this Agreement may be in the form of a prime contract, subcontract, joint venture, or other arrangement that qualifies under 49 CFR Section 26.55 or 26.53(g), both of which will be submitted on a Letter of Intent to the City.

(3) Termination For Cancellation of Funding. Should this Agreement be terminated as a result of cancellation of federal or state funds covering specific tasks assigned in a Work Order, the City shall promptly notify the Appraiser of the cancellation by certified mail-return receipt requested, whereupon the Appraiser shall immediately, on receipt of the letter, cease and desist from performing any other work or services for the specific tasks assigned in the Work Order. In such an event, the Appraiser will be paid for professional services performed to such date, upon furnishing the City a progress report and an invoice to such date, and upon acceptance of the work by the City.

(4) Title VI of The Civil Rights Act of 1964, 78 Stat.252, 42 U.S.C. 2000d To 2000d-4 And Title 49, Code Of Federal Regulations, Department Of Transportation. During the performance of this Agreement, the Appraiser, for itself, its assignees, and successors in interest (hereinafter referred to as the “Appraiser”), agrees as follows:

(a) Compliance with Regulations. The Appraiser shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter, “DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the “Regulations”), which are herein incorporated by reference and made a part of this Agreement.

(b) Nondiscrimination. The Appraiser, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Appraiser shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

(c) Solicitations for Subcontractors, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation made by the Appraiser for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Appraiser of the Appraiser’s obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

(d) Information and Reports. The Appraiser shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the Appraiser is in the exclusive possession of another who fails or refuses to furnish this information Appraiser shall so certify to the City, as appropriate, and shall set forth what efforts it has made to obtain the information.

(e) Sanctions for Noncompliance. In the event of the Appraiser’s noncompliance with the nondiscrimination provisions of this Agreement, the City shall impose such Agreement sanctions as it may determine to be appropriate, including but not limited to:

- (i) Withholding of payments to the Appraiser under the Agreement until the Appraiser complies; and/or
- (ii) Cancellation, termination, or suspension of the Agreement in whole or in part.

(f) Incorporation of Provisions. The Appraiser shall include the provisions of paragraphs (a) through (e) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. The Appraiser shall take such action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event an Appraiser becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Appraiser may request the City to enter into such litigation to protect the interests of the City and in addition, the Appraiser may request the United States to enter into such litigation to protect the interests of the United States.

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

EXECUTED in Town of Horizon City, El Paso County, Texas.

THE TOWN OF HORIZON CITY

By: _____
Ruben Mendoza, Mayor

ATTEST:

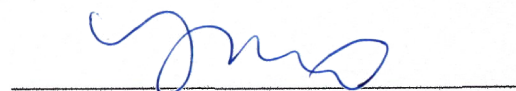
Elvia Schuller, City Clerk

APPROVED AS TO FORM:



Theresa Cullen Cordova
Assistant City Attorney

APPROVED AS TO CONTENT:



Michelle Garcia, AICP, CNU-A
Planning Director

(Signatures continued on next page)

HOOVER APPRAISAL COMPANY

By _____

Printed Name _____

Title _____

EXHIBIT "A"

REVIEW APPRAISALS

1. Description of the Work Order Project. The City will retain the Appraiser to perform professional services on a Work Order basis for the review appraisals of different properties, or legal interests in properties, that may be acquired or purchased by the City. Such properties may be vacant properties, residential properties, commercial properties, or industrial properties. The services of the Appraiser shall be initiated through the issuance of a Work Order. Upon the issuance of a Work Order, the Appraiser will be provided with the information and documents necessary to perform a review of an appraisal pertaining to a project in conformity to the regulations, procedures, and requirements of the federal or state funding agency, and the Parties shall negotiate for and establish the appraisal costs and schedule of performance/deliverables and associated services for each specific assigned Work Order project. Upon successful completion of such negotiations, the City will issue a Notification to Perform Appraisal Review.

2. Purpose and Basis of Valuations.

(a) Purpose and Significance of Appraisals. The review of the appraisals to be furnished under this Agreement are required by the City in compliance with the regulations, procedures, and requirements established by the identified federal or state funding agency for each specific assigned Work Order project, and the appraisals are for its guidance in making fair and impartial determinations of market value and the just compensation to be offered to each property owner. The Appraiser shall be guided by those objectives when reviewing appraisals.

(b) Appraisal Review Standards. The appraisals under this Agreement shall be based on the regulations, procedures, and requirements established by the identified federal or state funding agency for each specific assigned Work Order project for appraisal review, as well as nationally recognized appraisal standards and techniques to the extent that such principles are consistent with the concepts of value and the rules on the admissibility of evidence of value under the eminent domain law of the State of Texas. Factors relating to race, color, religion, sex, or national origin, or to racial, religious, or ethnic identification of neighborhoods are not relevant to the estimation of value and shall not be considered in connection with appraisals of residential real property.

(c) Date of Valuation. The Appraiser's valuation or assessment of the valuation shall be as of a date concurrent with the inspection of the property unless the City has specified some other date of valuation or upon a date required pursuant to any identified federal or state funding agency for each specific assigned Work Order project's regulations, procedures, or requirements.

(d) Relocation Assistance. The Appraiser's analyses and opinions of property value shall not reflect any allowance for the relocation payments and other assistance provided under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended ("URA").

(e) Influence of Work Order Project on Property Value. In forming opinion(s), the Appraiser shall disregard any decrease or increase in the market value of the real property to be acquired, prior to the date of valuation, caused by the Work Order project for which the property is to be acquired, or by the likelihood that the property would be acquired for such Work Order project, other than that due to physical deterioration within the reasonable control of the owner, or otherwise follow applicable regulations, procedures and requirements for the identified federal or state funding agency for each specific assigned Work Order project. If the determination of changes *in* value caused by the Work Order project is a problem, the Appraiser's report shall cite the ruling followed and its source and shall explain the effect of the ruling on her opinion of value.

3. Scope of Appraiser's Services. The Appraiser agrees to perform the following services: Review and provide information and analysis to the City, in accordance with the identified federal or state funding agency's regulations, procedures, and requirements, regarding the review of the appraisal of a parcel needed for each specific assigned Work Order project and prepare and deliver a report of the review to the City after receipt of Notification to Perform Appraisal Review of specific parcel(s), issued upon the completion of the negotiation of the price for an appraisal and identifying the specific appraisal review Work Order project name and number. The Appraiser shall furnish three (3) copies of the report(s) conforming to the provisions of this Agreement. As appropriate or required, the Appraiser shall personally inspect each parcel, including all buildings, structures, fixtures, and other improvements to the property. As appropriate under the identified federal or state funding agency's regulations, procedures, and requirements, the Appraiser shall give the owner or the owner's designated representative an opportunity to accompany the Appraiser during the Appraiser's detailed inspection of the property, and the Appraiser shall include in the appraisal report a copy of the notification to the owner of the opportunity to accompany the Appraiser and evidence of the owner's receipt of such notification. The Appraiser shall indicate in the appraisal report whether the owner or owner's designated representative accompanied the Appraiser during the inspection of the property. In the process of inspecting the property, the Appraiser shall, to the extent practicable or necessary, ascertain the rights of all parties in possession and note for consideration all factual information and comments furnished by the owner or the owner's representative relevant to the review of the appraisal.

4. Contents of Appraisal Reports. Each appraisal review report to be furnished by the Appraiser under this Agreement shall contain any and all information that is or may be required under the identified federal or state funding agency's regulations, procedures and requirements for an appraisal review along with the information typically required to be included as standard form and practice by an appraiser in this area conducting a review of this type.

5. Services to be Provided by City. The City agrees to furnish the Appraiser a copy of the appraisal to be reviewed and/or all documents necessary or required, and as may be appropriate, a map or plat, based on official records, of the property described in Paragraph 1, Description of the Work Order project, above showing the boundaries and dimensions of the parcels to be appraised.

6. Discussion and Action:

43

Mayor/Planning Director

On a Resolution that the Mayor be authorized to sign the Fifth Amendment to the Agreement for On-Call Appraisal Services by and between the Town of Horizon City and Wilkinson, Pendergras & Associates, LP to include contractual provisions required by state and federal agencies which may fund specific tasks assigned in a Work Order and to expand the scope of services to include review appraisal services.



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: April 7, 2021

To: Honorable Mayor and Members of City Council

From: Michelle Garcia, AICP, Planning Director

SUBJECT: Discussion and Action: That the Mayor be authorized to sign the Fifth Amendment to the Agreement for On-Call Appraisal Services by and between the Town of Horizon City and Hoover Appraisal Company and Wilkinson, Pendergras & Associates, LP to include contractual provisions required by state and federal agencies which may fund specific tasks assigned in a Work Order and to expand the scope of services to include review appraisal services.

As part of the requirements for property acquisition in federally funded projects, the City must conduct a *review appraisal* in addition to the required property appraisal. The *review appraisal* must meet state and federal requirements and has a more limited scope than the initial property appraisal.

Horizon City has contracted with both Hoover Appraisal Company and Wilkinson, Pendergras and Associates, LP to perform appraisals for the City. This amendment adds review appraisals to the scope of services both firms may perform for the City and adds contractual provisions that the Advance Funding Agreements with the Texas Department of Transportation requires the City to include in its agreements with firms providing services on federally funded projects.

Both appraisal firms have reviewed the amendments and agree to provide the services and comply with the federal requirements.

Staff recommends approval of both amendments.

MG:tq

RESOLUTION

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, March 11, 2020, and March 8, 2022 (the "Amendments") which extended the term of the Agreement until March 31, 2024; and

WHEREAS, the Parties desire to amend the Agreement to include contractual provisions required by state and federal agencies which may fund specific tasks assigned in a Work Order; and

WHEREAS, the Appraiser has been selected through an appropriate process by the Texas Department of Transportation (TxDOT) as having qualifications to perform the services as required by City, in accordance with all applicable state laws and processes; and

WHEREAS, in accordance with the regulations and processes established by TxDOT, the City must obtain a review of appraisals on properties the City proposes to acquire in conjunction with TxDOT related projects and desires that the Appraiser furnish City with these certain services as needed with respect to such properties, and provide the required review of appraisals of each parcel of property, and the Appraiser represents that she is fully qualified to perform such services and will furnish such services personally; and

WHEREAS, the Parties also desire to amend the Agreement to expand the scope of services to include review appraisal services.

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

That the Mayor be authorized to sign the Fifth Amendment to the Agreement for On-Call Appraisal Services by and between the Town of Horizon City and Wilkinson, Pendergras & Associates, LP to include contractual provisions required by state and federal agencies which may fund specific tasks assigned in a Work Order and to expand the scope of services to include review appraisal services.

PASSED AND ADOPTED this _____ day of _____, 2022.

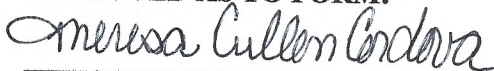
THE TOWN OF HORIZON CITY

Ruben Mendoza
Mayor

ATTEST:

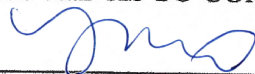
Elvia Schuller
City Clerk

APPROVED AS TO FORM:



Theresa Cullen Cordova
Assistant City Attorney

APPROVED AS TO CONTENT:



Michelle Garcia AICP, CNU-A
Planning Director

FIFTH AMENDMENT TO THE AGREEMENT FOR ON-CALL APPRAISAL SERVICES

This Fifth 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** (the “Appraiser”).

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, March 11, 2020, and March 8, 2022 (the “Amendments”) which extended the term of the Agreement until March 31, 2024; and

WHEREAS, the Parties desire to amend the Agreement to include contractual provisions required by state and federal agencies which may fund specific tasks assigned in a Work Order; and

WHEREAS, the Appraiser has been selected through an appropriate process by the Texas Department of Transportation (TxDOT) as having qualifications to perform the services as required by the City, in accordance with all applicable state laws and processes; and

WHEREAS, in accordance with the regulations and processes established by TxDOT, the City must obtain a review of appraisals on properties the City proposes to acquire in conjunction with TxDOT related projects and desires that the Appraiser furnish the City with these certain services as needed with respect to such properties, and provide the required review of appraisals of each parcel of property, and the Appraiser represents that the Appraiser is fully qualified to perform such services and will furnish such services personally; and

WHEREAS, the Parties also desire to amend the Agreement to expand the scope of services to include review appraisal services.

NOW, THEREFORE, the City and the Appraiser, for the consideration and under the conditions hereinafter set forth, agree to revise the Agreement and Amendments as follows.

1. ARTICLE 4, Scope of Appraiser’s Services, of the Agreement is hereby amended to include additional services for review appraisals. The additional services for review appraisals are identified in Exhibit “A”, Review Appraisal Services, which is attached hereto and made a part hereof for all purposes.
2. ARTICLE 8, Agreements of Appraiser, of the Agreement is hereby amended to include a subparagraph (k) Compliance with Applicable Laws – Federal And State Funding Requirements, which shall read as follows:

(k) Compliance with Applicable Laws – Federal And State Funding Requirements.

The Appraiser, at the Appraiser's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations, and requirements of federal, state, county, and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the City or the Appraiser with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

Specifically, and not in limitation of the foregoing, the Appraiser agrees that to the extent required by any agreement between the City and any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over specific tasks assigned in a Work Order, **including but not limited to:**

--The United States Department of Transportation (USDOT) through a Grant Agreement or Cooperative Agreement with the City or supported by USDOT through a Loan, Loan Guarantee, or Line of Credit with the City.

--The United States Department of Housing and Urban Development (HUD) through a Grant Agreement or Cooperative Agreement with the City.

--The United States Department of Agriculture (USDA) through a Grant Agreement through a Grant Agreement or Cooperative Agreement with the City.

--The United States Economic Development Administration (EDA) Agriculture through a Grant Agreement or Cooperative Agreement with the City.

--The Texas Department of Transportation (TxDOT) through an Agreement with the City.

--The Texas Parks and Wildlife Department (TPWD) through an Agreement with the City.

Copies of grant assurances or other funding agreements with a federal or state agency will be attached to a Work Order issued to the Appraiser; however, provided copies shall in no way be a limitation on the Appraiser's obligation to comply with any Federal and State agency, the laws of the federal government of the United States of America, and the rules and regulations of any regulatory body or officer having jurisdiction over specific tasks assigned in a Work Order.

(1) Contract Assurance. The Appraiser or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Appraiser shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Appraiser to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

(2) DBE Good Faith Efforts. The requirements of 49 CFR Part 26, regulations of the US DOT, applies to this Agreement. It is the policy of the City to practice nondiscrimination based on race, color, sex, or national origin in the award of performance of this Agreement. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this Agreement will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE Contract goal will be identified pursuant to the federal funding requirements for an individual Work Order established for this Agreement. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the Contract goal for DBE participation in the performance of this Agreement.

The offeror will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the Agreement; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the Agreement as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

DBE participation in this Agreement may be in the form of a prime contract, subcontract, joint venture, or other arrangement that qualifies under 49 CFR Section 26.55 or 26.53(g), both of which will be submitted on a Letter of Intent to the City.

(3) Termination For Cancellation of Funding. Should this Agreement be terminated as a result of cancellation of federal or state funds covering specific tasks assigned in a Work Order, the City shall promptly notify the Appraiser of the cancellation by certified mail-return receipt requested, whereupon the Appraiser shall immediately, on receipt of the letter, cease and desist from performing any other work or services for the specific tasks assigned in the Work Order. In such an event, the Appraiser will be paid for professional services performed to such date, upon furnishing the City a progress report and an invoice to such date, and upon acceptance of the work by the City.

(4) Title VI of The Civil Rights Act of 1964, 78 Stat.252, 42 U.S.C. 2000d To 2000d-4 And Title 49, Code Of Federal Regulations, Department Of Transportation. During the performance of this Agreement, the Appraiser, for itself, its assignees, and successors in interest (hereinafter referred to as the "Appraiser"), agrees as follows:

(a) Compliance with Regulations. The Appraiser shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

(b) Nondiscrimination. The Appraiser, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Appraiser shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

(c) Solicitations for Subcontractors, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation made by the Appraiser for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Appraiser of the Appraiser's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

(d) Information and Reports. The Appraiser shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the Appraiser is in the exclusive possession of another who fails or refuses to furnish this information Appraiser shall so certify to the City, as appropriate, and shall set forth what efforts it has made to obtain the information.

(e) Sanctions for Noncompliance. In the event of the Appraiser's noncompliance with the nondiscrimination provisions of this Agreement, the City shall impose such Agreement sanctions as it may determine to be appropriate, including but not limited to:

- (i) Withholding of payments to the Appraiser under the Agreement until the Appraiser complies; and/or
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(f) Incorporation of Provisions. The Appraiser shall include the provisions of paragraphs (a) through (e) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. The Appraiser shall take such action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event an Appraiser becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Appraiser may request the City to enter into such litigation to protect the interests of the City and in addition, the Appraiser may request the United States to enter into such litigation to protect the interests of the United States.

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

EXECUTED in Town of Horizon City, El Paso County, Texas.

THE TOWN OF HORIZON CITY

By: _____
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

(Signatures continued on next page)

WILKINSON, PENDERGRAS & ASSOCIATES, LP

By _____

Printed Name _____

Title _____

EXHIBIT "A"

REVIEW APPRAISALS

1. Description of the Work Order Project. The City will retain the Appraiser to perform professional services on a Work Order basis for the review appraisals of different properties, or legal interests in properties, that may be acquired or purchased by the City. Such properties may be vacant properties, residential properties, commercial properties, or industrial properties. The services of the Appraiser shall be initiated through the issuance of a Work Order. Upon the issuance of a Work Order, the Appraiser will be provided with the information and documents necessary to perform a review of an appraisal pertaining to a project in conformity to the regulations, procedures, and requirements of the federal or state funding agency, and the Parties shall negotiate for and establish the appraisal costs and schedule of performance/deliverables and associated services for each specific assigned Work Order project. Upon successful completion of such negotiations, the City will issue a Notification to Perform Appraisal Review.

2. Purpose and Basis of Valuations.

(a) Purpose and Significance of Appraisals. The review of the appraisals to be furnished under this Agreement are required by the City in compliance with the regulations, procedures, and requirements established by the identified federal or state funding agency for each specific assigned Work Order project, and the appraisals are for its guidance in making fair and impartial determinations of market value and the just compensation to be offered to each property owner. The Appraiser shall be guided by those objectives when reviewing appraisals.

(b) Appraisal Review Standards. The appraisals under this Agreement shall be based on the regulations, procedures, and requirements established by the identified federal or state funding agency for each specific assigned Work Order project for appraisal review, as well as nationally recognized appraisal standards and techniques to the extent that such principles are consistent with the concepts of value and the rules on the admissibility of evidence of value under the eminent domain law of the State of Texas. Factors relating to race, color, religion, sex, or national origin, or to racial, religious, or ethnic identification of neighborhoods are not relevant to the estimation of value and shall not be considered in connection with appraisals of residential real property.

(c) Date of Valuation. The Appraiser's valuation or assessment of the valuation shall be as of a date concurrent with the inspection of the property unless the City has specified some other date of valuation or upon a date required pursuant to any identified federal or state funding agency for each specific assigned Work Order project's regulations, procedures, or requirements.

(d) Relocation Assistance. The Appraiser's analyses and opinions of property value shall not reflect any allowance for the relocation payments and other assistance provided under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended ("URA").

(e) Influence of Work Order Project on Property Value. In forming opinion(s), the Appraiser shall disregard any decrease or increase in the market value of the real property to be acquired, prior to the date of valuation, caused by the Work Order project for which the property is to be acquired, or by the likelihood that the property would be acquired for such Work Order project, other than that due to physical deterioration within the reasonable control of the owner, or otherwise follow applicable regulations, procedures and requirements for the identified federal or state funding agency for each specific assigned Work Order project. If the determination of changes *in* value caused by the Work Order project is a problem, the Appraiser's report shall cite the ruling followed and its source and shall explain the effect of the ruling on her opinion of value.

3. Scope of Appraiser's Services. The Appraiser agrees to perform the following services: Review and provide information and analysis to the City, in accordance with the identified federal or state funding agency's regulations, procedures, and requirements, regarding the review of the appraisal of a parcel needed for each specific assigned Work Order project and prepare and deliver a report of the review to the City after receipt of Notification to Perform Appraisal Review of specific parcel(s), issued upon the completion of the negotiation of the price for an appraisal and identifying the specific appraisal review Work Order project name and number. The Appraiser shall furnish three (3) copies of the report(s) conforming to the provisions of this Agreement. As appropriate or required, the Appraiser shall personally inspect each parcel, including all buildings, structures, fixtures, and other improvements to the property. As appropriate under the identified federal or state funding agency's regulations, procedures, and requirements, the Appraiser shall give the owner or the owner's designated representative an opportunity to accompany the Appraiser during the Appraiser's detailed inspection of the property, and the Appraiser shall include in the appraisal report a copy of the notification to the owner of the opportunity to accompany the Appraiser and evidence of the owner's receipt of such notification. The Appraiser shall indicate in the appraisal report whether the owner or owner's designated representative accompanied the Appraiser during the inspection of the property. In the process of inspecting the property, the Appraiser shall, to the extent practicable or necessary, ascertain the rights of all parties in possession and note for consideration all factual information and comments furnished by the owner or the owner's representative relevant to the review of the appraisal.

4. Contents of Appraisal Reports. Each appraisal review report to be furnished by the Appraiser under this Agreement shall contain any and all information that is or may be required under the identified federal or state funding agency's regulations, procedures, and requirements for an appraisal review along with the information typically required to be included as standard form and practice by an appraiser in this area conducting a review of this type.

5. Services to be Provided by City. The City agrees to furnish the Appraiser a copy of the appraisal to be reviewed and/or all documents necessary or required, and as may be appropriate, a map or plat, based on official records, of the property described in Paragraph 1, Description of the Work Order project, above showing the boundaries and dimensions of the parcels to be appraised.

7. Request to Excuse Absent Council Members:

8. Approval of Consent Agenda Items:

REGULAR AGENDA

9. Presentation:

54

Mayor

On a Proclamation declaring April 10 - April 16, 2022 as Public Safety Telecommunicators Week.



Town of Horizon City



PROCLAMATION

WHEREAS, the women and men serving as Public Safety Telecommunicators-911 operators, dispatchers and other communications specialists answer calls from citizens for police, fire and emergency services; and

WHEREAS, these professionals, the "unseen first responders", are the first link in providing critical assistance to Texans in times of great need, and their specialized skills and calm presence are invaluable to the members of our community; and

WHEREAS, the Town of Horizon City Public Safety Communicators exhibit professionalism, compassion, and empathy during the reporting of critical events; and

WHEREAS, to highlight the invaluable role of Public Safety Telecommunicators, the community annually designates a week in April for recognition and appreciation for our unseen heroes; and

WHEREAS, all residents of the Town of Horizon City are encouraged to extend their appreciation to our Public Safety Telecommunicators whose diligent efforts ensure that help is on the way when it is needed most.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the Town of Horizon City, Texas:

That the week of April 10- April 16, 2022 be known as:

"Public Safety Telecommunicators Week".

SIGNED, this 12th day of April 2022.

- _____ City Mayor Ruben Mendoza
- _____ Council Member Place 1 Walter Miller
- _____ Council Member Place 2 Scott Quiroz
- _____ Council Member Place 3 Charlie Ortega
- _____ Council Member Place 4 Andres "Andy" Renteria
- _____ Council Member Place 5 Johnny "Doc" Duran
- _____ Council Member Place 6 Rafael "Ralph" Padilla Jr.
- _____ Council Member Place 7 Samantha Corral

10. Discussion and Action:

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Mayor/Finance Director

On the acceptance of findings of Town of Horizon City audit prepared by SBNG, PC for FY2021.

TOWN OF HORIZON CITY, TEXAS
BASIC FINANCIAL STATEMENTS AND
REQUIRED SUPPLEMENTARY INFORMATION
YEAR ENDED SEPTEMBER 30, 2021

TOWN OF HORIZON CITY, TEXAS
BASIC FINANCIAL STATEMENTS AND
REQUIRED SUPPLEMENTARY INFORMATION
YEAR ENDED SEPTEMBER 30, 2021

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TOWN OF HORIZON CITY, TEXAS
BASIC FINANCIAL STATEMENTS AND
REQUIRED SUPPLEMENTARY INFORMATION
YEAR ENDED SEPTEMBER 30, 2021

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TOWN OF HORIZON CITY, TEXAS
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED SEPTEMBER 30, 2021

As management of Town of Horizon City, Texas, we offer readers this narrative overview and analysis of the financial activities of the Town for the fiscal year ended September 30, 2021. We encourage readers to consider this information in conjunction with the basic financial statements.

Fund-based financial reporting and government-wide reporting are not viewed as being in conflict; however, they are not comparable. A significant portion of this analysis focuses on the changes in the government-wide statements, while still providing information on the Town's fund-based comparative changes.

FINANCIAL HIGHLIGHTS FISCAL YEAR 2021

- The Town's total assets amounted to \$68,480,530. This represents a decrease of 1% from the prior year.
- Total assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources by \$35,053,900 (net position). This represents a decrease of \$183 from prior year.
- Total capital assets, net of accumulated depreciation amounted to \$47,328,733. This represents an increase of 1% from the prior year.
- Unrestricted net position, available to meet the Town's ongoing obligations, totaled \$6,831,166. The amount invested in capital assets, net of related debt, totaled \$27,751,717. Net position restricted for state mandated funds was \$471,017. This represents an increase of 20%, a decrease of 4% and an increase of 11% from prior year, respectively.
- The Town's governmental fund statement shows a combined ending fund balance of \$19,521,805, a decrease of \$1,257,628 or 6% compared to the prior year fund balance.
- Total liabilities amounted to \$33,535,009 of which \$2,747,652 is due in less than one year. This represents a decrease of \$612,625 and an increase of \$398,263, respectively, compared to the prior year.
- General Fund revenues were approximately 1% less than budgeted and actual expenses were less than budgeted expenses by approximately 9%, resulting in an overall increase in the fund balance of the General Fund of \$691,303.
- The Town's primary source of revenue comes from property taxes levied for general purpose and debt service, which amounted to \$5,445,896 in the current fiscal year. This represents approximately a 6% decrease in comparison to the amount of property tax revenue collected in the prior fiscal year. Total revenues amounted to \$11,409,188, which represented an increase of \$261,413 from prior year.

FINANCIAL HIGHLIGHTS FISCAL YEAR 2021 (Continued)

- Total debt service expenditures for the year amounted to \$2,167,180, which represents an increase of 5% from prior year. The combined outstanding balance in bonds payable, capital leases, and intergovernmental payable was \$29,966,262 at the end of the fiscal year.
- The Town's revenues from sales taxes amounted to \$3,413,723 during 2021, of which \$562,561 was reserved for street maintenance and \$562,561 was reserved for economic development. Total sales taxes increased by approximately 20% from the prior year primarily due to an increase in the Town's jurisdiction.
- The Town invested \$2,809,989 in equipment, intangibles, and infrastructure, resulting in a 1% increase in capital assets, net of accumulated depreciation. The Capital Improvements Fund maintains proceeds from Combination Tax and Revenue Series 2014 Certificates of Obligation and Combination Tax and Revenue Series 2019 Certificates of Obligation, which have been reserved by Town ordinance to be issued in infrastructure projects included in the Capital Improvements Master Plan. The Town's Capital Improvement Fund provided \$2,376,381 for infrastructure. At the end of the fiscal period, the net change in fund balance in the Capital Improvements Fund was \$2,480,075, representing a 19% decrease from the prior year due to capital outlay expenditures.
- The Town reports deferred inflows of resources on its general and debt service funds. Deferred inflows of resources represent an acquisition of fund balance that applies to a future period which will not be recognized as an inflow of resources until that time. Unavailable revenues in the amount of \$119,430 at September 30, 2021, represent the portion of property tax revenue receivable collected within 60 days following the end of the fiscal year. This represents a decrease of 5% from the prior year.
- During 2021, the Town participated in the Texas Municipal Retirement System ("TMRS") Pension Plan. The Town's net pension liability was measured at December 31, 2020, the plan year, for a total amount of \$1,494,640. This represented an increase of \$1,782 from the previous year. In 2021, the Town recognized net pension expense of \$192,864, which represents an increase of \$1,005.
- At December 31, 2020, total deferred outflows and inflows of resources related to pensions were \$159,282 and \$66,040, respectively, which represented an increase of \$8,411 and a decrease of \$5,208, respectively, from the previous year.
- In connection with its pension plan, the Town also offers a supplemental death benefit to all employees enrolled in TMRS. At December 31, 2020, the plan year, the Town recognized a total liability of \$71,592 for the supplemental death benefit plan. This represents an increase of \$25,154 or 54% from the previous year. Total deferred outflows and inflows of resources related to the Plan were \$21,404 and \$6,267, which represented an increase of \$11,197 and a decrease of \$683, respectively, from the previous year.
- The Town received \$774,055 in operating grants and contributions. This represents an increase of \$465,163 or 151% from the previous year. This increase is attributed to an increase in CARES expenditures in fiscal year 2021.

OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the Town's basic financial statements. The Town's basic financial statements include: (1) government-wide financial statements, (2) fund financial statements, and (3) notes to the financial statements. The Town also includes in this report additional information to supplement the basic financial statements.

GOVERNMENT-WIDE FINANCIAL STATEMENTS

The government-wide financial statements are designed to provide readers with a broad overview of the financial position of the Town and are similar to private sector financial statements. The government-wide financial statements include a Statement of Net Position and a Statement of Activities. These statements appear on pages 18 through 20 of this report.

The Statement of Net Position presents information on all the Town's assets and liabilities, with the difference between the two reported as net position as of September 30, 2021. Net position is shown in three categories: 1) invested in capital assets, net of related debt, 2) restricted for state mandated funds, and 3) unrestricted.

The Statement of Activities presents information showing how the Town's net position changed during the fiscal year ended September 30, 2021. It provides a breakdown of revenues and expenses by function. All changes in net position are reported as soon as the underlying event, which contributes to the change, occurs regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only affect cash flows in future fiscal periods. Examples of such items include revenues earned and expenses incurred but not yet paid, all of which will produce changes in cash in a future fiscal period.

Both statements attempt to distinguish functions of the Town that are principally supported by taxes (*governmental activities*) from other functions that are intended to recover all or a significant portion of their costs through user fees. The governmental activities of the Town include general government, finance, executive, public services, building services, community development, public safety – police, public safety – dispatch, municipal court, storm water, code enforcement, parks and recreation, and planning. The Town does not engage in any business-type activities.

FUND FINANCIAL STATEMENTS

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Town, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The Town only has governmental funds. The governmental funds financial statements are on pages 21 through 26.

The Town's finances are segregated into four types of funds: General Fund, Special Revenue Funds, Debt Service Fund, and Capital Improvements Fund.

The General Fund reflects revenues and expenditures to provide all the basic Town services to the community, such as public safety, general government, streets, building services and community services.

FUND FINANCIAL STATEMENTS (Continued)

The Special Revenue Funds are utilized to recognize and segregate revenues derived from grants and payments from other agencies not included in the General Fund. Grant revenues accounted for in the Special Revenue Funds have been restricted for specific uses by external authorities or regulation.

The Debt Service Fund is utilized to account for the payment of general long-term debt principal, interest, and related costs.

The Capital Improvements Fund is utilized to account for the use of reserved funds for the costs of infrastructure and other development projects. The balance remaining in this fund has been designated for these purposes by the Town Council Members and its activity is not included in the General Fund.

The Town does not maintain any Proprietary Funds.

Governmental funds are used to account for essentially the same functions of those reported in the government-wide financial statements; however, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the year. These funds are reported using an accounting method called *modified accrual* accounting, which measures cash and all other financial assets that can readily be converted to cash. The governmental fund statements provide a detailed *short-term view* of the Town's operations and the services it provides. Governmental fund information helps you determine whether there are more or fewer financial resources that can be spent in the near-future to finance the Town's programs.

The focus of governmental funds is narrower than that of government-wide financial statements; therefore, it can be useful to compare the information presented for the governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Reconciliations have been provided as a link between the governmental fund statements and the government-wide financial statements to assist in this comparison. Pages 22 and 26 provide a reconciliation of the balance sheet of governmental funds to the statement of net position as well as a reconciliation of the statement of revenues, expenditures, and changes in funds balance of governmental funds to the statement of activities.

NOTES TO THE FINANCIAL STATEMENTS

The accompanying notes to the financial statements provide information essential to a full understanding of the government-wide fund financial statements. The notes to the financial statements can be found on pages 27 through 70 of this report.

OTHER INFORMATION

In addition to the basic financial statements and the accompanying notes, this report also presents certain required supplementary information concerning the Town's budgetary comparison schedules for its General Fund and its Special Revenue Funds for which a budget has been approved by Town Council as well as required pension-related schedules. The report also includes other supplementary information consisting of the Town's combining schedules of Aggregate Non-Major Funds. The required and other supplementary information can be found beginning on Page 71.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Net Position

As year-to-year financial information is accumulated on a consistent basis, changes in net position may be observed and used to discuss the changing financial position of the Town as a whole. The Town's net position (total assets and deferred outflows less liabilities and deferred inflows) at fiscal year-end totaled \$35,053,900 reflecting a decrease of \$183 compared to the previous fiscal year. The table below summarizes the Town's total assets, deferred outflows or resources, liabilities and net position for the fiscal years ended September 30, 2021 and 2020, respectively.

Net Position

	<u>Governmental Activities</u>	
	<u>09/30/21</u>	<u>09/30/20</u>
Cash and cash equivalents	\$19,355,452	\$18,874,842
Investments	1,119,001	2,338,943
Receivables (taxes, grants, other miscellaneous)	602,703	765,265
Prepaid expenses	67,129	62,895
Other assets	7,512	7,512
Capital assets, net of accumulated depreciation	47,328,733	47,069,380
Deferred outflows of resources	<u>180,686</u>	<u>161,078</u>
Total assets and deferred outflows of resources	<u>68,661,216</u>	<u>69,279,915</u>
Short-term liabilities	2,747,652	2,349,389
Long-term liabilities	30,787,357	31,798,245
Deferred inflows of resources	<u>72,307</u>	<u>78,198</u>
Total liabilities and deferred inflows of resources	<u>33,607,316</u>	<u>34,225,832</u>
Net position:		
Invested in capital assets, net of related debt	27,751,717	28,940,004
Restricted for State mandated funds	471,017	426,139
Unrestricted	<u>6,831,166</u>	<u>5,687,940</u>
Total net position	<u>\$35,053,900</u>	<u>\$35,054,083</u>

Other indicators of the Town's financial position and performance are revenues; program, general and restricted, and budget performance. Comparison of this indicator data as they are accumulated over the years may provide the reader with information of developing trends in the Town's financial health.

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

Net Position (Continued)

For fiscal year 2021, the Town collected \$11,409,188 in revenues from all sources, while expending \$11,409,371, resulting in a net decrease in financial position. The table below summarizes the fiscal years 2021 and 2020 revenues and expenses for the Town, respectively.

Change in Net Position

	<u>Year Ended</u>	
	<u>09/30/21</u>	<u>09/30/20</u>
Charges for services, fees, fines and forfeitures	\$1,174,620	\$1,418,551
Operating grants and contributions	774,055	308,892
Capital grants and contributions	<u> </u>	<u>5,981</u>
Total program revenues	<u>1,948,675</u>	<u>1,733,424</u>
Property taxes-general purpose	5,445,896	5,798,183
Sales taxes	3,413,723	2,839,601
Franchise taxes	510,877	477,785
Interest income	48,069	292,193
Gain (loss) on disposal of assets	24,576	(25,034)
Miscellaneous income	<u>17,372</u>	<u>31,623</u>
Total general revenues	<u>9,460,513</u>	<u>9,414,351</u>
Total revenues	<u>11,409,188</u>	<u>11,147,775</u>

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

**Change in Net Position
(Continued)**

	<u>Year Ended</u>	
	<u>09/30/21</u>	<u>09/30/20</u>
Public safety – police	\$ 2,360,257	\$ 2,260,904
Community development	2,374,273	2,138,083
General government	1,326,482	1,105,951
Interest on long-term debt	1,096,750	1,204,297
Public safety – dispatch	824,190	841,380
Public services	624,085	338,511
Planning	537,074	294,592
Finance	437,846	411,409
Parks and recreation	425,848	438,174
Building services	342,664	325,369
Information technology	332,962	282,962
Municipal court	240,712	272,650
Storm water	226,180	76,261
Code enforcement	218,278	194,784
Executive	<u>41,770</u>	<u>39,107</u>
Total expenses	<u>11,409,371</u>	<u>10,224,434</u>
Change in net position	\$ <u>(183)</u>	\$ <u>923,341</u>

Governmental Activities

The largest ongoing revenue source for the Town’s governmental activities is property taxes of \$5,445,896, which represents 48% of the total revenues. Another significant source of revenue for governmental activities is state sharing of sales taxes. The revenue sharing totals \$3,413,723 or 30% of total revenues for governmental activities. Additional significant sources of revenue for governmental activities are charges for services, fees, fines, and forfeitures of \$1,174,620 or 10% of total revenues for governmental activities.

The largest expenditure categories among governmental activities were public safety – police and community development, totaling \$2,360,257 and \$2,374,273, respectively. The public safety – police expenditure category totals 21% of total expenditures and includes the cost of the Town providing police protection to residents. The community development expenditure category totals 21% of total expenditures mainly due to depreciation expense.

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

The following table presents the cost of each of the Town's programs, as well as each program's net cost (total cost less fees generated by the activities). The net cost shows the financial burden placed on the Town's taxpayers for each of these functions.

	<u>Total Cost of Services</u>		<u>Net Cost of Services</u>	
	<u>09/30/21</u>	<u>09/30/20</u>	<u>09/30/21</u>	<u>09/30/20</u>
Public safety - police	\$ 2,360,257	\$ 2,260,904	\$1,117,970	\$1,501,357
Community development	2,374,273	2,138,083	2,374,273	2,132,102
General government	1,326,482	1,105,951	827,260	326,502
Interest on long-term debt	1,096,750	1,204,297	1,096,750	1,204,297
Public safety – dispatch	824,190	841,380	824,190	841,380
Public services	624,085	338,511	624,085	338,511
Planning	537,074	294,592	537,074	294,592
Finance	437,846	411,409	437,846	411,409
Parks and recreation	425,848	438,174	425,848	438,174
Building services	342,664	325,369	342,664	325,369
Information technology	332,962	282,962	332,962	282,962
Municipal court	240,712	272,650	33,546	84,203
Storm water	226,180	76,261	226,180	76,261
Code enforcement	218,278	194,784	218,278	194,784
Executive	<u>41,770</u>	<u>39,107</u>	<u>41,770</u>	<u>39,107</u>
Totals	<u>\$11,409,371</u>	<u>\$10,224,434</u>	<u>\$9,460,696</u>	<u>\$8,491,010</u>

FINANCIAL ANALYSIS OF THE TOWN'S FUNDS

As noted above, the Town uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds

The focus of the Town's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the Town's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

The Town's governmental fund statements show a combined ending fund balance of \$19,521,805, a decrease of \$1,257,628 compared to the prior year fund balance. Of this amount, \$3,633,670 (18.6%) constitutes unassigned fund balance, which is available for spending at the Town's discretion. Of the total fund balances, \$15,821,006 (81.0%) is restricted for statutory requirements or committed for Town Council purposes. Less than 1% (or \$67,129) of the combined ending fund balance represents prepaid expenses in non-spendable form.

FINANCIAL ANALYSIS OF THE TOWN'S FUNDS (Continued)

Governmental Funds (Continued)

As mentioned earlier, the General Fund is the chief operating fund of the Town. The ending fund balance in the General Fund is \$4,906,200, an increase of \$691,303 compared to the prior year fund balance. Of this amount, \$3,412,333 (70%) is unassigned and available for spending at the Town's discretion. Of the remaining fund balances, \$1,426,738 (29%) is restricted for statutory requirements or committed for Town Council purposes and \$67,129 (1%) is in non-spendable form.

The Town's Special Revenue Fund for Federal Grants is used to account for the expenditures related to law enforcement and CARES. There was no balance in the fund at year-end.

The Town's Special Revenue Fund for State and Local Grants is used to account for the expenditures of state and local awards that have been restricted to be used in public service. The fund balance in the fund was \$225, which represents an increase of 100% from the prior year.

The Town's Special Revenue Fund for Street Maintenance is used to account for the expenditures of sales taxes reserved for maintaining existing streets. The Fund receives 0.25% of sales tax revenue every year as determined by voter referendum. The fund balance at year-end was \$2,096,109, an increase of \$389,995 compared to the prior year and is classified as funds committed by Town Council.

The Debt Service fund is used to account for the receipt of property taxes designated for debt service expenditures. The fund balance at year-end was \$221,337, a decrease of \$99,935 compared to the prior year and is classified as unassigned fund balance.

The Special Revenue Fund for Economic Development is used to account for the expenditures of sales taxes reserved for fostering economic growth in the Town. The Fund receives 0.25% of sales tax revenue every year as determined by voter referendum. The fund balance at year-end was \$1,829,662, an increase of \$244,728 compared to the prior year and is classified as funds committed by Town Council.

The Town's Capital Improvements Fund is used to account for the designation of proceeds from Combination Tax and Revenue Series 2014 Certificates of Obligation and Combination Tax and Revenue Series 2019 Certificates of Obligation that are to be used for future infrastructure and commercial development projects. The fund balance at year-end was \$10,389,246, a decrease of \$2,480,075 compared to the prior year and is classified as funds committed by Town Council.

The Town's Aggregate Non-Major Funds had a combined fund balance of \$79,026, a decrease of \$3,869 over the prior year. The Aggregate Non-Major Funds represent property taxes levied for the payment of the Eastlake project intergovernmental loan as well as funds committed for Horizon City Parks. The total combined fund balance remaining in Aggregate Non-Major Funds is classified as committed by Town Council.

FINANCIAL ANALYSIS OF THE TOWN'S FUNDS (Continued)

Governmental Funds (Continued)

**Year-End Governmental Fund Balances
September 30,**

	<u>2021</u>	<u>2020</u>
General Fund	\$ 4,906,200	\$ 4,214,897
Capital Improvements Fund	10,389,246	12,869,321
Special Revenue Fund – Street Maintenance	2,096,109	1,706,114
Economic Development Fund	1,829,662	1,584,934
Debt Service Fund	221,337	321,272
Special Revenue Fund – State and Local Grants	225	
Aggregate Non-Major Funds	<u>79,026</u>	<u>82,895</u>
Combined Fund Balance	<u>\$19,521,805</u>	<u>\$20,779,433</u>

The 6% decrease in overall fund balance is primarily attributed to the decrease in property taxes revenue (6%) and an increase debt service expenditures (5%) from the previous year.

Revenue Sources

Governmental fund revenues for the fiscal year ended September 30, 2021 and a comparison with the governmental fund revenues in the prior fiscal year are as follows:

	<u>2021</u> <u>Amount</u>	<u>Percent</u> <u>of Total</u>	<u>Increase</u> <u>(Decrease)</u> <u>Over 2020</u>	<u>Percent</u> <u>Increase</u> <u>(Decrease)</u>
Property taxes	\$ 5,452,575	47.8%	\$(326,066)	(5.6)%
Sales taxes	3,413,723	29.9%	574,122	20.2%
Grant income	774,055	6.8%	459,187	145.8%
Franchise taxes	510,877	4.5%	33,092	6.9%
Licenses, permits and fees	499,138	4.4%	(277,430)	(35.7)%
Charges for services	468,232	4.1%	17,572	3.9%
Fines and forfeitures	207,250	1.8%	15,927	8.3%
Interest income	48,069	0.4%	(244,124)	(83.5)%
Proceeds from sale of assets	24,576	0.2%	(16,545)	(40.2)%
Contributions			(5)	(100)%
Other income	<u>17,372</u>	<u>0.1%</u>	<u>(14,251)</u>	<u>(45.1)%</u>
Total	<u>\$11,415,867</u>	<u>100%</u>	<u>\$ 221,479</u>	<u>2.0%</u>

GENERAL FUND BUDGETARY HIGHLIGHTS

The original adopted General Fund budget for fiscal year September 30, 2021, totaled \$7,531,577. This was an increase of \$346,733 over the prior year budget. A budgeted increase in property taxes and sales tax revenue were the primary drivers in the revenue increase. The increase in budgeted revenue was to support the net effect of salary increases, adjustments and incentives. Full benefits for the additional positions are offset by decreases in contracted services.

The General Fund adopted budget was amended during the 2021 fiscal year. The amendments increased the budget by \$114,500. The first amendment transferred prior year surplus funds in the amount of \$114,500 for city engineer, contract labor, and legal expenditures. The second amendment transferred unused construction contracted funds to be used for equipment.

The increase in sales tax revenue is attributed to a continued increase in sales experienced by commercial establishments in the Town's taxing jurisdiction. In addition, the increase in grant income is due to increased expenditures under the CARES grant.

The Town's annual budget reflects the financial commitment to services and improvements by the governing body. As such, budget performance at the end of the fiscal year may be used as an indicator of the Town's progress toward stated goals and objectives. During fiscal year 2021, the Town expended \$707,516 less than budgeted in the General Fund.

Final Budget Versus Actual Results General Fund

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	Variance Favorable (Unfavorable)
Revenues/inflows:				
Property taxes	\$3,771,395	\$3,771,395	\$3,551,606	\$(219,789)
Sales taxes	1,894,710	1,894,710	2,288,601	393,891
Franchise taxes	510,906	510,906	510,877	(29)
Licenses, permits and fees	569,200	569,200	499,138	(70,062)
Charges for services	468,232	468,232	468,232	
Fines and forfeitures	241,687	241,687	207,250	(34,437)
Proceeds from sale of assets			24,576	24,576
Interest income	60,000	60,000	22,246	(37,754)
Other income	15,447	15,447	13,691	(1,756)
Prior year surplus		<u>114,500</u>		<u>(114,500)</u>
Total revenues	<u>\$7,531,577</u>	<u>\$7,646,077</u>	<u>\$7,586,217</u>	<u>\$ (59,860)</u>

GENERAL FUND BUDGETARY HIGHLIGHTS (Continued)

**Final Budget Versus Actual Results
General Fund (Continued)**

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>
Expenditures/outflows:				
Public safety - police	\$2,072,495	\$1,995,611	\$1,955,596	\$ 40,015
Public safety - dispatch	871,580	871,580	820,770	50,810
General government	688,485	682,298	645,546	36,752
Community development	446,579	446,579	436,057	10,522
Finance	436,519	441,281	427,566	13,715
Planning	329,315	443,815	389,592	54,223
Public services	570,315	570,315	379,800	190,515
Parks and recreation	469,001	431,801	323,573	108,228
Building services	386,351	386,351	317,566	68,785
Information technology	324,749	324,749	311,224	13,525
Municipal court	302,388	297,626	227,697	69,929
Code enforcement	232,830	232,830	197,669	35,161
Capital outlay	106,932	198,703	186,046	12,657
Debt service	162,878	162,878	167,729	(4,851)
Storm water	53,400	81,900	79,860	2,040
Executive	<u>47,260</u>	<u>47,260</u>	<u>41,770</u>	<u>5,490</u>
Total expenditures	<u>\$7,501,077</u>	<u>\$7,615,577</u>	<u>\$6,908,061</u>	<u>\$707,516</u>

CAPITAL ASSETS

The Town's financial statements present capital assets in two categories: those assets subject to depreciation (such as buildings and equipment) and those not subject to depreciation (such as land and construction in progress).

The Town's investment in capital assets for its governmental activities was \$47,328,733 net of accumulated depreciation. Major capital asset events during the current fiscal year included the following:

- The Town's investment in machinery and equipment increased by approximately \$370,114 primarily due to equipment used for street maintenance.
- The Town's investment in infrastructure increased by \$1,517,087, of which an increase of \$1,411,707 represents the cost of Horizon Mesa Park Improvements project and an increase of \$105,380 represents the cost of the Ryderwood Street Connection project.

CAPITAL ASSETS (Continued)

Capital assets held by the Town are summarized as follows:

Capital assets, net of accumulated depreciation

	<u>09/30/21</u>	<u>09/30/20</u>
Land	\$ 876,527	\$ 876,527
Building and improvements	399,739	440,200
Equipment	1,127,087	1,166,465
Infrastructure	38,483,816	39,035,475
Intangibles	240,446	266,417
Construction in progress	<u>6,201,118</u>	<u>5,284,296</u>
Total capital assets, net	<u>\$47,328,733</u>	<u>\$47,069,380</u>

Additional information on the Town's capital assets can be found in the notes to the financial statements on Pages 42 and 43.

LONG-TERM DEBT

At the end of the fiscal year, the Town had long-term debt outstanding in the amount of \$31,836,344. The Town's debt is composed of general obligation bonds, an intergovernmental payable, accrued compensated absences, net pension liability and other post-employment benefit liability at September 30, 2021. The following table shows the change in long-term debt from 2020 to 2021:

Long-Term Debt Year Ended September 30,

	<u>2021</u>	<u>2020</u>	<u>Change</u>
Bonds payable (direct placement)	\$24,080,000	\$24,920,000	\$(840,000)
Bond premium	1,663,642	1,744,269	(80,627)
Intergovernmental payable (direct borrowing)	3,792,480	3,792,480	
Capital lease obligations	430,140	541,948	(111,808)
Compensated absences	303,850	252,775	51,075
Net pension liability	1,494,640	1,492,858	1,782
Other post-employment benefit liability	<u>71,592</u>	<u>46,438</u>	<u>25,154</u>
Total	<u>\$31,836,344</u>	<u>\$32,790,768</u>	<u>\$(954,424)</u>

More detailed information about the Town's long-term liabilities is presented in the notes to the financial statements on Pages 43 through 48 of this report.

ECONOMIC FACTORS AND FUTURE PLANS

The Town's financial health remains good with sufficient resources to continue the current level of service delivery. Improvements to the accounting system and continuing changes to the Town's internal fiscal policies and procedures will further enhance the Town's ability to monitor revenues and expenditures, as well as promote greater management oversight and control.

Continuing financial growth is projected. The Town enjoys steady growth and development in what was primarily a retirement community. With the continued development of commercial establishments and housing and construction and reconstruction of public infrastructure, the property tax base will continue to increase. Increases in housing units will bring new families to the Town and a concurrent increase in sales by local vendors and thus, will increase the sales and franchise tax rebates to the Town. The continuing growth of these two income streams will ensure that the Town remains on firm financial ground for the foreseeable future.

The Town has adopted a three-year 2020-2022 Capital Improvement Plan ("CIP") that focuses on the construction, reconstruction, and repair of public infrastructure. The projects will be funded by various sources that include the Town's Transportation Reinvestment Zone, the State's Surface Transportation Program, and Certificates of Obligation (CO's); with most of the projects being funded by the issuance of the CO's. Through implementation of the CIP, the Town is looking to stimulate growth and expansion in its commercial and industrial sectors to help diversify its tax base, while providing its citizens with proper roadway and drainage improvements.

REQUESTS FOR INFORMATION

Questions concerning this analysis, or the financial statements should be directed to the City Clerk, at 915-852-1046 or by mail to: Town of Horizon City, Texas, Attn: City Clerk, 14999 Darrington, Horizon City, Texas 79928.



Honorable Mayor Ruben Mendoza
Town of Horizon City, Texas

INDEPENDENT AUDITORS' REPORT

To Honorable Mayor Ruben Mendoza
and Members of Town Council
Town of Horizon City, Texas

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Town of Horizon City, Texas ("the Town") as of and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise Town of Horizon City, Texas' basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

To Honorable Mayor Ruben Mendoza
and Members of Town Council
Town of Horizon City, Texas

Auditors' Responsibility (Continued)

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of Town of Horizon City, Texas, as of September 30, 2021, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, pension related information and other post-employment benefit related information on Pages 1 through 14 and 71 through 84 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

(Continued)

To Honorable Mayor Ruben Mendoza
and Members of Town Council
Town of Horizon City, Texas

Other Matters (Continued)

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Town of Horizon City, Texas' basic financial statements. The combining aggregate non-major fund financial statements on Pages 85 and 86 are presented for purposes of additional analysis and are not a required part of the basic financial statements. The combining aggregate non-major fund financial statements are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining aggregate non-major fund financial statements are fairly stated in all material respects in relation to the basic financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated April 12, 2022, on our consideration of Town of Horizon City, Texas' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Town of Horizon City, Texas' internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Town of Horizon City, Texas' internal control over financial reporting and compliance.

SBNG, PC

El Paso, Texas
April 12, 2022

TOWN OF HORIZON CITY, TEXAS

STATEMENT OF NET POSITION

September 30, 2021

<u>ASSETS</u>	Governmental <u>Activities</u>
Cash and cash equivalents	\$ 19,355,452
Investments	1,119,001
Taxes receivable	346,957
Grants receivable	248,003
Other receivables, net	7,743
Prepaid expenses	67,129
Other assets	7,512
Non-depreciable capital assets	7,077,645
Depreciable capital assets, net of accumulated depreciation	<u>40,251,088</u>
Total assets	<u>68,480,530</u>
 <u>DEFERRED OUTFLOWS OF RESOURCES</u>	
Deferred outflows of resources related to pension	159,282
Deferred outflows of resources related to other post-employment benefit obligation	<u>21,404</u>
Total deferred outflows of resources	<u>180,686</u>

(Continued)

TOWN OF HORIZON CITY, TEXAS

STATEMENT OF NET POSITION
(CONTINUED)

September 30, 2021

<u>LIABILITIES</u>	<u>Governmental Activities</u>
Accounts payable	\$ 1,120,383
Accrued liabilities	479,378
Due within one year:	
Bonds payable	885,000
Capital leases	133,737
Deferred revenues	98,904
Compensated absences	30,250
Due in more than one year:	
Bonds payable, net	24,858,642
Intergovernmental payable	3,792,480
Capital leases	296,403
Compensated absences	273,600
Net pension liability	1,494,640
Other post-employment benefit liability	<u>71,592</u>
Total liabilities	<u>33,535,009</u>

DEFERRED INFLOWS OF RESOURCES

Deferred inflows of resources related to pension	66,040
Deferred inflows of resources related to other post-employment benefit obligation	<u>6,267</u>
Total deferred inflows of resources	<u>72,307</u>

NET POSITION

Net position:	
Invested in capital assets, net of related debt	27,751,717
Restricted for State mandated funds	471,017
Unrestricted	<u>6,831,166</u>
Total net position	<u>\$ 35,053,900</u>

The accompanying notes are an integral
part of these financial statements.

TOWN OF HORIZON CITY, TEXAS

STATEMENT OF ACTIVITIES

Year Ended September 30, 2021

<u>FUNCTIONS/PROGRAMS</u>	<u>Direct Expenses</u>	<u>Program Revenues</u>		<u>Net Revenue (Expenses) and Changes in Net Position</u>
		<u>Charges for Services, Fees, Fines and Forfeitures</u>	<u>Operating Grants and Contributions</u>	<u>Governmental Activities</u>
Primary government:				
Public safety - police	\$ 2,360,257	\$ 468,232	\$ 774,055	\$ (1,117,970)
Community development	2,374,273			(2,374,273)
General government	1,326,482	499,222		(827,260)
Interest on long-term debt	1,096,750			(1,096,750)
Public safety - dispatch	824,190			(824,190)
Public services	624,085			(624,085)
Planning	537,074			(537,074)
Finance	437,846			(437,846)
Parks and recreation	425,848			(425,848)
Building services	342,664			(342,664)
Information technology	332,962			(332,962)
Municipal court	240,712	207,166		(33,546)
Storm water	226,180			(226,180)
Code enforcement	218,278			(218,278)
Executive	<u>41,770</u>			<u>(41,770)</u>
Total governmental activities	<u>\$ 11,409,371</u>	<u>\$ 1,174,620</u>	<u>\$ 774,055</u>	<u>(9,460,696)</u>
		General revenues:		
		Property taxes		5,445,896
		Sales taxes		3,413,723
		Franchise taxes		510,877
		Interest income		48,069
		Proceeds from sale of assets		24,576
		Miscellaneous income		<u>17,372</u>
		Total general revenues		<u>9,460,513</u>
		Change in net position		(183)
		Net position, beginning of year		<u>35,054,083</u>
		Net position, end of year		<u>\$ 35,053,900</u>

The accompanying notes are an integral part of these financial statements.

TOWN OF HORIZON CITY, TEXAS
BALANCE SHEET - GOVERNMENTAL FUNDS

September 30, 2021

	General Fund	Special Revenue Fund - Federal Grants	Special Revenue Fund - State and Local Grants	Street Maintenance Fund	Debt Service Fund	Economic Development Fund	Capital Improvements Fund	Aggregate Non-Major Funds	Total Governmental Funds
<u>ASSETS</u>									
Cash and cash equivalents, non-pooled	\$ 894,430					\$ 1,265,520	\$ 10,916,184	\$ 3,390	\$ 13,079,524
Pooled cash and cash equivalents	4,211,723	98,414	(234,816)	2,182,046	89			18,472	6,275,928
Investments	317,305					600,892			918,197
Pooled investments				36,974	106,666			57,164	200,804
Taxes receivable	245,103				100,798			1,056	346,957
Due from other funds					43,817				43,817
Grants receivable		4,121	243,882						248,003
Other receivables, net	7,743								7,743
Other assets						3,500	4,012		7,512
Prepaid expenses	67,129								67,129
Total assets	<u>\$ 5,743,433</u>	<u>\$ 102,535</u>	<u>\$ 9,066</u>	<u>\$ 2,219,020</u>	<u>\$ 251,370</u>	<u>\$ 1,869,912</u>	<u>\$ 10,920,196</u>	<u>\$ 80,082</u>	<u>\$ 21,195,614</u>
<u>LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES</u>									
Liabilities:									
Accounts payable	\$ 427,779		\$ 8,841	\$ 122,911		\$ 29,902	\$ 530,950		\$ 1,120,383
Accrued liabilities	277,296	3,631				10,348			291,275
Unearned revenue		98,904							98,904
Due to other funds	43,817								43,817
Total liabilities	<u>748,892</u>	<u>102,535</u>	<u>8,841</u>	<u>122,911</u>		<u>40,250</u>	<u>530,950</u>		<u>1,554,379</u>
Deferred inflows of resources:									
Deferred property taxes	88,341				30,033			1,056	119,430
Total deferred inflows of resources	<u>88,341</u>				<u>30,033</u>			<u>1,056</u>	<u>119,430</u>
Fund balances:									
Nonspendable	67,129								67,129
Restricted	470,792		225						471,017
Committed	955,946			2,096,109		1,829,662	10,389,246	79,026	15,349,989
Unassigned	3,412,333				221,337				3,633,670
Total fund balances	<u>4,906,200</u>		<u>225</u>	<u>2,096,109</u>	<u>221,337</u>	<u>1,829,662</u>	<u>10,389,246</u>	<u>79,026</u>	<u>19,521,805</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 5,743,433</u>	<u>\$ 102,535</u>	<u>\$ 9,066</u>	<u>\$ 2,219,020</u>	<u>\$ 251,370</u>	<u>\$ 1,869,912</u>	<u>\$ 10,920,196</u>	<u>\$ 80,082</u>	<u>\$ 21,195,614</u>

The accompanying notes are an integral
part of these financial statements.

TOWN OF HORIZON CITY, TEXAS

**RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL
FUNDS TO THE STATEMENT OF NET POSITION**

Year Ended September 30, 2021

Total fund balances of governmental funds in the balance sheet \$ 19,521,805

Amounts reported in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the governmental funds:

Governmental capital assets	57,510,185	
Accumulated depreciation	<u>(10,181,452)</u>	47,328,733

Pension related deferred inflows and outflows are not due and payable in the current period, and are not available to pay current period expenditures, therefore, are not reported in the governmental funds:

Deferred outflows of resources related to pension	159,282
Deferred outflows of resources related to other post-employment benefit obligation	21,404
Deferred inflows of resources related to pension	(66,040)
Deferred inflows of resources related to other post-employment benefit obligation	(6,267)

Certain property tax revenues will be collected after year-end but are not available soon enough to pay for the current period expenditures and, therefore, are deferred on the modified accrual basis in governmental funds:

Deferred property taxes	119,430
-------------------------	---------

Net pension liability represents pension liabilities in excess of total pension assets, which are not available to pay current period expenditures and, therefore, excluded from the governmental funds:

Net pension liability	(1,494,640)
Other post-employment benefit liability	(71,592)

Some liabilities applicable to the Town's governmental activity are not due and payable in the current period and, accordingly, are not reported as fund liabilities. All liabilities, both current and long-term, are reported in the statement of net position:

Capital leases	(430,140)
Bonds payable	(25,743,642)
Intergovernmental payable	(3,792,480)
Compensated absences	(303,850)
Accrued interest	<u>(188,103)</u>
	<u>(30,458,215)</u>

Total net position of governmental activities \$ 35,053,900

The accompanying notes are an integral part
of these financial statements.

TOWN OF HORIZON CITY, TEXAS

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS

Year Ended September 30, 2021

	<u>General Fund</u>	<u>Special Revenue Fund - Federal Grants</u>	<u>Special Revenue Fund - State and Local Grants</u>	<u>Street Maintenance Fund</u>	<u>Debt Service Fund</u>	<u>Economic Development Fund</u>	<u>Capital Improvements Fund</u>	<u>Aggregate Non-Major Funds</u>	<u>Total Governmental Funds</u>
<u>REVENUES</u>									
Property taxes	\$ 3,551,606	\$	\$	\$	\$ 1,744,220	\$	\$	\$ 156,749	\$ 5,452,575
Sales taxes	2,288,601			562,561		562,561			3,413,723
Licenses, permits and fees	499,138								499,138
Franchise taxes	510,877								510,877
Charges for services	468,232								468,232
Federal and state grants		50,130	723,925						774,055
Interest income	22,246			913	8,864	1,023	14,995	28	48,069
Fines and forfeitures	207,250								207,250
Proceeds from sale of assets	24,576								24,576
Other income	13,691					2,501		1,180	17,372
Total revenues	<u>7,586,217</u>	<u>50,130</u>	<u>723,925</u>	<u>563,474</u>	<u>1,753,084</u>	<u>566,085</u>	<u>14,995</u>	<u>157,957</u>	<u>11,415,867</u>
<u>EXPENDITURES</u>									
Public safety - police	1,955,596	31,730	93,952					12,500	2,093,778
General government	645,546		229,034			318,457			1,193,037
Public safety - dispatch	820,770		6,336						827,106
Public services	379,800		235,388						615,188
Planning	389,592		10,831				111,652		512,075
Community development	436,057		12,894	43,160			7,037		499,148
Finance	427,566		8,236		2,894				438,696
Parks and recreation	323,573								323,573
Building services	317,566		5,773						323,339
Information technology	311,224		10,990						322,214

(Continued)

TOWN OF HORIZON CITY, TEXAS

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
(CONTINUED)

Year Ended September 30, 2021

	<u>General Fund</u>	<u>Special Revenue Fund - Federal Grants</u>	<u>Special Revenue Fund - State and Local Grants</u>	<u>Street Maintenance Fund</u>	<u>Debt Service Fund</u>	<u>Economic Development Fund</u>	<u>Capital Improvements Fund</u>	<u>Aggregate Non-Major Funds</u>	<u>Total Governmental Funds</u>
<u>EXPENDITURES (Continued)</u>									
Municipal court	\$ 227,697	\$	\$ 8,997	\$	\$	\$	\$	\$	\$ 236,694
Code enforcement	197,669		5,326						202,995
Storm water	79,860								79,860
Executive	41,770								41,770
Debt service:									
Principal	124,955				840,000				964,955
Interest	42,774				1,010,125			149,326	1,202,225
Capital outlay	<u>186,046</u>	<u>18,400</u>	<u>95,943</u>	<u>130,319</u>		<u>2,900</u>	<u>2,376,381</u>		<u>2,809,989</u>
Total expenditures	<u>6,908,061</u>	<u>50,130</u>	<u>723,700</u>	<u>173,479</u>	<u>1,853,019</u>	<u>321,357</u>	<u>2,495,070</u>	<u>161,826</u>	<u>12,686,642</u>
Excess (deficit) of revenues over (under) expenditures	<u>678,156</u>		<u>225</u>	<u>389,995</u>	<u>(99,935)</u>	<u>244,728</u>	<u>(2,480,075)</u>	<u>(3,869)</u>	<u>(1,270,775)</u>

(Continued)

TOWN OF HORIZON CITY, TEXAS

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
(CONTINUED)

Year Ended September 30, 2021

	<u>General Fund</u>	<u>Special Revenue Fund - Federal Grants</u>	<u>Special Revenue Fund - State and Local Grants</u>	<u>Street Maintenance Fund</u>	<u>Debt Service Fund</u>	<u>Economic Development Fund</u>	<u>Capital Improvements Fund</u>	<u>Aggregate Non-Major Funds</u>	<u>Total Governmental Funds</u>
Other financing sources (uses):									
Proceeds from capital leases	\$ 13,147	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ 13,147
Total other financing sources	<u>13,147</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>13,147</u>
Net change in fund balance	691,303		225	389,995	(99,935)	244,728	(2,480,075)	(3,869)	(1,257,628)
Fund balance, beginning of the year	<u>4,214,897</u>	<u>_____</u>	<u>_____</u>	<u>1,706,114</u>	<u>321,272</u>	<u>1,584,934</u>	<u>12,869,321</u>	<u>82,895</u>	<u>20,779,433</u>
Fund balance, end of the year	<u>\$ 4,906,200</u>	<u>\$ _____</u>	<u>\$ 225</u>	<u>\$ 2,096,109</u>	<u>\$ 221,337</u>	<u>\$ 1,829,662</u>	<u>\$ 10,389,246</u>	<u>\$ 79,026</u>	<u>\$ 19,521,805</u>

The accompanying notes are an integral
part of these financial statements.

TOWN OF HORIZON CITY, TEXAS

**RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE
STATEMENT OF ACTIVITIES**

Year Ended September 30, 2021

Net change in fund balances – total governmental funds		\$ (1,257,628)
Amounts reported in the statement of activities are different because:		
Governmental funds report capital outlays as expenditures; however, in the government-wide statements, the cost of those assets are depreciated over their estimated useful lives:		
Capital outlay	2,809,989	
Depreciation expense	<u>(2,550,636)</u>	259,353
Because some property taxes will not be collected for several months after the Town’s fiscal year ends, they are not considered “available” revenues in the governmental funds. They are, however, recorded as revenues in the statement of activities.		
Change in deferred property taxes		(6,679)
The proceeds from intergovernmental payables provide current financial resources to governmental funds, but issuing debt increases long-term liabilities in the statement of net position.		
Capital leases		(13,147)
Payment of principal on bonds and amortization of bond premiums is an expenditure in the governmental funds but the principal payment reduces long-term liabilities in the statement of net position and interest expense in the statement of activities is reduced by bond premium amortization. Amortization for the current year amounted to \$80,627.		
		920,627
Payment of principal on capital leases is an expenditure in the governmental funds but the payment reduces long-term liabilities in the statement of net position.		
		124,955
Certain items reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in the governmental funds:		
Change in pension liability	(1,782)	
Change in other post-employment benefit liability	(25,154)	
Change in accrued interest payable	24,848	
Change in compensated absences payable	(51,075)	
Change in deferred inflows related to pension	5,208	
Change in deferred inflows related to other post-employment benefits	683	
Change in deferred outflows related to other post-employment benefits	11,197	
Change in deferred outflows related to pension	<u>8,411</u>	<u>(27,664)</u>
Change in net position of governmental activities		<u>\$ (183)</u>

The accompanying notes are an integral
part of these financial statements.

TOWN OF HORIZON CITY, TEXAS

NOTES TO FINANCIAL STATEMENTS

ORGANIZATION AND OPERATIONS

The Town of Horizon City, Texas, (“the Town”) operates under a Council-Mayor form of government. The Mayor and all council members are elected at large. The Town provides general administrative services, public safety, streets and roads maintenance, public service, municipal court, and community development. The Town’s Council (“the Council”) is responsible for legislative and fiscal control of the Town.

The accounting and reporting framework and the more significant accounting principles and practices of the Town of Horizon City, Texas are discussed in subsequent sections of the notes to the financial statements. The remainder of the notes to the financial statements are organized to provide explanations including required disclosures of the Town’s financial activities for the fiscal year ended September 30, 2021.

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Reporting Entity – As required by generally accepted accounting principles, these financial statements present the activities of the Town, its component units, and fiduciary activities. All activities of the Town are governmental in nature and are financed through taxes and other non-exchange transactions. Component units are legally separate organizations for which the Town is financially accountable or other organizations whose nature and significant relationship with the Town are such that exclusion would cause the Town’s financial statements to be misleading. Financial accountability is defined as the appointment of a voting majority of the component unit’s board, and (i) either the Town’s ability to direct the Organization or (ii) the potential for the Organization to provide a financial benefit to or impose a financial burden on the Town.

Blended component units, although legally separate entities are, in substance, part of the Town’s operations. Accordingly, data from these units are combined with data of the primary government. The discretely presented component unit, on the other hand, is reported in a separate column in the government-wide financial statements to emphasize it is legally separate from the government. Further, the Town is not aware of any entity which would consider itself to be a discrete component unit of the Town.

(Continued)

TOWN OF HORIZON CITY, TEXAS
NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Blended Component Units –

Town of Horizon City Type 4B Economic Development Corporation (“EDC”) – Established to promote economic development activities within the Town of Horizon City, Texas to eliminate unemployment, encourage public welfare and develop projects of public interest related to sports, culture, tourism, amusement and commerce. The Corporation was established in 2011 and receives 0.25% of sales taxes collected by the Town, as designated by Council Ordinance. The Corporation is reported as a blended component unit as its governing body is appointed by the Town’s Council and the Council has authority to make final approval of the Corporation’s budget. In addition, the Town acts as a fiscal agent and is responsible for monitoring the Corporation’s finances. The Corporation’s activities are reported in the Town’s governmental activities as a special revenue fund. Separate financial statements are not prepared for the Corporation. The Corporation’s fiscal year ends on September 30.

Government-Wide and Fund Financial Statements – The government-wide financial statements (the statement of net position and the statement of activities) report information on all activities of the Town. The statement of activities demonstrates the degree to which the direct expenses of a given function or program are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or program, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or program. Taxes and other items not included among program revenues are reported instead as general revenue.

The Town has seven major governmental funds. Aggregate non-major governmental funds are reported as a separate column in the fund financial statements.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation – The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, generally including the reclassification or elimination of internal activity (between or within funds). Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met. Property tax revenues are recognized in the year for which they are levied.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the Town considers revenues to be available if they are collected within 60 days of the end of the current fiscal year.

(Continued)

TOWN OF HORIZON CITY, TEXAS

**NOTES TO FINANCIAL STATEMENTS
(CONTINUED)**

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus, Basis of Accounting, and Financial Statement Presentation (Continued) – Expenditures are generally recognized under the modified accrual basis of accounting when the related liability is incurred. Exceptions to this general rule include principal and interest on general long-term debt, which is recognized when due.

Grants and entitlements and interest associated with the current fiscal period are all considered susceptible to accrual and have been recognized as revenues of the current fiscal period. All other revenue items are considered measurable and available only when the Town receives cash.

In addition to assets and liabilities, the government fund balance sheet and the government-wide statement of net position may report separate sections of deferred outflows of resources and deferred inflows of resources. Accounting policies regarding deferred outflows and inflows of resources are explained on Page 34.

Fund Accounting – The Town’s accounting system is operated on a fund basis. A fund is an independent fiscal and accounting entity with a self-balancing set of accounts for recording its assets, liabilities, revenues, expenditures, and fund balances. The various funds are for the purpose of carrying on specific activities or to obtain certain objectives. The various funds are grouped by type in the financial statements.

The Town reports the following major governmental funds:

General Fund – The General Fund is the primary operating fund of the Town. It is used to account for all financial resources of the general government, except those accounted for in another fund.

Special Revenue Fund – Federal Grants – This Special Revenue Fund is used to account for the expenditures of federal awards that have been restricted for use in public safety. Grant revenue is recognized when compliance with the various contract requirements is achieved.

Special Revenue Fund - State and Local Grants – This Special Revenue Fund is used to account for the expenditures of state and local awards that have been restricted for use in public safety and other emergency spending. Grant revenue is recognized when compliance with the various contract requirements is achieved.

Special Revenue Fund - Street Maintenance – This Special Revenue Fund is used to account for the expenditures of sales taxes reserved for maintaining existing streets. The Fund receives 0.25% of sales tax revenue every year as determined by voter referendum.

Debt Service Fund – This fund accounts for the accumulation of financial resources for the payment of principal and interest on the Town’s general obligation debt.

(Continued)

TOWN OF HORIZON CITY, TEXAS
NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Fund Accounting (Continued) –

Special Revenue Fund - Economic Development – This Special Revenue Fund is used to account for the expenditures of sales taxes reserved for fostering economic growth in the Town. The Fund receives 0.25% of sales tax revenue every year as determined by voter referendum. Expenditures for economic growth are determined by the Economic Development Corporation, a blended component unit of the Town, and approved by the Town Council.

Capital Improvements Fund – This fund accounts for the capital expenditures of 2014 and 2019 Combination Tax and Revenue Certificates of Obligation proceeds designated for use in infrastructure and commercial development projects.

Additionally, the Town reports the following non-major governmental funds:

Special Revenue Fund – Special Events – This Special Revenue Fund is used to account for donations committed for environment work and other special events.

Special Revenue Fund - Transportation Reinvestment Zone – This Special Revenue Fund is used to account for tax revenues generated from the incremental tax values on the Transportation Reinvestment Zone #2 created by Town Ordinance pursuant to Section 222.106 of the Texas Transportation Code (“Municipal TRZ Act”). TRZ #2 Revenues are restricted for the financing of the Eastlake Blvd. Expansion Project.

Special Revenue Fund – Tax Increment Reinvestment Zone – This Special Revenue Fund is used to account for tax revenues generated from the incremental tax values on the Tax Increment Reinvestment Zone #1 created by Town Ordinance pursuant to Chapter 311 of the Texas Tax Code. TIRZ #1 revenues are restricted to foster development in the zone.

Private sector standards of accounting and financial reporting issued prior to December 1, 1989, generally are followed in the government-wide financial statements to the extent that those standards do not conflict with or contradict current guidance of the Governmental Accounting Standards Board.

As a general rule, the effect of the interfund activity has been eliminated from the government-wide financial statements. Amounts reported as program revenues include 1) charges to customers or applicants for goods, services, or privileges provided, and fines and forfeitures, 2) operating grants and contributions, and 3) capital grants and contributions. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include all taxes.

(Continued)

TOWN OF HORIZON CITY, TEXAS
NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Fiduciary Activities – Effective October 1, 2020, the Town has adopted GASBS No. 84, “*Fiduciary Activities*.” The standard establishes guidance regarding what constitutes fiduciary activities for accounting and financial reporting purposes, the recognition of liabilities to beneficiaries, and how fiduciary activities should be reported. Management has evaluated the criteria established by GASBS No. 84 and has not identified any activities or assets that would require to be reported as fiduciary activities as defined by GASBS No. 84.

Revenues – Exchange and Non-Exchange Transactions – Revenue resulting from exchange transactions, in which each party gives and receives essentially equal value, is recorded on the accrual basis when the exchange takes place. On a modified accrual basis, revenue is recorded in the fiscal year in which the resources are measurable and become available. Available means that the resources will be collected within the current fiscal year or are expected to be collected soon enough thereafter to be used to pay liabilities of the current fiscal year. For the Town, available means expected to be received within 60 days of fiscal year-end. Under the modified accrual basis, interest and charges for services are considered to be both measurable and available at fiscal year-end.

Non-exchange transactions, in which the Town receives value without directly giving value in return, include grants and donations. On an accrual basis, revenue from grants and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied. Eligibility requirements include timing requirements, which specify the year when the resources are required to be used or the fiscal year when use is first permitted; matching requirements, in which the Town must provide local resources to be used for a specific purpose; and expenditure requirements, in which the resources are provided to the Town on a reimbursement basis. On a modified accrual basis, revenue from non-exchange transactions must be available before it can be recognized.

Expenses/Expenditures – On an accrual basis of accounting, expenses are recognized at the time they are incurred. The measurement focus of governmental fund accounting is on decreases in net financial resources (expenditures) rather than expenses. Expenditures are generally recognized in the accounting period in which the related fund liability is incurred, if measurable.

Budgets and Budgetary Accounting – The Town is required by the Texas Constitution to adopt an annual balanced budget. The Town Council officially adopts the annual budget ordinance and all project ordinances and has the authority to amend such ordinances. All budgets are prepared on the budgetary basis of accounting as required by Texas law.

(Continued)

TOWN OF HORIZON CITY, TEXAS
NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Cash and Cash Equivalents and Investments – Funds on deposit were maintained in interest bearing accounts and secured at the balance sheet date by the Federal Deposit Insurance Corporation and U.S. Government Securities.

The Town maintains and controls one major cash pool and one investment pool. The balance and activity in the cash pool and investment pool is allocated to each individual fund of the Town. In addition, the Town holds non-pooled cash and investment accounts discretely presented in separate funds.

Statutes authorize the Town to invest in Certificates of Deposit, repurchase agreements, passbook, bankers' acceptances, and other available bank investments, provided that approved securities are pledged in an amount equal to the amount of funds on deposit.

For presentation in the financial statements, investments with an original maturity of three months or less at the time they are purchased by the Town, are considered to be cash equivalents. Investments with an original maturity of more than three months are reported as investments. Investments are recorded at fair value, which is based on quoted market prices.

Property Tax Calendar – The Town is responsible for the assessment, collection, and apportionment of property taxes. The Council levies property taxes on October 1. The certified tax roll from El Paso Central Appraisal District reflected an adjusted taxable value of \$964,668,961 for the year ended September 30, 2021. Taxes are due upon receipt of the tax bill and are delinquent if not paid by January 31 of the year following in which levied. On January 1 of each year, a tax lien attaches to property to secure the payment of tax revenues, penalties and interest ultimately imposed. Property tax revenues are considered available when they become due or past due and receivable in the current period. The Town's 2020-2021 tax rate was \$.602607, per \$100 of assessed valuation. The Town incurred expenditures of \$64,404 for the services provided by El Paso Central Appraisal District for the year ended September 30, 2021.

Grants and Contracts Receivable – Grants and contracts receivable are stated at net realizable value. In determining whether to record an allowance for doubtful accounts, management makes a judgmental determination based on an evaluation of the facts and circumstances related to each account. On September 30, 2021, management determined all outstanding grants and contracts receivable to be fully collectable. Accordingly, no grants and contracts receivable allowance has been established.

Capital Assets – General capital assets generally result from expenditures in the governmental funds. These assets are reported in the governmental activities column of the government-wide statement of net position but are not reported in the fund financial statements.

(Continued)

TOWN OF HORIZON CITY, TEXAS
NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Capital Assets (Continued) – All capital assets are recorded at cost (or estimated historical cost) if purchased or constructed and updated for additions and retirements during the year. Donated capital assets are recorded at estimated fair market value at the date of the donation. The Town maintains a capitalization threshold of \$2,500. The Town maintains infrastructure asset records consistent with all other capital assets. Infrastructure is capitalized upon completion of construction. Improvements are also capitalized. The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend the asset’s life are not capitalized. When capital assets are disposed of, the cost and applicable accumulated depreciation are removed from the respective accounts, and the resulting gain or loss is recorded in operations.

Depreciation is determined using the straight-line method over the estimated useful lives of the capital assets.

Estimated useful lives, in years, for depreciable assets are as follows:

Buildings and improvements	40
Machinery and equipment	7
Office furniture and equipment	5-7
Infrastructure	25

Compensated Absences – The Town’s regular employees are granted compensated absence pay in varying amounts based on length of service. Earned compensated absences may be carried over up to a specified number of hours. Compensated absences are reported as accrued liabilities in the government-wide financial statements. Governmental funds report only compensated absences payable to currently terminating employees which are included in wages and benefits payable.

Pension – For purposes of measuring the net pension liability and other post-employment benefits liability, deferred outflows of resources and deferred inflows of resources related to pensions, pension expense and other post-employment benefit expenses, information about the fiduciary net position of the Texas Municipal Retirement System Insurance Plan (“TMRS”) and additions to/deductions from TMRS's fiduciary net position have been determined on the same basis as they are reported by TMRS, on the economic resources measurement focus and accrual basis of accounting. For this purpose, plan contributions are recognized in the period that compensation is reported for the employee, which is when contributions are legally due. Benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. Investments related to benefit plans are reported at fair value.

(Continued)

TOWN OF HORIZON CITY, TEXAS
NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Long-Term Obligations – In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond discounts and premiums are deferred and amortized over the life of the bonds using a method that approximates the effective interest method. Bonds payable are reported net of the applicable bond discounts or premiums. Bond issuance costs, except for prepaid bond insurance, are reported as expenses in the period incurred.

In the fund financial statements, governmental funds recognize bond premiums and discounts, as well as bond issue costs. Bond and other long-term debt proceeds are reported as another financing source net of applicable premium or discount. Issue costs, even if withheld from the actual net proceeds received, are reported as debt service expenditures.

Deferred Outflows of Resources and Deferred Inflows of Resources – Deferred outflows of resources represent a consumption of net position that applies to a future period which will not be recognized as an outflow of resources until that time. Deferred inflows of resources represent an acquisition of net position that applies to a future period which will not be recognized as an inflow of resources until that time. For the year ended September 30, 2021, the Town recognized deferred outflows of resources and deferred inflows of resources on its government-wide financial statements that were related to pension and other post-employment benefit plans. The fund basis financial statements include deferred inflows of resources related to unavailable property tax revenues.

Fund Balance – Beginning with fiscal year 2011, the Town implemented GASB Statement No. 54, “Fund Balance Reporting and Governmental Fund Type Definitions.” This statement provides more clearly defined fund balance categories to make the nature and extent of the constraints placed on a government’s fund balances more transparent. The following classifications describe the relative strength of the spending constraints:

Nonspendable fund balance – amounts that cannot be spent because they are either not in a spendable form (such as inventories and prepaid amounts) or are legally or contractually required to be maintained. On September 30, 2021, nonspendable fund balance consisted of prepaid expenses in the amount of \$67,129.

Restricted fund balance – amounts that can be spent only for specific purposes because of constraints imposed by external providers (such as grantors). Restricted fund balance in the amount of \$471,017 at September 30, 2021 represents amounts mandated by the State of Texas, the detail of which can be found on Page 61.

(Continued)

TOWN OF HORIZON CITY, TEXAS
NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Fund Balance (Continued) –

Committed fund balance – amounts that can be spent only for specific purposes determined by a resolution of the Town Council, the Town’s highest level of decision-making authority. The committed fund balance of \$15,349,989 is composed of funds for street development and maintenance, economic development, and capital improvement, the detail of which can be found on Page 62.

Assigned fund balance – amounts the Town intends to use for specific purposes that do not meet the criteria to be classified as restricted or committed. Amounts may be assigned by Town Council by resolution.

Unassigned fund balance – amounts that are available for any purpose; these amounts are reported in the Town’s General Fund and Debt Service Fund.

Net Position – Net position is displayed in three components:

- 1) Invested in capital assets, net of related debt – consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of borrowings that are attributable to the acquisition, construction, or improvement of those assets.
- 2) Restricted net position – consists of net position with constraints placed on their use either by a) external groups such as creditors, grantors, contributors, or laws and regulations of other governments, or b) law through constitutional provisions or enabling legislation.
- 3) Unrestricted net position – all other net assets that do not meet the definition of "restricted" or "invested in capital assets, net of related debt."

Net Position/Fund Balance Flow Assumptions – The Town may elect to fund outlays for a particular purpose from both restricted and unrestricted resources. To calculate the amounts to report as restricted net position and unrestricted net position in the government-wide financial statements and restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the Town’s policy to consider restricted balances to have been depleted before unrestricted balances are applied.

Internal Balances – Amounts reported in the fund financial statements as interfund receivables, payables, and advances, if any, are eliminated in the government-wide governmental columns of the statement of net position.

(Continued)

TOWN OF HORIZON CITY, TEXAS
NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Estimates – The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates.

Allowance for Doubtful Accounts – Accounts receivable are stated net of an allowance for doubtful accounts. Management periodically evaluates the collectability of its accounts receivable. The allowance for doubtful accounts amounted to \$769 at September 30, 2021.

ACCOUNTING CHANGES

On October 1, 2020, the Town implemented GASB Statement No. 88, “*Certain Disclosures Related to Debt, including Direct Borrowings and Direct Placements.*” The implementation of this Statement did not result in any change in the Town’s financial statements. GASB Statement No. 88 requires that additional essential information related to debt be disclosed in the notes to the financial statements, including unused lines-of-credit; assets pledged as collateral for the debt; and terms specified in debt agreements related to significant events of default with finance-related consequences, significant termination events with finance-related consequences, and significant subjective acceleration clauses. For notes to the financial statements related to debt, this Statement also requires that existing and additional information be provided for direct borrowings and direct placement of debt separately from other debt. Additional information can be found on pages 43 through 48.

On October 1, 2020, the Town implemented GASB Statement No. 84, “*Fiduciary Activities.*” The primary objective of this Statement is to improve guidance regarding the identification of fiduciary activities for accounting and financial reporting purposes and how those activities should be reported. This Statement establishes criteria for identifying fiduciary activities of all state and local governments. The focus of the criteria generally is on (1) whether a government is controlling the assets of the fiduciary activity and (2) the beneficiaries with whom a fiduciary relationship exists. Separate criteria are included to identify fiduciary component units and postemployment benefit arrangements that are fiduciary activities. Management has evaluated the criteria established by GASBS No. 84 and has not identified any activities or assets that would require to be reported as fiduciary activities as defined by GASBS No. 84.

(Continued)

TOWN OF HORIZON CITY, TEXAS
NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

ACCOUNTING CHANGES (Continued)

Concurrently with GASB Statements No. 84, “*Fiduciary Activities*,” the Town implemented GASB Statement No. 97, “*Certain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans*.” The primary objectives of this Statement are to (1) increase consistency and comparability related to the reporting of fiduciary component units in circumstances in which a potential component unit does not have a governing board and the primary government performs duties that a governing board typically would perform; (2) mitigate costs associated with the reporting of certain defined contribution pension plans, defined contribution other postemployment benefit (OPEB) plans, and employee benefit plans other than pension plans or OPEB plans (other employee benefit plans) as fiduciary component units in fiduciary fund financial statements; and (3) enhance the relevance, consistency, and comparability of the accounting and financial reporting for Internal Revenue Code (IRC) Section 457 deferred compensation plans (Section 457 plans) that meet the definition of a pension plan and for benefits provided through those plans.

DEPOSITS AND INVESTMENTS

Cash and Cash Equivalents

At September 30, 2021, the reported amount of the Town’s deposits was \$19,355,452 and the bank balance was \$19,363,569. These deposits are held in deposit accounts, money market funds, and intergovernmental investment pools. Cash held in the Capital Improvement Fund in the amount of \$10,916,184 has been committed through Town Ordinance to be used in infrastructure projects. Cash held in the Economic Development Fund in the amount of \$1,265,520 has been committed through Town Council Ordinance to be used in economic development projects. Cash held in the General Fund totaling \$590,885 has been committed as a stabilization amount through charter requirements. There are other balances other than cash that have been committed through Council Ordinances.

Statutes require the classification of funds held by the Town into three categories:

Category 1 consists of “active” funds – those funds required to be kept in “cash” or “near cash” status for immediate use by the Town. Such funds must be maintained as cash, withdrawable on demand, including negotiable order of withdrawal (NOW) accounts. At September 30, 2021, all deposits held by the Town were classified as Category 1.

Category 2 consists of “inactive” funds – those funds not required for use within the current two-year period of designation of depositories. Inactive funds may be deposited or invested only as certificates of deposit maturing no later than the end of the current period of designation of depositories.

(Continued)

TOWN OF HORIZON CITY, TEXAS
NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

DEPOSITS AND INVESTMENTS (Continued)

Cash and Cash Equivalents (Continued)

Category 3 consists of “interim” funds – those funds not needed for immediate use but needed before the end of the current period of designation of depositories. Interim funds may be invested or deposited in the following securities:

- 1) Commercial paper;
- 2) Bankers’ acceptances;
- 3) Repurchase agreements;
- 4) Certificates of deposit; and
- 5) Obligation of, or Guaranteed by Governmental Agencies, such as letters of credit or direct obligations.

Custodial credit risk for deposits is the risk that in the event of a bank failure, the Town’s deposits may not be returned, or the Town will not be able to recover collateral securities in the possession of an outside party. The Town’s investment policy requires that bank deposits, including certificates of deposits and repurchase agreements, be 100% secured by collateral valued at market less the amount covered by the Federal Deposit Insurance Corporation (FDIC). Collateral agreements must be approved prior to deposit of funds. The Council approves and designates a list of authorized depository institutions based on evaluation of solicited responses and certifications provided by financial institutions and recommendations of an evaluation committee.

In addition, the Town requires that any deposits in intergovernmental investment pools be approved by resolution of the Town Council. Investment pools are also required to meet certain minimum ratings to be monitored on a monthly basis. Any investment pool that fails to meet the minimum required ratings shall be liquidated.

Custodial Credit Risk - Bank deposits were insured by the FDIC up to \$250,000. Money market funds are insured by the SPIC up to \$500,000. The Town has an investment policy which requires collateralization for bank deposits, certificates of deposits, and repurchase agreements. Management evaluates the exposure to credit risk for deposits exceeding the amount insured by the FDIC and SIPC by comparing the amounts of cash on-hand to collateral funds. On September 30, 2021, pledged collateral funds securing the Town’s deposits had a fair market value of \$5,908,142, which exceeded the combined bank balance for WestStar Bank of \$5,790,913.

The Town’s investment policy does not require that deposits held in investment accounts or intergovernmental investment pools be collateralized. On September 30, 2021, cash equivalents held in investment accounts totaling \$7,334,578 were insured by the FDIC up to \$1,247,100. Management does not believe the Town is exposed to any significant credit risk.

(Continued)

TOWN OF HORIZON CITY, TEXAS
NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

DEPOSITS AND INVESTMENTS (Continued)

Cash and Cash Equivalents (Continued)

Intergovernmental Investment Pools - LOGIC is a local government investment pool organized and existing as a business trust under the laws of the State of Texas with all participant funds and all investment assets held and managed in trust by a Board of Trustees for the benefit of the participants. The units in LOGIC have not been registered under the Securities Act of 1933, as amended, or any state securities law. Its general investment objective is safety of principal, liquidity in accordance with the operating requirements of the participants, and a competitive rate of return. The portfolio seeks to maintain a net asset value of \$1.00 per unit and is designed to be used for investment of funds which may be needed at any time. LOGIC's Board of Trustees has determined, in good faith, that it is in the best interests of the portfolio and the unitholders to maintain a stable net asset value of \$1.00 per unit, by virtue of utilization of the amortized cost method which generally approximates the market value of the assets and has been deemed to be a proxy for fair value. The portfolio will continue to use such method only so long as the Board believes that it fairly reflects the market-based net asset value per unit. Units of LOGIC are currently rated "AAAm" by Standard & Poor's. Further information is available at the LOGIC website www.logic.org. The Town held \$6,238,078 in LOGIC at September 30, 2021. The Town's investment policy does not require deposits in intergovernmental investment pools to be collateralized.

Investments

The Town's investments are categorized to give an indication of the level of risk assumed by the Town at fiscal year-end. The categories are described as follows:

- Category A: Insured, registered, or securities held by the Town or its agent in the Town's name.
- Category B: Uninsured and unregistered, with securities held by the counterparty's trust department or agent in the Town's name.
- Category C: Uninsured and unregistered, with securities held by the counterparty, or its trust department or agent, but not in the Town's name.

The investment of surplus funds is governed by a policy of the Town. Investments in collateral mortgage obligations are prohibited. The maximum allowable stated maturity of any authorized investment type cannot exceed two years to maturity.

(Continued)

TOWN OF HORIZON CITY, TEXAS
NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

DEPOSITS AND INVESTMENTS (Continued)

Investments (Continued)

Investments held in the Economic Development Fund in the amount of \$600,892 have been committed through Town Council Ordinance to be used in economic development projects. There are other balances other than investments that have been committed through Council Ordinances.

Investments consist of the following at September 30, 2021:

	<u>Category</u>	<u>Carrying Amount</u>	<u>Fair Value</u>
General Fund	A	\$ 317,305	\$ 317,305
Street Maintenance Fund	A	36,974	36,974
Debt Service Fund	A	106,666	106,666
Economic Development Fund	A	600,892	600,892
Aggregate Non-Major Funds	A	<u>57,164</u>	<u>57,164</u>
Total		<u>\$1,119,001</u>	<u>\$1,119,001</u>

The Town's investments consisted of certificates of deposit with maturities in excess of three months. Investments are reported at fair value which approximates cost. All investments are maintained in two separate financial institutions in the name of the Town. All certificates of deposit are fully insured by the FDIC.

Concentration of Credit Risk - The Town shall not invest more than 50% of its total deposits and investments with a single issuer, except for intergovernmental investment pools. At September 30, 2021, the Town had the following investments in single issuers representing more than five percent of the total investments on-hand (excluding intergovernmental investment pools):

Issuer A	\$ 305,803
Issuer B	200,532
Issuer C	200,274
Issuer D	200,086
Issuer E	<u>212,233</u>
Total	<u>\$1,118,928</u>

(Continued)

TOWN OF HORIZON CITY, TEXAS
NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

PROPERTY TAX AND OTHER RECEIVABLES

Property tax and other receivables consist of the following at September 30, 2021:

	<u>Gross</u>	<u>Allowance for Uncollectible Accounts</u>	<u>Net</u>
Governmental activities:			
Property taxes, current	\$260,355	\$	\$260,355
Property taxes, delinquent	<u>86,602</u>	<u> </u>	<u>86,602</u>
Property taxes, total	346,957		346,957
Other	<u>8,512</u>	<u>(769)</u>	<u>7,743</u>
Total governmental activities	<u>\$355,469</u>	<u>\$(769)</u>	<u>\$354,700</u>

GRANTS RECEIVABLE

Grants receivable arise from amounts due to the Town from granting agencies for allowable expenditures not reimbursed at year-end. Grants receivable consisted of the following at September 30, 2021:

CARES	\$234,471
Border Star	9,411
Stone Garden	<u>4,121</u>
Total	<u>\$248,003</u>

INTERFUND RECEIVABLES AND PAYABLES

The composition of the Town's interfund balances as of September 30, 2021 is as follows:

<u>Receivable Fund</u>	<u>Payable Fund</u>	<u>Amount</u>
Debt Service	General Fund	<u>\$43,817</u>

(Continued)

TOWN OF HORIZON CITY, TEXAS
NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

CAPITAL ASSETS

Capital asset activity for the Town for the year ended September 30, 2021, was as follows:

	September 30, 2020	Increases	Decreases	Transfers	September 30, 2021
Non-depreciable assets:					
Land	\$ 876,527	\$	\$	\$	\$ 876,527
Construction in progress	<u>5,284,296</u>	<u>2,433,909</u>	_____	<u>(1,517,087)</u>	<u>6,201,118</u>
Total non-depreciable capital assets	<u>6,160,823</u>	<u>2,433,909</u>	_____	<u>(1,517,087)</u>	<u>7,077,645</u>
Depreciable assets:					
Building and improvements	851,522				851,522
Equipment	3,496,731	370,114			3,866,845
Intangibles	270,519	5,966			276,485
Infrastructure	<u>43,920,601</u>	_____	_____	<u>1,517,087</u>	<u>45,437,688</u>
Total depreciable capital assets	<u>48,539,373</u>	<u>376,080</u>	_____	<u>1,517,087</u>	<u>50,432,540</u>
Accumulated depreciation:					
Building and improvements	(411,322)	(40,461)			(451,783)
Equipment	(2,330,266)	(409,492)			(2,739,758)
Intangibles	(4,102)	(31,937)			(36,039)
Infrastructure	<u>(4,885,126)</u>	<u>(2,068,746)</u>	_____	_____	<u>(6,953,872)</u>
Total accumulated depreciation	<u>(7,630,816)</u>	<u>(2,550,636)</u>	_____	_____	<u>(10,181,452)</u>
Depreciable capital assets, net	<u>40,908,557</u>	<u>(2,174,556)</u>	_____	<u>1,517,087</u>	<u>40,251,088</u>
Total capital assets, net	<u>\$47,069,380</u>	<u>\$ 259,353</u>	\$_____	\$_____	<u>\$47,328,733</u>

(Continued)

TOWN OF HORIZON CITY, TEXAS
NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

CAPITAL ASSETS (Continued)

Depreciation expense was charged to functions/programs of the government for the year ended September 30, 2021 as follows:

Community development	\$1,876,176
Public safety – police	273,086
Storm water	146,320
Parks and recreation	102,455
General government	65,843
Planning	25,753
Building services	20,379
Code enforcement	15,914
Information technology service	11,049
Public services	8,897
Municipal court	<u>4,764</u>
Total provisions for depreciation	<u>\$2,550,636</u>

LONG-TERM DEBT

The following is a summary of changes in long-term debt for the year ended September 30, 2021:

	<u>Balance at September 30, 2020</u>	<u>Additions</u>	<u>Reductions</u>	<u>Balance at September 30, 2021</u>	<u>Due Within One Year</u>
Compensated absences \$	252,775	\$283,449	\$ (232,374)	\$ 303,850	\$ 30,250
Intergovernmental payable (direct borrowings)	3,792,480			3,792,480	
Bonds payable, net (direct placement)	26,664,269		(920,627)	25,743,642	885,000
Capital leases	541,948	13,147	(124,955)	430,140	133,737
Net pension liability	1,492,858	1,782		1,494,640	
Other post-employment benefit liability	<u>46,438</u>	<u>25,154</u>	<u> </u>	<u>71,592</u>	<u> </u>
	<u>\$32,790,768</u>	<u>\$323,532</u>	<u>\$(1,277,956)</u>	<u>\$31,836,344</u>	<u>\$1,048,987</u>

(Continued)

TOWN OF HORIZON CITY, TEXAS
NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

LONG-TERM DEBT (Continued)

Compensated absences

The Town’s leave policy allows employees to accumulate paid time off up to 80 hours per year with a maximum accumulation of 800 hours. Upon termination, any accumulated paid time off will be paid to the employee. As of September 30, 2021, employees had approximately 10,931 hours of accumulated paid-time-off.

Total accrued compensated absences \$303,850

Intergovernmental payable - CRRMA construction liability (Direct Borrowings)

The Town entered into an interlocal agreement with the County of El Paso (“the County”) and the Camino Real Regional Mobility Authority (“the Authority”), to provide funding for improvements to Eastlake Blvd. referred to as the “Eastlake Blvd. Phase 2 Roadway Improvement Project.” The Project is defined in the Town’s Ordinance No. 0219 and includes design and reconstruction of the existing roadway, with the possibility of adding new connections between other existing roadways, pedestrian improvements, and aesthetic improvements such as landscaping and public arts. The Town has committed to repay the Authority for 22.7% of the construction cost of the project. The construction of the Project was finished on April 4, 2018. The Town will make annual payments commencing on May 1, 2020 and on May 1st each year thereafter until the final payment date in 2036 when any remaining outstanding balance shall be due and payable. The parties agree that the applicable interest rate payable by the Town shall be 3.73% simple, per annum. Total revenues generated by the Town’s Transportation Reinvestment Zone #2 have been pledged to pay the entire outstanding balance.

\$3,792,480

(Continued)

TOWN OF HORIZON CITY, TEXAS
NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

LONG-TERM DEBT (Continued)

Future minimum principal payments due on the intergovernmental payable are as follows:

<u>Year Ending September 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total Debt Service</u>
2022	\$	\$ 92,622	\$ 92,622
2023		128,440	128,440
2024		168,241	168,241
2025		212,359	212,359
2026		260,768	260,768
2027-2031	1,432,561	535,025	1,967,586
2032-2036	<u>2,359,919</u>	<u>149,999</u>	<u>2,509,918</u>
Totals	<u>\$3,792,480</u>	<u>\$1,547,454</u>	<u>\$5,339,934</u>

Bonds Payable (Direct Placements)

The Town issued \$750,000 of Public Improvement Revenue Bonds, Series 2005 to finance the cost of rehabilitation and improvements to infrastructure. Interest only payments are due at an interest rate of 3.95% from date of issuance through February 23, 2007. Varying principal and interest payments are due semi-annually beginning August 15, 2007 through August 2029. \$ 365,000

The Town issued \$14,675,000 of Combination Tax and Revenue Bonds, Series 2014 to finance the cost of rehabilitation and improvements to infrastructure. Interest only payments are due at 4% of face value from the date of issuance through February 2017. Interest rate varies from 3.25% to 4.0% over the term of the bonds. Varying principal and interest payments are due semi-annually beginning August 15, 2017 through August, 2038. The original bond issue included a \$532,500 offering premium to be amortized over the life of the bond. The effective yield rate is approximately 3.65%. 12,340,000

(Continued)

TOWN OF HORIZON CITY, TEXAS
NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

LONG-TERM DEBT (Continued)

Bonds Payable (Direct Placements)(Continued)

The Town issued \$11,830,000 of Combination Tax and Revenue Certificates of Obligation, Series 2019 to finance the cost of rehabilitation and improvements to infrastructure. Interest only payments are due at 3% of face value from the date of issuance through June 2019. Interest rate varies from 3% to 5% over the term of the bonds. Varying principal and interest payments are due semi-annually beginning August 15, 2020 through August, 2043. The original bond issue included a \$1,416,005 reoffering premium to be amortized over the life of the bond. The effective yield rate is approximately 3.18%.

	<u>\$11,375,000</u>
Total bonds payable outstanding (Direct Placements)	24,080,000
Unamortized bond premium	<u>1,663,642</u>
Total bonds payable, net	25,743,642
Less amount due in one year	<u>885,000</u>
Amount due after one year	<u>\$24,858,642</u>

Annual debt service for the outstanding bonds, as shown on Pages 45-46, is as follows:

<u>Year Ending</u> <u>September 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total Debt</u> <u>Service</u>
2022	\$ 885,000	\$ 979,581	\$ 1,864,581
2023	915,000	947,401	1,862,401
2024	950,000	910,820	1,860,820
2025	990,000	872,831	1,862,831
2026	1,030,000	833,262	1,863,262
2026-2030	5,740,000	3,475,923	9,215,923
2031-2035	6,855,000	2,190,225	9,045,225
2036-2040	5,205,000	823,000	6,028,000
2041-2043	<u>1,510,000</u>	<u>91,200</u>	<u>1,601,200</u>
Totals	<u>\$24,080,000</u>	<u>\$11,124,243</u>	<u>\$35,204,243</u>

Totals of principal and interest components equal required minimum payments for periods shown, and total principal equals the net present value of these bonds and notes.

(Continued)

TOWN OF HORIZON CITY, TEXAS
NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

LONG-TERM DEBT (Continued)

Bonds Payable (Direct Placements) (Continued)

The portion of Series 2014 bond certificates having a stated maturity of August 15, 2036 and August 15, 2038 are subject to mandatory sinking fund redemption prior to maturity at face value plus any accrued interest at the redemption date on the respective dates and in principal amounts as follows:

4% Term Certificates due August 15, 2036, priced to yield 4.05%:

<u>Redemption Date</u>	<u>Principal Amount</u>
August 15, 2035	\$860,000
August 15, 2036	\$895,000

4% Term Certificates due August 15, 2038, priced to yield 4.09%:

<u>Redemption Date</u>	<u>Principal Amount</u>
August 15, 2037	\$935,000
August 15, 2038	\$970,000

The portion of Series 2019 bond certificates having a stated maturity of August 15, 2043 is subject to mandatory sinking fund redemption prior to maturity at face value plus any accrued interest at the redemption date on the respective dates and in principal amounts as follows:

<u>Redemption Date</u>	<u>Principal Amount</u>
August 15, 2040	\$685,000
August 15, 2041	\$710,000
August 15, 2042	\$740,000
August 15, 2043	\$770,000

(Continued)

TOWN OF HORIZON CITY, TEXAS
NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

LONG-TERM DEBT (Continued)

Capital Lease Obligations

The Town entered into a master lease agreement with Enterprise Fleet Management Trust for the use of vehicles needed for the public safety and code enforcement departments. Management estimates that up to 33 vehicles will be leased over a period of five years. During the year ended September 30, 2019, the Town had entered into 16 lease contracts with similar terms and conditions. The original leased principal for these 16 agreements is \$521,055. At September 30, 2020, the Town had entered into 6 additional lease contracts. The original leased principal for the additional 6 agreements is \$188,134. At September 2021, the Town terminated one of the prior leases and entered into one lease that replaced the old agreement. The original leased principal for the new lease is \$35,565. The agreements have varying monthly payments, which range from \$355 to \$842, and include implicit interest rates varying from to 6.40% to 12.96% per annum. The lease agreements maturity dates vary from September 2023 to February 2024 and are secured by vehicles.

Total capital lease obligations	\$430,140
Less amount due in one year	<u>133,737</u>
Amount due in more than one year	<u>\$296,403</u>

Annual debt service for the capital lease obligations is as follows:

<u>Year Ending</u> <u>September 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total Debt</u> <u>Service</u>
2022	\$133,737	\$31,768	\$165,505
2023	170,397	19,769	190,166
2024	108,857	4,039	112,896
2025	6,185	757	6,942
2026	<u>10,964</u>	<u>320</u>	<u>11,284</u>
Totals	<u>\$430,140</u>	<u>\$56,653</u>	<u>\$486,793</u>

Amortization expense for leased vehicles is included in total depreciation expense recognized for the year. At September 30, 2021, total lease vehicles had a carrying balance of \$384,972. Total amortization recognized in 2021 was \$198,233.

(Continued)

TOWN OF HORIZON CITY, TEXAS

**NOTES TO FINANCIAL STATEMENTS
(CONTINUED)**

EMPLOYEE PENSION PLAN

Plan Description – The Town participates as one of 895 plans in the defined cash-balance plan administered by the Texas Municipal Retirement System (TMRS). TMRS is a statewide public retirement plan created by the State of Texas and administered in accordance with TMRS Act, Subtitle G, Title 8, Texas Government Code (the TMRS Act) as an agent multiple-employer retirement system for employees of Texas participating cities. The TMRS Act places the general administration and management of TMRS with a six-member, Governor-appointed Board of Trustees; however, TMRS is not fiscally dependent on the State of Texas. TMRS issues a publicly available Comprehensive Annual Financial Report (Annual Report) that can be obtained at tmrs.com.

All eligible employees of the Town are required to participate in TMRS.

Benefits – TMRS provides retirement, disability, and death benefits. Benefit provisions are adopted by the governing body of the Town, within the options available in the state statutes governing TMRS.

At retirement, the member's benefit is calculated based on the sum of the member's contributions, with interest, and the Town-financed monetary credits with interest. The retiring member may select one of seven monthly benefit payment options. Members may also choose to receive a portion of their benefit as a lump sum distribution in an amount equal to 12, 24 or 36 monthly payments, which cannot exceed 75% of the total member contributions and interest.

The Town's city-financed monetary credits are composed of prior service credits and current service credits. Prior service credit, granted by each city joining TMRS, is a monetary credit equal to the accumulated value of the percentage of prior service credit adopted times an employee's deposits that would have been made, based on the average salary prior to participation, for the number of months the employee has been employed, accruing 3% annual interest, and including the matching ratio adopted by the city. On August 2021, the Town elected to offer restricted prior service credit.

Current service credits are monetary credits for service performed by an employee after the Town joins TMRS and are based on a percentage (100%, 150%, or 200%) of the employee's total contributions and interest credits. The Town designates the rate of their employee contributions and interest is credited on contribution balances annually at a guaranteed minimum 5% rate. A change in the Town's matching ratio is applied prospectively.

(Continued)

TOWN OF HORIZON CITY, TEXAS

**NOTES TO FINANCIAL STATEMENTS
(CONTINUED)**

EMPLOYEE PENSION PLAN (Continued)

Benefits (Continued) – Members in the Town of Horizon City, Texas can retire at age 60 or with 20 years of service regardless of age and are vested after 5 years. Members may work for more than one TMRS city during their career. If an individual has become vested in one TMRS city, he or she is immediately vested upon employment with another TMRS city. Similarly, once a member has met the eligibility requirements for retirement in a TMRS city, he or she is eligible in other TMRS cities as well.

The Town elected to grant 100% prior service cost to all participating employees and has elected a matching percentage of 150%. In addition, the Town elected to participate in the Supplemental Death Benefits Fund of the System for each of the Town’s employees who are members of the system for the purpose of providing in-service death benefits and post-retirement death benefits.

Employees Covered by Benefit Terms

Inactive employees or beneficiaries currently receiving benefits:	1
Inactive employees entitled to but not yet receiving benefits:	16
Active employees:	<u>76</u>
 Total	 <u>93</u>

Contributions – Member contribution rates in TMRS are either 5%, 6% or 7% of the Member’s total compensation, and the city matching percentages are either 100%, 150% or 200%, both as adopted by the governing body of the city. Under the state law governing TMRS, the contribution rate for each city is determined annually by the actuary, using the Entry Age Normal (EAN) actuarial cost method. The city’s contribution rate is based on the liabilities created from the benefit plan options selected by the city and any changes in benefits or actual experience over time.

- Employees of the Town were required to contribute 5% of their annual gross earnings during the fiscal year 2021. The contribution rates for the Town were 6.01% and 5.84% in calendar years 2020 and 2021, respectively, for both the defined cash-balance pension plan and the Supplemental Death Benefits Fund. The Town’s contributions to TMRS were \$208,933 during the year ended September 30, 2021. Contributions to the supplemental benefit funds are only recognized when benefits are paid. There were no payments made from the supplemental benefits fund during the year ended September 31, 2021.

At the December 31, 2020 valuation and measurement date, the following data was used by the Plan’s actuary to determine the Town’s contribution rate:

Annual payroll:	\$3,474,351
Average age of contributing members:	41.4
Average length of service in years of contributing members:	6.5

(Continued)

TOWN OF HORIZON CITY, TEXAS

**NOTES TO FINANCIAL STATEMENTS
(CONTINUED)**

EMPLOYEE PENSION PLAN (Continued)

Net Pension Liability – The "Net Pension Liability" ("NPL") is the difference between the "Total Pension Liability" ("TPL") and the Plan's Fiduciary Net Position ("FNP") at the December 31, 2020 valuation and measurement date. The TPL is the present value of pension benefits that are allocated to current members due to past service by entry age normal actuarial cost method. The TPL includes benefits related to projected salary and service. The FNP is determined on the same basis used by the pension plans.

The Total Pension Liability in the December 31, 2020 actuarial valuation was determined using the following actuarial assumptions:

Inflation	2.50% per year
Overall payroll growth	2.75% per year
Investment rate of return	6.75%, net of pension plan investment expense, including inflation

Salary increases are based on a service-related table. Mortality rates for active members are based on the PUB(10) mortality tables with the Public Safety table used for males and the General Employee table used for females. Mortality rates for healthy retirees and beneficiaries are based on the Gender-distinct 2019 Municipal Retirees of Texas mortality tables. The rates for actives, healthy retirees and beneficiaries are projected on a fully generational basis by Scale UMP to account for future mortality improvements. For disabled annuitants, the same mortality tables for healthy retirees are used with a 4-year set-forward for males and a 3-year set-forward for females. In addition, a 3.5% and 3.0% minimum mortality rate is applied, for males and females respectively, to reflect the impairment for younger members who become disabled. The rates are projected on a fully generational basis by Scale UMP to account for future mortality improvements subject to the floor.

The actuarial assumptions were developed primarily from the actuarial investigation of the experience of TMRS over the four-year period from December 31, 2014 to December 31, 2018. They were adopted in 2019 and first used in the December 31, 2019 actuarial valuation. The post-retirement mortality assumption for Annuity Purchase Rates (APRs) is based on the Mortality Experience Investigation Study covering 2009 through 2011 and dated December 31, 2013. Plan assets are managed on a total return basis with an emphasis on both capital appreciation as well as the production of income in order to satisfy the short-term and long-term funding needs of TMRS.

(Continued)

TOWN OF HORIZON CITY, TEXAS
NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

EMPLOYEE PENSION PLAN (Continued)

Net Pension Liability (Continued) – The long-term expected rate of return on pension plan investments was determined using a building-block method in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. In determining their best estimate of a recommended investment return assumption under the various alternative asset allocation portfolios, GRS focused on the area between (1) arithmetic mean (aggressive) without an adjustment for time (conservative) and (2) the geometric mean (conservative) with an adjustment for time (aggressive). The target allocation and best estimates of real rates of return for each major asset class in fiscal year 2021 are summarized in the following table:

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Long-Term Expected Real Rate of Return (Arithmetic)</u>
Global equity	30%	5.30%
Core fixed income	10%	1.25%
Non-core fixed income	20%	4.14%
Real return	10%	3.85%
Real estate	10%	4.00%
Absolute return	10%	3.48%
Private equity	10%	7.75%

(Continued)

TOWN OF HORIZON CITY, TEXAS
NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

EMPLOYEE PENSION PLAN (Continued)

Net Pension Liability (Continued) – Significant assumptions and units used to measure net pension liability are summarized in the following table:

<u>Net Pension Liability/ (Asset)</u>	<u>December 31, 2020</u>
Total pension liability	\$2,615,670
Fiduciary net position	<u>1,121,030</u>
Net pension liability/(asset)	<u>\$1,494,640</u>
Fiduciary net position as a percentage of total pension liability	42.86%
Pensionable covered payroll	\$3,474,351
Net pension liability as a percentage of covered payroll	43.02%
Discount rate	6.75%
Long-term expected rate of return, net of investment expense	6.75%
Municipal bond rate (1)	2.00%

(1) The rate is based on the Fidelity Index’s “20-Year Municipal GO AA Index” daily rate closest to but not later than December 31, 2020.

Discount Rate – The discount rate used to measure the Total Pension Liability was 6.75%. The projection of cash flows used to determine the discount rate assumed that Member and employer contributions will be made at the rates specified in statute. Based on that assumption, the pension plan’s Fiduciary Net Position was projected to be available to make all projected future benefit payments of current active and inactive Members; therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the Total Pension Liability.

(Continued)

TOWN OF HORIZON CITY, TEXAS

**NOTES TO FINANCIAL STATEMENTS
(CONTINUED)**

EMPLOYEE PENSION PLAN (Continued)

Schedule of Changes in Net Pension Liability/(Asset) – The change in the reported net pension liability for the measurement period ended December 31, 2020 is as follows:

	<u>Total Pension Liability (a)</u>	<u>Increase (Decrease) Fiduciary Net Position (b)</u>	<u>Net Pension Liability/ (Asset) (a)-(b)</u>
Balance as of December 31, 2019	\$2,191,823	\$ 698,965	\$1,492,858
Changes for the year:			
Service cost	267,525		267,525
Interest on total pension liability	156,655		156,655
Difference between expected and actual experience	9,221		9,221
Benefit payments, including refunds of contributions	(9,554)	(9,554)	
Net investment income		53,618	(53,618)
Administrative expenses		(343)	343
Other		(14)	14
Employee contributions		173,718	(173,718)
Employer contributions	<u> </u>	<u>204,640</u>	<u>(204,640)</u>
Balance as of December 31, 2020	<u>\$2,615,670</u>	<u>\$1,121,030</u>	<u>\$1,494,640</u>

A schedule of Net Pension Liability, in addition to the information above, includes multi-year trend information and is presented in the Required Supplementary Information section and can be found on page 79 of this report.

Sensitivity Analysis – The following presents the net pension liability of the Town, calculated using the discount rate of 6.75%, as well as what the Town’s net pension liability would be if it were calculated using a discount rate that is one percentage point lower (5.75%) or one percentage point higher (7.75%) than the current rate as of December 31, 2020:

	<u>1% Decrease in Discount Rate (5.75%)</u>	<u>Current Discount Rate (6.75%)</u>	<u>1% Increase in Discount Rate (7.75%)</u>
Net Pension Liability	<u>\$1,998,018</u>	<u>\$1,494,640</u>	<u>\$1,089,840</u>

(Continued)

TOWN OF HORIZON CITY, TEXAS
NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

EMPLOYEE PENSION PLAN (Continued)

Pension Plan Fiduciary Net Position

Detailed information about the pension plan’s Fiduciary Net Position is available in the Schedule of Changes in Fiduciary Net Position by Participating City. That report may be obtained at tmrs.com.

Net Pension Expense – Pension expense for the year ended September 31, 2021, is recognized by the Town as follows:

<u>Pension Expense/ (Income)</u>	<u>January 1, 2020 to December 31, 2020</u>
Service cost	\$267,525
Interest on total pension liability	156,655
Employee contributions	(173,718)
Projected earnings on plan investments	(47,180)
Administrative expense	343
Other changes in fiduciary net position	13
Recognition of current year outflow (inflow) of resources-liabilities	872
Recognition of current year outflow (inflow) of resources-assets	(1,288)
Amortization or prior year outflows (inflows) of resources-liabilities	(4,764)
Amortization or prior year outflows (inflows) of resources-assets	<u>(5,594)</u>
Net pension expense	<u>\$192,864</u>

(Continued)

TOWN OF HORIZON CITY, TEXAS
NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

EMPLOYEE PENSION PLAN (Continued)

Net Pension Expense (Continued) – As of September 30, 2021, the deferred outflows and inflows of resources related to the pension are as follows:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Contributions made subsequent to measurement date	\$150,933	\$
Changes in pension assumptions		1,163
Difference between actual and expected pension experience	8,349	42,945
Difference between expected and actual investment earnings	_____	<u>21,932</u>
Total	<u>\$159,282</u>	<u>\$66,040</u>

Deferred outflows of resources related to pensions reported \$150,933 resulting from contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability for the year ended September 30, 2021. Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ending December 31,

2021	\$140,159
2022	(10,774)
2023	(10,774)
2024	(5,178)
2025	(3,892)
Thereafter	<u>(16,299)</u>
Total	<u>\$ 93,242</u>

At September 30, 2021, the Town had outstanding contributions due to the Plan in the amount of \$28,946.

(Continued)

TOWN OF HORIZON CITY, TEXAS
NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

POST-EMPLOYMENT BENEFITS OTHER THAN PENSIONS

Plan Description – The Town offers a defined benefit group-term life insurance plan known as the Supplemental Death Benefits Fund (SDBF), which is administered by the Texas Municipal Retirement System (TMRS). The SDBF is a voluntary program in which participating member cities may elect, by ordinance, to provide group-term life insurance coverage for their active members, including or not including retirees. The SDBF covers both active and retiree benefits with no segregation of assets, and therefore, doesn’t meet the definition of a trust under GASB Statement 75 and as such the SDBF is considered to be an unfunded OPEB plan. The retiree portion of the SDBF is considered a single employer, defined benefit OPEB plan.

Benefits – The death benefit for active Members provides a lump-sum payment approximately equal to the Member’s annual salary (calculated based on the Member’s actual earnings for the 12-month period preceding the month of death). The death benefit for retirees is an “other post-employment benefit” and is a fixed amount of \$7,500.

At the December 31, 2020 valuation and measurement date, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefits:	1
Inactive employees entitled to but not yet receiving benefits:	1
Active employees:	<u>76</u>
Total	<u>78</u>

Contributions – The Town contributes to the SDBF at a contractually required rate as determined by an annual actuarial valuation. The rate is equal to the cost of providing one-year term life insurance. The funding policy for the SDBF program is to assure that adequate resources are available to meet all death benefit payments for the upcoming year. The intent is not to pre-fund retiree term life insurance during employees’ entire careers.

Total OPEB Liability – The total OPEB liability in the December 31, 2020 actuarial valuation was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified:

Methods and Assumptions

Inflation	2.50%
Salary increases	3.50% to 11.50%, including inflation
Discount rate (1)	2.00%

(Continued)

TOWN OF HORIZON CITY, TEXAS
NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

POST-EMPLOYMENT BENEFITS OTHER THAN PENSIONS (Continued)

Total OPEB Liability (Continued)

Retirees' share of benefit-related costs	\$0
Administrative expenses	All administrative expenses are paid through the Pension Trust and accounted for under reporting requirements under GASB Statement No. 68.
Mortality rates – service retirees	2019 Municipal Retirees of Texas Mortality Tables. The rates are projected on a fully generational basis with Scale UMP.
Mortality rates – disabled retirees	2019 Municipal Retirees of Texas Mortality Tables with a 4-year set-forward for males and a 3-year set-forward for females. In addition, a 3.5% and 3% minimum mortality rate will be applied to reflect the impairment for younger members who become disabled for males and females, respectively. The rates are projected on a fully generational basis by Scale UMP to account for future mortality improvements subject to the floor.

(1) The discount rate was based on the Fidelity Index's "20-Year Municipal GO AA Index" rate as of December 31, 2020.

The actuarial assumptions used in the December 31, 2020 valuation were based on the results of an actuarial experience study for the period December 31, 2014 to December 31, 2018.

(Continued)

TOWN OF HORIZON CITY, TEXAS
NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

POST-EMPLOYMENT BENEFITS OTHER THAN PENSIONS (Continued)

Schedule of Changes in Total OPEB Liability – The change in the reported OPEB liability for the measurement period ended December 31, 2020 is as follows:

	<u>Total OPEB Liability</u>
Balance as of December 31, 2019	\$46,438
Changes for the year:	
Service cost	10,423
Interest on total OPEB liability	1,420
Differences between expected and actual experience	2,013
Changes in assumptions or other inputs	<u>11,298</u>
Balance as of December 31, 2020	<u>\$71,592</u>
Total OPEB Liability as a Percentage of Covered Payroll	<u>2.06%</u>

Sensitivity Analysis – The following presents the Total OPEB liability of the Town, calculated using the discount rate of 2.00%, as well as what the Town’s net pension liability would be if it were calculated using a discount rate that is one percentage point lower (1.00%) or one percentage point higher (3.00%) than the current rate as of December 31, 2020:

	1% Decrease in Discount Rate <u>(1.00%)</u>	Current Discount Rate <u>(2.00%)</u>	1% Increase in Discount Rate <u>(3.00%)</u>
Total OPEB liability	<u>\$91,186</u>	<u>\$71,592</u>	<u>\$56,801</u>

(Continued)

TOWN OF HORIZON CITY, TEXAS
NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

POST-EMPLOYMENT BENEFITS OTHER THAN PENSIONS (Continued)

OPEB Expense – OPEB expense for the year ended September 31, 2021, is recognized by the Town as follows:

<u>OPEB Expense/ (Income)</u>	<u>January 1, 2020 to December 31, 2020</u>
Service cost	\$10,423
Interest on total OPEB liability	1,420
Recognition of deferred outflows/inflows of resources:	
Difference between expected and actual experience	(243)
Changes in assumptions	<u>1,674</u>
Total OPEB expense	<u>\$13,274</u>

As of September 30, 2021, the deferred outflows and inflows of resources related to OPEB are as follows:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Changes in pension assumptions	\$19,565	\$2,275
Difference between actual and expected pension experience	<u>1,839</u>	<u>3,992</u>
Total	<u>\$21,404</u>	<u>\$6,267</u>

Amounts currently reported as deferred inflows of resources related to OPEB will be recognized in pension expense as follows:

Year Ending December 31,

2021	\$1,431
2022	1,431
2023	1,431
2024	1,431
2025	1,431
Thereafter	<u>7,982</u>
	<u>\$15,137</u>

(Continued)

TOWN OF HORIZON CITY, TEXAS

**NOTES TO FINANCIAL STATEMENTS
(CONTINUED)**

DEFERRED OUTFLOWS AND INFLOWS OF RESOURCES

The Town recognizes certain deferred outflows of resources and deferred inflows of resources that are related to its participation in employee pension plans. At September 30, 2021, deferred outflows of resources with a balance of \$180,686 represented contributions to the employee benefit plan that were made subsequent to the latest Plan measurement date and differences between actual and expected pension experience to the Town's pension plan and other post-employment benefit plan. Deferred inflows of resources with a balance of \$72,307 represent changes in assumptions, differences between actual and expected pension experience, and differences between expected, and actual earnings to the Town's pension plan and other post-employment benefit plan.

Unavailable revenues in the amount of \$119,430 at September 30, 2021, represent property tax revenue received more than 60 days following year-end (unavailable to pay liabilities of the current period). Governmental funds report deferred inflows of resources in connection with receivables for revenues that are not considered to be available to liquidate liabilities of the current period. Governmental funds also defer revenue recognition in connection with resources that have been received, but not yet earned. Unavailable revenue received after 60 days is fully recognized as revenue on the government-wide statements. Unavailable revenue at the government-wide level arises only when the Town receives resources before it has a legal claim to them.

DEFERRED COMPENSATION PLAN

As a result of the enrollment in the TMRS, the Town terminated its previous 457B plan as of December 31, 2017. The entire remaining balance of \$273,416 was distributed to participants during the year ended September 30, 2021.

RESTRICTED NET POSITION AND RESTRICTED FUND BALANCE

Restricted net position and restricted fund balance consist of those funds that are restricted for use as mandated by the State of Texas, and include the following:

Technology Fund	\$129,406
Security Fund	126,869
PEG Capital Fund	123,499
Children's Fund	70,859
Time Payments	9,744
Truancy	9,513
STDS	714
CARES	225
Jury Fund	<u>188</u>
Total	<u>\$471,017</u>

(Continued)

TOWN OF HORIZON CITY, TEXAS
NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

COMMITTED FUND BALANCE

Committed fund balance consists of those funds that can be spent only for specific purposes as determined by the Town Council, and includes the following:

Capital Improvements Plan Fund	\$10,389,246
Economic Development	1,829,662
Street Construction and Maintenance	2,096,109
Stabilization by City Charter	590,885
Other Capital Improvements	368,451
Transportation Reinvestment Zone #2	<u>75,636</u>
Total	<u>\$15,349,989</u>

RISK POOL

The Town is exposed to various risks of loss related to torts; damage to, and theft or destruction of assets; errors and omissions; and natural disaster. Claims expenditures and liabilities are reported when it is probable that a loss has occurred, and the amounts of loss can be reasonably estimated. The Town is a participant in an intergovernmental risk pool for its workers' compensation, liability, and property insurance. Participants in this pool are required to pay "premiums" on the insurance selected. Should a loss occur, the Town is liable only for the deductible. The risk pool purchases reinsurance to cover future losses. At September 30, 2021, no claims were dismissed with Texas Municipal League – Intergovernmental Risk Pool.

Coverages provided are as follows:

Errors and omissions liability (per occurrence)	\$1,000,000
Law enforcement liability (per occurrence)	\$1,000,000
Automobile liability (each accident)	\$1,000,000
General liability (per occurrence)	\$1,000,000
Real and personal property liability	\$8,078,545
Information security and privacy liability	\$2,000,000
Flood and earthquake liability	\$1,500,000
Boiler and machinery liability	\$100,000
Mobile equipment liability	\$81,255
Public employee dishonesty liability	\$100,000
Forgery or alteration	\$100,000

Workers' compensation coverage is maintained by paying premiums to the Texas Municipal League Intergovernmental Risk Pool.

(Continued)

TOWN OF HORIZON CITY, TEXAS
NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

COMMITMENTS AND CONTINGENCIES

City of El Paso

The Town entered into an interlocal agreement with the City of El Paso in which the Town will receive animal shelter service from the City. The period of the contract began on September 1, 2016 for a year and the contract automatically renews every year. Beginning September 1, 2017 animal shelter services will be based on the Town's activity at the Shelter. The Town incurred costs of \$18,732 in animal shelter services provided by the City in 2021.

The Town entered into an interlocal agreement with the City of El Paso in which the Town will receive public health and environmental services from the City, including but not limited to providing food handling permits, disease control, immunization services, vector control, and air control. The period of the contract began on September 1, 2020 and ended on August 31, 2021. Total compensation for the public health and environmental services provided by the City was \$176,987 for the year ended September 30, 2021.

The Town entered into an interlocal agreement with the City of El Paso in which the Town will receive public health and environmental services from the City, including but not limited to providing food handling permits, disease control, immunization services, vector control, and air control. The period of the contract began on September 1, 2021 and ends on August 31, 2022. Total compensation for the public health and environmental services provided by the City is \$167,751 and \$6,791, respectively.

County of El Paso

The Town entered into an interlocal agreement with the County of El Paso in which the Town received animal control services by and through the El Paso County Sheriff's Office. The period of the contract began on October 1, 2018 and ended on September 30, 2021. The Town incurred costs of \$49,392 under this contract for the year ended September 30, 2021. The agreement was renewed on October 1, 2021 with an annual compensation of \$49,392. The new agreement ends on September 30, 2024.

Town of Clint

The Town entered into an interlocal agreement with the Town of Clint in which the Town will provide mosquito control services to the Town of Clint. The period of the contract began September 1, 2021 and ended on October 31, 2021 and is in the amount of \$15,000.

(Continued)

TOWN OF HORIZON CITY, TEXAS
NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

COMMITMENTS AND CONTINGENCIES (Continued)

Other Commitments

The Town entered into an interlocal agreement with the El Paso Emergency Services District #1 (“ESD#1”) in which the Town’s public safety department will provide dispatching services to ESD#1, including but not limited to providing staff 24 hours a day, 7 days a week, to answer emergency services and dispatch responses for ESD#1 personnel. The original period of the contract began October 1, 2014 and ended September 30, 2015. The contract will be renewed every year unless both parties agree to terminate the agreement. Total compensation for the services provided by the Town during the year ended September 30, 2021 was \$113,894. The agreement requires the annual contract amount be revisited every year and approved by both parties. The contract amount for fiscal year 2021-2022 is \$116,892.

The Town entered into an interlocal agreement with the El Paso Emergency Services District #2 (“ESD#2”) in which the Town’s public safety department will provide dispatching services to ESD#2, including but not limited to providing staff 24 hours a day, 7 days a week, to answer emergency services and dispatch responses for ESD#2 personnel. The original period of the contract began on March 1, 2015 and ended on September 30, 2015. The contract will be renewed every year unless both parties agree to terminate the agreement. Total compensation for the services provided by the Town during the year ended September 30, 2021 was \$354,338. The agreement requires the annual contract amount be revisited every year and approved by both parties. The contract amount for fiscal year 2021-2022 is \$361,304.

The Town entered into an agreement with Elite Medical Transport in which the Town received emergency ambulance services. The period of the contract began on March 1, 2021 and expired on February 28, 2022. The Town incurred costs of \$123,620 under this contract for the year ended September 30, 2021.

The Town entered into an agreement with Abescape Landscaping, LLC in which the Town received parks and grounds maintenance services. The period of the contract began on July 1, 2021 and expires on December 31, 2023. The total contract cost for the period of service is \$872,371. The Town incurred costs of \$68,176 under this contract for the year ended September 30, 2021.

In connection with its Capital Improvements Plan, the Town has contracts with general contractors and professional engineering providers for the design, construction and supervision of various infrastructure projects. The Town expects the contracts to be completed or renewed within a one-year term.

Litigation

The Town is party to various legal proceedings, which normally occur in governmental operations. These legal proceedings are not likely to have a material adverse impact on the affected funds of the Town and, therefore, no liability has been accrued at September 30, 2021.

(Continued)

TOWN OF HORIZON CITY, TEXAS
NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

COMMITMENTS AND CONTINGENCIES (Continued)

Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”)

In July 2020, the Town entered into an interlocal subrecipient grant agreement with the County of El Paso where the Town received funds appropriated under the CARES Act. The purpose of this grant is to provide funds to mitigate the financial burden caused by the COVID-19 pandemic by allowing the Town to incur expenses for governmental functions and services which qualify under the CARES Act as compensable expenses by the United States Department of the Treasury. The agreement stipulates that a minimum of 75% of its allotment will be spent in the categories of medical expenses, public health expenses and payroll expenses for employees substantially dedicated to mitigating or responding to the public emergency. The total allotment to the Town amounted to \$1,080,310. Of this amount, \$216,062 was distributed in July 2020 and the remaining \$864,248 is to be disbursed on a reimbursable basis. The original term of the agreement expired December 1, 2020. As of September 30, 2021, the Town has expended \$859,565 of CARES funds.

In October 2020, the County of El Paso amended the interlocal subrecipient grant to remove the requirement that 75% of grant funds be spent in the categories of medical expenses, public health expenses and payroll expenses and to extend the term of the agreement from December 1, 2020 through December 30, 2020. In addition, in November 2020, the El Paso County amended the agreement to allow the Town to subcontract with vendors, organizations, non-profits and businesses on COVID-19 related matters. In January 2021, the County extended the term of the agreement to December 31, 2021.

As allowed in the agreement with the County of El Paso, the Town entered into the following subcontractor CARES funds agreements:

In December 2020, the Town entered into an agreement with El Paso County Emergency Services District #1 to assist the subcontractor with necessary expenditures incurred to provide medical related equipment due to the COVID-19 pandemic and any other necessary expenditures incurred due to the pandemic. The total amount of the agreement amounted to \$134,654 and the total amount was expended during the year ended September 30, 2021. The original termination date of the agreement was December 2020.

In December 2020, the Town entered into an agreement with El Pasoans Fighting Hunger to assist the subcontractor with necessary expenditures incurred to provide and distribute immediate food assistance in response to the COVID-19 pandemic any other necessary expenditures incurred due to the pandemic. The total amount of the agreement amounted to \$26,250 and was expended during the year ended September 30, 2021. The original termination date of the agreement was December 2020.

(Continued)

TOWN OF HORIZON CITY, TEXAS
NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

COMMITMENTS AND CONTINGENCIES (Continued)

Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) (Continued)

In February 2021, the Town amended the agreement with El Paso County Emergency Services District #1 to provide additional funding in the amount of \$109,795. Of the total amount, \$65,483 was expended during the year ended September 30, 2021. The original termination date of the agreement was December 2021.

In March 2021, the Town entered into an agreement with Elite Medical Transport of Texas, LLC for additional equipment to assist the subcontractor in response to the COVID-19 pandemic and any other necessary expenditures incurred to provide emergency ambulance response and related medical services due to the public health emergency with respect to the COVID-19 pandemic. The total amount of the agreement amounted to \$17,828. The total amount expended during the year ended September 30, 2021 was \$9,000. The original termination date of the agreement was December 2021.

The terms of the subcontractor agreements with original termination dates of December 2020 have been extended to December 2021 to reflect the amended term of the subrecipient grant agreement with the County of El Paso.

RELATED PARTY

Town of Horizon City Type 4B Economic Development Corporation (“the Corporation”) was established in 2011 and receives 0.25% of sales taxes collected by the Town, as designated by Council Ordinance. The Corporation is reported as a blended component unit as its governing body is appointed by the Town’s Council and the Council has authority to make final approval of the Corporation’s budget. In addition, the Town acts as a fiscal agent and is responsible for monitoring the Corporation’s finances. The Corporation’s activities are reported in the Town’s governmental activities as a special revenue fund.

Reinvestment Zone Number One Town of Horizon City (“Zone”), Texas was established in 2020 and receives 100% of the Town’s portion of the tax increment and a percentage of the tax increment that each taxing unit elects to dedicate to the Zone. The Zone is reported as a blended component unit because the majority of the governing body consists of members from the Town’s Council. The Zone’s activities are reported in the Town’s governmental activities as a special revenue fund.

(Continued)

TOWN OF HORIZON CITY, TEXAS
NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

FEDERAL AND STATE GRANTS

In the normal course of operations, the Town receives grant funds from various federal and state agencies. The grant programs are subject to audit by agents of the granting authorities, the purpose of which is to ensure compliance with conditions precedent to the granting of funds. Any liability for reimbursement, which may arise as a result of these audits, is not believed to be material.

LEASE AGREEMENTS

In June 2020, the Town extended its lease agreement for the court and police department building through June 30, 2023. Base monthly rent is \$5,000 per month through June 30, 2022 and increases to \$5,500 per month through June 30, 2023. Future minimum lease payments are as follows:

Year Ending September 30,

2022	\$ 61,500
2023	<u>49,500</u>
	<u>\$111,000</u>

Total rental expense under this agreement was \$60,000 for the year ended September 30, 2021.

In February 2019, the Town entered into a lease agreement for the use of headquarters space for the Town of Horizon City Type 4B Economic Development Corporation. The lease agreement has a term of twenty-five months and may be renewed for an additional twenty-five-month period. The agreement was extended two additional years beginning April 2021 at a rate of \$3,000 per month. Future minimum lease payments are as follows:

Year Ending September 30,

2022	\$36,000
2023	<u>21,000</u>
	<u>\$57,000</u>

Total rental expense under this agreement was \$34,800 for the year ended September 30, 2021.

(Continued)

TOWN OF HORIZON CITY, TEXAS

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

NEW ACCOUNTING PRONOUNCEMENTS

In June 2017, GASB Statement No. 87, "*Leases*," was issued. The requirements of this Statement are effective for reporting periods beginning after December 15, 2019. This Statement increases the usefulness of governments' financial statements by requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. It establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under this Statement, a lessee is required to recognize a lease liability and intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources, thereby enhancing the relevance and consistency of information about governments' leasing activities. The Town is evaluating how this pronouncement will affect the financial statements.

In June 2018, GASB Statement No. 89, "*Accounting for Interest Cost Incurred before the End of a Construction Period*," was issued. The requirements of this Statement are effective for reporting periods beginning after December 15, 2019. This Statement requires that interest cost incurred before the end of a construction period be recognized as an expense in the period in which the cost is incurred for financial statements prepared using the economic resources measurement focus. As a result, interest cost incurred before the end of a construction period will not be included in the historical cost of a capital asset reported in a business-type activity or enterprise fund. This Statement also reiterates that in financial statements prepared using the current financial resources measurement focus, interest cost incurred before the end of a construction period should be recognized as an expenditure on a basis consistent with governmental fund accounting principles. The Town is evaluating how this pronouncement will affect the financial statements.

In August 2018, GASB Statement No. 90, "*Majority Equity Interest – An Amendment of GASB No. 14 and No. 61*," was issued. The requirements of this Statement are effective for reporting periods beginning after December 15, 2019. The primary objectives of this Statement are to improve the consistency and comparability of reporting a government's majority equity interest in a legally separate organization and to improve the relevance of financial statement information for certain component units. It defines a majority equity interest and specifies that a majority equity interest in a legally separate organization should be reported as an investment if a government's holding of the equity interest meets the definition of an investment. A majority equity interest that meets the definition of an investment should be measured using the equity method, unless it is held by a special-purpose government engaged only in fiduciary activities, a fiduciary fund, or an endowment (including permanent and term endowments) or permanent fund. For all other holdings of a majority equity interest in a legally separate organization, a government should report the legally separate organization as a component unit, and the government or fund that holds the equity interest should report an asset related to the majority equity interest using the equity method. The Town is evaluating how this pronouncement will affect the financial statements.

(Continued)

TOWN OF HORIZON CITY, TEXAS

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

NEW ACCOUNTING PRONOUNCEMENTS (Continued)

In May 2019, GASB Statement No. 91, “*Conduit Debt Obligations*,” was issued. The requirements of this Statement are effective for reporting periods beginning after December 15, 2020. The primary objectives of this Statement are to provide a single method of reporting conduit debt obligations by issuers and eliminate diversity in practice associated with (1) commitments extended by issuers, (2) arrangements associated with conduit debt obligations, and (3) related note disclosures. This Statement achieves those objectives by clarifying the existing definition of a conduit debt obligation; establishing that a conduit debt obligation is not a liability of the issuer; establishing standards for accounting and financial reporting of additional commitments and voluntary commitments extended by issuers and arrangements associated with conduit debt obligations; and improving required note disclosures. The Town is evaluating how this pronouncement will affect the financial statements.

In May 2020, GASB Statement No. 95, “*Postponement of the Effective Dates of Certain Authoritative Guidance*,” was issued. This Statement is intended to provide temporary relief to governments and other stakeholders considering the COVID-19 pandemic. This Statement amended the effective date of No. 89, “*Accounting for Interest Cost Incurred before the End of a Construction Period*,” No. 90, “*Majority Equity Interest – An Amendment of GASB No. 14 and No. 61*,” and Statement No. 91, “*Conduit Debt Obligations*,” to be postponed by one year and Statement No. 87, “*Leases*,” to be postponed by 18 months.

SUBSEQUENT EVENTS

In October 2021, the Town entered into two Local Transportation Project Advance Funding Agreements with TXDOT to provide access to federal funds for the construction of two Highway Safety Improvement Program Off-System infrastructure projects on North Kenazo and South Darrington Road. The estimated costs for the North Kenazo project are \$399,529 for federal, \$19,906 for state, and \$47,485 for local participation. The estimated costs for the South Darrington Road project are \$781,254 for federal, \$38,928 for state, and \$86,704 for local participation.

Effective July 2020, the EDC entered into an incentive grant and loan agreement with a private corporation for the completion of an economic development project. The private entity is to receive three economic incentive payments of \$46,667 to be used for the purchase of equipment, renovation of facilities and payment of personnel connected exclusively to the economic development project. The entire amount of the advanced principal may be forgiven by the Town in the form of a grant, so long as the private entity meets the project milestones in accordance with Town Council’s satisfaction. In December 2021, EDC converted the incentive package to a grant, determined that the private equity had met incentives indicated by the amendment, and disbursed funds in the amount of \$95,278.

(Continued)

TOWN OF HORIZON CITY, TEXAS
NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

SUBSEQUENT EVENTS (Continued)

In December 2021, the Town entered into an Advance Funding Agreement with TxDOT to provide access to federal funds for the reconstruction of North Darrington Road. The estimated costs for the North Darrington Road project are \$8,496,606 for federal, \$4,373,251 for state, and \$922,661 for local participation.

In December 2021, the Town entered into an agreement with Reinvestment Zone Number One of Town of Horizon City where the Town advanced \$150,000 for the purpose of covering expenses for fiscal year 2021-2022. The loan is interest free and matures on December 31, 2026.

Subsequent events were evaluated through April 12, 2022, which is the date the financial statements were available to be issued.

REQUIRED SUPPLEMENTARY INFORMATION

TOWN OF HORIZON CITY, TEXAS

**SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN
FUND BALANCES - BUDGET AND ACTUAL
GENERAL FUND**

Year Ended September 30, 2021

	Original Budget	Final Budget	Actual	Variance Favorable (Unfavorable)
Revenues/inflows:				
Property taxes	\$ 3,771,395	\$ 3,771,395	\$ 3,551,606	\$ (219,789)
Sales taxes	1,894,710	1,894,710	2,288,601	393,891
Franchise taxes	510,906	510,906	510,877	(29)
Licenses, permits and fees	569,200	569,200	499,138	(70,062)
Charges for services	468,232	468,232	468,232	
Fines and forfeitures	241,687	241,687	207,250	(34,437)
Proceeds from sale of assets			24,576	24,576
Interest income	60,000	60,000	22,246	(37,754)
Other income	15,447	15,447	13,691	(1,756)
Prior year surplus		114,500		(114,500)
	<u>7,531,577</u>	<u>7,646,077</u>	<u>7,586,217</u>	<u>(59,860)</u>
Expenditures/outflows:				
Public safety - police	2,072,495	1,995,611	1,955,596	40,015
Public safety - dispatch	871,580	871,580	820,770	50,810
General government	688,485	682,298	645,546	36,752
Community development	446,579	446,579	436,057	10,522
Finance	436,519	441,281	427,566	13,715
Planning	329,315	443,815	389,592	54,223
Public services	570,315	570,315	379,800	190,515
Parks and recreation	469,001	431,801	323,573	108,228
Building services	386,351	386,351	317,566	68,785
Information technology	324,749	324,749	311,224	13,525
Municipal court	302,388	297,626	227,697	69,929
Code enforcement	232,830	232,830	197,669	35,161
Capital outlay	106,932	198,703	186,046	12,657
Debt service	162,878	162,878	167,729	(4,851)
Storm water	53,400	81,900	79,860	2,040
Executive	47,260	47,260	41,770	5,490
	<u>7,501,077</u>	<u>7,615,577</u>	<u>6,908,061</u>	<u>707,516</u>
Excess of revenues over expenditures	<u>30,500</u>	<u>30,500</u>	<u>678,156</u>	<u>647,656</u>

(Continued)

TOWN OF HORIZON CITY, TEXAS

**SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN
FUND BALANCES - BUDGET AND ACTUAL
GENERAL FUND
(CONTINUED)**

Year Ended September 30, 2021

	Original Budget	Final Budget	Actual	Variance Favorable (Unfavorable)
Excess of revenues over expenditures	\$ 30,500	\$ 30,500	\$ 678,156	\$ 647,656
Other financing uses:				
Transfers out	(30,500)	(30,500)	_____	30,500
Total other financing uses	(30,500)	(30,500)	_____	30,500
Excess of revenue over expenditures - budgetary basis			678,156	678,156
Reconciliation of budgetary basis to GAAP basis:				
Proceeds from capital leases	_____	_____	13,147	13,147
GAAP basis excess			691,303	691,303
Fund balance, beginning of year	4,214,897	4,214,897	4,214,897	_____
Fund balance, end of year	\$ 4,214,897	\$ 4,214,897	\$ 4,906,200	\$ 691,303

See notes to required supplementary information.

TOWN OF HORIZON CITY, TEXAS

**SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN
FUND BALANCES - BUDGET AND ACTUAL
SPECIAL REVENUE FUND - FEDERAL GRANTS FUND**

Year Ended September 30, 2021

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>
Revenues/inflows:				
Grant income	\$ 190,049	\$ 190,049	\$ 50,130	\$(139,919)
Total revenues	<u>190,049</u>	<u>190,049</u>	<u>50,130</u>	<u>(139,919)</u>
Expenditures/outflows:				
Public safety - police	105,049	105,049	31,730	73,319
Capital outlay	<u>85,000</u>	<u>85,000</u>	<u>18,400</u>	<u>66,600</u>
Total expenditures	<u>190,049</u>	<u>190,049</u>	<u>50,130</u>	<u>139,919</u>
Excess of revenues over expenditures				
Fund balance, beginning of the year	_____	_____	_____	_____
Fund balance, end of the year	<u>\$ _____</u>	<u>\$ _____</u>	<u>\$ _____</u>	<u>\$ _____</u>

See notes to required supplementary information.

TOWN OF HORIZON CITY, TEXAS

**SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN
FUND BALANCES - BUDGET AND ACTUAL
SPECIAL REVENUE FUND - STREET MAINTENANCE FUND**

Year Ended September 30, 2021

	Original Budget	Final Budget	Actual	Variance Favorable (Unfavorable)
Revenues/inflows:				
Prior year fund surplus	\$ 653,964	\$ 653,964	\$	\$(653,964)
Sales taxes	466,036	466,036	562,561	96,525
Interest income	<u> </u>	<u> </u>	<u>913</u>	<u>913</u>
Total revenues	<u>1,120,000</u>	<u>1,120,000</u>	<u>563,474</u>	<u>(556,526)</u>
Expenditures/outflows:				
Capital outlay	1,000,000	875,000	130,319	744,681
Community development	<u>120,000</u>	<u>120,000</u>	<u>43,160</u>	<u>76,840</u>
Total expenditures	<u>1,120,000</u>	<u>995,000</u>	<u>173,479</u>	<u>821,521</u>
Excess of revenues over expenditures		125,000	389,995	264,995
Fund balance, beginning of the year	<u>1,706,114</u>	<u>1,706,114</u>	<u>1,706,114</u>	<u> </u>
Fund balance, end of the year	<u>\$1,706,114</u>	<u>\$1,831,114</u>	<u>\$2,096,109</u>	<u>\$ 264,995</u>

See notes to required supplementary information.

TOWN OF HORIZON CITY, TEXAS

**SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN
FUND BALANCES - BUDGET AND ACTUAL
SPECIAL REVENUE FUND - ECONOMIC DEVELOPMENT FUND**

Year Ended September 30, 2021

	Original Budget	Final Budget	Actual	Variance Favorable (Unfavorable)
Revenues/inflows:				
Sales taxes	\$ 466,036	\$ 466,036	\$ 562,561	\$ 96,525
Prior year fund surplus	19,156	19,156		(19,156)
Interest income			1,023	1,023
Other income	<u> </u>	<u> </u>	<u>2,501</u>	<u>2,501</u>
Total revenues	<u>485,192</u>	<u>485,192</u>	<u>566,085</u>	<u>80,893</u>
Expenditures/outflows:				
General government	485,192	485,192	318,457	166,735
Capital outlay	<u> </u>	<u> </u>	<u>2,900</u>	<u>(2,900)</u>
Total expenditures	<u>485,192</u>	<u>485,192</u>	<u>321,357</u>	<u>163,835</u>
Excess of revenues over expenditures			244,728	244,728
Fund balance, beginning of the year	<u>1,584,934</u>	<u>1,584,934</u>	<u>1,584,934</u>	<u> </u>
Fund balance, end of the year	<u>\$ 1,584,934</u>	<u>\$ 1,584,934</u>	<u>\$ 1,829,662</u>	<u>\$ 244,728</u>

See notes to required supplementary information.

TOWN OF HORIZON CITY, TEXAS

**SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN
FUND BALANCES - BUDGET AND ACTUAL
SPECIAL REVENUE FUND - STATE AND LOCAL GRANTS**

Year Ended September 30, 2021

	Original Budget	Final Budget	Actual	Variance Favorable (Unfavorable)
Revenues/inflows:				
Grant income	\$ <u>976,673</u>	\$ <u>976,673</u>	\$ <u>723,925</u>	\$ <u>(252,748)</u>
Total revenues	<u>976,673</u>	<u>976,673</u>	<u>723,925</u>	<u>(252,748)</u>
Expenditures/outflows:				
Public safety - police	111,275	111,275	93,952	17,323
General government	864,248	864,248	229,034	635,214
Public safety - dispatch	1,150	1,150	6,336	(5,186)
Public services			235,388	(235,388)
Capital outlay			95,943	(95,943)
Community development			12,894	(12,894)
Information technology			10,990	(10,990)
Planning			10,831	(10,831)
Municipal court			8,997	(8,997)
Finance			8,236	(8,236)
Building services			5,773	(5,773)
Code enforcement			5,326	(5,326)
Total expenditures	<u>976,673</u>	<u>976,673</u>	<u>723,700</u>	<u>252,973</u>
Excess of expenditures over revenues			225	225
Fund balance, beginning of the year	_____	_____	_____	_____
Fund balance, end of the year	<u>\$ _____</u>	<u>\$ _____</u>	<u>\$ 225</u>	<u>\$ 225</u>

See notes to required supplementary information.

TOWN OF HORIZON CITY, TEXAS

NOTES TO REQUIRED SUPPLEMENTARY INFORMATION

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Budgetary Basis of Accounting – The Town’s budgetary process accounts for certain transactions on a basis other than generally accepted accounting principles (GAAP). The major differences between the budgetary basis and the GAAP basis lie in the manner in which revenues and expenditures are recorded. Under the budgetary basis, revenues and expenditures are recognized on a cash basis. Utilizing the cash basis, revenues are recorded when received and cash and expenditures are recorded when paid. Under the GAAP basis, revenues and expenditures are recorded on the modified accrual basis of accounting on the governmental fund statements and on the full accrual basis on the government-wide statements.

Budgetary Process – The budgetary process is prescribed by provisions of Title 4, Chapter 102, of the Local Government Code of the Texas Legislature and entails the preparation of budgetary documents within an established timetable. The major documents prepared are the certificate of estimated resources and the appropriation resolution, both of which are prepared on the budgetary basis of accounting.

The certificate of estimated resources and the appropriation resolution are subject to amendment throughout the year with the legal restriction that appropriations cannot exceed estimated resources, as certified by resolution of the Town Council. Only the General Fund, Debt Service Fund, Street Maintenance Fund, Economic Development Fund, and Special Event Fund are budgeted and appropriated. The level of budgetary control is at the department level for the Town. Any budgetary modifications at this level may only be made by resolution of the Town Council.

Under the Town’s by-laws, revenues not specifically related to a particular fund shall be deposited into the Town’s General Fund. Monies can only be transferred from the General Fund by resolution of the Town Council.

Appropriations – An annual appropriation resolution must be passed by September 15 of the preceding year for the period October 1 to September 30. The appropriation resolution fixes spending authority at the fund and department level. The appropriation resolution may be amended during the year as new information becomes available, provided that total fund appropriations do not exceed current estimated resources, as certified. The allocation of appropriations among funds and objects within a fund may be modified during the year only by a resolution of the Council. The amounts reported as the original budgeted amounts in the budgetary statements reflect the appropriations in the first complete appropriated budget, including amounts automatically carried over from prior years. The amounts reported as final budgeted amounts in the schedules of budgetary comparison represent the final appropriation amounts, including all supplemental appropriations.

Lapsing of Appropriations – At the close of each fiscal year, the unencumbered balance of each appropriation reverts to the respective fund and becomes subject to future appropriations. The encumbered appropriation balance is carried forward to the subsequent fiscal year and need not be reappropriated.

(Continued)

TOWN OF HORIZON CITY, TEXAS

**NOTES TO REQUIRED SUPPLEMENTARY INFORMATION
(CONTINUED)**

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Estimated Resources – As part of the Town’s budgetary process, the Council approves the official estimated resources. The official estimated resources states the projected revenue of each fund. Prior to September 30, the Town must revise its budget so that the total contemplated expenditures from any fund during the ensuing fiscal year will not exceed the amount available as stated in the official estimated resources. The revised budget then serves as the basis for the annual appropriation measure. On or about October 1, the estimated resources are amended to include any unencumbered balances from the preceding year. The estimated resources may be further amended during the year if Council determines that an estimate needs to be either increased or decreased. The amounts reported on the budgetary statements reflect the amounts in the final amended official certificate of estimated resources issued during fiscal year ended 2021.

BUDGET OVER-EXPENDITURES

The Town did not over expend in the general fund and major special revenue funds.

TOWN OF HORIZON CITY, TEXAS

SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS

Years Ended December 31, 2018 through 2020

	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>Years 2011 - 2017</u>
Total Pension Liability				
Service cost	\$ 267,525	\$ 246,651	\$ 227,568	\$N/A
Interest on total pension liability	156,655	134,423	111,226	N/A
Change in benefit terms			1,534,956	N/A
Difference between expected and actual experience	9,221	(52,221)		N/A
Change in assumptions		(1,415)		N/A
Benefit payments/refund of contributions	<u>(9,554)</u>	<u>(7,486)</u>	<u>(1,879)</u>	<u>N/A</u>
Net change in total pension liability	423,847	319,952	1,871,871	N/A
Total pension liability, beginning	<u>2,191,823</u>	<u>1,871,871</u>	<u> </u>	<u>N/A</u>
Total pension liability, ending	<u>2,615,670</u>	<u>2,191,823</u>	<u>1,871,871</u>	<u>N/A</u>
Fiduciary Net Position				
Employer contributions	204,640	185,067	170,748	N/A
Employee contributions	173,718	157,907	145,689	N/A
Net investment income	53,618	49,203		N/A
Benefit payments/refund of contributions	(9,554)	(7,486)	(1,879)	N/A
Administrative expenses	(343)	(275)		N/A
Other	<u>(14)</u>	<u>(9)</u>	<u> </u>	<u>N/A</u>
Net change in fiduciary net position	422,065	384,407	314,558	N/A
Fiduciary net position, beginning	<u>698,965</u>	<u>314,558</u>	<u> </u>	<u>N/A</u>
Fiduciary net position, ending	<u>1,121,030</u>	<u>698,965</u>	<u>314,558</u>	<u>N/A</u>
Net pension liability	<u>\$ 1,494,640</u>	<u>\$ 1,492,858</u>	<u>\$ 1,557,313</u>	<u>\$N/A</u>
Fiduciary net position as a percentage of total pension liability	42.86%	31.89%	16.80%	N/A
Pensionable covered payroll	\$ 3,474,351	\$ 3,158,143	\$ 2,913,801	\$N/A
Net pension liability as a percentage of covered payroll	43.02%	47.27%	53.45%	N/A

This schedule is presented to illustrate the requirement to show information for 10 years; however, recalculations of prior years are not required, and if prior years are not reported in accordance with the standards of GASB 67/68, they should not be shown here; therefore, we have shown only years for which the new GASB statements have been implemented.

See independent auditors' report.

TOWN OF HORIZON CITY, TEXAS
SCHEDULE OF PENSION CONTRIBUTIONS
Years Ended September 30, 2018 through 2021

	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>Years 2012 - 2017</u>
Actuarially determined contribution	\$ 205,449	\$ 199,168	\$ 181,876	\$ 122,493	\$N/A
Contributions in relation to the actuarially determined contribution	<u>208,933</u>	<u>202,931</u>	<u>184,048</u>	<u>123,956</u>	<u>N/A</u>
Contribution deficiency (excess)	<u>\$ (3,484)</u>	<u>\$ (3,763)</u>	<u>\$ (2,172)</u>	<u>\$ (1,463)</u>	<u>\$N/A</u>
Covered payroll	\$ 3,549,524	\$ 3,385,938	\$ 3,103,685	\$ 2,090,333	N/A
Contributions as a percentage of covered payroll	5.89%	5.99%	5.93%	5.93%	N/A

This schedule is presented to illustrate the requirement to show information for 10 years; however, recalculations of prior years are not required, and if prior years are not reported in accordance with the standards of GASB 67/68, they should not be shown here; therefore, we have shown only years for which the new GASB statements have been implemented.

See notes to schedule of pension contributions.

TOWN OF HORIZON CITY, TEXAS

NOTES TO SCHEDULE OF PENSION CONTRIBUTIONS

Year Ended September 30, 2021

VALUATION DATE

Measurement Date Actuarially determined contribution rates are calculated as of December 31 and become effective in January 13 months later.

METHODS AND ASSUMPTIONS USED TO DETERMINE CONTRIBUTION RATES

Actuarial cost method	Entry age normal.
Amortization method	Level percentage of payroll, closed.
Remaining amortization period	23 years.
Asset valuation method	10-year smoothed market; 12% soft corridor.
Inflation	2.50%
Salary increases	3.50% to 11.50% including inflation.
Investment rate of return	6.75%
Retirement age	Experience-based table of rates specific to the Town's plan of benefits. Last updated for the 2019 valuation pursuant to an experience study of the period 2014 – 2018.
Mortality	Post-retirement: 2019 Municipal Retirees of Texas Mortality Tables. The rates are projected on a fully generational basis with scale UMP. Pre-retirement: PUB(10) mortality tables, with the Public Safety table used for males and the General Employee table used for females. The rates are projected on a fully generational basis with scale UMP.

OTHER INFORMATION

Notes There were no benefit changes during the year.

TOWN OF HORIZON CITY, TEXAS

**SCHEDULE OF CHANGES IN TOTAL OTHER POST-EMPLOYMENT
BENEFIT LIABILITY AND RELATED RATIOS**

Year Ended December 31, 2020

	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>Years 2011 - 2017</u>
Total Other Post-Employment Benefit ("OPEB") Liability				
Service cost	\$ 10,423	\$ 6,632	\$ 6,993	\$N/A
Interest on total OPEB liability	1,420	1,316	1,016	N/A
Change in benefit terms			27,207	N/A
Difference between expected and actual experience	2,013	(4,826)		N/A
Change in assumptions	11,298	11,173		N/A
Benefit payments (1) (2)	<u> </u>	<u> </u>	(3,073)	N/A
Net change in total OPEB liability	25,154	14,295	32,143	N/A
Total OPEB liability, beginning	<u>46,438</u>	<u>32,143</u>	<u> </u>	N/A
Total OPEB liability, ending	<u>\$ 71,592</u>	<u>\$ 46,438</u>	<u>\$ 32,143</u>	<u>\$N/A</u>
 Pensionable covered payroll	 \$ 3,474,351	 \$ 3,158,143	 \$ 2,913,801	 \$N/A
Net pension liability as a percentage of covered payroll	2.06%	1.47%	1.10%	N/A

(1) Membership counts for inactive employees currently receiving or entitled to but not yet receiving benefits will differ from GASB 68 as they include only those eligible for a Supplemental Death Benefits Fund benefit.

(2) Due to the Supplemental Death Benefits Fund considered an unfunded OPEB plan under GASB 75, benefit payments are treated as being equal to the employer's yearly contributions for retirees.

This schedule is presented to illustrate the requirement to show information for 10 years; however, recalculations of prior years are not required, and if prior years are not reported in accordance with the standards of GASB 75, they should not be shown here; therefore, we have shown only years for which the new GASB statements have been implemented.

See notes to schedule of changes in total OPEB liability and related ratios.

TOWN OF HORIZON CITY, TEXAS

**NOTES TO SCHEDULE OF CHANGES IN TOTAL OTHER POST-EMPLOYMENT
BENEFIT LIABILITY AND RELATED RATIOS**

Year Ended December 31, 2020

VALUATION DATE

Notes December 31, 2020

METHODS AND ASSUMPTIONS

Actuarial Cost Method	Individual entry age normal.
Inflation	2.50%
Salary increases	3.50% to 11.50%, including inflation.
Discount rate (1)	2.00%
Retirees' share of benefit-related costs	\$0
Administrative expenses	All administrative expenses are paid through the Pension Trust and accounted for under reporting requirements of GASB Statement No. 68.
Mortality rate – service retirees	2019 Municipal Retirees of Texas Mortality Tables. The rates are projected on a fully generational basis with scale UMP.
Mortality rate – disabled retirees	2019 Municipal Retirees of Texas Mortality Tables with a 4-year set-forward for males and a 3-year set-forward for females. In addition, a 3.5% and 3% minimum mortality rate will be applied to reflect the impairment for younger members who become disabled for males and females, respectively. The rates are projected on a fully generational basis by Scale UMP to account for future mortality improvements subject to the floor.

(1) The discount rate was based on the Fidelity Index's "20-Year Municipal GO AA Index" rate as of December 31, 2020.

Note: The actuarial assumption used in the December 31, 2020 valuation were based on the results of an actuarial experience study for the period December 31, 2014 to December 31, 2018.

TOWN OF HORIZON CITY, TEXAS

SCHEDULE OF OTHER POST-EMPLOYMENT BENEFIT CONTRIBUTIONS

Year Ended September 30, 2021

	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>Years 2012 - 2017</u>
Actuarially determined contribution	\$	\$	\$	\$	\$N/A
Contributions in relation to the actuarially determined contribution	_____	_____	_____	_____	N/A
Contribution deficiency (excess)	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$N/A</u>
Covered payroll	\$ 3,549,524	\$ 3,385,938	\$ 3,103,685	\$ 2,090,333	N/A
Contributions as a percentage of covered payroll	0%	0%	0%	0%	N/A

This schedule is presented to illustrate the requirement to show information for 10 years; however, recalculations of prior years are not required, and if prior years are not reported in accordance with the standards of GASB 67/68, they should not be shown here, therefore, we have shown only years for which the new GASB statements have been implemented.

See independent auditors' report.

OTHER SUPPLEMENTARY INFORMATION

TOWN OF HORIZON CITY, TEXAS

**COMBINING SCHEDULE OF ASSETS, LIABILITIES AND FUND BALANCES -
AGGREGATE NON-MAJOR FUNDS**

September 30, 2021

	<u>Special Revenue Fund - Special Events</u>	<u>Transportation Reinvestment Zone #2</u>	<u>Aggregate Non-Major Funds</u>
<u>ASSETS</u>			
Cash and equivalents, non-pooled	\$ 3,390	\$	\$ 3,390
Pooled cash and cash equivalents		18,472	18,472
Pooled investments		57,164	57,164
Taxes receivable	<u> </u>	<u>1,056</u>	<u>1,056</u>
Total assets	<u>\$ 3,390</u>	<u>\$ 76,692</u>	<u>\$ 80,082</u>
<u>DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES</u>			
Deferred inflows of resources:			
Deferred property taxes	\$ <u> </u>	\$ <u>1,056</u>	\$ <u>1,056</u>
Total deferred inflows of resources	<u> </u>	<u>1,056</u>	<u>1,056</u>
Fund balances:			
Committed	<u>3,390</u>	<u>75,636</u>	<u>79,026</u>
Total fund balances	<u>3,390</u>	<u>75,636</u>	<u>79,026</u>
Deferred inflows of resources and fund balances	<u>\$ 3,390</u>	<u>\$ 76,692</u>	<u>\$ 80,082</u>

See independent auditors' report.

TOWN OF HORIZON CITY, TEXAS

**COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN
FUND BALANCE - AGGREGATE NON-MAJOR FUNDS**

Year Ended September 30, 2021

	<u>Special Revenue Fund - Special Events</u>	<u>Transportation Reinvestment Zone #2</u>	<u>Aggregate Non-Major Funds</u>
<u>REVENUES</u>			
Property taxes	\$	\$ 156,749	\$ 156,749
Interest income	4	24	28
Other income	<u> </u>	<u>1,180</u>	<u>1,180</u>
Total revenues	<u>4</u>	<u>157,953</u>	<u>157,957</u>
<u>EXPENDITURES</u>			
Public safety - police	12,500		12,500
Debt service:			
Interest	<u> </u>	<u>149,326</u>	<u>149,326</u>
Total expenditures	<u>12,500</u>	<u>149,326</u>	<u>161,826</u>
Excess of revenues (expenditures) over expenditures (revenues)	<u>(12,496)</u>	<u>8,627</u>	<u>(3,869)</u>
Net change in fund balance	(12,496)	8,627	(3,869)
Fund balance, beginning of the year	<u>15,886</u>	<u>67,009</u>	<u>82,895</u>
Fund balance, end of the year	<u>\$ 3,390</u>	<u>\$ 75,636</u>	<u>\$ 79,026</u>

See independent auditors' report.

AUDITORS' SECTION

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Honorable Mayor Ruben Mendoza
and Members of Town Council
Town of Horizon City, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Town of Horizon City, Texas as of and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise Town of Horizon City, Texas' basic financial statements and have issued our report thereon dated April 12, 2022.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered Town of Horizon City, Texas' internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Town of Horizon City, Texas' internal control. Accordingly, we do not express an opinion on the effectiveness of Town of Horizon City, Texas' internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

To the Honorable Mayor Ruben Mendoza
and Members of Town Council
Town of Horizon City, Texas

Internal Control over Financial Reporting (Continued)

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Town of Horizon City, Texas' financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

SBNG, PC

El Paso, Texas
April 12, 2022

TOWN OF HORIZON CITY, TEXAS
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
Year Ended September 30, 2021

I. SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on the financial statements of Town of Horizon City, Texas.
2. No significant deficiencies or material weaknesses were reported in the audit of the financial statements of Town of Horizon City, Texas as reported in the Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*.
3. No instances of non-compliance material to the financial statements of Town of Horizon City, Texas, which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.

(Continued)

TOWN OF HORIZON CITY, TEXAS

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
(CONTINUED)**

Year Ended September 30, 2021

**II. AUDIT FINDINGS RELATING TO THE FINANCIAL STATEMENTS
WHICH ARE REQUIRED TO BE REPORTED IN ACCORDANCE WITH
“GOVERNMENT AUDITING STANDARDS”**

Current Year Findings: None

Prior Year Findings: None

See independent auditors' report.

11. Discussion and Action:

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Mayor/Finance Director

On a Resolution on the proposed use of American Rescue Plan Act (ARPA) Funds.

RESOLUTION

WHEREAS, the Town of Horizon City is a beneficiary of funds allocated to state and local governments under the American Rescue Plan Act; and

WHEREAS, the Town of Horizon City is considered a Non-Entitlement Unit (NEU), and the U.S. Treasury has granted the allocations of the NEUs to the states for distribution; and

WHEREAS, the Texas Department of Emergency Management is responsible for the distribution to the Texas NEUs; and

WHEREAS, the Town of Horizon City has received one-half of its allocation based upon its population and it has also received additional funds which were reallocated from funds not claimed by other NEUs in Texas; and

WHEREAS, the American Rescue Plan Act (ARPA) Funds must be programmed/committed by end of year 2024 and the funds must be fully spent by end of year 2026; and

WHEREAS, City staff members have recommended programs that would make the best use of the ARPA funds,

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

That the Town of Horizon City, Texas will allocate \$4.8 million of American Rescue Plan Act (ARPA) funds to the following categories and in accordance with the schedules which are attached hereto as Exhibit "A".

- Responding to Public Health Emergency,
- Responding to Negative Economic Impacts, and
- Investments in Infrastructure

PASSED AND ADOPTED this _____ day of _____, 2022.

TOWN OF HORIZON CITY

Ruben Mendoza
Mayor

ATTEST:


Elvia Schuller, TRMC
City Clerk

APPROVED AS TO FORM:



Theresa Cullen Cordova
Assistant City Attorney

APPROVED AS TO CONTENT:



Pat Randleel
Finance Director

MEMORANDUM

TO: Honorable Mayor Mendoza and Council Members

FROM: Pat Randleel, Finance Director

CC: File

DATE: April 8, 2022

RE: AMERICAN RESCUE PLAN ACT FUNDS -PROPOSED USE

As has been noted previously, the Town of Horizon City is a beneficiary of funds allocated to state and local governments under the Plan.

- Horizon City is considered a Non-Entitlement Unit (NEU). These are local government units with population of less than 30,000.
- U.S. Treasury has granted the allocations of the NEUs to the states for distribution
- The Texas Department of Emergency Management is responsible for the distribution to the Texas NEUs.
- The allocation to Horizon City of \$4,867,011.61 was based on a population of 19,642
- Horizon City has received one-half of this allocation in the amount of \$2,433,505.81. In addition, it has received another \$4,809.38. This was the result of a reallocation of funds not claimed by other NEUs in Texas.
- Funds must be programmed/committed by end of year 2024. Funds must be fully spent by end of year 2026.

Staff members were tasked with proposing programs that would make the best use of the funds. All agreed that funds should be used for programs that would provide the greatest impact over a long period of time. Those contributing to this process were:

- Michelle Garcia, Planning Director
- Teresa Quezada, CIP Manager
- Eduardo Garcia, EDC Executive Director
- Rafael Arellano, EDC Business Development Manager
- Lilia Gaytan, Finance Accountant
- Pat Randleel, Finance Director

The three major categories considered for anticipated programming were:

- Responding to Public Health Emergency
- Responding to Negative Economic Impacts
- Investments in Infrastructure

Each of these categories carried with it a list of allowances and disallowances as it pertained to qualifying programs for use of the funds. Therefore, Staff has determined

that it would be best for Horizon City to claim the standard allowance for revenue lost due to the pandemic as permitted by the Treasury Department. The standard allowance maximum is \$10 million. But it cannot exceed the total award allocation. In the case of Horizon City, this would be the entire \$4.8 million. Choosing the standard allocation allows for the funds to be used for any governmental projects and services normally engaged in or performed by local governments.

The Staff is recommending that the \$4.8 million of ARPA funds be allocated to the categories as follows:

- Responding to Public Health Emergency - \$967,000
- Responding to Negative Economic Impacts - \$1,150,000
- Investments in Infrastructure - \$2,750,000

The attached schedules provide explanation on the specific use of the funds in each category.

RESOLUTION

WHEREAS, the Town of Horizon City is a beneficiary of funds allocated to state and local governments under the American Rescue Plan Act; and

WHEREAS, the Town of Horizon City is considered a Non-Entitlement Unit (NEU), and the U.S. Treasury has granted the allocations of the NEUs to the states for distribution; and

WHEREAS, the Texas Department of Emergency Management is responsible for the distribution to the Texas NEUs; and

WHEREAS, the Town of Horizon City has received one-half of its allocation based upon its population and it has also received additional funds which were reallocated from funds not claimed by other NEUs in Texas; and

WHEREAS, the American Rescue Plan Act (ARPA) Funds must be programmed/committed by end of year 2024 and the funds must be fully spent by end of year 2026; and

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- Responding to Negative Economic Impacts, and
- Investments in Infrastructure

PASSED AND ADOPTED this _____ day of _____, 2022.

TOWN OF HORIZON CITY

Ruben Mendoza
Mayor

ATTEST:


Elvia Schuller, TRMC
City Clerk

APPROVED AS TO FORM:



Theresa Cullen Cordova
Assistant City Attorney

APPROVED AS TO CONTENT:



Pat Randleel
Finance Director

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FROM: Pat Randleel, Finance Director

CC: File

DATE: April 8, 2022

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- Investments in Infrastructure - \$2,750,000

The attached schedules provide explanation on the specific use of the funds in each category.

12. Discussion and Action:

163

Mayor/CIP Manager

On Change Order #10 to the construction contract with Hawk Construction for the Golden Eagle Park Improvements project, Solicitation No. CIP 2018-001 and authorizing the Mayor to execute documents.



TOWN OF HORIZON CITY
MEMORANDUM

Date: April 6, 2021
To: Honorable Mayor and Members of City Council
From: Teresa Quezada, CIP Manager *Teresa Quezada 2/6/2022*
SUBJECT: Discussion and Action: On Change Order #10 to the construction contract with Hawk Construction for the Golden Eagle Park Improvements Solicitation No. CIP 2018-001 and authorizing the Mayor to execute documents.

Change Order No. 10 for the Golden Eagle Park Improvements project **increases the contract amount by \$5,101.20 bringing the contract amount to \$2,004,541.48.** The contract time is **increased by 23 calendar days** by this change order.

The change items address owner requested changes to reduce the risk that the pump station area will flood and also includes the installation of 3 new valve boxes to protect the existing valves from damage. The amounts and time extensions were requested by the contractor and reviewed, and recommended by MCI, the project construction manager. The revised **completion date for the project changes to December 26, 2020.**

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

Change Item	Amount	Time
1. Install a drain in the pump station area and 3 new valve boxes to protect existing valves.	\$5,101.20	23 calendar days
TOTALS	\$5,101.20	23 calendar days

Total change orders to date account for a **14.43% decrease to the original contract value.**

Staff recommends approval.

Attachment: Change Order Form



Contract Change Order No. Ten (10)

PROJECT:	DATE OF ISSUANCE:
Golden Eagle Park Improvements	March 1, 2022
OWNER:	BID No:
The Town of Horizon City 14999 Darrington Road Horizon City, TX 79928 (915) 852-1046	CIP 18 – 101
CONTRACTOR:	ENGINEER/CONSTRUCTION MANAGER:
Hawk Construction 12779 Azogue Ave. El Paso, TX 79938 (915) 526-9116	Moreno Cardenas Inc. 2505 E. Missouri Avenue El Paso, TX 79903 (915) 532-2091

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

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

Change Item No. 1 – Drain and valve boxes. Increase contract amount by \$5,101.20 due to the installation of a drain in the pump station area, as well as the installation of 3 new valve boxes to protect existing valves..

PURPOSE OF CHANGE ORDER:

Change Item No. 1 – The pump station has received a significant amount of water from vandalism acts that made the pump station flood. In order to prevent this, Hawk is directed to install a drain that will connect directly to the sewer line that runs below the pump station in order to be able to take additional surface water in case of another flood event. In addition, the three valves that had been vandalized before are to be protected with three new valve boxes. **The Contract amount is INCREASED by \$5,101.20. The contract time is INCREASED by 23 calendar day.**

CONTRACT CHANGE SUMMARY:

INCREASE contract amount by **\$5,101.20**
INCREASE to contract time by **23 calendar days**.

ATTACHMENTS:

ATTACHMENT A - Memorandum of Negotiation by Construction Manager
ATTACHMENT B – Work Directive from MCI
ATTACHMENT C – Record of Completion of Work



Contract Change Order No. Ten (10)

CHANGE IN CONTRACT AMOUNT	CHANGE IN CONTRACT TIME
<u>ORIGINAL CONTRACT AMOUNT</u>	<u>ORIGINAL CONTRACT TIME</u>
\$2,342,805.58	<i>Substantial Completion: 210 days Due Date: June 1, 2020</i> <i>Final Completion: 240 days Due Date: July 1, 2020</i>
CONTRACT AMOUNT PRIOR TO THIS CHANGE ORDER	CONTRACT TIME PRIOR TO THIS CHANGE ORDER
\$1,999,440.28	<i>Substantial Completion: 365 days Due Date: November 3, 2020</i> <i>Final Completion: 395 days Due Date: December 3, 2020</i>
NET <u>INCREASE/DECREASE</u> OF THIS CHANGE ORDER	NET <u>INCREASE/DECREASE</u> OF THIS CHANGE ORDER
\$5,101.20	<i>Substantial Completion: +23 Calendar-days</i> <i>Final Completion: +23 Calendar-days</i>
CONTRACT AMOUNT WITH ALL APPROVED CHANGE ORDERS	CONTRACT TIME WITH ALL APPROVED CHANGE ORDERS
\$2,004,541.48	<i>Substantial Completion: 365 days Due Date: November 26, 2020</i> <i>Final Completion: 395 days Due Date: December 26, 2020</i>

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

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

Moreno Cardenas Inc.

CONSTRUCTION MANAGER

BY (Signature)

Saul Trejo, P.E.

(Printed Name)

3/17/2022

DATE

HAWK Construction

CONTRACTOR

BY (Signature)

Jorge Ojeda, President

(Printed Name)

3/16/2022

DATE

Town of Horizon City

OWNER

BY (Signature)

(Printed Name)

DATE



**TOWN OF
HORIZON CITY**

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

Engineer's Cost Summary

PROJECT: Golden Eagle Park Improvements

DATE OF ISSUANCE: March 1, 2022

BID No: CIP 18-101

CHANGE ORDER No. 10

**TOTAL CHANGE IN
CONTRACT AMOUNT:** Increase \$**5,101.20**

**TOTAL CHANGE IN
CONTRACT TIME:** Increase of **23 calendar days**

Classification of Change Order

Change Item No. 1 Drain and Valve Boxes
Classification Owner Ordered
Impact to Cost Increase contract amount by \$5,101.20
Impact to Time 23 calendar day
Justification See Purpose of Change Order.
Cost Summary Negotiated – See Attachments A.



Contract Change Order Summary

Original Contract Amount	\$2,342,805.58
Change Order No. 1 Amount	\$-397,981.26
Change Order No. 2 Amount	\$15,325.19
Change Order No. 3 Amount	(\$546.21)
Change Order No. 4 Amount	\$8,924.10
Change Order No. 5 Amount	\$829.89
Change Order No. 6 Amount	\$4,821.91
Change Order No. 7 Amount	\$10,117.41
Change Order No. 8 Amount	\$6,166.99
Change Order No. 9 Amount	\$8,976.68
Change Order No. 10 Amount	\$5,101.20
Revised Contract Amount	\$2,004,541.48
Cumulative Change Order Percent of Original Contract Amount	-14.43%

CHANGE ORDER CLASSIFICATION	PREVIOUS CHANGE ORDER	THIS CHANGE ORDER	TOTAL
Liquidated Damages	0.00%	0.00%	0.00%
Adjusted Final Quantities	-0.63%	0.00%	-0.63%
Unforeseen Subsurface	0.00%	0.00%	0.00%
Unforeseen Condition (Other)	1.68%	0.00%	1.68%
Owner Ordered	-15.99%	0.22%	-15.77%
Repay Owner	-0.05%	0.00%	-0.05%
Errors	0.00%	0.00%	0.00%
Omissions	0.00%	0.00%	0.00%
Other	0.34%	0.00%	0.34%



**TOWN OF
HORIZON CITY**

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

ATTACHMENT A

(Memorandum of Negotiation by Construction Manager – Change Order No. 10)



TOWN OF
HORIZON CITY

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

Memorandum of Negotiation by Engineer
Change Order No. 10

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

Contractor's proposals were found to be fair and reasonable at **\$5,101.20**

The Contractor's proposal is accepted at \$5,101.20



**TOWN OF
HORIZON CITY**

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



Change Order Request PCO 036

Golden Eagle Park

Project: **Golden Eagle Park**

Hawk Project: 19-12

Date **1/12/2022**

Description	Quantity	UM	Bid Price	Amount
Install pump drain, pipe conection and concrete	1.000	LS	\$ 2,613.90	\$ 2,613.90
Install Oldcastle 1324 Box	3.000	ea	\$ 829.10	\$ 2,487.30
				\$ -
				\$ -
Total				\$ 5,101.20

NOTES: Estimated Time to Complete Work is 4 Days
Estimated Lead Time for Materials is 2 to 3 Weeks

EXCLUSIONS:
Permitting, inspections, materials testing

APPROVAL FOR GENERAL COMPLIANCE WITH LANDSCAPE AND IRRIGATION CONSTRUCTION DOCUMENTS & SPECIFICATIONS

- APPROVED AS SUBMITTED
- APPROVED AS NOTED - NO RESUBMISSION NECESSARY
- REVIEWED FOR INFORMATION ONLY
- NOT APPROVED

Review of this submittal shall under no circumstances alter the requirement of the original drawings, specifications or contract documents for quality, quantity, dimension, design, configuration or manufacture. Review does not constitute acceptance of any method, material or equipment not acceptable to the capital owner's authorized agents.

BY: **Jennifer Barr**

DATE: **1-14-22**

COMMENTS:



1-3 arborvitae drms, austin, tx 78748
DE-jerrelle@ejp.tx.com • phone: 875.589.9100



**TOWN OF
HORIZON CITY**

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



**Cost Breakdown
Golden Eagle**

Project: Golden Eagle Park
Hawk Project: 19-12

Install pump drain, pipe conection, concrete and polymer box

Date : 1/12/22

Item	Description	Quantity		Labor		Equipment		Materials / Supplies		Subcontract		Sub Total
		Quantity	UM	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	
Install pump drain, pipe conection and concrete												
	Utility Labor	16.00	HR	\$ 15.00	\$ 240.00		\$ -		\$ -		\$ -	\$ 240.00
	Utility Labor	16.00	HR	\$ 15.00	\$ 240.00	\$ -	\$ -		\$ -		\$ -	\$ 240.00
	Concrete finisher	16.00	HR	\$ 18.00	\$ 288.00	\$ -	\$ -		\$ -		\$ -	\$ 288.00
	Foreman	16.00	HR	\$ 30.00	\$ 480.00	\$ -	\$ -	\$ -	\$ -		\$ -	\$ 480.00
	Pick Up truck & Trailer	16.00	HR	\$ -	\$ -	\$ 18.00	\$ 288.00	\$ -	\$ -		\$ -	\$ 288.00
	Drain	1.00	EA		\$ -		\$ -	\$ 99.59	\$ 99.59		\$ -	\$ 99.59
	Concrete	1.00	LS		\$ -		\$ -	\$ 200.00	\$ 200.00		\$ -	\$ 200.00
	Pipe and fittings	1.00	LS		\$ -		\$ -	\$ 100.00	\$ 100.00		\$ -	\$ 100.00
					\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
								\$ -				
Subtotals						\$ 1,248.00		\$ 288.00	\$ -	\$ 399.59	\$ -	\$ 1,935.59
Labor Burden					20%	\$ 249.60		\$ -			5%	\$ 249.60
Total Direct Costs						\$ 1,497.60		\$ 288.00		\$ 399.59	\$ -	\$ 2,185.19
Contractor's Markup						\$ -	15%	\$ 43.20		\$ -	5%	\$ 43.20
Subtotals with Markup						\$ 1,497.60		\$ 331.20	Tax Exmpt	\$ 399.59	\$ -	\$ 2,228.39
OH&P											15.0%	\$ 334.26
Bond											2.0%	\$ 51.25
Total Change Request												\$ 2,613.90



**TOWN OF
HORIZON CITY**

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



**Cost Breakdown
Golden Eagle**

Project: Golden Eagle Park
Hawk Project: 19-12

Install pump drain, pipe concection, concrete and polymer box

Date : 1/12/22

Item	Description	Quantity		Labor		Equipment		Materials / Supplies		Subcontract		Sub Total
		Quantity	UM	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	
Install Oldcastle 1324 Box												
	Utility Labor	8.00	HR	\$ 15.00	\$ 120.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 120.00
	Utility Labor	8.00	HR	\$ 15.00	\$ 120.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 120.00
	Foreman	8.00	HR	\$ 30.00	\$ 240.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 240.00
	Pick up truck & Trailer	8.00	HR	\$ -	\$ -	\$ 18.00	\$ 144.00	\$ -	\$ -	\$ -	\$ -	\$ 144.00
	Oldcastle 1324 box	3.00	EA	\$ -	\$ -	\$ -	\$ -	\$ 174.59	\$ 523.77	\$ -	\$ -	\$ 523.77
	Shipping	1.00	LS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 750.00	\$ 750.00	\$ 750.00
								\$ -				
Subtotals					\$ 480.00		\$ 144.00	\$ -	\$ 523.77		\$ 750.00	\$ 1,897.77
Labor Burden				20%	\$ 96.00	15%	\$ 21.60	8.25%	\$ 43.21	8%	\$ 61.88	\$ 96.00
Total Direct Costs					\$ 576.00		\$ 165.60		\$ 566.98		\$ 811.88	\$ 2,120.46
Contractor's Markup					\$ -		\$ -		\$ -		\$ -	\$ -
Subtotals with Markup					\$ 576.00		\$ 165.60		\$ 566.98		\$ 811.88	\$ 2,120.46
OH&P										15.0%	\$ 318.07	\$ 318.07
Bond										2.0%	\$ 48.77	\$ 48.77
Total Change Request												\$ 2,487.30



**TOWN OF
HORIZON CITY**

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

Clowe and Cowan of El Paso, LLC.

11221 Rojas Dr.
El Paso, TX 79935
USA

Voice: 915-593-8833
Fax: 915-593-8872

TAO
INDUS
T.
DBA
HAWK
CONS
TRUC.

QUOTATION

Quote Number: 2022-0060
Quote Date: Jan 12, 2022
Page: 1

Quoted To:
HAWK CONSTRUCTION P.O. Box 17410 12779 Azogue Avenue El Paso, TX 79938

Customer ID	Good Thru	Payment Terms	Sales Rep
2229	2/11/22	Net 30 Days	Esteban Escobedo

Quantity	Item	Description	Unit Price	Amount
1.00	OMISC	mds pro series drain 5 x 25 w/ metal crate	92.00	92.00
Subtotal				92.00
Sales Tax				
TOTAL				99.59



TOWN OF HORIZON CITY

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

•OLDCASTLE 13241055 CMC BOX UNIT | Gordon Electric Supply,... <https://www.gordonelectricsupply.com/p/Oldcastle-13241055-Cmc-B...>

Call for update on estimated ship and delivery dates. COVID-19 Update [CLICK HERE](#)



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OLDCASTLE 13241055 1324-15 Green-FIBER OPTICS-LBLPnta 0 MsHI T Cover-457 Unit-PLC



Mouse over image to zoom, click to enlarge

Description:

OLDCASTLE 13241055 1324-15 Green-



TOWN OF HORIZON CITY

14999 DARRINGTON ROAD
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OLDCASTLE 13241055 CMC BOX UNIT | Gordon Electric Supply, ... <https://www.gordonelectricsupply.com/p/Oldcastle-13241055-Cmc-B...>

FIBER OPTICS-LBLPnta 0 MsHI T Cover-457
Unit-PLC

Technical Description:

Cmc Box Unit

UPC: 80024610229

Part Number: 13241055

Retail Price: \$207.74 / ea

Your Price: \$872.95 / package

(\$174.59 / ea)

Total Available: Oldcastle Orders over
\$750 Usually Ship NextDay ,Otherwise
7-10Days

Qty: ea [ADD TO CART](#)

Note: this product is only sold in multiples
of 5 items

[ADD TO LIST](#)

[VIEW CART](#) [CHECKOUT](#)

Product Specifications

Category:	Underground Boxes
Full Size Image	
Manufacturer:	Oldcastle Precast, Inc.
Manufacturer Brand:	Olcastle Enclosure Solutions
Product Description:	OLDCASTLE 13241055 1324-15 Green-FIBER OPTICS-LBLPnta 0 MsHI T Cover-457 Unit-PLC
Sub-Category:	Utility Flush Mount Box
UNSPSC:	39121336
UPC 12 Digit:	800246102298



TOWN OF HORIZON CITY

14999 DARRINGTON ROAD
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915-852-1046

OLDCASTLE 13241055 CMC BOX UNIT | Gordon Electric Supply, ... <https://www.gordonelectricsupply.com/p/Oldcastle-13241055-Cmc-B...>

Unique Product Key: 6387635

Resources

Manufacturer Spec Sheet



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- Line Card - Pontiac Electric
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892-1866

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TOWN OF
HORIZON CITY

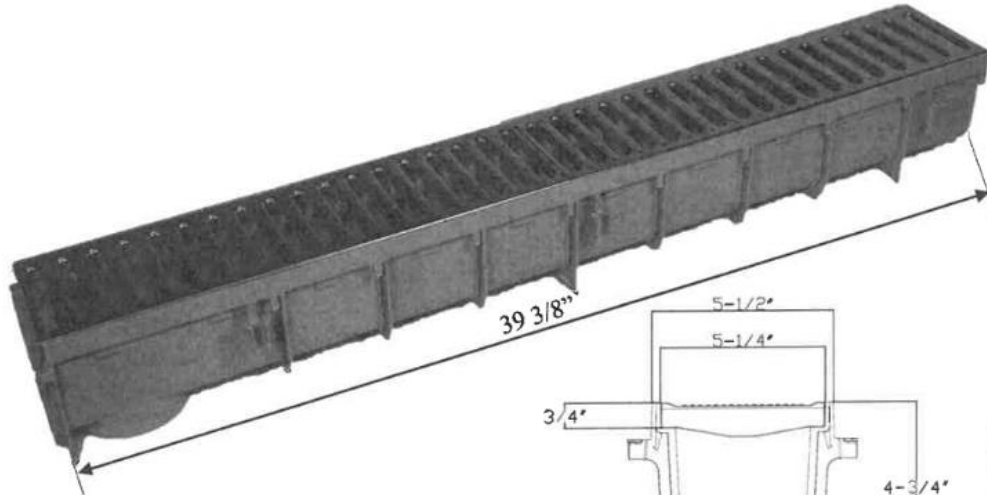
14999 DARRINGTON ROAD
HORIZON CITY, TX 79928
915-852-1046



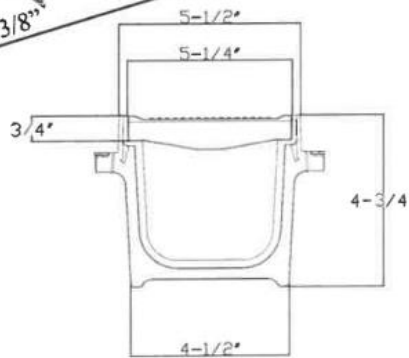
NDSTM
WE PUT WATER IN ITS PLACE

TECHNICAL
SPECIFICATIONS

5 Inch Pro Series Drain Kit With Metal Grate

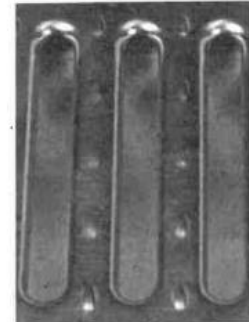


SIDE REBAR CLIP
DETAIL



CROSS-SECTION
DETAIL

GRATE SLOT
DETAIL



Part #: 864GMTL (Includes 2 Galvanized Steel Grates ,
#800-Channel (1qty.), #813-End Outlet (1qty.), and
#812-End Cap (1qty.)

Material: Channel (Polyolefin) Grates (Galvanized Steel)

Color: Light Gray / Galvanized Steel

Fits: 3" (Hub) and 4" (Spigot) Sewer/Drain Pipe

Rebar tie clips for easier installation: Fits #4 Rebar

Grate Opening: 0.45" x 4"

Open Surface Area: 19.32 sq. inch per linear ft.

Head Pressure / Flow Rate:

Head (inches) - Max Flow

1" = 83.58 GPM per foot

0.5" = 59.10 GPM per foot

Weight per unit: 7.70 lbs.

Screw: #829 Stainless Steel Screw, 4 per
grate.

UV Inhibitors



Class B

- Loads of 61-175 psi.
- Recommended for medium-duty pneumatic tire traffic, autos and light trucks at speeds less than 20 m.p.h.

Note: Some installations may require a concrete collar to meet load rating. Loads are based on encasing product in concrete. Product must be installed using NDS instructions.

ADA Compliance

NDS provides a wide selection of grates that are compliant with the Americans with Disabilities Act. The ADA Accessibility Guidelines For Buildings and Facilities Section 4.5.4 specifies that ground and floor grates "shall have spaces no greater than 1/2 in (13 mm) wide in one direction."

We are pleased to provide grates that comply with these requirements, so that no individual need be limited from accessing the area safely and confidently.

To see if a grate is ADA compliant, please check the description of the product in our NDS Drainage Catalog: products that meet these requirements are marked "ADA compliant."

Like to find out more about ADA compliance and NDS? Send us your question and we'd be happy to help.

ADA COMPLIANT



851 N. Harvard Avenue
Lindsay, CA 93247
800-726-1994



Visit ndspro.com for specs,
detail drawings, and case studies



NDSTM
WE PUT WATER IN ITS PLACE



**TOWN OF
HORIZON CITY**

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

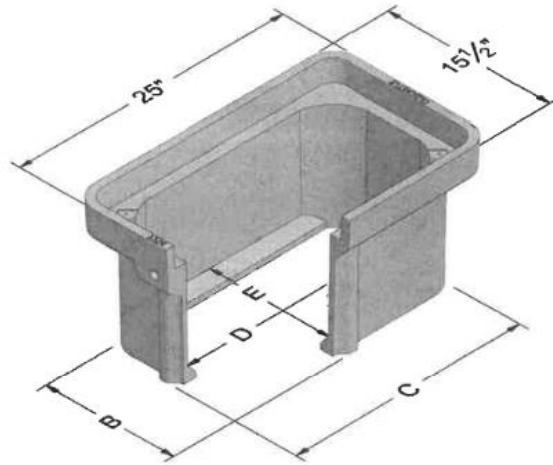
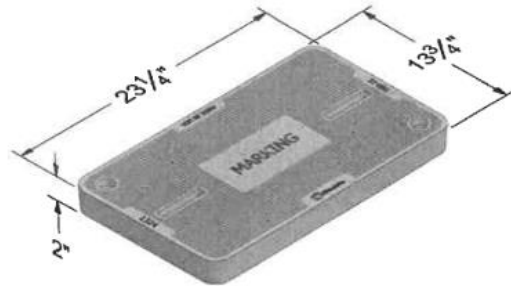
1324

OLDCASTLE POLYMER *(formerly H-Series)*

COVER

- Style: Flush Solid
- Material: Polymer Concrete
- Model: 13" x 24"
- Weight: Tier 15: 38 lbs.
Tier 22: 51 lbs.
- Std. Fasteners: 1/2-13 Stainless Steel Hex Head Bolt, Washer and Floating Nut
- Options: Logos and Special Markings
- Surface: Slip Resistant
- Performance: ANSI/SCTE-77, Tier 15 or Tier 22*

Cover comes standard with permanent markings for manufacturer, load rating, model size and manufacturing location.



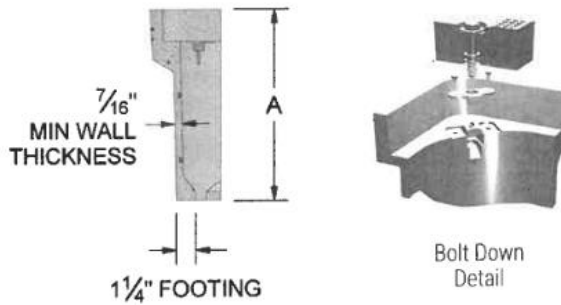
BODY

- Material: Polymer Concrete
- Model: 13" x 24"
- Weight: 12" Depth: 51 lbs.
18" Depth: 69 lbs.
24" Depth: 88 lbs.
- Wall Type: Straight
- Performance: ANSI/SCTE-77 Tier 22

LOAD RATING / NOTES



For use in non-vehicular traffic situations only. Weights and dimensions may vary slightly. Actual load rating is determined by the box and cover combination.



	A	B	C	D	E
1324-12	12	13-1/2	23	20-7/8	11-3/8
1324-18	18	13-3/8	22-7/8	20-5/8	11-1/8
1324-24	24	13-1/4	22-3/4	20-3/8	10-7/8

* Based upon lid and body combination, this unit can be Tier 15 or Tier 22. T22 rating when paired with T22 polymer concrete lid.



TOWN OF HORIZON CITY

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

1324

OLDCASTLE POLYMER *(formerly H-Series)*

COVER OPTIONS

Oldcastle Polymer, Flush Solid
Steel, Solid



Polymer
Solid



Steel
Solid

FASTENER OPTIONS

Hex Head Bolt (A)
Penta Head Bolt (B)
Penta Head Coil Thread Bolt (B)
Oldcastle Vandal Resistant Bolt (C)
Captive Bolt Retainer



Standard Thread



A



B



C



Coil Thread



Bolt Retainer
(for standard thread)

ADD ON OPTIONS

EMS Marker
Mouseholes/Knockouts
Rack Mount
Cable Racks/Cable Arms
Unistrut
Pulling Eye - 1,000 lb and 3,000 lb
Ground Buss
Dividers
Racking Provision
Lid Gaskets*
Solid Bottom
Custom Marking Plate (Polymer)



Rack Mount



Cable Rack
Cable Arm



Unistrut



Pulling Eye



EMS Marker



Ground Buss

* Lid Gaskets inhibit water flow into the box, they do not make enclosure fully waterproof.

WARNING: Cancer - www.P65Warnings.ca.gov

All information contained on this sheet is current at the time of publication.
Oldcastle reserves the right to discontinue or update product information without notice.

Revision 11/09/18
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**TOWN OF
HORIZON CITY**

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

ATTACHMENT B
(Work Directive from MCI – Change Order No. 10)



TOWN OF
HORIZON CITY

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

P L A N N I N G • E N G I N E E R I N G • P R O J E C T M A N A G E M E N T



2505 Missouri Ave.
El Paso, Texas 79903
PH. (915) 3532.2091
Fax (915) 542.0307
www.morenocardenas.com

January 18, 2022

HAWK Construction
12779 Azogue Ave.
El Paso, TX 79938

Attention: Jorge Ojeda, P.E.
President

Reference: Golden Eagle Park – Work Directive for Pump Station Drainage

Mr. Ojeda:

With approval from The Town of Horizon City, HAWK Construction is directed to begin the necessary work related to the drainage in the pump station area. The general scope of the project is as follows:

- Install 3 new valve boxes. This is to minimize any vandalism events at these valves.
- Install a drain in the pump station area. This drain is to connect to the existing sewer line that runs within the pump station area as per the attached Exhibit A.

The cost should not exceed \$5,101.20 as per “Change Order Request PCO 036” as provided by Hawk on January 12, 2022 (attached). The time to complete the work is expected to be 4 days with approximately 2 to 3 weeks of lead time on the materials. Please notify us as soon as materials are ordered so that we can keep track of the time that will be adjusted as per this request. Also, please notify MCI as soon as the materials are delivered so we can keep track of the time to complete the work directive.

A final change order with actual delivery time and 4 days of construction time will be presented to Council as soon as actual dates are available for final approval.

Should you have any questions, please call Saul Trejo, P.E.

Sincerely,

Saul Trejo, P.E.
Construction Manager

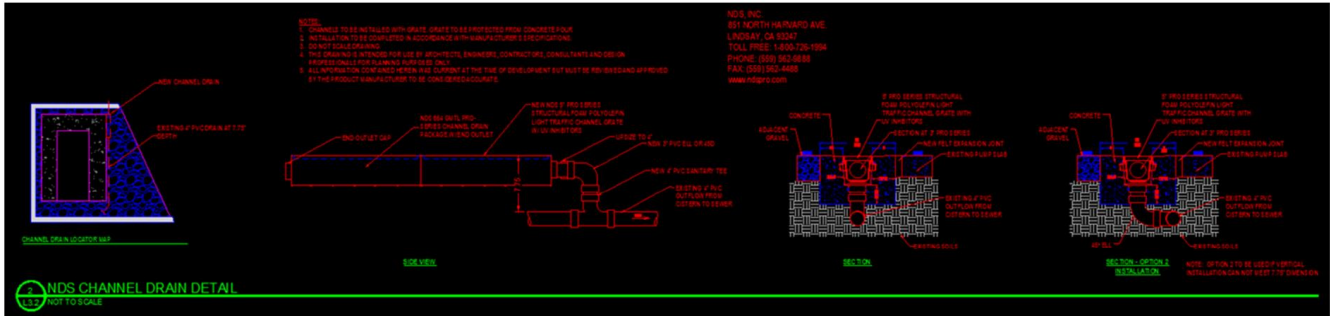


TOWN OF HORIZON CITY

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



EXHIBIT A – Drain Connection from Pump Station to Existing Sewer





**TOWN OF
HORIZON CITY**

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

ATTACHMENT C
(Record of Completion of Work – Change Order No. 10)



**TOWN OF
HORIZON CITY**

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

Saul Trejo

From: Jorge Ojeda <jojeda@hawkconcrete.com>
Sent: Wednesday, February 16, 2022 11:50 AM
To: Teresa Quezada
Cc: Saul Trejo; Michelle Padilla; Albert Valle (avalle@horizoncity.org); rrivera@huitt-zollars.com; Joe Aguilar; Christopher Michael Phelps; Joe Aguilar
Subject: RE: Work Directive - delivery dates - Update

Good morning,

Update on status of Golden Eagle pump station drain and electrical work:

1. PUMP STATION DRAIN – Work Directive
 - a. Drain installation was completed on Wednesday, February 9.
 - b. Tested on Thursday, February 10.

2. ELECTRICAL CONNECTION BOX TO PUMP STATION
 - a. Electrical subcontractor was on site to begin reconnection work on Thursday 2/10/22, but found out that extent of damage to wiring was more than anticipated. At least one of the wires in the conduit run from junction box at baseball field was burned out from one end to the other, approx. 320 linear feet.
 - b. New wiring was pulled from junction box to pump station by electrical sub on Tuesday 2/15/22 and reconnected to electrical box at pump station. Below is the field Superintendent’s report describing of work performed:
 - i. “The wiring to pump was melted in conduit in multiple locations coming from original panel. The four wires were replaced without having to dig conduit. The RainBird panel was fired up and showed code VFD (Variable Frequency Drive). Also ground fault on output side. The electric motor sounds like it wanted to turn, but did not. Armature may be rusted to coils or settlement in line. It needs to be inspected.”

3. ACCENT LANDSCAPE COORDINATION WITH RAINBIRD
 - a. Joe Aguilar is out of the office with COVID.
 - b. I was able to speak with Joe today and suggested that he sends Field Report above to RainBird rep to see what he recommends the next step should be.
 - c. Also, to check the possibility of having the RainBird Rep talk with our Superintendent on the field by phone to offer recommendations before making the trip out here.

4. TODAY’S PROJECT MEETING (2/16/2022)
 - a. I inadvertently booked a meeting for today at 3:30 pm for another project, since I had not the time blocked off on my calendar.
 - b. Would it be OK to reschedule this meeting?

Please advise.

Thank you,
-Jorge

Jorge Ojeda, P.E.
President

HAWK Construction
TxHUB & DBE Certified
12779 Azogue Ave. | El Paso, Texas 79938
915.526.9116 ph | 915.288.2072 fax
jojeda@hawkconcrete.com | estimating@hawkconcrete.com

13. Discussion and Action:

186

Mayor/CIP Manager

On Change Order #6 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.



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: April 6, 2022

To: Honorable Mayor and Members of City Council

From: Teresa Quezada, CIP Manager *Teresa Quezada 4/6/2022*

SUBJECT: Discussion and Action: On Change Order #6 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. 6 to the construction contract with Allen Concrete, LLC adds **81 days to final completion and \$44,786.01** to the contract.

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 increases to **\$2,264,613.56** and the updated **completion date for the project is May 3, 2022.**

Change Item	Amount	Time*
1. Increase – contract time as the project team evaluated options to limit access to motorized vehicles to park and to identify an appropriate locking mechanism for the bathroom.	N/A	49 days to final completion
2. Increase – contract time and cost for purchase and installation of 24 fixed bollards, 1 swing gate, 22 linear feet of handrail and reinstall 1 swing gate	\$32,227.24	28 days to final completion
3. Increase – contract time and cost for purchase and installation of an electromagnetic locking system for the restroom.	\$12,558.77	4 days to final completion
Totals	\$44,786.01	81 days to final completion

*Time is reflected in calendar days.

The change order items were discussed and agreed upon after the contractor had substantial completed the project; thus, the time allowance only increases the time period to final completion. Limiting access to motorized vehicles to the park is important to preserve the park and prevent damage from unauthorized motorized access. The bathroom locking mechanism is critical to provide safety and security to park users.

Staff recommends approval.

Attachment: Change Order Form

PROJECT: Corky Park Improvements**DATE OF ISSUANCE:** April 12, 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 will Increase the Contract Amount by \$44,786.01 and Increase the Contract time by 81 Calendar Days for Final Completion to do the following:

1. Increase the Contract Time by 49 calendar days to allow for the time between the Town, the Contractor, and the Designer to determine the appropriate limitations to access the park and functioning the restroom locking mechanism, negotiate with the Contractor, and allow for the lead time for the materials.
2. Increase the Contract Amount by \$32,227.24 and Increase the Contract Time by 28 Calendar Days for the Contractor to furnish and install the 24 fixed bollards, 1 swing gate, and 22 linear feet of handrail, and reinstall 1 swing gate.
3. Increase the Contract Amount by \$12,558.77 and Increase the Contract Time by 4 Calendar Days for the Contractor to furnish and install an electromagnetic locking system for the restroom building.

PURPOSE OF CHANGE ORDER:

1. During the Substantial Completion Walk Through it was noted that there were several access points in which motorized recreational vehicles or passenger vehicles could easily access the park and that an area near the slide had a large drop-off requiring a handrail. Also, during the Substantial Completion Walk Through, it was noted that the restroom locks for the restroom door were manual and would require someone to go and open the facilities in the morning and lock them when the park was closed. Since the City, does not have staff to perform these tasks on a daily basis, it was determined that an electromagnetic locking system would be required to automatically unlock the restrooms in the morning and lock them when the park is closed. While the Contractor completed items on the Substantial Completion punch list, Town staff, the Construction Management Team, and the Designer coordinated to determine the best options to secure the park from unauthorized motor vehicles and evaluate different electromagnetic locking system for the restroom building. The CM team then negotiated with the Contractor for the cost to furnish and install the required items. A Work Directive Change was issues to the Contractor was issued on March 15, 2022 to begin work on the items, which was 33 calendar days from the Final Completion date of February 11, 2022. An additional 16 calendar days was added to account for the lead time for the materials to arrive. The Contractor has completed the work on the Substantial Completion punch list by the Final completion date. The contract time is **INCREASED BY 49 CALENDAR DAYS.**
2. In order to minimize the motor vehicle access to the park, it was determined that swing gates and bollards were needed to secure entrances. The gates and bollards had to be placed to allow pedestrian access to the park, while preventing vehicles from entering the park. Working with the Town of Horizon Public Works Department and the park Designer, to determine the locations of bollards and the swing gates. The pedestrian access points to the park were determined and fixed bollards were located at these locations to maintain ADA accessibility into the park. The other access points were then evaluated to determine if the City would need to access the park from those location for maintenance. The area near the Oz Glaze Center and by the dumpster, were identified as locations that the City would use for motor vehicles to access the park; therefore, swing gates were located here. The other two areas were identified as location near the parking stalls on Rodman and Veny Webb that could be permanently blocked off to both pedestrians and motor vehicles and bollards spaces approximately 3 feet apart were located at these locations. The Contractor is directed to install 24 fixed bollards, 2 swing gates, and 22 feet of handrail per submitted cost proposal. The contract amount is **INCREASED by \$ 32,227.24.** The contract time is **INCREASED BY 28 CALENDAR DAYS.**
3. The Contractor is directed to install the electromagnetic locking system and the components for both restrooms per submitted cost proposal. The contract amount is **INCREASED by \$12,558.77** The contract time is **INCREASED BY 4 CALENDAR DAYS.**

IMPACT TO COST AND CONTRACT TIME (EACH TIME):

Add \$44,786.01 to the Contract Amount and add 81 calendar days to the Contract time to bring Final Completion date to May 3, 2022.

<u>Item No. 1</u>	Contract Cost Increase/Decrease	\$	0.00	Contract Time Increase/Decrease	49	Calendar Days
<u>Item No. 2</u>	Contract Cost Increase/Decrease	\$	32,227.24	Contract Time Increase/Decrease	28	Calendar Days
<u>Item No. 3</u>	Contract Cost Increase/Decrease	\$	12,558.77	Contract Time Increase/Decrease	4	Calendar Days
Summary	Contract Cost Increase/Decrease	\$	44,786.01	Contract Time Increase/Decrease	81	Calendar Days

ATTACHMENTS:

WDC #1
Contractor Negotiated Cost Proposal

PROJECT: Corky Park Improvements

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME
ORIGINAL PRICE <p style="text-align: right;">\$2,199,541.28</p>	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 <p style="text-align: right;">\$2,219,827.55</p>	CONTRACT TIME PRIOR TO THIS CHANGE ORDER MILESTONES: CONTRACT TIME: Substantial Completion: 358 Days Due Date: January 4, 2022 Final Completion: 396 Days Due Date: February 11, 2022
NET INCREASE/DECREASE OF THIS CHANGE ORDER <p style="text-align: right;">\$44,786.01</p>	NET INCREASE OF THIS CHANGE ORDER MILESTONES: CONTRACT TIME: Substantial Completion: 0 Calendar Days Final Completion: 81 Calendar Days
CONTRACT PRICE WITH ALL APPROVED CHANGE ORDERS <p style="text-align: right;">\$2,264,613.56</p>	CONTRACT TIME WITH ALL APPROVED CHANGE ORDERS MILESTONES: CONTRACT TIME: Substantial Completion: 358 Days Due Date: January 4, 2022 Final Completion: 477 Days Due Date: May 3, 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 _____

RECOMMENDED:

by _____
Roxanna Medina, PE
Construction Manager

Date _____

REVIEWED:

by _____
Town of Horizon-Public Works Director

Date _____

APPROVED:

by _____
Ruben Mendoza-Mayor
Town of Horizon

Date _____

WORK DIRECTIVE CHANGE (WDC) NO. 1

PROJECT: Corcoran “Corky” Park Improvements **DATE OF ISSUANCE:** 03/15/22

OWNER: TOWN OF HORIZON CITY **OWNER'S BID NO.** CIP 18-102
14999 Darrington Road
Horizon City, Texas 79928 **ENGINEER:** Huitt-Zollars, Inc.

CONTRACTOR: ALLEN CONCRETE, INC **ENGINEER'S PROJECT NO.** R313462.01

CONTRACT PRICE: \$2,219,827.55 **TOH ACCT NO:**

CONTRACT TIME: 396 Calendar days (as stated in contract)

You are directed to proceed promptly with the following change(s):**Description:**

Item No. 1-Park Components—This work directive item is to furnish and install 24 pipe bollards, furnish and install 1 swing gate, reinstall 1 owner provided gate, and furnish and install handrail as indicated on the annotated grading plans attached.

Item No. 2 -Restroom Building Electromagnetic Locks—the Contractor is to furnish and install an electromagnetic lock system for the restrooms.

Purpose of Work Directive Change:

Item No. 1—During the Substantial Completion Walk Through it was noted that there were several access points in which motorized recreational vehicles or passenger vehicles could easily access the park and that an area near the slide had a large drop-off requiring a handrail. In order to minimize the motor vehicle access to the park, it was determined that swing gates and bollards were needed to secure entrances. The gates and bollards had to be placed to allow pedestrian access to the park, while preventing vehicles from entering the park. Working with the Town of Horizon Public Works Department and the park Designer, to determine the locations of bollards and the swing gates. The pedestrian access points to the park were determined and fixed bollards were located at these locations to maintain ADA accessibility into the park. The other access points were then evaluated to determine if the City would need to access the park from those location for maintenance. The area near the Oz Glaze Center and by the dumpster, were identified as locations that the City would use for motor vehicles to access the park; therefore, swing gates were located here. The other two areas were identified as location near the parking stalls on Rodman and Veny Webb that could be permanently blocked off to both pedestrians and motor vehicles and bollards spaces approximately 3 feet apart were located at these locations. The Contractor is directed to install 24 fixed bollards, 2 swing gates, and 22 feet of handrail per submitted cost proposal.

Item No. 2—During the Substantial Completion Walk Through, it was noted that the restroom locks for the restroom door were manual and would require someone to go and open the facilities in the morning and lock them when the park was closed. Since the City, does not have staff to perform these tasks every day, it was determined that an electromagnetic locking system would be required to automatically unlock the restrooms in the morning and lock them when the park is closed. The Contractor is directed to install the electromagnetic locking system and the components for both restrooms per submitted cost proposal.

Attachments: Contractor Cost Proposal

A WDC may not change the Contract Price or the Contract Time, but it is evidence that the parties expect that the change directed or documented by a WDC will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time, unless a price can supportably be negotiated in advance of the performance.

If a claim is made that the above change(s) have affected Contract Price or Contract Time, any claim for a Change Order based thereon will involve one of the following methods of determining the effect of the change(s).

Method of determining change in Contract Price:

- Time and Materials
- Unit Prices
- Cost plus fixed fee
- Other _____

Engineer's Estimate of Probable Cost:

Estimated increase (~~decrease~~) in Contract Price: \$ 44,786.01.
If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

RECOMMENDED:



Engineer

3/14/2022

Date

Method of determining change in Contract Time:

- Contractor's records
- Engineer's records
- Other _____

Engineer's Estimate of Probable Impact to Contract Time:

Estimated increase (~~decrease~~) in Contract Time: 35 days.
If the change involves an increase, the estimated time is not to be exceeded without further authorization.

RECOMMENDED:



Engineer

03/14/2022

Date

Change Request Proposal

Project: 2020-35 / Corky Park Improvements
 (name and address) Rodman St
 Horizon City, TX 79928

Change request number: 1008
 Description: Install Swings Gates (1 set), Reinstall (1) Swing Gate, Install handrail (1), Install 6" pipe bollards (24)

Customer: Town of Horizon City

Notice to Proceed

Submitted date:
 Received date:
 Rough order of magnitude: 0.00

Status: Proposed
 Origination date: 03/11/22

Quotation

Submitted date: 03/11/22
 Due date:
 Submitted amount: 32,227.24
 Requested days delay: 20

Notes

- SCOPE OF WORK:**
- Fabricate & install Swing Gates painted same as handrail (1 Set)
 - Reinstall (1 ea.) Swing Gate
 - Fabricate & Install Handrail at slide (1 ea.) (Color to match as close as possible to Slide)
 - Install (24) 6" pipe bollards same color as handrail with Reflectors at designated Locations

Revenue Detail

Billing Item	Description	Quantity	Revenue
CO	Install Swings Gates (5), Inst	1.00	32,227.24
Total Revenue:			32,227.24

Contractor Pricing

Phase Code / Description	Cost Type	Quantity	UM	Amount
5000 Concrete	1L Labor	1.00		8,798.00
5000 Concrete	3M Material	1.00		900.00
5000 Steel	3M Material	1.00		16,339.75
5000 Concrete	3E Equipment	1.00		1,571.79
Contractor Pricing Total:				27,609.54
Total:				27,609.54
Mark-up:				4,617.70
Total Contractor Price for CR 1008				32,227.24

Approvals

Customer: Town of Horizon City
 Authorized Representative: _____
 By: _____
 Date: _____

Contractor: Allen Concrete, LLC
 By: _____
 Date: _____



Project: Corky Park **Duration:** March 11, 2022

Address: _____ **Duration:** 4 Weeks

County: Horizon City, TX

Description: Fabricate & install Swing Gates painted safety yellow (1 - Sets ea), Reinstall (1) Swing Gate, Fabricate & Install Handrail at slide (Color to match as close as possible to Slide), Install 6" bollards (24 ea) painted same color as handrail with Reflectors at Designated Locations

LABOR Classification	Crew	HOURS		Rate		Amount
		Reg	OT	Reg	OT	
Common Labor	6	366		\$13.00		\$ 4,758.00
Welder	1	40		\$20.00		\$ 800.00
Foreman	1	120		\$27.00		\$ 3,240.00
						\$ -
						\$ -
						\$ -
Sub-Total Labor						\$ 8,798.00

EQUIPMENT Description	QTY	U/M	HOURS	Rate	Amount
Core Drill	3	DAY		\$109.00	\$ 327.00
Bobcat w/Auger	5	DAY		\$225.00	\$ 1,125.00
Sub-Total Equipment					\$ 1,452.00

MATERIAL Description	UNIT	QTY	Rate	Amount
6" x 7' Pipe Bollards	EA	24	\$283.43	\$ 6,802.32
Paint - Aqualuxe	Gal	5	\$61.00	\$ 305.00
2" OD Sch 10 Pipe (Handrail)	LBS	271	\$9.44	\$ 2,558.70
2" OD Sch 40 (Gate Frame)	LBS	307.44	\$4.76	\$ 1,463.41
6 5/8" x 7' Post w/Cap	LBS	280	\$17.10	\$ 4,793.44
Concrete	CY	9	\$100.00	\$ 900.00
3" Acrylic Plastic Primatic Reflectors	EA	72	\$5.79	\$ 416.88
Sub-Total Material				\$ 17,239.75

SUBCONTRACTOR Name/Description	Amount	
	\$0.00	
Sub-Total Subcontractor		\$ -

COMPENSATION	Amount	
Burden Compension on Direct Labor 0%	\$ -	
Compensation on Materials 0%	\$ -	
Compensation on Equipment 8.25%	\$ 119.79	
Compension on on Subcontractor 0%	\$ -	
Sub-Total Compensation		\$ 119.79

Sum-Total	\$ 27,609.54
OH/Profit (15%)	\$ 4,141.43
Sum-Total	\$ 31,750.97
Bond (1.5%)	\$ 476.26
Total Amount	\$ 32,227.24

Allen Contconcrete, LLC
CONTRACTOR

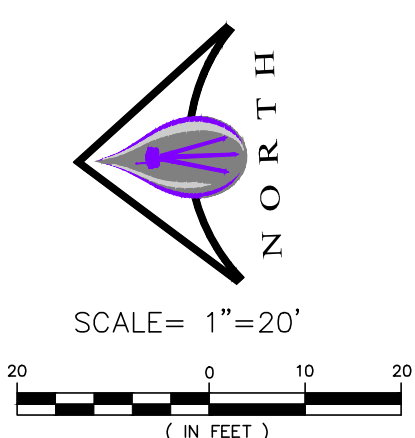
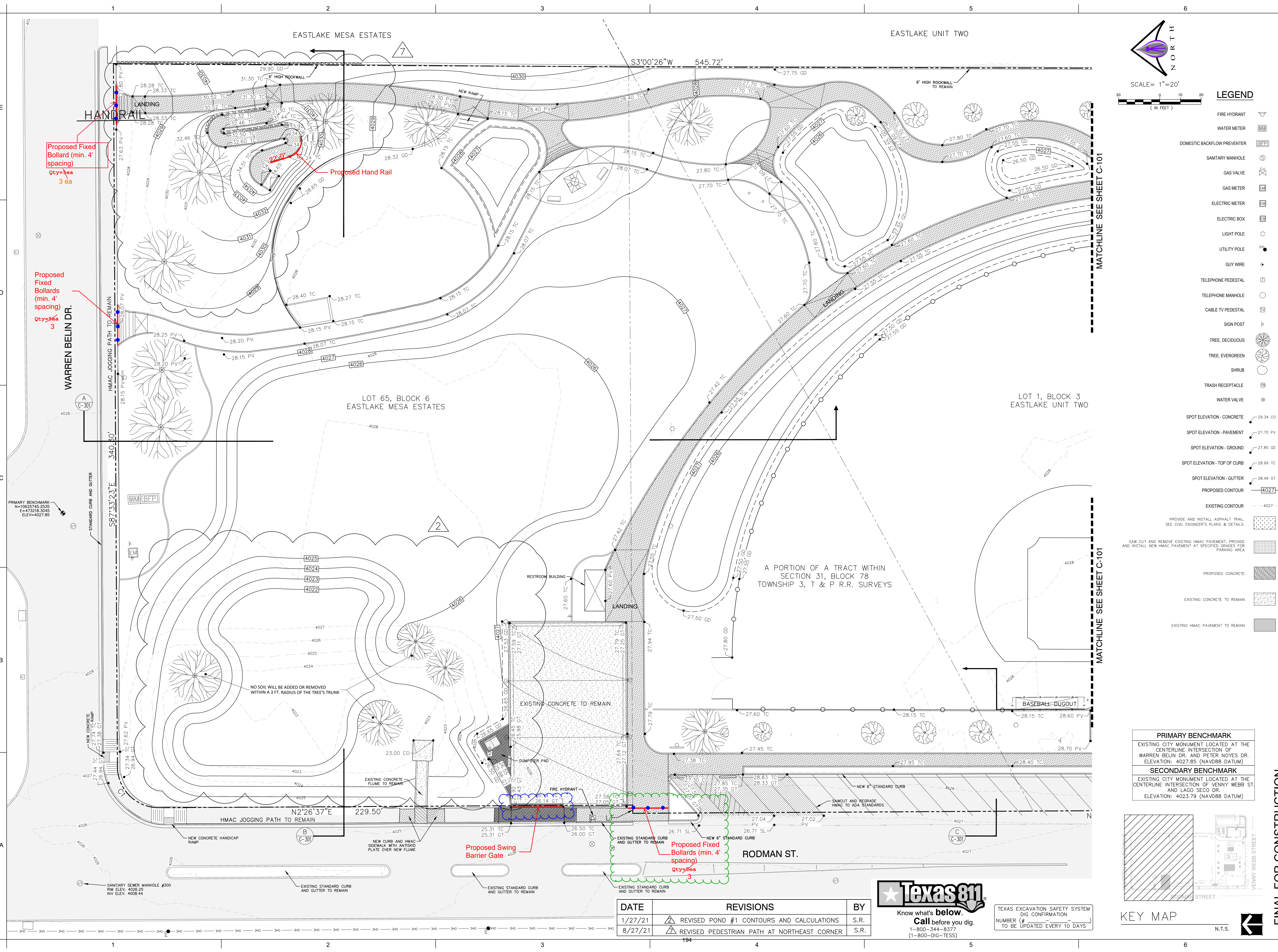
Miguel Allen
OWNER

By Signature and Title

By Signature and Title

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Z:\Clients\Sites Southwest\021319-2 Corky Park Improvements\07-CADD\04-Improvements\Revised Drawings\07-08-21\02-Drawings\switch back.dwg 8-27-21 01:29:04 PM Sammy

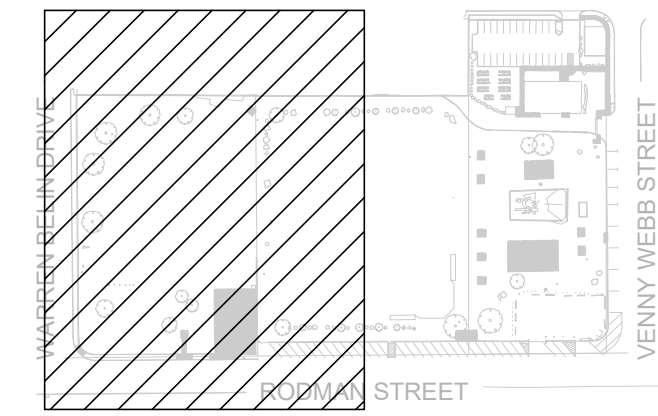


LEGEND

- FIRE HYDRANT
- WATER METER
- DOMESTIC BACKFLOW PREVENTER
- SANITARY MANHOLE
- GAS VALVE
- GAS METER
- ELECTRIC METER
- ELECTRIC BOX
- LIGHT POLE
- UTILITY POLE
- GUY WIRE
- TELEPHONE PEDESTAL
- TELEPHONE MANHOLE
- CABLE TV PEDESTAL
- SIGN POST
- TREE, DECIDUOUS
- TREE, EVERGREEN
- SHRUB
- TRASH RECEPTACLE
- WATER VALVE
- SPOT ELEVATION - CONCRETE 29.34 CO
- SPOT ELEVATION - PAVEMENT 27.70 PV
- SPOT ELEVATION - GROUND 27.85 GD
- SPOT ELEVATION - TOP OF CURB 28.99 TC
- SPOT ELEVATION - GUTTER 28.49 GT
- PROPOSED CONTOUR 4027
- EXISTING CONTOUR 4027
- PROVIDE AND INSTALL ASPHALT TRAIL. SEE CIVIL ENGINEER'S PLANS & DETAILS.
- SAW OUT AND REMOVE EXISTING HMAC PAVEMENT. PROVIDE AND INSTALL NEW HMAC PAVEMENT AT SPECIFIED GRADES FOR PARKING AREA.
- PROPOSED CONCRETE
- EXISTING CONCRETE TO REMAIN
- EXISTING HMAC PAVEMENT TO REMAIN

PRIMARY BENCHMARK
 EXISTING CITY MONUMENT LOCATED AT THE CENTERLINE INTERSECTION OF WARREN BELIN DR. AND PETER MOVES DR. ELEVATION: 4027.85 (NAVD88 DATUM)

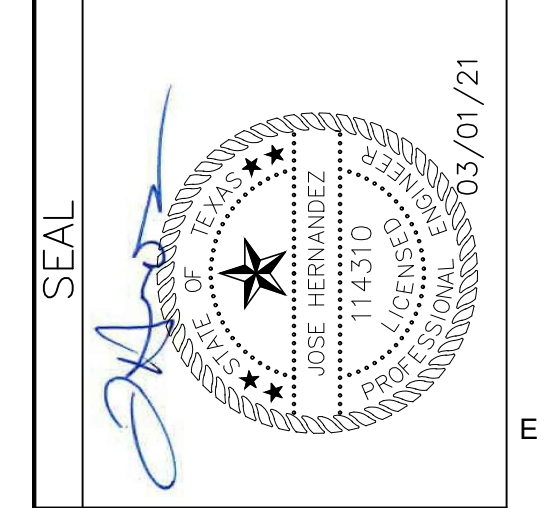
SECONDARY BENCHMARK
 EXISTING CITY MONUMENT LOCATED AT THE CENTERLINE INTERSECTION OF VENNY WEBB ST. AND LAGO SECO DR. ELEVATION: 4023.79 (NAVD88 DATUM)



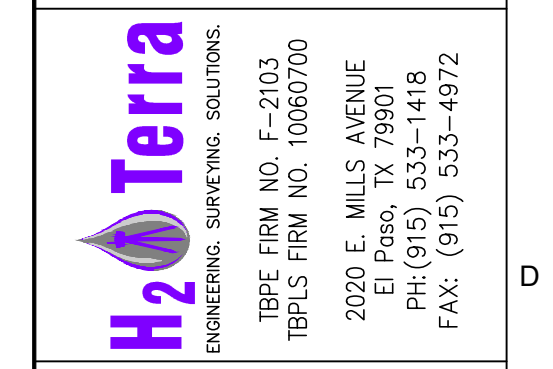
DATE	REVISIONS	BY
1/27/21	REVISED POND #1 CONTOURS AND CALCULATIONS	S.R.
8/27/21	REVISED PEDESTRIAN PATH AT NORTHEAST CORNER	S.R.



TEXAS EXCAVATION SAFETY SYSTEM
 DIG CONFIRMATION
 NUMBER (# _____)
 TO BE UPDATED EVERY 10 DAYS



SCALE: 1"=20'
 HORIZ. N/A
 VERT. N/A
 DATE: 05/28/2019
 DESIGNED BY: N/A
 DRAWN BY: S.R.
 CHECKED BY: J.H.
 APPROVED BY: J.H.
 JOB NO.: 2019050



PROJECT
 DESMOND CORCORAN PARK
 RODMAN STREET
 HORIZON CITY, TX 79928

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

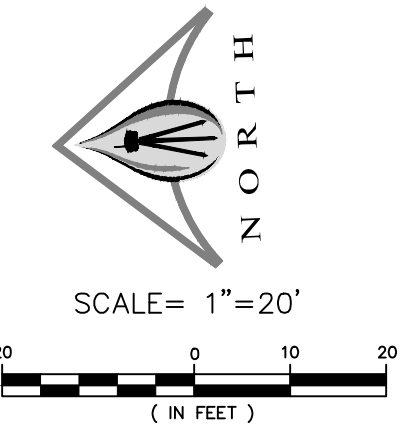
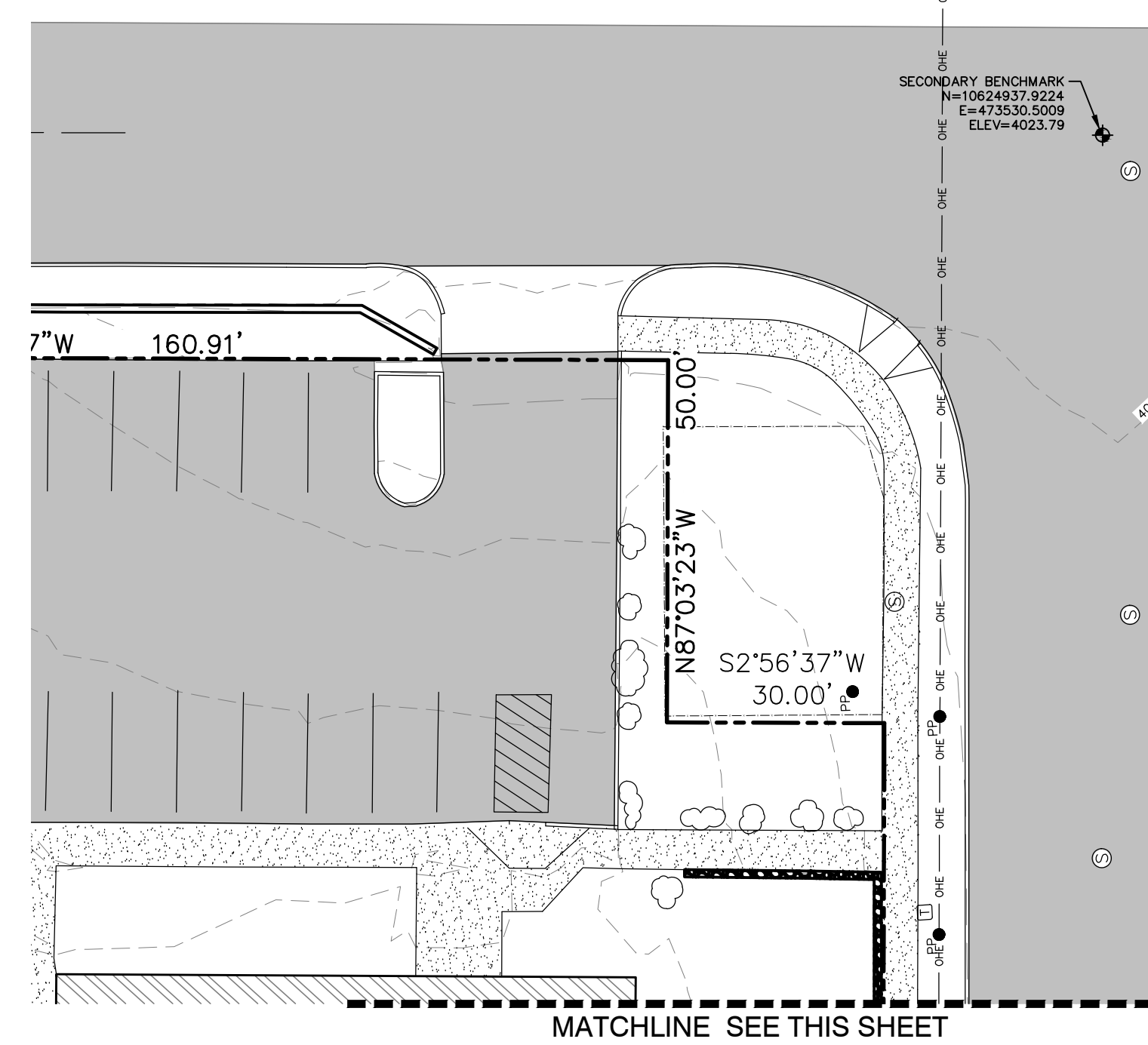
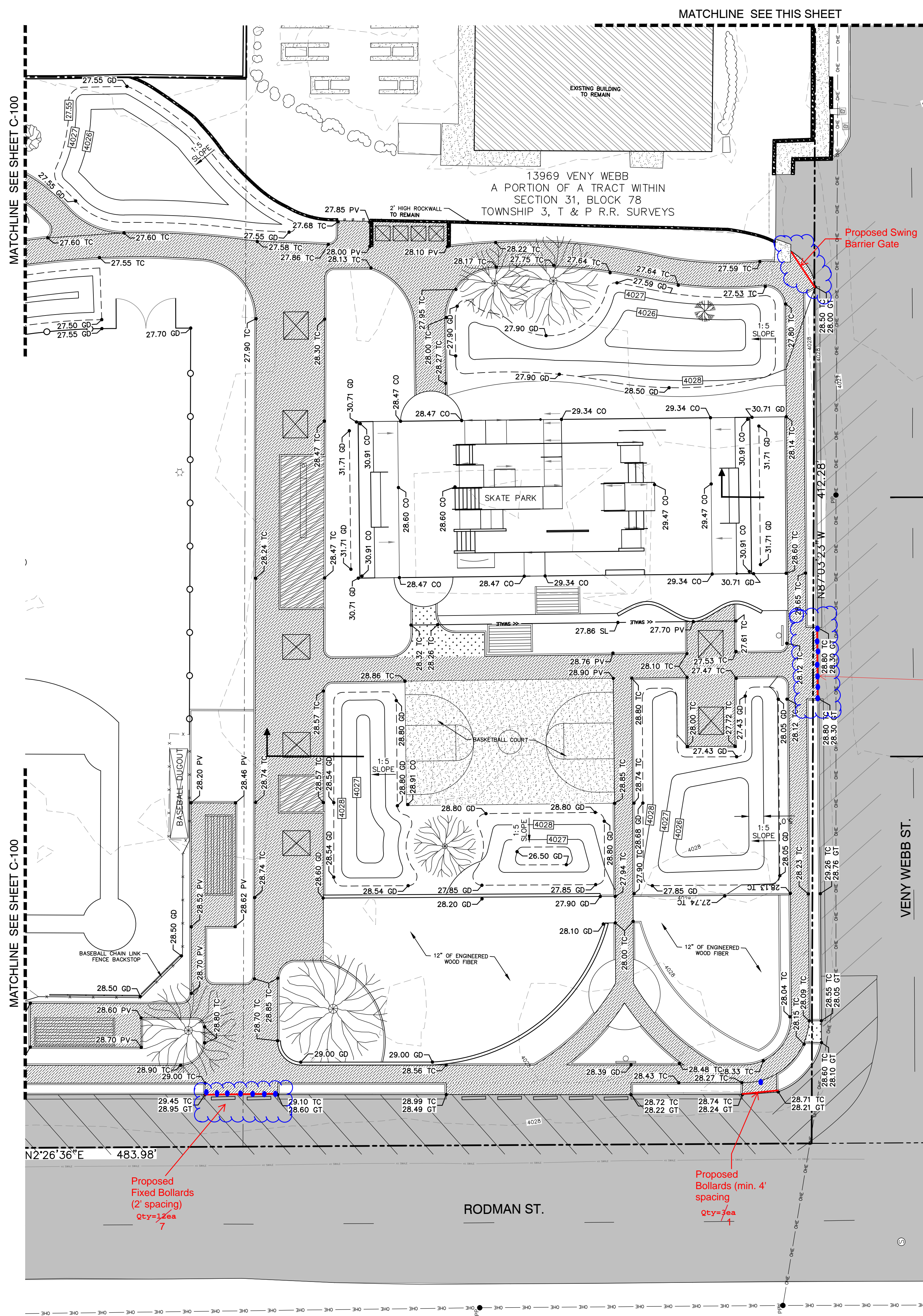
GRADING PLAN

C-101

FINAL FOR CONSTRUCTION

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C:\Projects\Sites Southwest\SAM DRAWINGS 5-6-20\02-Drawings\C-101_102 Grading Plan.dwg 5-07-20 08:35:01 AM H20

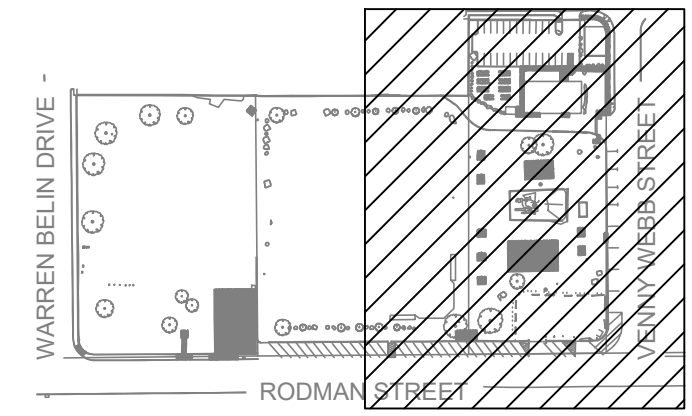


LEGEND

- FIRE HYDRANT
- WATER METER
- DOMESTIC BACKFLOW PREVENTER
- SANITARY MANHOLE
- GAS VALVE
- GAS METER
- ELECTRIC METER
- ELECTRIC BOX
- LIGHT POLE
- UTILITY POLE
- GUY WIRE
- TELEPHONE PEDESTAL
- TELEPHONE MANHOLE
- CABLE TV PEDESTAL
- BOLLARD
- SIGN POST
- TREE, DECIDUOUS
- TREE, EVERGREEN
- SHRUB
- TRASH RECEPTACLE
- SPOT ELEVATION - CONCRETE
- SPOT ELEVATION - PAVEMENT
- SPOT ELEVATION - GROUND
- SPOT ELEVATION - TOP OF CURB
- SPOT ELEVATION - GUTTER
- PROPOSED CONTOUR
- EXISTING CONTOUR
- PROVIDE AND INSTALL ASPHALT TRAIL
- SAW CUT AND REMOVE EXISTING HMAc PAVEMENT, PROVIDE AND INSTALL NEW HMAc PAVEMENT AT SPECIFIED GRADES FOR PARKING AREA
- PROPOSED CONCRETE
- EXISTING CONCRETE TO REMAIN
- EXISTING HMAc PAVEMENT TO REMAIN

PRIMARY BENCHMARK
 EXISTING CITY MONUMENT LOCATED AT THE CENTERLINE INTERSECTION OF WARREN BELIN DR. AND PETER NOYES DR.
 ELEVATION: 4027.85 (NAVD88 DATUM)

SECONDARY BENCHMARK
 EXISTING CITY MONUMENT LOCATED AT THE CENTERLINE INTERSECTION OF VENY WEBB ST. AND LAGO SEC DR.
 ELEVATION: 4023.79 (NAVD88 DATUM)



KEY MAP

Texas811
 Know what's below.
 Call before you dig.
 1-800-344-8377
 (1-800-DIG-TESS)

TEXAS EXCAVATION SAFETY SYSTEM
 NUMBER 4
 TO BE UPDATED EVERY 10 DAYS

FLOOD NOTE:
 NOTE: The above referenced property is within Zone "X" (Explanation: Area determined to be outside 500-year flood-plain) according to the Federal Emergency Management Agency Flood Insurance Rate Maps, as per Area Community Panel No. 480212 0250 B, dated September 4, 1991.

SEAL

SCALE 1"=20'

HORIZ. N/A
 VERT. N/A

DATE: 05/28/2019
 DESIGNED BY: N/A
 DRAWN BY: S.R.
 2020 E. MILLS AVENUE
 EL PASO, TX 79901
 PH: (915) 533-1418
 J.H.
 APPROVED BY: J.H.
 CHECKED BY: J.H.
 JOB NO.: 2019050

H2 Terra
 ENGINEERING SURVEYING SOLUTIONS
 TBPES FIRM NO. F-2103
 TBPES FIRM NO. 1060700
 2020 E. MILLS AVENUE
 EL PASO, TX 79901
 PH: (915) 533-1418
 FAX: (915) 533-4972

SITES
 SOUTH WEST
 ENGINEERING & ARCHITECTURE

PROJECT
DESMOND CORCORAN PARK
 RODMAN STREET
 HORIZON CITY, TX 79928

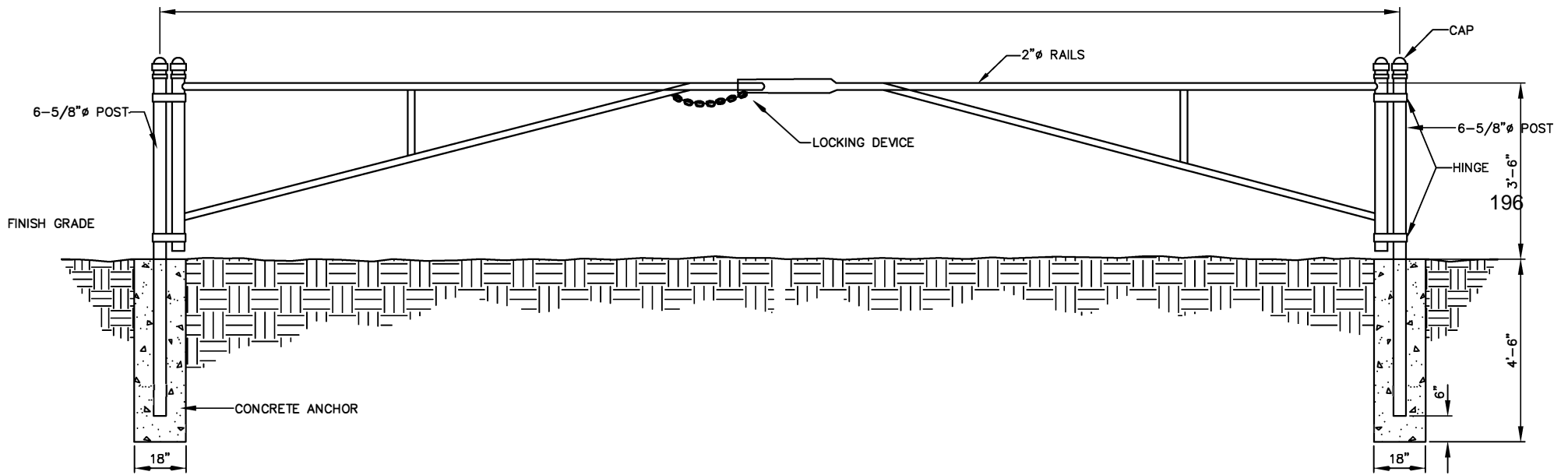
TOWN OF
HORIZON CITY
 14999 DARRINGTON ROAD
 HORIZON CITY, TX 79928
 (915) 852-1046



GRADING PLAN

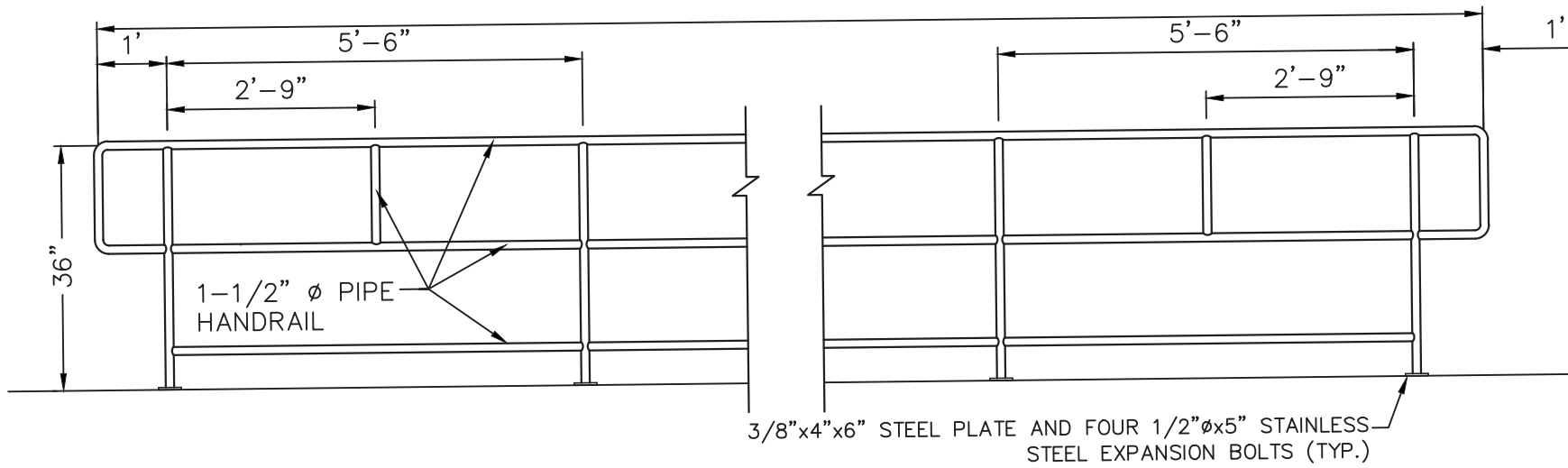
C-102

FINAL FOR CONSTRUCTION



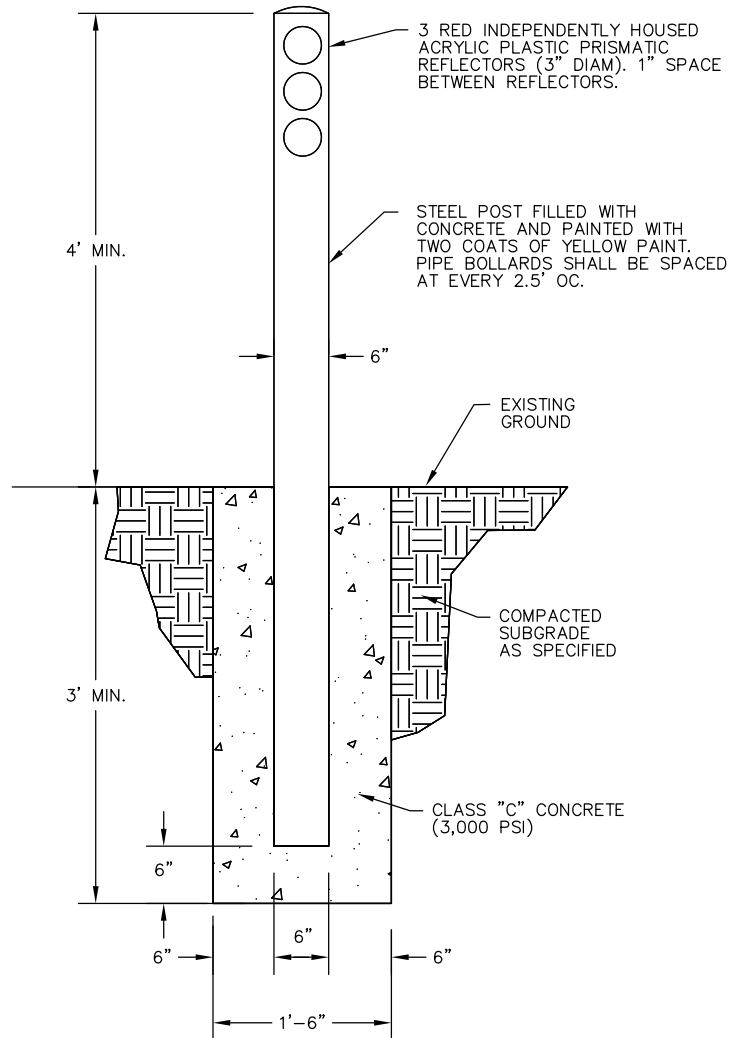
DOUBLE SWING BARRIER ARM GATE DETAIL

NOT TO SCALE



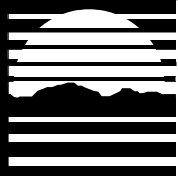
HANDRAIL¹⁹⁷





TYPICAL PIPE BOLLARD DETAIL

N.T.S.



HORIZON CITY

Incorporated 1988

POST GUARD DETAIL

198

HUITT-ZOLLARS

HUITT-ZOLLARS, INC. ENGINEERING/SURVEYING
5822 CROMO DR., SUITE 210 EL PASO, TEXAS 79912

SHEET 1 OF 1

Change Request Proposal

Project: 2020-35 / Corky Park Improvements
 (name and address) Rodman St
 Horizon City, TX 79928

Change request number: 1009
 Description: Furnish and install maglock access control system for public restroom.

Customer: Town of Horizon City

Notice to Proceed

Submitted date:
 Received date:
 Rough order of magnitude: 0.00

Status: Proposed
 Origination date: 02/23/22

Quotation

Submitted date: 02/23/22
 Due date:
 Submitted amount: 12,558.77
 Requested days delay: 3

Notes

SCOPE OF WORK

- Furnish and Install a Maglock Access Control System
- Install Programmable Timer (Programmable Via Software)
- Installation of Control Panel
- Install (2) Door Closers for Automatic Door Closing
- System Includes:
 - (a) Power Supply
 - (b) Motion Sensors for Egress
 - (c) Push Exit Buttons
 - (d) Battery Back-up
 - (e) Conduit and Penetrations

Revenue Detail

Billing Item	Description	Quantity	UM	Revenue
CO	Furnish and Install maglock ac	1.00		12,558.77
Total Revenue:				12,558.77

Contractor Pricing

Phase Code / Description	Cost Type	Quantity	UM	Amount	
7000	Subcontractor	3M	Labor	1.00	3,263.58
7000	Subcontractor	3M	Material	1.00	6,725.00
1020	Temporary Fence	5R	Equipment Renta	1.00	665.74
Contractor Pricing Total:				10,654.32	

Total:	10,654.32
Mark-up:	1,904.45
Total Contractor Price for CR 1009	12,558.77

Approvals

Customer: Town of Horizon City
 Authorized Representative: _____
 By: _____
 Date: _____

Contractor: Allen Concrete, LLC
 By: _____
 Date: _____



Project: Corky Park - Maglock System February 18, 2022
 Address: _____ Duration: 5 Days
 County: _____
 Description: Furnish and install maglock access control system for public public restroom

LABOR Classification	Crew	HOURS		Rate		Amount
		Reg	OT	Reg	OT	
Cert. Access Control Technicians	3	26.4		\$98.00		\$ 2,590.14
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
Sub-Total Labor						\$ 2,590.14

EQUIPMENT Description	QTY	U/M	HOURS	Rate	Amount
Temporary Fence Rental	1	MO		\$615.00	\$ 615.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Sub-Total Equipment					\$ 615.00

MATERIAL Description	UNIT	QTY	Rate	Amount
DSX Access Control System	EA	1	\$6,405.00	\$ 6,405.00
Door Closers	EA	2	\$160.00	\$ 320.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Sub-Total Material				\$ 6,725.00

SUBCONTRACTOR Name/Description	Amount
	\$0.00
Sub-Total Subcontractor	

COMPENSATION		Amount
Burden Compension on Direct Labor	26%	\$ 673.44
Compensation on Materials	0%	\$ -
Compensation on Equipment	8.25%	\$ 50.74
Compenstion on on Subcontractor	0%	\$ -
Sub-Total Compensation		\$ 724.17

Sum-Total \$ 10,654.31
 OH/Profit (15%) \$ 1,598.15
Sum-Total \$ 12,252.46
 Bond (2.5%) \$ 306.31
Total Amount \$ 12,558.77

Allen Contconcrete, LLC

 CONTRACTOR

Miguel Allen

 OWNER

 By Signature and Title

 By Signature and Title



High Sensitivity PIR

KEY FEATURES

The OD-22 passive infrared sensor is specifically designed for request to-exit applications, includes qualified motion analysis. The sensor may be mounted to frame header, wall or ceiling. Intended for indoor use only.

- ▶ Relay Output
- ▶ Adjustable Relay 0.5-64 second time delay
- ▶ Micro-based signal processing
- ▶ 2 Form C Relay Output
- ▶ Dual voltage

Specifications:

OD-22

Supply Voltage	12-24VDC or VAC
Supply Current	18-30mA@12-24VDC,45-80mA@12-24VAC
Relay Output	2C Contact(N.C/N.O), 24VDC 1A Max.
Detection Type	Passive infrared
Relay Hold Time	0.5-64 seconds
LED Indication	Red
Range	Coverage 12x5 ft at 7ft high,30x12 ft at 15 ft high(Adjustment)
Operating Temp	-14° F to 131° F(-10° Cto55°C)
Weight	0. 4lb (0. 18kg)
Humidity	0-95% non-condensing
Dimensions	6.53"Wx1. 57"Hx1. 53"D (166x40x39mm)

Design and specifications are subject to change without notice.





DSX Access Systems, Inc.

DSX-1022 Intelligent Controller



- 8 Supervised Inputs
- 4 Form C Relays - Fused
- TCP/IP Communications
- 260+ Card/Keypad Formats including CAC/FIPS/TWIC Cards
- UL294 / UL1076
- Flexible I/O Linking
- Retrofits 1021 Controllers
- 512K RAM / 512K Flash ROM

DSX-1022 Intelligent Controller

Processor

AM186 20Mhz

RAM Memory

Standard 512K / 512K Flash ROM

Size

Cabinet 15.5" W x 13.5" H x 6.0"D

DSX-1022 10.5" W x 7.5" H x 1.5" D

Weight

Cabinet 11.00 lb.

DSX-1022 1.60 lb.

Package Total 12.60 lb.

Enclosure Type

Nema Type 1 equivalent enclosure with lift-off hinged door, lock/key, and tamper switch.

Finish

Black Powder Coat on Enclosure and Black Enamel on Shield

Temperature/Humidity

Operating 32 to 131 F / 0 to 95% relative -

Storage -35 to 150 F

Warranty

Limited 2 Years

Supply Voltage

Panel Voltage 16.5 VAC 40VA

Power Requirements 33 Watts (112.6 BTU)

Panel Current Draw 540 ma

UL Listed or CSA Certified Class 2

Transformer Required. UL1076 requires 2

Output Voltage

Panel Output 12VDC 1A - Fused

Panel Output 5VDC 1/2A - Fused

Inputs

EOL Supervised 8

UL Installations require a Tamper Switch to be connected to an Input programmed with a 24hr Time Zone.

Outputs

Form C Relays (1-2) 4 fused at 1A

Relay Ratings 5 AMP 30 VDC

LED Outputs 6 - 3 per reader - open collector 100ma

Pre-Alarm Outputs 2 - 1 per door - open collector 100ma

Access Controlled Entry Points

Card Reader or Keypad - 2 - Any combination of card readers, keypads, or both may be used. Over 260 types available including CAC/PIV/TWIC Cards.

Battery Charging Output

Trickle Charge 13.5 VDC 500ma Fused /

Standby Time 3.3 hours under maximum load.

For UL Installations, must be Powersonic PS-1270,

Interstate PC-1270, or SBS S-1272. UL1076 requires 2

Communication Ports

RS-485 In (2) 1 for Master to PC, 1 From Sub

RS-485 Out 1 To Subsequent Subs

DSX-1022 Master Controller requires a DSX-USB or

MCI Module for direct serial port communications.



1,200-lb Electromagnetic Locks

- E-941SA-1200** *UL Listed*
- E-941SA-1K2PQ** *With bond sensor, status LED, UL listed*
- E-941SA-1K2PD** *With bond sensor, status LED, Timer*



E-941SA-1200 shown

Features:

- 1,200-lb Holding force
- Anodized aluminum housing (US 28)
- Selectable 12/24 VDC operation
- No residual magnetism
- MOV surge protection
- Adjustable mounting bracket
- Complete mounting hardware for typical installations
- “L” and “Z” brackets available for easy mounting
- Detachable faceplate

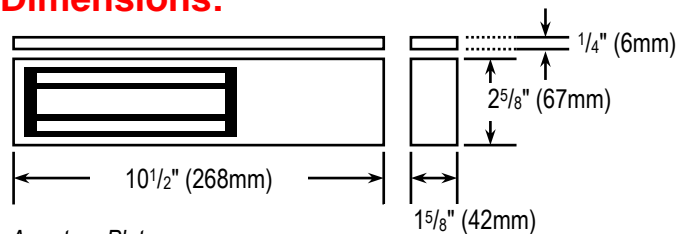
E-941SA-1K2PQ Only:

- Built-in dual-colored status LED and bond sensor to indicate locking status
- Bond sensor relay rated 3A@12VDC

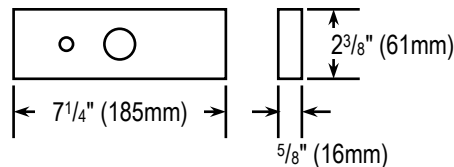
E-941SA-1K2PD Only:

- Built-in dual-colored status LED and bond sensor to indicate locking status
- Built-in timer: 1~78 seconds

Dimensions:



Armature Plate



Additional brackets for easy mounting:

E-941S-1K2/ZQ
“Z” Bracket



E-941S-1K2/LQ
“L” Bracket



E-941S-1K2/HQ
Armature Plate Holder



E-941S-1K2/UQ
“U” Bracket



Specifications:

Model	SA-1200	SA-1K2PQ	SA-1K2PD
Holding force	1,200-lb (545kg)		
Operating voltage	12/24 VDC±10%		
Current draw	12VDC	500mA@12VDC	
	24VDC	250mA@24VDC	
Bond sensor relay	3A@12VDC		
Operating temperature	14°~131° F (-10°~55° C)		
Weight	11-lb (5kg)		
Bond sensor relay		✓	✓
Status LEDs		✓	✓
Built-in timer			✓

SECO-LARM® U.S.A., Inc.

16842 Millikan Avenue, Irvine, CA, 92606

Phone: (949) 261-2999 | (800) 662-0800 Fax: (949) 261-7326

Website: www.seco-larm.com Email: sales@seco-larm.com

Illuminated RTE Plates with Square Buttons

Please visit the SECO-LARM website www.seco-larm.com for complete installation instructions.
Please read the manual carefully before beginning installation.

- SD-7202GC-PEQ** Stainless-steel plate
- SD-7202GC-PTQ** Stainless-steel plate with timer
- SD-7223GW-LQ** White plastic plate

Features:

- Large illuminated pushbutton with caption "PUSH TO EXIT"
- Message language can be easily switched between English, Spanish, and French with 3 included interchangeable plates:



- Pushbutton rated 50A@24VAC (3A@24VDC for SD-7202GC-PTQ)
- Includes five colored 12-inch wire leads with easy-to-attach spade lugs for fast installation
- LED gives over 50,000 hours of illumination
- 12~24 VDC: No resistors required
- Includes stainless-steel single-gang plate

SD-7223GW-LQ only:

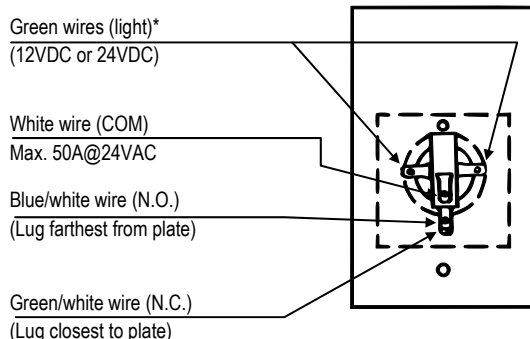
- White plastic single-gang plate

SD-7202GC-PTQ only:

- Timed output adjustable from 1~180 seconds
- Buzzer output for audible status

Wiring:

Pushbutton



*The polarity of the LED must be observed.

SECO-LARM® U.S.A., Inc.

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Website: www.seco-larm.com Email: sales@seco-larm.com



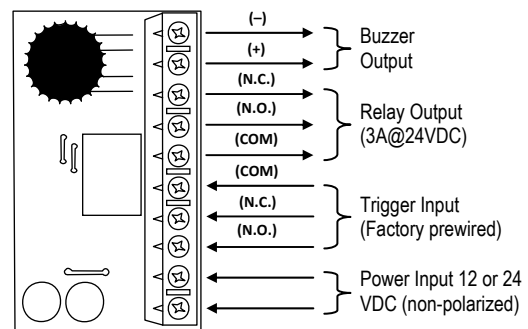
SD-7202GC-PEQ
SD-7202GC-PTQ



SD-7223GW-LQ



Timer (SD-7202GC-PTQ only)



Placas de Salida Iluminadas con Botones Cuadrados

Por favor visite el sitio web de SECO-LARM www.seco-larm.com para obtener instrucciones de instalación completas.
Por favor lea el manual antes de usar el equipo.

- SD-7202GC-PEQ** Placa de acero inoxidable
- SD-7202GC-PTQ** Placa de acero inoxidable con temporizador
- SD-7223GW-LQ** Placa de plástico blanco

Características:

- Botón grande, iluminado con leyenda "PUSH TO EXIT"
- El idioma del mensaje se puede cambiar fácilmente entre inglés, español y francés con 3 placas intercambiables incluidas:



- Interruptor clasificado 50A@24VCA (3A@24V C.C. por SD-7202GC-PTQ)
- Incluye cinco cables de color de 12 pulgadas con terminales de horquilla fáciles de sujetar para una rápida instalación
- LED de más de 50,000 horas de iluminación
- 12~24 V C.C.: No se requieren resistencias
- Incluye placa singular de acero inoxidable

SD-7223GW-LQ solamente:

- Placa de plástico blanco

SD-7202GC-PTQ solamente:

- Salida temporizada ajustable desde (1-180 seg)
- Salida de zumbador para estado audible



SD-7202GC-PEQ
SD-7202GC-PTQ



SD-7223GW-LQ



Cableado:

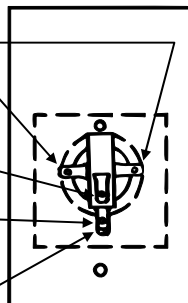
Interruptor

Cables verdes (foco)*
(12V C.C. or 24V C.C.)

Cable blanco (COM)
Max. 50A@24VCA

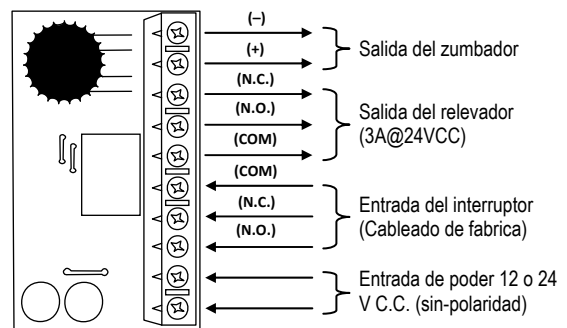
Cable azul/blanco (N.A.)
(Oreja más lejano de la placa)

Verde/blanco (N.C.)
(Oreja más cercano a la placa)



* La polaridad del LED debe observarse.

Temporizador (SD-7202GC-PTQ solamente)



SECO-LARM® U.S.A., Inc.

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Phone: (949) 261-2999 | (800) 662-0800 Fax: (949) 261-7326

Website: www.seco-larm.com Email: sales@seco-larm.com

14. Discussion and Action:

208

Mayor/CIP Manager

That the Mayor be authorized to sign a First Amendment to the Engineering Services Agreement for Professional Services (CIP 2018) by and between The Town of Horizon City, and Huitt-Zollars, Inc., for continued additional services for the Capital Improvement Program 2018.



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: April 7, 2021

To: Honorable Mayor and Members of City Council

From: Teresa Quezada, CIP Manager *Teresa Quezada 4/7/2022*

SUBJECT: Discussion and Action: That the Mayor be authorized to sign a First Amendment to the Engineering Services Agreement for Professional Services (CIP 2018) by and between The Town of Horizon City, and Huitt-Zollars, Inc., for continued additional services for the Capital Improvement Program 2018

The attached amendment to the Engineering Services Agreement with Huitt Zollars, Inc. allows Huitt Zollars, as the Town Engineer to continue providing services to Horizon City in connection with the 2018 Capital Improvement Program which includes improvements to parks and recreational facilities.

Support services include attending CIP bi-weekly coordination meetings, attending coordination meetings with stakeholders and providing research cost estimates and engineering support as required by the City.

Staff recommends approval of this amendment.

THE STATE OF TEXAS)
)
)
COUNTY OF EL PASO)

ENGINEERING SERVICES
AGREEMENT FOR
PROFESSIONAL SERVICES
(2018 CIP First Amendment)

THIS FIRST AMENDMENT TO THE ENGINEERING SERVICES AGREEMENT FOR PROFESSIONAL SERVICES (CIP 2018) 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, hereinafter referred to as the "**City**", and **HUITT- ZOLLARS, INC.**, a Texas Corporation, hereinafter referred to as the "**Engineer**".

RECITALS

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

WHEREAS, the Parties have entered into those several agreements, amendments, and revisions to the Agreement and/or Amendments for the convenience of the Parties; and

WHEREAS, on Oct. 9, 2018, the Parties entered into the Engineering Services Agreement for Professional Services (2018 CIP) ("Agreement") for capital improvement project support services for the Capital Improvement Program 2018 ("2018 CIP") (the "Project") and the City found that the Agreement was appropriate as the Engineer is qualified and was selected through the City's selection procedure, in accordance with all applicable state and local laws and ordinances; and

WHEREAS, the Parties desire to amend the Agreement for continued services for the Project.

AGREEMENT

NOW, THEREFORE, for the consideration set forth in the Agreement and this 2018 CIP First Amendment, City and the Engineer agree to revise the Agreement by adding the following provisions to the Agreement.

1. ARTICLE I, ATTACHMENTS of the Agreement is amended to include a new paragraph 1.1.1.1 which will read as follows:

1.1.1.1 The attachment listed below is hereby attached to this Agreement for CIP for continued services 2018 CIP Support Services-Project Management Tasks and are incorporated herein by reference for all purposes, as follows:

Attachment "A-1" Project proposal continued services: 2018 CIP Support Services-Project Management Task.

2. Paragraph 2.1. of **ARTICLE II, PROJECT COVERED UNDER THIS AGREEMENT** is revised in its entirety to read as follows:

2.1. The City hereby agrees to retain the Engineer and the Engineer agrees to perform professional services for the 2018 CIP to include: preparing requests for qualifications; reviewing submitted statements of qualification; attending selection meetings; coordinating with selected design consultants and providing oversight; attending design meetings with design consultants and stakeholders; reviewing design submittals and providing comments; assisting with bidding; bid review and award recommendation; providing oversight during construction; making periodic site visits; reviewing Requests for Information responses and providing guidance to the City; reviewing change orders and providing input to resolve construction issues; and attending substantial and final completion walk-throughs. The Engineer's services shall consist of the Scope of Services as further described in **Attachment "A"** and **Attachment "A-1"**.

3. Paragraphs 3., 3.1.1 and 3.2 of **ARTICLE III. ENGINEER FEES AND PROJECTS BUDGET** are revised in their entirety to read as follows:

3.1 PAYMENT TO ENGINEER. The City shall pay for the Engineer's Services for the 2018 CIP Support Services based on the pre-established rates. The amounts listed as fees within the detailed breakdowns of the anticipated and estimated services as set forth in **Attachment "A"** and **Attachment "A-1"**, are estimated amounts of the total contract cost.

3.3.1 The Mayor may authorize additional services as identified in **Attachment "A"** and **Attachment "A-1"** for this Agreement in an amount not to exceed ten percent (10%) of the total estimated Project amount identified in Section 3.1. Should any additional services as identified in **Attachment "A"** and **Attachment "A-1"** be necessary and the cost of the services exceed the identified additional ten percent (10%) of the total estimated Project amount identified in Section 3.1, such additional services and payment must be approved by the City Council of the Town of Horizon City.

3.2 ENGINEER'S SERVICES. The Engineer shall provide continued support services for execution of the 2018 CIP as set forth in "**Attachment A**" and **Attachment "A-1"**.

4. Paragraph 5.2, **INDEMNIFICATION** of the Agreement is revised in its entirety to read as follows:

5.2 INDEMNIFICATION. THE ENGINEER SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM, ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO THE ENGINEER'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE ENGINEER OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO THE ENGINEER, OR ANY OTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY THE ENGINEER WITH THE CITY ATTORNEY IF THE CITY IS NAMED AS A DEFENDANT IN ANY LAWSUIT, AND THE ENGINEER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE OF THE CITY ATTORNEY. THE ENGINEER AND THE CITY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

5. Paragraph 6.7, **CONFLICTING PROVISIONS – ATTACHMENTS** of the Agreement is revised in its entirety to read as follows:

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

6. Paragraph 6.8, **ENTIRE AGREEMENT FOR PROJECT**, of the Agreement is revised in its entirety to read as follows:

6.8 ENTIRE AGREEMENT FOR PROJECT. This Agreement, as amended, including attachments, constitutes and expresses the entire Agreement between the Parties and supersedes all prior negotiations, representations, or agreements, whether

written or oral, with respect to the CIP Support Services for the 2108 CIP defined under this Agreement as amended. This Agreement as amended shall not be amended or modified, except by written amendment, executed by both Parties.

7 ARTICLE VI. GENERAL PROVISIONS of the Agreement is amended to include the following new paragraphs 6.9, 6.10, 6.11, 6.12, 6.13:

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

6.10 PROHIBITION ON CONTRACTS BOYCOTTING ENERGY COMPANIES. If the Engineer is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, the Engineer verifies that the Engineer does not boycott energy companies during the term of this Agreement, as amended, and will not boycott energy companies during the term of this Agreement as amended. If the Engineer does not make that verification, the Engineer must notify the City and state why the verification is not required.

6.11 FIREARMS. If the Engineer is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, the Engineer verifies that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; and (2) will not discriminate during the term of this Agreement, as amended against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association. If the Engineer does not make that verification, the Engineer must notify the City and state why the verification is not required.

6.12 FOREIGN TERRORIST ORGANIZATIONS. The Engineer 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.

6.13 BOYCOTTING OF ISRAEL. If the Engineer is required to make a certification pursuant to Section 2271.001 of the Texas Government Code, the Engineer certifies that the Engineer does not boycott Israel and will not boycott Israel during the term of this Agreement as amended. If the Engineer does not make that certification, the Engineer must notify the City and state why the certification is not required.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

TOWN OF HORIZON CITY:

Ruben Mendoza
Mayor
Dated: _____, 2022

ATTEST:

Elvia Schuller
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Theresa Cullen Cordova
Assistant City Attorney

Michelle Garcia, AICP, CNU-A
Planning Director

**ENGINEER:
HUITT-ZOLLARS, INC.**

By: _____

Printed name: _____

Title: _____

Dated: _____, 2022

(ACKNOWLEDGEMENTS ON THE FOLLOWING PAGE)

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____ 2022 by **Ruben Mendoza**, as **Mayor** of the **Town of Horizon City, Texas**.

Notary Public, State of Texas

My commission expires:

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____ 2022, by _____, as _____ of **Huitt-Zollars, Inc.**

Notary Public, State of Texas

My commission expires:

ATTACHMENT "A-1"

**PROJECT PROPOSAL CONTINUED SERVICES:
2018 CIP SUPPORT SERVICES-PROJECT MANAGEMENT TASK.**

DRAFT

Memorandum

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

From: Roxanna Medina, PE
Huitt-Zollars, Inc.
As City Engineer

Subject: 2018 CIP Support Services-Additional
Services

Date: March 11, 2022

Huitt-Zollars is submitting this fee proposal for the Town's consideration for additional services 2018 CIP Support Services-Project Management Task.

Huitt-Zollars will provide the following services for the 2018 CIP Support Services:

- Attend CIP Bi-weekly Coordination Meeting
- Attend Coordination meetings with stakeholders not specifically associated with an identified project.
- Provide research, cost estimates, and engineering support as required.

Deliverables

Deliverables consist of RFQs, review comments, and items as necessary.

Schedule

Upon the Town's authorization to proceed, Huitt-Zollars will perform the tasks as outlined in the Scope of Services. Schedules will be determined as needed for specific tasks.

Compensation

Huitt-Zollars will bill this effort on a time and material basis with a fee of not to exceed **\$46,144**. Detailed breakdowns of the fees are enclosed for your review.

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

**Town of Horizon City
2018 CIP Engineering Support Services
Additional "General Services"**

PRIME CONSULTANT:
HUITT-ZOLLARS, INC.

February 22,, 2022

<u>2018 CIP Engineering Support Services</u>					
1.	DIRECT LABOR	MANHOURS	RATE/HOUR	COST	TOTAL
<u>LABOR:</u> CONSTRUCTION ADMINISTRATION					
	PIC/QC - Isabel Vasquez	38	\$295.00	\$11,210	
	Project Manager-Roxanna Medina, PE	114	\$194.00	\$22,116	
	Project Engineer-Oscar Ortega	32	\$115.00	\$3,680	
	EIT_Luis Valdez	32	\$102.00	\$3,264	
	Project Support - Mercy Kieffe	4	\$96.00	\$384	
	CAD Tech-Josh Klages/John Zavala	32	\$97.00	\$3,104	
	TOTAL MANHOURS	252		Sub-Total	\$ 43,758
					\$ 43,758
2	DIRECT COSTS	COST			
	OUTSIDE PRINT. & REPRO. (RECORD DRAWINGS)			\$500	
	MILEAGE @ \$0.56/MILE: (52 total trips for 2 people; 26 trips for bi-weekly meetings; and up to 24 trips for individual projects)			\$1,886	
	TOTAL DIRECT COSTS				\$2,386
3	SUBTOTAL CONTRACT COST				\$ 46,144
10	TOTAL CONTRACT COST				\$ 46,144

2018 COs Support Services

TOWN OF HORIZON CITY
Fee Proposal

MANHOOR ESTIMATE

11/19/21

Task	Description	QC	Project Manager	Project Engineer	Civil EIT	CAD TECH	ADMIN	Total Hours
		Isabel Vasquez \$ 295.00	Roxanna Medina \$ 194.00	Oscar Ortega \$ 115.00	Luis Valdez \$ 102.00	Josh Klages/John Zavala \$ 97.00	Mercy Kieffe \$ 96.00	
1	Project Management							
	a. Attend COs bi-weekly CIP coordination meetings	26	26					52
	b. Attend coordination meetings with stakeholders not specifically associated with an identified project.	12	48					60
	c. Provide research, cost estimates, and engineering support as required.		40	32	32	32	4	140
	Manhours Total Task 1	38	114	32	32	32	4	252
		\$11,210.00	\$22,116.00	\$3,680.00	\$3,264.00	\$3,104.00	\$384.00	\$ 43,374.00
Sub-to	Fee Totals Task 1	38	114	32	32	32	4	252
	Sub-cost	\$11,210.00	\$22,116.00	\$3,680.00	\$3,264.00	\$3,104.00	\$384.00	\$ 43,758
	Direct Cost							
	Total Cost							\$ 43,758

15. Discussion and Action:

220

Mayor/CIP Manager

On a Resolution that the Mayor be authorized to sign an Engineering Services Agreement for Professional Services (North Kenazo Avenue Safety Lighting Project- Highway Safety Improvement Program [HSIP] -Off System FY22-North Kenazo Avenue From Eastlake Boulevard to Horizon Boulevard) (Engineering and Review Services-TxDOT) by and between the Town of Horizon City, and Huitt-Zollars, Inc.



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: April 7, 2021

To: Honorable Mayor and Members of City Council

From: Teresa Quezada, CIP Manager *Teresa Quezada
4/7/2022*

SUBJECT: Discussion and Action: On a resolution authorizing the Mayor to sign an Engineering Services Agreement for Professional Services (North Kenazo Avenue Safety Lights Project- Highway Safety Improvement Program [HSIP] -Off System FY22-North Kenazo Avenue From Eastlake Boulevard to Horizon Boulevard) (Engineering and Review Services-TxDOT) by and between the Town of Horizon City, and Huitt-Zollars, Inc.

The attached Engineering Services Agreement with Huitt Zollars, Inc. allows Huitt Zollars, as the Town Engineer to provide engineering support to Horizon City during the TXDOT-led design and construction of the N. Kenazo Safety Lighting Project.

Support services include

- Coordinating with TXDOT and its team of consultants to provide information for project
- Reviewing submittals and preparing comments
- Attending Bi-weekly Progress Meetings with Consultant/Town/TxDOT and TXDOT design review meetings.

Since the project is federally funded, the agreement with Huitt Zollars includes federal provisions as required by the Advanced Funding Agreement that Horizon City Council approved for the Kenazo Safety Lighting Project.

Staff recommends approval of this amendment.

Memorandum

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

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

Subject: N. Kenazo Safety Illumination Project Engineering and Review Services

Date: March 11, 2022

Huitt-Zollars is submitting this fee proposal for the Town's consideration for the N. Kenazo Safety Illumination Project Engineering and Review Services.

Scope of Services

- Coordinate with Consultant to provide information for project
- Coordinate with TxDOT
- Review Submittals and Prepare Comments
 - Review 90% Submittal
 - Review 100% Submittal
- Attend Bi-weekly Progress Meetings with Consultant/Town/TxDOT (12 meeting @ 1.0 hours per meeting)
- Attend TxDOT DDRs and Safety Review Meetings (2 Design meetings; 1 Safety Review Meeting @ 3 hours per meeting)
- Coordinate and Meet with Stakeholder (HRMUD, etc.) with the Town. (Up to 2 meetings @ 1.5 hours per meeting.)
- Attend review meetings with TxDOT/Consultant during design. (Up to 3 meetings at 2 hours per meeting)

Deliverables

Deliverables consist of copies of reviewed documents, record of correspondence with consultants, TxDOT, and/or Shareholders.

Schedule

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

Compensation

Huitt-Zollars fee of **\$20,275** is for Engineering and Review **Services (Hourly)**. Detailed breakdowns of the fees are enclosed for your review.

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

EXHIBIT A

Town of Horizon City

Design Review for Kenazo Safety Illumination Project

HUITT-ZOLLARS, INC.

Man Hour Estimate

11-Mar-22

	PIC	Proj. Mgr.	Proj. Engineer	EIT III	Admin. Ass't.	Totals
	\$295.00	\$194.00	\$130.00	\$125.00	\$90.00	
Task						
Attend Kick-off Meeting (Webex Meeting)		2				2
Coordinate with Consultant to provide information for project		8	6			14
Coordinate with TxDOT		4	4			8
Review Submittals and Prepare Comments						
Review 90% Submittal		4	16		2	22
Review 100% Submittal		4	16		2	22
Attend Bi-weekly Progress Meetings with Consultant/Town/TxDOT (12 meeting @ 1 hours per meeting)	2	12	4			18
Attend with TxDOT DDRs and Safety Review Meeting (2 Design meetings; 1 Safety Review Meeting @ 3 hours per meeting)	3	9	6			18
Coordinate and Meeting with Stakeholder (HRMUD, etc.) with the Town. (Up to 2 meetings @ 1.5 hours per meeting.)		5	1			6
Attend review meetings with TxDOT/Consultant during design. (Up to 3 meeting at 2 hours per meeting)		6	6			12
Subtotals	5	54	59	0	4	122
	\$ 1,475	\$ 10,476	\$ 7,670	\$ -	\$ 360	\$ 19,981

Direct Expenses

Mileage (502 miles @ \$0.585/mile)

\$ 294

Total \$ 20,275

THE STATE OF TEXAS)
)
COUNTY OF EL PASO) **ENGINEERING SERVICES AGREEMENT
FOR PROFESSIONAL SERVICES
(NORTH KENAZO AVENUE SAFETY LIGHTS
PROJECT- Highway Safety Improvement Program
[HSIP] -Off System FY22 – North Kenazo Safety
Lighting)(Engineering and Review Services-TxDOT)**

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, hereinafter referred to as the “**City**”, and **HUITT-ZOLLARS, INC.**, a Texas Corporation, hereinafter referred to as the “**Engineer**”.

RECITALS

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

WHEREAS, the HSIP FY22-North Kenazo Avenue Safety Lighting Project (CSJ #0924-06-643) is federally funded by the Texas Department of Transportation (TxDOT), and is a high priority project for the City; and

WHEREAS, project and technical support is required of the City Engineer on TxDOT-managed projects; and

WHEREAS, because the Engineer is qualified and was selected through the City's selection procedure, in accordance with all applicable state and local laws and ordinances, the Parties desire to amend the Initial Agreement to better address the costs for services related to the HSIP FY22-North Kenazo Avenue Safety Lighting Project (CSJ #0924-06-643) and require that these services be billed separately to allow for payment under the TxDOT Program and funding.

AGREEMENT

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

**ARTICLE I.
ATTACHMENTS**

1.1 The below attachments are hereby attached to this Agreement for the engineering and review services for the HSIP FY22-North Kenazo Avenue Safety Lighting Project (CSJ #0924-06-643), hereinafter referred to as the “Project”, and are incorporated herein by reference for all purposes, as follows:

- Attachment "A"** Scope of Services and Project Budget
- Attachment "B"** Engineer's Fee Proposal and Unit/Hourly Rates
- Attachment "C"** Insurance Certificates

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

2.1 The City hereby agrees to retain the Engineer and the Engineer agrees to perform professional services engineering and review services as a professional engineer for the Project covered by this Agreement. The Project shall consist of the Engineer's completion of the Scope of Services as further described in **Attachment "A"**.

2.2 In completion of such phases, the Engineer shall comply with the Town of Horizon City Construction Document Guidelines in effect on the execution date of this Agreement in the performance of the services requested under the Design Phases of this Agreement, provided by the City to the Engineer prior to the commencement of design services, if applicable.

2.3 The Engineer shall serve as the City's professional representative in those phases of the Project to which this Agreement applies and shall give consultation and advice to the City during the performance of services.

2.4 The City shall provide all available information to the Engineer as to the Project for which Engineer will provide the services for the City.

2.5 The City shall provide all available information to the Engineer as to the City's general requirements for the Project. Should the Engineer determine that the information provided is inadequate to proceed, Engineer shall notify the CIP Manager, who shall direct the Engineer on how to acquire or develop the needed information. The City shall also provide to the Engineer all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site.

2.6 The City hereby designates the CIP Manager as the City's representative with respect to the professional services to be provided by the Engineer pursuant to this Agreement. The CIP Manager shall have complete authority to transmit instructions, receive information, interpret, and define the City's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. The CIP Manager will render written decisions within a five (5) working daytime period.

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

3.1 PAYMENT TO ENGINEER. The total amount of compensation for all phases of the Project is Twenty Thousand Two Hundred Seventy-five and no/100
DOLLARS (\$20,275.00).

The Engineer's fee proposal for the performance of all Basic Services and reimbursable expenses

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for the Project (Section 3.2) is attached hereto as **Attachment "B"**. Payments to the Engineer shall be made pursuant to the schedule enumerated within **Attachment "B"**.

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

3.2 ENGINEER'S SERVICES. The Scope of Services to be provided by the Engineer for the Project are attached hereto as **Attachment "A"**.

3.3 ENGINEER'S INVOICES. The Engineer shall bill the City separately for the services under this Agreement not more often than monthly, through written invoices pursuant to the schedule established in **Attachment "B"**. Invoices shall indicate the costs for outside consultants, if any, with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing.

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

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

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

3.5 INDEPENDENT CONTRACTOR. In the performance of work or services hereunder, the Engineer shall be deemed an independent contractor, and any of its employees performing work required hereunder shall be deemed solely employees of the Engineer.

3.6 SUBCONSULTANTS. The Engineer shall not award any work to any subconsultant or replace any subconsultant without prior written approval of the City. The Engineer will provide to the City a written statement concerning the proposed award or substitution of a subconsultant, which will include a Statement of Qualifications for such subconsultant and such additional information as the City may require, and City may verify the subconsultant's current eligibility status.

The Engineer shall be as fully responsible to the City for the acts and omissions of its subconsultants, and of persons either directly or indirectly employed by them, as the Engineer is for the acts and omissions of persons directly employed by it.

The Engineer shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subconsultants to the Engineer by the terms of this Agreement insofar as applicable to the work of subconsultants (including but not limited to the indemnification and insurance), and to give the Engineer the same power as regards to the termination of any subcontract that the City may exercise over the Engineer under this Agreement.

Nothing contained in this Agreement shall create any contractual relation between any subconsultant and the City. The City shall have no responsibility to any subconsultant employed by the Engineer for performance of work on the Project contemplated by this Agreement but said subconsultants will look exclusively to the Engineer for any payments due. In the performance of work or services hereunder, the subconsultants shall each be deemed an independent contractor, and any of its employees performing work required hereunder shall be deemed solely employees of the subconsultant.

ARTICLE IV. PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The services called for under the Project shall begin upon the issuance of a Notice to Proceed from the CIP Manager. The Engineer shall complete the requested services to coincide with the project development schedule as will be developed and updated by the Texas Department of Transportation design team and the CIP Manager will transmit the project development scheduled to the Engineer.

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

4.2.1 TERMINATION BY CITY. It is mutually understood and agreed by the Engineer and the City that the City may terminate this Agreement, in whole or in part for the convenience of the City, upon **fourteen (14) consecutive calendar days** written notice. It is also understood and agreed that upon such notice of termination, the Engineer shall cease the performance of services under this Agreement. Upon such termination, the Engineer shall provide one final invoice for all services completed and reimbursable expenses

incurred prior to the City's notice of termination. The City shall compensate Engineer in accordance with this Agreement; however, the City may withhold any payment to the Engineer that is held to be in dispute for the purpose of set-off until such time as the exact amount due the Engineer from the City is determined. Nothing contained herein, or elsewhere in this Agreement shall require the City to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

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

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

ARTICLE V. INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. The Engineer shall have **seven (7) calendar days** from date of award to obtain sufficient insurance as required herein. Engineer shall not commence work under this Agreement until the Engineer has obtained the required insurance and such insurance has been approved by the City. The Engineer shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

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

"The policy is endorsed to provide that insurer waives any right of subrogation it may

acquire against the City, its officers, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured."

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

- a) **COMMERCIAL GENERAL LIABILITY**
\$500,000.00 per occurrence
\$1,000,000.00 General Aggregate

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

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

5.1.4 CITY AS ADDITIONAL INSURED. The City shall be named as an Additional Insured on all of the Engineer's and subconsultant's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance required by this Agreement.

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

5.1.6 GENERAL INSURANCE PROVISIONS. All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment "C"**. All certificates shall also include the name of the Project on the corresponding insurance certificate.

Further, each certificate shall contain the following statement, and the policies shall be

subject to such requirement:

"The insurance covered by this certificate will not be canceled, and there will be no change in coverage or deductibles, except after thirty (30) consecutive calendar days written notice of intent to cancel or change said insurance has been provided to the Town of Horizon City."

5.2 INDEMNIFICATION. THE ENGINEER SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM, ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO THE ENGINEER'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE ENGINEER OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO THE ENGINEER, OR ANY OTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY THE ENGINEER WITH THE CITY ATTORNEY IF THE CITY IS NAMED AS A DEFENDANT IN ANY LAWSUIT, AND THE ENGINEER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE OF THE CITY ATTORNEY. THE ENGINEER AND THE CITY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

**ARTICLE VI.
GENERAL PROVISIONS**

6.1 OPINION OF PROBABLE COST FOR PROJECTS BEING DESIGNED BY ENGINEER. As a design professional practicing in the Town of Horizon City, the Engineer is expected to be familiar with the cost of construction, labor, and materials in the area and of bidding and market trends. The cost opinions of construction cost reviewed by the Engineer, as required herein, are to be made in light of such familiarity and are expected to be within **ten percent (10%)** of the bid for the base bid item expected from the lowest responsible bidder.

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

The Engineer's most recent cost opinion for any construction contract is in excess of the Project construction budget, the Engineer shall provide the City with recommendations on an increase in the limit or shall provide recommendations on revising the Project's scope or quality, or both, to

Professional Services, N. Kenazo Safety Lighting Huitt Zollars

reduce the cost as required.

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

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

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

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

6.4 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Engineer for the Project, and any other work of the Engineer under this Agreement that results in the Creation of Drawings, Specifications, concepts and design, including, without limitation, those in electronic form (sometimes referred to as the "Instruments of Service") are the property of the City, who shall be vested with all common law and statutory rights. The City shall have the right to the use of the

Drawings, Specifications, and other documents for the maintenance, repair, remodeling, and renovation of the Project; provided, however, the Engineer shall have no liability for any use of one or more of the Instruments of Service by the City for maintenance, repair, remodeling, and renovation of the Project. The rights granted to the City herein for the use of the Drawings, Specifications, and other documents for additional projects shall not grant the City any right to rely upon the Engineer's seal on the Drawings and Specifications or to hold the Engineer responsible for any subsequent use of the Drawings, Specifications, and documents. The Engineer shall provide the City with copies of the Instruments of Service in both electronic form and in hard copy.

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

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

6.7 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS. The Engineer, at the Engineer's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations, and requirements of federal, state, county, and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the City or the Engineer with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

Specifically, and not in limitation of the foregoing, the Engineer agrees that to the extent required by any agreement between the City and any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project, **including but not limited to:**

--The Texas Department of Transportation through an Advance Funding Agreement for Highway Safety Improvement Program Off-System with the City for the HSIP FY 22- HSIP FY22-North Kenazo Avenue Safety Lighting Project (CSJ #0924-06-643)(the “AFA”).

Copies of the AFA will be made available to the Engineer; however, provided copies shall in no way be a limitation on the Engineer's obligation to comply with any Federal and State agency, the laws of the federal government of the United States of America, and the rules and regulations of any regulatory body or officer having jurisdiction over a Project.

6.7.1 CONTRACT ASSURANCE. The Engineer or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Engineer shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Engineer to carry out these

requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

6.7.2 DBE GOOD FAITH EFFORTS. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this Agreement. It is the policy of the City to practice nondiscrimination based on race, color, sex, or national origin in the award of performance of this Agreement. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this Agreement will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal will be identified pursuant to the federal funding requirements for an individual Task Order established for this Agreement. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this Agreement.

The offeror will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the Agreement; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the offeror’s commitment to use a DBE subconsultant whose participation it submits to meet the Contract goal; (5) written confirmation from the DBE that it is participating in the Agreement as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

DBE participation in this Agreement may be in the form of a prime contract, subcontract, joint venture, or other arrangement that qualifies under 49 CFR Section 26.55 or 26.53(g), both of which will be submitted on a Letter of Intent to the City.

6.7.3 TERMINATION FOR CANCELLATION OF GRANT. Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the City shall promptly notify the Engineer of the cancellation by certified mail-return receipt requested, whereupon the Engineer shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Engineer will be paid for professional services performed to such date, upon furnishing the City a progress report and an invoice to such date, and upon acceptance of the work by the City.

6.7.4 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT.252, 42 U.S.C. 2000D TO 2000D-4 AND TITLE 49, CODE OF FEDERAL REGULATIONS, DEPARTMENT OF TRANSPORTATION. During the performance of this Agreement, the Engineer, for itself, its assignees, and successors in interest (hereinafter referred to as the “Consultant”), agrees as follows:

A. **Compliance with Regulations:** The Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, “DOT”) Title 49, Code of Federal Regulations, Part 21, as

they may be amended from time to time, (hereinafter referred to as the “Regulations”), which are herein incorporated by reference and made a part of this Agreement.

B. Nondiscrimination: The Consultant and its subconsultants shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the City deems appropriate.

C. Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant’s obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

D. Information and Reports: The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to the City, as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Consultant’s noncompliance with the nondiscrimination provisions of this Agreement, the City shall impose such Agreement sanctions as it may determine to be appropriate, including but not limited to:

1. Withholding of payments to the Consultant under the Agreement until the Consultant complies; and / or
2. Cancellation, termination, or suspension of the Agreement in whole or in part.

F. Incorporation of Provisions: The Consultant shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the City to enter into such

litigation to protect the interests of the City and in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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

To the City: Town of Horizon City
 Ruben Mendoza, Mayor
 14999 Darrington Road
 Horizon City, Texas 79928

With a Copy to: Town of Horizon City
 Director of Planning
 14999 Darrington Road
 Horizon City, Texas 79928

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

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

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

6.13 TEXAS TORT CLAIMS ACT. The Engineer 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 Engineer 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.

6.14 PROHIBITION ON CONTRACTS BOYCOTTING ENERGY COMPANIES. If the Engineer is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, the Engineer verifies that the Engineer does not boycott energy companies during the term of this Agreement and will not boycott energy companies during the term of this Agreement. If the Engineer does not make that verification, the Engineer must notify the City and state why the verification is not required.

6.15 FIREARMS. If the Engineer is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, the Engineer verifies that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; and (2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association. If the Engineer does not make that verification, the Engineer must notify the City and state why the verification is not required.

6.16 FOREIGN TERRORIST ORGANIZATIONS. The Engineer 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.

6.17 BOYCOTTING OF ISRAEL. If the Engineer is required to make a certification pursuant to Section 2271.001 of the Texas Government Code, the Engineer certifies that the Engineer does not boycott Israel and will not boycott Israel during the term of this Agreement. If the Engineer does not make that certification, the Engineer must notify the City and state why the certification is not required.

6.18 ENTIRE AGREEMENT FOR PROJECT. This Agreement, along with the Initial Agreement, including attachments, constitutes and expresses the entire agreement between the Parties and supersedes all prior negotiations, representations, or agreements, whether written or oral, with respect to the Project defined under this Agreement. This Agreement shall not be amended or modified, except by written amendment, executed by both Parties.

TCC 4/11/22 draft "G"

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

TOWN OF HORIZON CITY:

Ruben Mendoza
Mayor
Dated: _____, 2022

ATTEST:

Elvia Schuller, TRMC
City Clerk

APPROVED AS TO FORM:

Theresa Cullen Cordova
Assistant City Attorney

APPROVED AS TO CONTENT:

Michelle Garcia, AICP, CNU-A
Planning Director

**ENGINEER:
HUITT-ZOLLARS, INC.**

By: _____
Printed name: _____
Title: _____
Dated: _____, 2022

(Acknowledgements begin on next page)

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this ____ day of _____ 2022 by **Ruben Mendoza**, as **Mayor** of the **Town of Horizon City, Texas**.

Notary Public, State of Texas

My commission expires:

THE STATE OF TEXAS §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this ____ day of _____ 2022, by _____, as _____ of **Huitt-Zollars, Inc.**

TCC 4/11/22 draft "G"

Notary Public, State of Texas

My commission expires:

ATTACHMENT "A"
SCOPE OF SERVICES AND PROJECT BUDGET

ATTACHMENT "B"
ENGINEER'S FEE PROPOSAL AND UNIT/HOURLY RATES

ATTACHMENT "C"
INSURANCE CERTIFICATES

RESOLUTION

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

WHEREAS, the HSIP FY22-North Kenazo Avenue Safety Lights Project (CSJ #0924-06-643) is federally funded by the Texas Department of Transportation (TxDOT), and is a high priority project for the Town of Horizon City; and

WHEREAS, project and technical support is required of the City Engineer on TxDOT-managed projects; and

WHEREAS, because Huitt-Zollars, Inc. is qualified and was selected through the Town of Horizon City's selection procedure, in accordance with all applicable state and local laws and ordinances, the Parties desire to amend the Initial Agreement to better address the costs for services related to the HSIP FY22-North Kenazo Avenue Safety Lights Project (CSJ #0924-06-643) and require that these services be billed separately to allow for payment under the TxDOT Program and funding.

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

That the Mayor be authorized to sign an Engineering Services Agreement for Professional Services (North Kenazo Avenue Safety Lights Project- Highway Safety Improvement Program [HSIP] -Off System FY22-North Kenazo Avenue From Eastlake Boulevard to Horizon Boulevard) (Engineering Review Services-TxDOT) by and between the Town of Horizon City, and Huitt-Zollars, Inc.

PASSED AND ADOPTED this _____ day of _____, 2022.

TOWN OF HORIZON CITY

Ruben Mendoza, Mayor

ATTEST:

Elvia Schuller TRMC, 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
242

16. Discussion and Action:

244

Mayor/CIP Manager

On a Resolution that the Mayor be authorized to sign an Engineering Services Agreement for Professional Services (S. Darrington Safety Lighting Project- Highway Safety Improvement Program [HSIP] -Off System FY23- Darrington Road from Alberton Avenue to south of LTV Road) (Engineering and Review Services-TxDOT) by and between the Town of Horizon City, and Huitt-Zollars, Inc.



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: April 7, 2022

To: Honorable Mayor and Members of City Council

From: Teresa Quezada, CIP Manager

SUBJECT: Discussion and Action on a resolution the Mayor to sign an Engineering Services Agreement for Professional Services (S. Darrington Safety Lighting Project- Highway Safety Improvement Program [HSIP] -Off System FY23– Darrington Road from Alberton Avenue to south of LTV Road) (Engineering and Review Services-TxDOT) by and between the Town of Horizon City, and Huitt Zollars, Inc.

[Handwritten signature: Teresa Quezada, dated 4/7/2022]

The attached Engineering Services Agreement with Huitt Zollars, Inc. allows Huitt Zollars, as the Town Engineer to provide engineering support to Horizon City during the TXDOT-led design and construction of the Lighting Project.

Support services include

- Coordinating with TXDOT and its team of consultants to provide information for project
- Reviewing submittals and preparing comments
- Attending Bi-weekly Progress Meetings with Consultant/Town/TxDOT and TXDOT design review meetings.

Since the project is federally funded, the agreement with Huitt Zollars includes federal provisions as required by the Advanced Funding Agreement that Horizon City Council approved for the Safety Lighting Project.

Staff recommends approval of this amendment.

Memorandum

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

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

Subject: S. Darrington Safety Illumination-Engineering and Review Services

Date: March 11, 2022

Huitt-Zollars is submitting fee proposal for the Town's consideration for the S. Darrington Safety Illumination-Engineering and Review Services.

Scope of Services

- Attend Kick-off Meeting (Webex Meeting)
- Coordinate with Consultant to provide information for project
- Coordinate with TxDOT
- Review Submittals and Prepare Comments
 - Review 30% Submittal
 - Review 60% Submittal
 - Review 90% Submittal
 - Review 100% Submittal
 - Review RTL Submittal
- Attend Bi-weekly Progress Meetings with Consultant/Town/TxDOT (20 meeting @ 1.0 hours per meeting)
- Attend with TxDOT DDRs and Safety Review Meeting (3 Design meetings; 1 Safety Review Meeting @ 3 hours per meeting)
- Coordinate and Meeting with Stakeholder (HRMUD, etc.) with the Town. (Up to 2 meetings @ 2 hours per meeting.)
- Attend review meetings with TxDOT/Consultant during design. (Up to 4 meeting at 2 hours per meeting)

Deliverables

Deliverables consist of copies of reviewed documents, record of correspondence with consultants, TxDOT, and/or Shareholders.

Schedule

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

Compensation

Huitt-Zollars fee of **\$30,652** is for Engineering and Review **Services (Hourly)**. Detailed breakdowns of the fees are enclosed for your review.

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

EXHIBIT A

Town of Horizon City

Design Review for S. Darrington Safety Illumination Project

HUITT-ZOLLARS, INC.

Man Hour Estimate

11-Mar-22

	Sr. Eng	Proj. Mgr.	Proj. Engineer	EIT III	Admin. Ass't.	Totals
	\$295.00	\$194.00	\$130.00	\$125.00	\$96.00	
Task						
Attend Kick-off Meeting (Webex Meeting)		2				2
Coordinate with Consultant to provide information for project		8	4			12
Coordinate with TxDOT		4	4			8
Review Submittals and Prepare Comments						
Review 30% Submittal		4	16		2	22
Review 60% Submittal		4	16		2	22
Review 90% Submittal		4	16		2	22
Review 100% Submittal		4	16		2	22
Review RTL Submittal		2	4		2	8
Attend Bi-weekly Progress Meetings with Consultant/Town/TxDOT (20 meeting @ 1.0 hours per meeting)	4	20	4			28
Attend with TxDOT DDRs and Safety Review Meeting (3 Design meetings; 1 Safety Review Meeting @ 3 hours per meeting)	3	12	6			21
Coordination Meetings with Stakeholder (HRMUD, etc.) with the Town. (Up to 2 meetings @ 2 hours per meeting.)		4	2			6
Attend review meetings with TxDOT/Consultant during design. (Up to 4 meeting at 2 hours per meeting)		8	8			16
						0
Subtotals	7	76	96	0	10	189
	\$ 2,065	\$ 14,744	\$ 12,480	\$ -	\$ 960	\$ 30,249

Direct Expenses

Mileage (700 miles @ \$0.585/mile)

\$ 403

Total \$ 30,652

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)
**ENGINEERING SERVICES AGREEMENT
FOR PROFESSIONAL SERVICES
(DARRINGTON ROAD SAFETY LIGHTS
PROJECT-Highway Safety Improvement Program
[HSIP] -Off System FY23 – Darrington Road from
Alberton Avenue to south of LTV Road) (Engineering
and Review Services-TxDOT)**

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, hereinafter referred to as the "City", and **HUITT-ZOLLARS, INC.**, a Texas Corporation, hereinafter referred to as the "Engineer".

RECITALS

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

WHEREAS, the HSIP FY23-Darrington Road Safety Lights Project (CSJ#0924-06-644) is federally funded by the Texas Department of Transportation (TxDOT), and is a high priority project for the City; and

WHEREAS, project and technical support is required of the City Engineer on TxDOT-managed projects; and

WHEREAS, because the Engineer is qualified and was selected through the City's selection procedure, in accordance with all applicable state and local laws and ordinances, the Parties desire to amend the Initial Agreement to better address the costs for services related to the HSIP FY23-Darrington Road Safety Lights Project (CSJ#0924-06-644) and require that these services be billed separately to allow for payment under the TxDOT Program and funding.

AGREEMENT

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

**ARTICLE I.
ATTACHMENTS**

1.1 The below attachments are hereby attached to this Agreement for engineering and review services for the HSIP FY23-Darrington Road Safety Lights Project (CJS #0924-06-644), hereinafter referred to as the "Project", and are incorporated herein by reference for all purposes, as follows:

Professional Services, S. Darrington Safety Lights Huit Zollars

- Attachment "A" Scope of Services and Project Budget
- Attachment "B" Engineer's Fee Proposal and Unit/Hourly Rates
- Attachment "C" ~~Engineer's Basic and Additional Services~~ Insurance Certificates
- ~~Attachment "D" Payment and Deliverable Schedule and Phases~~
- ~~Attachment "E" Insurance Certificates~~

ARTICLE II. PROJECT COVERED UNDER THIS AGREEMENT

2.1 The City hereby agrees to retain the Engineer and the Engineer agrees to perform professional services engineering and review services as a professional engineer for the Project covered by this Agreement. The Project shall consist of the Engineer's completion of the Scope of Services as further described in **Attachment "A"**. ~~Such Scope of Services shall be completed in accordance with the identified phases described in Attachment "D"~~.

2.2 In completion of such phases, the Engineer shall comply with the Town of Horizon City Construction Document Guidelines in effect on the execution date of this Agreement in the performance of the services requested under the Design Phases of this Agreement, provided by the City to the Engineer prior to the commencement of design services, if applicable.

2.3 The Engineer shall serve as the City's professional representative in those phases of the Project to which this Agreement applies and shall give consultation and advice to the City during the performance of services.

2.4 The City shall provide all available information to the Engineer as to the Project for which Engineer will provide the services for the City.

2.5 The City shall provide all available information to the Engineer as to the City's general requirements for the Project. Should the Engineer determine that the information provided is inadequate to proceed, Engineer shall notify the CIP Manager, who shall direct the Engineer on how to acquire or develop the needed information. The City shall also provide to the Engineer all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site.

2.6 The City hereby designates the CIP Manager as the City's representative with respect to the professional services to be provided by the Engineer pursuant to this Agreement. The CIP Manager shall have complete authority to transmit instructions, receive information, interpret, and define the City's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. The CIP Manager will render written decisions within a five (5) working daytime period.

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

3.1 PAYMENT TO ENGINEER. The total amount of compensation for all phases of the Project is Thirty Thousand Six Hundred Fifty-two and no/100 DOLLARS (~~\$30,652.00~~). The Engineer's fee proposal for the performance of all Basic Services and reimbursable expenses for the Project (Section 3.2) is attached hereto as **Attachment "B"**. Payments to the Engineer shall be made pursuant to the schedule enumerated within **Attachment "DB"**.

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

3.2 ENGINEER'S SERVICES. The Scope of Services to be provided by the Engineer for the Project are attached hereto as **Attachment "BA"**.

3.3 ENGINEER'S INVOICES. The Engineer shall bill the City separately for the services under this Agreement not more often than monthly, through written invoices pursuant to the schedule established in **Attachment "DB"**. Invoices shall indicate the costs for outside consultants, if any, with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing.

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

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

3.4 COSTS NOT ENUMERATED. Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne

by the Engineer and not passed on to the City or otherwise paid by the City, unless a written amendment to this Agreement is executed by both Parties allowing for additional costs.

3.5 INDEPENDENT CONTRACTOR. In the performance of work or services hereunder, the Engineer shall be deemed an independent contractor, and any of its employees performing work required hereunder shall be deemed solely employees of the Engineer.

3.6 SUBCONSULTANTS. The Engineer shall not award any work to any subconsultant or replace any subconsultant without prior written approval of the City. The Engineer will provide to the City a written statement concerning the proposed award or substitution of a subconsultant, which will include a Statement of Qualifications for such subconsultant and such additional information as the City may require, and City may verify the subconsultant's current eligibility status.

The Engineer shall be as fully responsible to the City for the acts and omissions of its subconsultants, and of persons either directly or indirectly employed by them, as the Engineer is for the acts and omissions of persons directly employed by it.

The Engineer shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subconsultants to the Engineer by the terms of this Agreement insofar as applicable to the work of subconsultants (including but not limited to the indemnification and insurance), and to give the Engineer the same power as regards to the termination of any subcontract that the City may exercise over the Engineer under this Agreement.

Nothing contained in this Agreement shall create any contractual relation between any subconsultant and the City. The City shall have no responsibility to any subconsultant employed by the Engineer for performance of work on the Project contemplated by this Agreement but said subconsultants will look exclusively to the Engineer for any payments due. In the performance of work or services hereunder, the subconsultants shall each be deemed an independent contractor, and any of its employees performing work required hereunder shall be deemed solely employees of the subconsultant.

ARTICLE IV. PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The services called for under the Project shall begin upon the issuance of a Notice to Proceed from the CIP Manager. The Engineer shall complete the requested services ~~in accordance with the timelines and schedules outlined in Attachment "DB"~~ to coincide with the project development schedule as will be developed and updated by the Texas Department of Transportation design team and the CIP Manager will transmit the project development scheduled to the Engineer.

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

Engineer shall surrender all Project related documents to the City within five (5) business days of the effective date of the termination.

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

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

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

ARTICLE V. INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. The Engineer shall have **seven (7) calendar days** from date of award to obtain sufficient insurance as required herein. Engineer shall not commence work under this Agreement until the Engineer has obtained the required insurance and such insurance has been approved by the City. The Engineer shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this

Agreement.

5.1.1 WORKERS' COMPENSATION INSURANCE. The Engineer shall procure and shall maintain, at Engineer's sole expense, during the life of this Agreement, Workers' Compensation Insurance as required by applicable Texas law for all of the Engineer's

employees to be engaged in work under this Agreement. The Engineer shall provide the following endorsement:

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

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

a) **COMMERCIAL GENERAL LIABILITY**

\$500,000.00 per occurrence
\$1,000,000.00 General Aggregate

b) **AUTOMOBILE LIABILITY**

Combined Single Limit
\$1,000,000.00 per accident

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

5.1.4 CITY AS ADDITIONAL INSURED. The City shall be named as an Additional Insured on all of the Engineer's and subconsultant's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance required by this Agreement.

5.1.5 PROOF OF INSURANCE. The Engineer shall furnish the City with

certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this Agreement.

5.1.6 GENERAL INSURANCE PROVISIONS. All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment "EC"**. All certificates shall also include the name of the Project on the corresponding insurance certificate.

Further, each certificate shall contain the following statement, and the policies shall be subject to such requirement:

"The insurance covered by this certificate will not be canceled, and there will be no change in coverage or deductibles, except after thirty (30) consecutive calendar days written notice of intent to cancel or change said insurance has been provided to the Town of Horizon City."

5.2 INDEMNIFICATION. THE ENGINEER SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM, ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO THE ENGINEER'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE ENGINEER OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO THE ENGINEER, OR ANY OTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY THE ENGINEER WITH THE CITY ATTORNEY IF THE CITY IS NAMED AS A DEFENDANT IN ANY LAWSUIT, AND THE ENGINEER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE OF THE CITY ATTORNEY. THE ENGINEER AND THE CITY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

**ARTICLE VI.
GENERAL PROVISIONS**

6.1 OPINION OF PROBABLE COST FOR PROJECTS BEING DESIGNED BY

Professional Services, S. Darrington Safety Lights Huit Zollars

ENGINEER. As a design professional practicing in the Town of Horizon City, the Engineer is expected to be familiar with the cost of construction, labor, and materials in the area and of bidding and market trends. The cost opinions of construction cost, provided by the Engineer, as required herein, are to be made in light of such familiarity and are expected to be within **ten percent (10%)** of the bid for the base bid item expected from the lowest responsible bidder.

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

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

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

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

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

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

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

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

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

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

6.7 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS. The Engineer, at the Engineer's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations, and requirements of federal, state, county, and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the City or the Engineer with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

Specifically, and not in limitation of the foregoing, the Engineer agrees that to the extent required by any agreement between the City and any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project, **including but not limited to:**

Professional Services, S. Darrington Safety Lights Huit Zollars

--The Texas Department of Transportation through an Advance Funding Agreement for Highway Safety Improvement Program Off-System with the City for the HSIP FY 23-Darrington Road Safety Lights Project (CJS #0924-06-644) (the “AFA”).

Copies of the AFA will be made available to the Engineer; however, provided copies shall in no way be a limitation on the Engineer’s obligation to comply with any Federal and State agency, the laws of the federal government of the United States of America, and the rules and regulations of any regulatory body or officer having jurisdiction over a Project.

6.7.1 CONTRACT ASSURANCE. The Engineer or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Engineer shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Engineer to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

6.7.2 DBE GOOD FAITH EFFORTS. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this Agreement. It is the policy of the City to practice nondiscrimination based on race, color, sex, or national origin in the award of performance of this Agreement. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this Agreement will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal will be identified pursuant to the federal funding requirements for an individual Task Order established for this Agreement. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the Contract goal for DBE participation in the performance of this Agreement.

The offeror will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the Agreement; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the offeror’s commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the Agreement as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

DBE participation in this Agreement may be in the form of a prime contract, subcontract, joint venture, or other arrangement that qualifies under 49 CFR Section 26.55 or 26.53(g), both of which will be submitted on a Letter of Intent to the City.

6.7.3 TERMINATION FOR CANCELLATION OF GRANT. Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the City shall promptly notify the Engineer of the cancellation by certified mail-return receipt requested, whereupon the Engineer shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Engineer will be paid for professional services performed to such date, upon furnishing the

City a progress report and an invoice to such date, and upon acceptance of the work by the City.

6.7.4 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT.252, 42 U.S.C. 2000D TO 2000D-4 AND TITLE 49, CODE OF FEDERAL REGULATIONS, DEPARTMENT OF TRANSPORTATION. During the performance of this Agreement, the Engineer, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

A. Compliance with Regulations: The Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

B. Nondiscrimination: The Consultant and its subconsultants shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the City deems appropriate.

C. Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

D. Information and Reports: The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to the City, as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the City shall impose such Agreement sanctions as it may determine to be appropriate, including but not limited to:

1. Withholding of payments to the Consultant under the Agreement until the Consultant complies; and/or

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2. Cancellation, termination, or suspension of the Agreement in whole or in part.

F. **Incorporation of Provisions:** The Consultant shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the City to enter into such litigation to protect the interests of the City and in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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

To the City: Town of Horizon City
 Ruben Mendoza, Mayor
 14999 Darrington Road
 Horizon City, Texas 79928

With a Copy to: Town of Horizon City
 Director of Planning
 14999 Darrington Road
 Horizon City, Texas 79928

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

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

6.12 CONFLICTING PROVISIONS - ATTACHMENTS. Any provision contained in any

Attachments to this Agreement or the Initial Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

6.13 TEXAS TORT CLAIMS ACT. The Engineer 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 Engineer 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.

6.14 PROHIBITION ON CONTRACTS BOYCOTTING ENERGY COMPANIES. If the Engineer is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, the Engineer verifies that the Engineer does not boycott energy companies during the term of this Agreement and will not boycott energy companies during the term of this Agreement. If the Engineer does not make that verification, the Engineer must notify the City and state why the verification is not required.

6.15 FIREARMS. If the Engineer is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, the Engineer verifies that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; and (2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association. If the Engineer does not make that verification, the Engineer must notify the City and state why the verification is not required.

6.16 FOREIGN TERRORIST ORGANIZATIONS. The Engineer 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.

6.17 BOYCOTTING OF ISRAEL. If the Engineer is required to make a certification pursuant to Section 2271.001 of the Texas Government Code, the Engineer certifies that the Engineer does not boycott Israel and will not boycott Israel during the term of this Agreement. If the Engineer does not make that certification, the Engineer must notify the City and state why the certification is not required.

6.18 ENTIRE AGREEMENT FOR PROJECT. This Agreement, along with the Initial Agreement, including attachments, constitutes and expresses the entire agreement between the Parties and supersedes all prior negotiations, representations, or agreements, whether written or oral, with respect to the Project defined under this Agreement. This Agreement shall not be amended or modified, except by written amendment, executed by both Parties.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

TOWN OF HORIZON CITY:

Ruben Mendoza
Mayor
Dated: _____, 2022

ATTEST:

Elvia Schuller, TRMC
City Clerk

APPROVED AS TO FORM:

Theresa Cullen Cordova
Assistant City Attorney

APPROVED AS TO CONTENT:

Michelle Garcia, AICP, CNU-A
Planning Director

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TCC 4/116/22 draft "FE"

ENGINEER:
HUITT-ZOLLARS, INC.

By: _____

Printed name: _____

Title: _____

Dated: _____, 2022

(Acknowledgements begin on next page)

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §

§

COUNTY OF EL PASO §

This instrument was acknowledged before me on this ____ day of _____ 2022 by **Ruben Mendoza**, as **Mayor** of the **Town of Horizon City, Texas**.

Notary Public, State of Texas

My commission expires:

THE STATE OF TEXAS §

§

COUNTY OF EL PASO §

This instrument was acknowledged before me on this ____ day of _____ 2022, by

Professional Services, S. Darrington Safety Lights Huitt Zollars

| TCC 4/116/22 draft "FE"

_____, as _____ of Huitt-Zollars, Inc.

Notary Public, State of Texas

My commission expires:

DRAFT

ATTACHMENT "A"
SCOPE OF SERVICES AND PROJECT BUDGET

ATTACHMENT "B"
ENGINEER'S FEE PROPOSAL AND UNIT/HOURLY RATES

ATTACHMENT "C"
~~ENGINEER'S BASIC AND ADDITIONAL SERVICES~~INSURANCE CERTIFICATES

~~ATTACHMENT "D"~~
~~PAYMENT AND DELIVERABLE SCHEDULE AND PHASES~~

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~~ATTACHMENT "E"~~
~~INSURANCE CERTIFICATES~~
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RESOLUTION

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

WHEREAS, the HSIP FY23-Darrington Road Safety Lights Project (CSJ#0924-06-644) is federally funded by the Texas Department of Transportation (TxDOT), and is a high priority project for the Town of Horizon City; and

WHEREAS, project and technical support is required of the City Engineer on TxDOT-managed projects; and

WHEREAS, because Huitt-Zollars, Inc. is qualified and was selected through the Town of Horizon City's selection procedure, in accordance with all applicable state and local laws and ordinances, the Parties desire to amend the Initial Agreement to better address the costs for services related to the HSIP FY23-Darrington Road Safety Lights Project (CSJ#0924-06-644) and require that these services be billed separately to allow for payment under the TxDOT Program and funding.

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

That the Mayor be authorized to sign an Engineering Services Agreement for Professional Services (Darrington Road Safety Lights Project-Highway Safety Improvement Program [HSIP]-Off System FY23–Darrington Road from Alberton Avenue to south of LTV Road) (Engineering Review Services-TxDOT) by and between the Town of Horizon City, and Huitt-Zollars, Inc.

PASSED AND ADOPTED this _____ day of _____, 2022.

TOWN OF HORIZON CITY

Ruben Mendoza, Mayor

ATTEST:

Elvia Schuller TRMC, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Theresa Cullen Cordova

Theresa Cullen Cordova
Assistant City Attorney

Michelle Garcia, AICP, CNU-A
Planning Director

17. Discussion and Action:

271

Mayor/CIP Manager

On a Resolution that the Mayor be authorized to sign an Engineering Services Agreement for Professional Services (North Darrington Road Reconstruction Project-[STP-MM Reconstruction Off-System] from Eastlake Boulevard to Oxbow Drive) (CSJ #0924-06-587))(Engineering and Review Services-TxDOT) by and between the Town of Horizon City, and Huitt-Zollars, Inc.



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: April 7, 2022

To: Honorable Mayor and Members of City Council

From: Teresa Quezada, CIP Manager *Teresa Quezada 4/7/2022*

SUBJECT: Discussion and Action on Resolution that the Mayor be authorized to sign an Engineering Services Agreement for Professional Services (North Darrington Road Reconstruction Project-[STP-MM Reconstruction Off-System] from Eastlake Boulevard to Oxbow Drive) (CSJ #0924-06-587))(Engineering and Review Services-TxDOT) by and between the Town of Horizon City, and Huitt Zollars, Inc.

The attached Engineering Services Agreement with Huitt Zollars, Inc. allows Huitt Zollars, as the Town Engineer to provide engineering support to Horizon City during the TXDOT-led design and construction of the N. Darrington Reconstruction project.

Support services include

- Coordinating with TXDOT and its team of consultants to provide information for project
- Reviewing submittals and preparing comments
- Attending Bi-weekly Progress Meetings with Consultant/Town/TxDOT and TXDOT design review meetings.

Since the project is federally funded, the agreement with Huitt Zollars includes federal provisions as required by the Advanced Funding Agreement that Horizon City Council approved for the Safety Lighting Project.

Staff recommends approval of this amendment.

Memorandum

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

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

Subject: N. Darrington Reconstruction-Engineering and Review Services

Date: March 11, 2022

Huitt-Zollars is submitting fee proposal for the Town's consideration for the N. Darrington Reconstruction Engineering and Review Services.

Scope of Services

- Coordinate with Consultant to provide information for project
- Coordinate with TxDOT
- Review Submittals and Prepare Comments
 - Review 30% Submittal
 - Review 60% Submittal
 - Review 90% Submittal
 - Review 100% Submittal
- Attend Bi-weekly Progress Meetings with Consultant/Town/TxDOT (26 meeting @ 1.5 hours per meeting)
- Attend TxDOT DDRs and Safety Review Meetings (3 Design meetings; 1 Safety Review Meeting @ 3 hours per meeting)
- Coordinate and Meet with Stakeholder (HRMUD, etc.) with the Town. (Up to 6 meetings @ 3 hours per meeting.)
- Attend review meetings with TxDOT/Consultant during design. (Up to 6 meeting at 3 hours per meeting)

Deliverables

Deliverables consist of copies of reviewed documents, record of correspondence with consultants, TxDOT, and/or Shareholders.

Schedule

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

Compensation

Huitt-Zollars fee of **\$49,843** is for Engineering and Review **Services (Hourly)**. Detailed breakdowns of the fees are enclosed for your review.

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

EXHIBIT A

Town of Horizon City

Design Review for N. Darrington Reconstruction Project

HUITT-ZOLLARS, INC.

Man Hour Estimate

Feb. 22, 2022

	Sr. Eng	Proj. Mgr.	Proj. Engineer	EIT III	Admin. Ass't.	Totals
	\$295.00	\$194.00	\$130.00	\$125.00	\$90.00	
Task						
Coordinate with Consultant to provide information for project		24	12			36
Coordinate with TxDOT		24	12			36
Review Submittals and Prepare Comments						
Review 30% Submittal		4	16		2	22
Review 60% Submittal		4	24		2	30
Review 90% Submittal		4	24		2	30
Review 100% Submittal		4	24		2	30
Attend Bi-weekly Progress Meetings with Consultant/Town/TxDOT (15 meeting @ 1.0 hours per meeting)	3	15	8			26
Attend with TxDOT DDRs and Safety Review Meeting (3 Design meetings; 1 Safety Review Meeting @ 3 hours per meeting)	3	12	12			27
Coordinate and Meeting with Stakeholder (HRMUD, etc.) with the Town. (Up to 6 meetings @ 3 hours per meeting.)	3	18	12			33
Attend review meetings with TxDOT/Consultant during design. (Up to 6 meeting at 3 hours per meeting)		18	12			30
						0
Subtotals	9	127	156	0	8	300
	\$ 2,655	\$ 24,638	\$ 20,280	\$ -	\$ 720	\$ 48,293

Direct Expenses

Mileage (2640 miles @ \$0.585/mile)

\$ 1,550

Total \$ 49,843

THE STATE OF TEXAS)
)
COUNTY OF EL PASO) ENGINEERING SERVICES AGREEMENT
FOR PROFESSIONAL SERVICES
(North Darrington Road Reconstruction
Project-[STP-MM Reconstruction Off-System] from
Eastlake Boulevard to Oxbow Drive) (CSJ #0924-06-
587))(Engineering and Review Services-TxDOT)

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, hereinafter referred to as the "City", and HUITT-ZOLLARS, INC., a Texas Corporation, hereinafter referred to as the "Engineer".

RECITALS

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

WHEREAS, the N. Darrington Road Reconstruction Project (STP-MM Reconstruction Off-System CSJ #0924-06-587) is federally funded by the Texas Department of Transportation (TxDOT), and is a high priority project for the City; and

WHEREAS, project and technical support is required of the City Engineer on TxDOT-managed projects; and

WHEREAS, because the Engineer is qualified and was selected through the City's selection procedure, in accordance with all applicable state and local laws and ordinances, the Parties desire to amend the Initial Agreement to better address the costs for services related to the N. Darrington Road Reconstruction Project (STP-MM Reconstruction Off-System CSJ #0924-06-587) and require that these services be billed separately to allow for payment under the TxDOT Program and funding.

AGREEMENT

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

ARTICLE I.
ATTACHMENTS

1.1 The below attachments are hereby attached to this Agreement for engineering and review services for the N. Darrington Road Reconstruction Project (STP-MM Reconstruction Off-System CSJ #0924-06-587), hereinafter referred to as the "Project", and are incorporated herein by

reference for all purposes, as follows:

- Attachment "A" Scope of Services and Project Budget
- Attachment "B" Engineer's Fee Proposal and Unit/Hourly Rates
- Attachment "C" ~~Engineer's Basic and Additional Services~~ Insurance Certificates
- ~~Attachment "D" Payment and Deliverable Schedule and Phases~~
- ~~Attachment "E" Insurance Certificates~~

ARTICLE II. PROJECT COVERED UNDER THIS AGREEMENT

2.1 The City hereby agrees to retain the Engineer and the Engineer agrees to perform professional services engineering and review services as a professional engineer for the Project covered by this Agreement. The Project shall consist of the Engineer's completion of the Scope of Services as further described in Attachment "A". ~~Such Scope of Services shall be completed in accordance with the identified phases described in Attachment "D".~~

2.2 In completion of such phases, the Engineer shall comply with the Town of Horizon City Construction Document Guidelines in effect on the execution date of this Agreement in the performance of the services requested under the Design Phases of this Agreement, provided by the City to the Engineer prior to the commencement of design services, if applicable.

2.3 The Engineer shall serve as the City's professional representative in those phases of the Project to which this Agreement applies and shall give consultation and advice to the City during the performance of services.

2.4 The City shall provide all available information to the Engineer as to the Project for which Engineer will provide the services for the City.

2.5 The City shall provide all available information to the Engineer as to the City's general requirements for the Project. Should the Engineer determine that the information provided is inadequate to proceed, Engineer shall notify the CIP Manager, who shall direct the Engineer on how to acquire or develop the needed information. The City shall also provide to the Engineer all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site.

2.6 The City hereby designates the CIP Manager as the City's representative with respect to the professional services to be provided by the Engineer pursuant to this Agreement. The CIP Manager shall have complete authority to transmit instructions, receive information, interpret, and define the City's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. The CIP Manager will render written decisions within a five (5) working daytime period.

ARTICLE III. ENGINEER FEES AND PROJECT'S BUDGET

3.1 PAYMENT TO ENGINEER. The total amount of compensation for all phases of the Project is Forty-nine Thousand Eight Hundred Forty-three and no/100 ~~DOLLARS (\$49,843.00)~~.

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The Engineer's fee proposal for the performance of all Basic Services and reimbursable expenses for the Project (Section 3.2) is attached hereto as **Attachment "B"**. Payments to the Engineer shall be made pursuant to the schedule enumerated within **Attachment "DB"**.

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

3.2 ENGINEER'S SERVICES. The Scope of Services to be provided by the Engineer for the Project are attached hereto as **Attachment "BA"**.

3.3 ENGINEER'S INVOICES. The Engineer shall bill the City separately for the services under this Agreement not more often than monthly, through written invoices pursuant to the schedule established in **Attachment "DB"**. Invoices shall indicate the costs for outside consultants, if any, with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing.

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

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

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

3.5 INDEPENDENT CONTRACTOR. In the performance of work or services hereunder, the Engineer shall be deemed an independent contractor, and any of its employees performing work required hereunder shall be deemed solely employees of the Engineer.

3.6 SUBCONSULTANTS. The Engineer shall not award any work to any subconsultant or replace any subconsultant without prior written approval of the City. The Engineer will provide to the City a written statement concerning the proposed award or substitution of a subconsultant, which will include a Statement of Qualifications for such subconsultant and such additional information as the City may require, and City may verify the subconsultant's current eligibility status.

The Engineer shall be as fully responsible to the City for the acts and omissions of its subconsultants, and of persons either directly or indirectly employed by them, as the Engineer is for the acts and omissions of persons directly employed by it.

The Engineer shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subconsultants to the Engineer by the terms of this Agreement insofar as applicable to the work of subconsultants (including but not limited to the indemnification and insurance), and to give the Engineer the same power as regards to the termination of any subcontract that the City may exercise over the Engineer under this Agreement.

Nothing contained in this Agreement shall create any contractual relation between any subconsultant and the City. The City shall have no responsibility to any subconsultant employed by the Engineer for performance of work on the Project contemplated by this Agreement but said subconsultants will look exclusively to the Engineer for any payments due. In the performance of work or services hereunder, the subconsultants shall each be deemed an independent contractor, and any of its employees performing work required hereunder shall be deemed solely employees of the subconsultant.

ARTICLE IV. PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. —The services called for under the Project shall begin upon the issuance of a Notice to Proceed from the CIP Manager. The Engineer shall complete the requested services to coincide with the project development schedule as will be developed and updated by the Texas Department of Transportation design team and the CIP Manager will transmit the project development scheduled to the Engineer. ~~in accordance with the timelines and schedules outlined in Attachment "DB".~~

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

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

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

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

ARTICLE V. INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. The Engineer shall have **seven (7) calendar days** from date of award to obtain sufficient insurance as required herein. Engineer shall not commence work under this Agreement until the Engineer has obtained the required insurance and such insurance has been approved by the City. The Engineer shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

5.1.1 WORKERS' COMPENSATION INSURANCE. The Engineer shall procure

and shall maintain, at Engineer's sole expense, during the life of this Agreement, Workers' Compensation Insurance as required by applicable Texas law for all of the Engineer's _____

employees to be engaged in work under this Agreement. The Engineer shall provide the following endorsement:

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

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

- a) **COMMERCIAL GENERAL LIABILITY**
\$500,000.00 per occurrence
\$1,000,000.00 General Aggregate
- b) **AUTOMOBILE LIABILITY**
Combined Single Limit
\$1,000,000.00 per accident

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

5.1.4 CITY AS ADDITIONAL INSURED. The City shall be named as an Additional Insured on all of the Engineer's and subconsultant's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance required by this Agreement.

5.1.5 PROOF OF INSURANCE. The Engineer shall furnish the City with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of

policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this Agreement.

5.1.6 **GENERAL INSURANCE PROVISIONS.** All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment "EC"**. All certificates shall also include the name of the Project on the corresponding insurance certificate. Further, each certificate shall contain the following statement, and the policies shall be subject to such requirement:

"The insurance covered by this certificate will not be canceled, and there will be no change in coverage or deductibles, except after thirty (30) consecutive calendar days written notice of intent to cancel or change said insurance has been provided to the Town of Horizon City."

5.2 INDEMNIFICATION. THE ENGINEER SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM, ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO THE ENGINEER'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE ENGINEER OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO THE ENGINEER, OR ANY OTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY THE ENGINEER WITH THE CITY ATTORNEY IF THE CITY IS NAMED AS A DEFENDANT IN ANY LAWSUIT, AND THE ENGINEER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE OF THE CITY ATTORNEY. THE ENGINEER AND THE CITY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

**ARTICLE VI.
GENERAL PROVISIONS**

6.1 OPINION OF PROBABLE COST FOR PROJECTS BEING DESIGNED BY ENGINEER. As a design professional practicing in the Town of Horizon City, the Engineer is expected to be familiar with the cost of construction, labor, and materials in the area and of bidding and market trends. The cost opinions of construction cost provided by the Engineer, as required herein, are to be made in light of such familiarity and are expected to be within **ten percent (10%)**

Professional Services, N. Darrington Road Reconstruction Huitt Zollars 2022

of the bid for the base bid item expected from the lowest responsible bidder.

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

If the Engineer's most recent cost opinion for any construction contract is in excess of the Project construction budget, the City shall give written approval of an increase in the limit or shall cooperate in revising the Project's scope or quality, or both, to reduce the cost as required. Such

revisions shall be made, and Drawings and Specifications modified by the Engineer without further compensation.

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

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

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

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

The City or its designee shall be entitled, at its expense, to audit all of the Engineer's records

related to this Project and shall be allowed to interview any of the Engineer's employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying (at the City's sole expense) of selected documents from time to time at reasonable

times, places, and charges to the City, if the Engineer is making copies for the City, under this section at the request of the City.

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

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

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

6.7 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS. The Engineer, at the Engineer's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations, and requirements of federal, state, county, and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the City or the Engineer with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

Specifically, and not in limitation of the foregoing, the Engineer agrees that to the extent required by any agreement between the City and any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project, **including but not limited to:**

--The Texas Department of Transportation through an Advance Funding Agreement for STP-MM Reconstruction Off-System with the City for the N. Darrington Road Reconstruction Project (STP-MM Reconstruction Off-System CSJ #0924-06-587) (the "AFA").

Copies of the AFA will be made available to the Engineer; however, provided copies shall in no way be a limitation on the Engineer's obligation to comply with any Federal and State agency, the laws of the federal government of the United States of America, and the rules and regulations of any regulatory body or officer having jurisdiction over a Project.

6.7.1 CONTRACT ASSURANCE. The Engineer or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Engineer shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Engineer to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

6.7.2 DBE GOOD FAITH EFFORTS. —The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this Agreement. It is the policy of the City to practice nondiscrimination based on race, color, sex, or national origin in the award of performance of this Agreement. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this Agreement will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal will be identified pursuant to the federal funding requirements for an individual Task Order established for this Agreement. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this Agreement.

The offeror will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the Agreement; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the Agreement as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

DBE participation in this Agreement may be in the form of a prime contract, subcontract, joint venture, or other arrangement that qualifies under 49 CFR Section 26.55 or 26.53(g), both of which will be submitted on a Letter of Intent to the City.

6.7.3 TERMINATION FOR CANCELLATION OF GRANT. Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the City shall promptly notify the Engineer of the cancellation by certified mail-return receipt requested, whereupon the Engineer shall immediately, on receipt of the letter, cease and

desist from performing any other work or services hereunder. In such an event, the Engineer will be paid for professional services performed to such date, upon furnishing the City a progress report and an invoice to such date, and upon acceptance of the work by the City.

6.7.4 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT.252, 42 U.S.C. 2000D TO 2000D-4 AND TITLE 49, CODE OF FEDERAL REGULATIONS, DEPARTMENT OF TRANSPORTATION. During the performance of this Agreement, the Engineer, for itself, its assignees, and successors in interest (hereinafter referred to as the “Consultant”), agrees as follows:

A. **Compliance with Regulations:** The Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, “DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the “Regulations”), which are herein incorporated by reference and made a part of this Agreement.

B. **Nondiscrimination:** The Consultant and its subconsultants shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the City deems appropriate.

C. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant’s obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

D. **Information and Reports:** The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to the City, as appropriate, and shall set forth what efforts it has made to obtain the information.

E. **Sanctions for Noncompliance:** In the event of the Consultant’s noncompliance with the nondiscrimination provisions of this Agreement, the City shall impose such Agreement sanctions as it may determine to be appropriate, including but not limited to:

1. Withholding of payments to the Consultant under the Agreement until the Consultant complies; and / or
2. Cancellation, termination, or suspension of the Agreement in whole or in part.

F. **Incorporation of Provisions:** The Consultant shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the City to enter into such litigation to protect the interests of the City and in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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

To the City: Town of Horizon City
 Ruben Mendoza, Mayor
 14999 Darrington Road
 Horizon City, Texas 79928

With a Copy to: Town of Horizon City
 Director of Planning
 14999 Darrington Road
 Horizon City, Texas 79928

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

Changes may be made to the names and addresses noted herein through timely, written notice to Professional Services, N. Darrington Road Reconstruction Huitt Zollars 2022

the other Party.

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

6.13 TEXAS TORT CLAIMS ACT. The Engineer 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 Engineer 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.

6.14 PROHIBITION ON CONTRACTS BOYCOTTING ENERGY COMPANIES. If the Engineer is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, the Engineer verifies that the Engineer does not boycott energy companies during the term of this Agreement and will not boycott energy companies during the term of this Agreement. If the Engineer does not make that verification, the Engineer must notify the City and state why the verification is not required.

6.15 FIREARMS. If the Engineer is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, the Engineer verifies that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; and (2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association. If the Engineer does not make that verification, the Engineer must notify the City and state why the verification is not required.

6.16 FOREIGN TERRORIST ORGANIZATIONS. The Engineer 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.

6.17 BOYCOTTING OF ISRAEL. If the Engineer is required to make a certification pursuant to Section 2271.001 of the Texas Government Code, the Engineer certifies that the Engineer does not boycott Israel and will not boycott Israel during the term of this Agreement. If the Engineer does not make that certification, the Engineer must notify the City and state why the certification is not required.

6.18 ENTIRE AGREEMENT FOR PROJECT. This Agreement, along with the Initial Agreement, including attachments, constitutes and expresses the entire agreement between the Parties and supersedes all prior negotiations, representations, or agreements, whether written or oral, with respect to the Project defined under this Agreement. This Agreement shall not be amended or modified, except by written amendment, executed by both Parties.

TCC 4/116/22 draft "ED"

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

TOWN OF HORIZON CITY:

Ruben Mendoza
Mayor
Dated: _____, 2022

ATTEST:

Elvia Schuller, TRMC, City Clerk —
~~City Clerk~~

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Theresa Cullen Cordova
Assistant City Attorney

Michelle Garcia, AICP, CNU-A
Planning Director

TCC 4/116/22 draft "ED"

ENGINEER:
HUITT-ZOLLARS, INC.

By: _____

Printed name: _____

Title: _____

Dated: _____, 2022

(Acknowledgements begin on next page)

DRAFT

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this ____ day of _____ 2022 by **Ruben**

Professional Services, N. Darrington Road Reconstruction Huitt Zollars 2022

TCC 4/116/22 draft "ED"

Mendoza, as Mayor of the Town of Horizon City, Texas.

Notary Public, State of Texas

My commission expires:

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this ____ day of _____ 2022, by _____, as _____ of Huitt-Zollars, Inc.

Notary Public, State of Texas

My commission expires:

DRAFT

ATTACHMENT "A"
SCOPE OF SERVICES AND PROJECT BUDGET

ATTACHMENT "B"
ENGINEER'S FEE PROPOSAL AND UNIT/HOURLY RATES

ATTACHMENT "C"
ENGINEER'S BASIC AND ADDITIONAL SERVICES INSURANCE CERTIFICATES

~~ATTACHMENT "D"~~
~~PAYMENT AND DELIVERABLE SCHEDULE AND PHASES~~

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~~ATTACHMENT "E"~~
~~INSURANCE CERTIFICATES~~
-

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RESOLUTION

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

WHEREAS, the North Darrington Road Reconstruction Project (CSJ #0924-06-587) is federally funded by the Texas Department of Transportation (TxDOT), and is a high priority project for the City; and

WHEREAS, project and technical support is required of the City Engineer on TxDOT-managed projects; and

WHEREAS, because Huitt-Zollars, Inc. is qualified and was selected through the Town of Horizon City's selection procedure, in accordance with all applicable state and local laws and ordinances, the Parties desire to amend the Initial Agreement to better address the costs for services related to the North Darrington Road Reconstruction Project (CSJ #0924-06-587) and require that these services be billed separately to allow for payment under the TxDOT Program and funding.

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

That the Mayor be authorized to sign an Engineering Services Agreement for Professional Services (North Darrington Road Reconstruction Project-[STP-MM Reconstruction Off-System] from Eastlake Boulevard to Oxbow Drive) (CSJ #0924-06-587))(Engineering Review Services-TxDOT) by and between the Town of Horizon City, and Huitt-Zollars, Inc.

PASSED AND ADOPTED this _____ day of _____, 2022.

TOWN OF HORIZON CITY

Ruben Mendoza, Mayor

ATTEST:

Elvia Schuller TRMC, 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

18. Discussion and Action:

298

Mayor/Planning Director

On a resolution accepting a warranty deed from Casas De Leon, LLC for a 7,043.36 square foot, more or less, parcel being a portion of Lot 14, Block 6, Westlake Estates, Town of Horizon City, El Paso County, Texas dedicating the parcel as public right of way property and that the Mayor be authorized to sign the deed accepting the dedication of the property as a public right of way.



**TOWN OF HORIZON CITY
MEMORANDUM**

REVISED

Date: April 7, 2022; Revised April 12, 2022

To: Honorable Mayor and Members of City Council

From: Michelle Padilla, Planning Director

SUBJECT: On a Resolution accepting a warranty deed from Casas De Leon, LLC dedicating a 7,043.36 square foot, more or less, parcel being a portion of Lot 14, Block 6, West Eastlake Estates, Town of Horizon City, El Paso County, Texas as public right of way and authorizing the Mayor to sign the deed accepting the dedication as public right of way.

The property owner, Casas De Leon, LLC, who is currently constructing a single-family home on the property at 253 Lago Maggiore has determined that a portion of the abutting alley is encroaching onto the residential lot. The owner wishes to deed that portion of the alley to the City as right of way instead of demolishing the improvements. At the time of the posting of the agenda, staff is pending additional information that is required to confirm that the remaining lot meets the minimum zoning requirements under the Planned Unit Development zoning category. However, staff has determined that the alley improvements to be dedicated meet the minimum construction standards.

Additionally, the property owner will need to submit a completed Land Development Exemption Determination (LDED) application to confirm that this dedication is exempt from the City's subdivision requirements. Therefore, the approval and acceptance of this dedication deed will be contingent upon the administrative approval of the LDED.

~~Staff will update this memo with their recommendation should they receive the above-mentioned information ahead of the City Council meeting.~~

Staff has received the requested information and it is under review. Additional documents, such as a release of lien, is required. Therefore, staff recommends approval contingent upon the submittal of the following:

- A release from Declaration of Covenants, Conditions and Restrictions from West Eastlake Estates;
- Payment of ad valorem taxes through the date of the City's acceptance;
- A release of vendors lien from WestStar Bank;
- A release from the Horizon Communities Improvement Association, Inc. from being able to assess fees on the property; and
- A release from any restriction filed of record which would prevent the property from being used as public right of way or would impose an obligation of the Town of Horizon city to pay an assessment or charge to another party, all to be subject to the approval of the City attorney.
- The property owner shall submit a land development exemption determination application to be reviewed and approved by the Planning Director.
 - To include a revised survey showing that the remaining lot meets the minimum setback requirements.

Attached for your review is the written request, the resolution, and the dedication deed.

RESOLUTION

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

That the Town of Horizon City, Texas accept a warranty deed from Casas De Leon, LLC for a 7,043.36 square foot, more or less, parcel being a portion of Lot 14, Block 6, Westlake Estates, Town of Horizon City, El Paso County, Texas dedicating the parcel as public right of way property and that the Mayor be authorized to sign the deed accepting the dedication of the property as a public right of way.

PASSED AND ADOPTED this _____ day of _____, 2022.

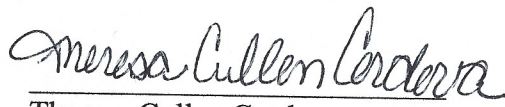
TOWN OF HORIZON CITY

Ruben Mendoza
Mayor

ATTEST:

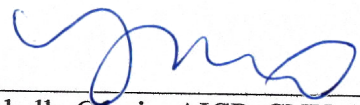
Elvia Schuller, TRMC
City Clerk

APPROVED AS TO FORM:



Theresa Cullen Cordova
Assistant City Attorney

APPROVED AS TO CONTENT:



Michelle Garcia, AICP, CNU-A
Planning Director

Grantee further acknowledges and agrees that to the maximum extent permitted by law, the sale of the Property as is made "AS IS" AND WITH ALL FAULTS and Grantor has not made, does not make, and specifically negates and disclaims, any representations, warranties, promises, covenants, agreements, or guaranties of any kind or character whatsoever, whether express or implied, concerning or with respect to the Property regarding the Property's compliance with any environmental protection, pollution, or land use laws, rules, regulations, orders, or requirements, including the existence of hazardous substances in or on the Property, whether in the past or present.

Dated: _____, 2022.

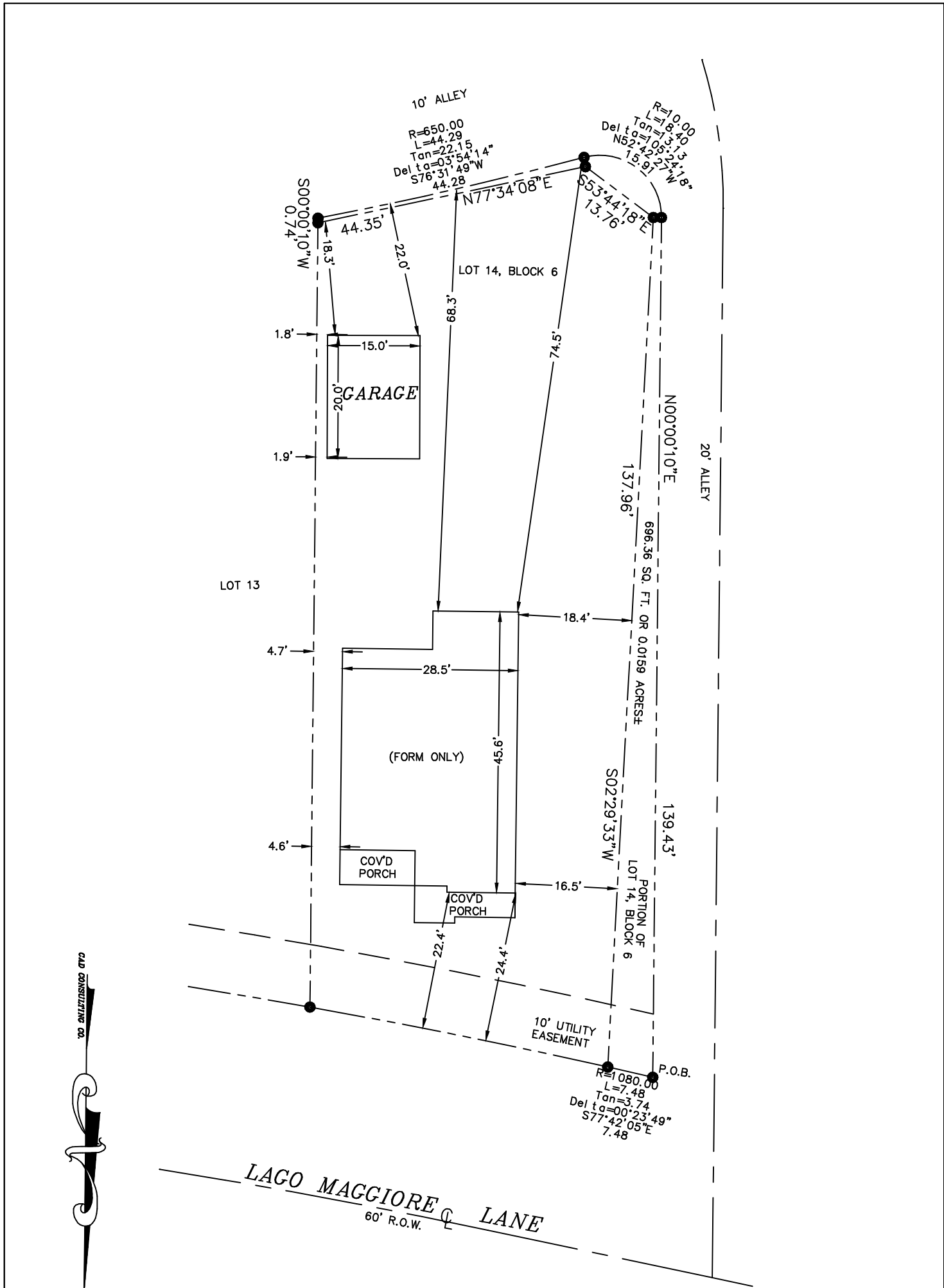
GRANTOR

By: _____

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on _____, 2022, by _____
in his capacity as _____ of _____.

Notary Public in and for
The State of Texas



SCALE 1"=20'

COPYRIGHT © 2021 CAD CONSULTING CO. ALL RIGHTS RESERVED

<p>CERTIFICATION</p> <p>I HEREBY CERTIFY THAT THE FOREGOING BOUNDARY SURVEY WAS MADE ON THE GROUND AND UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THERE ARE NO ENCROACHMENTS EXCEPT AS SHOWN HEREON.</p> <p>CAD CONSULTING COMPANY 3950 PROFESSIONAL SURVEYOR</p> <p>CARLOS M. JIMENEZ R.P.L.S. No. 3950</p>	<p>JOB # 21-0024 DATE: 01-07-2021 FIELD: JM OFFICE: JR FILE: NET:\JORGE\2021\21-0024</p>
	<p>LOCATED IN ZONE X PANEL # 480212-0250-B DATED 09-04-91</p>
	<p>RECORDED IN CLERK'S NO. 20170024159, PLAT RECORDS, EL PASO COUNTY, TX</p>
	<p>253 LAGO MAGGIORE LANE (SEE EXHIBIT "B") A PORTION OF LOT 14, BLOCK 6 WEST EASTLAKE ESTATES TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS</p>
<p>FIRM# 10099300</p>	<p>CAD CONSULTING COMPANY 1790 LEE TREVINO DRIVE SUITE 503 EL PASO, TEXAS 79936 (915) 633-6422</p>

19. Discussion and Action:

305

Mayor/Planning Director

On a Resolution authorizing the Mayor to sign a First Amendment to the Parks and Grounds Maintenance Contract between the Town of Horizon City, Texas and Abescape Landscaping, LLC for additional services.



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: April 7, 2022

To: Honorable Mayor and Members of City Council

From: Michelle Padilla, Planning Director

SUBJECT: On a Resolution authorizing the Mayor to sign a First Amendment to the Parks and Grounds Maintenance Contract between the Town of Horizon City, Texas and Abescape Landscaping, LLC for additional services.

The City Council awarded the 2021 Parks and Grounds Maintenance Contract to Abescape Landscaping, LLC on June 28, 2021 for a 2.5 year term. It is set to expire on December 31, 2023. The City has since accepted one new park, with two distinct sections, and two new ponding areas as part of new subdivisions, Horizon Town Center Units Two and Three and Rancho Desierto Bello Unit 12. These areas require maintenance services immediately.

Additionally, the park and ponding area dedicated by the Rancho Desierto Bello Unit 13 Phase 1 development will be accepted by the City for maintenance once the LTV Road vacation is finalized. The finalization date is unknown, but staff continues to work with the developer and El Paso County to get this completed before the end of April. Therefore, the draft amendment includes this development's park and ponding area. The maintenance services and invoicing for these two areas will not begin until they have been accepted by the City for maintenance.

Attached for your review is the resolution and the draft amendment to the contract.

RESOLUTION

WHEREAS, on June 28, 2021 the City Council of the Town of Horizon City awarded RFP No. 2021-003PW-Parks and Grounds Maintenance Contract to Abescape Landscaping, LLC; and

WHEREAS, the Town of Horizon City has accepted three new parks and three new ponding areas which will need to be maintained; and

WHEREAS, the Parties wish to amend the Parks and Grounds Maintenance Contract to include the new parks and ponding areas.

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

That the Mayor be authorized to sign First Amendment to the Parks and Grounds Maintenance Contract between the Town of Horizon City, Texas and Abescape Landscaping LLC to include:

PARKS

Rancho Desierto Bello #13 Phase I Park (218,758.32 Sq. ft.), Horizon Town Center U-2 West Park (32,025.20 Sq. ft.), and Horizon Town Center U-2 East Park (24,589.28 Sq. ft.)

PONDS

Rancho Desierto Bello #13 Phase I Pond (2.341 Acres), Rancho Desierto Bello #12 Pond (1.1498 Acres), and Horizon Town Center U-3 Pond (2.501 Acres)

PASSED AND ADOPTED this _____ day of _____, 2022.

TOWN OF HORIZON CITY

Ruben Mendoza
Mayor

ATTEST:

Elvia Schuller, TRMC
City Clerk

APPROVED AS TO FORM:

Theresa Cullen Cordova

Theresa Cullen Cordova
Assistant City Attorney

APPROVED AS TO CONTENT:

Michelle Garcia

Michelle Garcia, AICP, CNU-A
Planning Director

2. The Parties agree that the following ponding areas will be added to the list of ponding areas, Section D-1, to be maintained during the term of this Contract:

PONDS

- Rancho Desierto Bello #13 Phase I Pond (2.341 Acres),
- Rancho Desierto Bello #12 Pond (1.1498 Acres), and
- Horizon Town Center U-3 Pond (2.501 Acres)

The Contractor acknowledges that these ponding areas will be maintained in accordance Scope of Work as attached to the Contract.

3. The Parties agree that the fees for the additional parks and ponding areas will be as follows:

PARKS

- Rancho Desierto Bello #13 phase I park \$32,400.00/yr.
- Horizon Town Center U-2 west park \$15,288.00/yr.
- Horizon Town Center U-2 east park \$15,288.00/yr.

Additional trash and debris pickup before and/or after special events:

- **Unit Cost:** Rancho Desierto Bello #13 phase I park \$365.00 per pick up.
- **Unit Cost:** Horizon Town Center U-2 west park \$295.00 per pick up
- **Unit Cost:** Horizon Town Center U-2 east park \$295.00 per pick up

PONDS

Pond cleanup fee per pond \$678.26/yr.

4. The Parties agree the Contract is amended to include the following new paragraphs 26, 27, 28, and 29:

26. Prohibition On Contracts Boycotting Energy Companies.

If the Contractor is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, the Contractor verifies that the Contractor does not boycott energy companies during the term of this Agreement, as amended, and will not boycott energy companies during the term of this Agreement as amended. If the Contractor does not make that verification, the Contractor must notify the City and state why the verification is not required.

27. Firearms.

If the Contractor is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, the Contractor verifies that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; and (2) will not discriminate during the term of this Agreement, as amended against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association. If the Contractor does not make that verification, the Contractor must notify the City and state why the verification is not required.

28. Foreign Terrorist Organizations.

The Contractor 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.

29. Boycotting Of Israel.

If the Contractor is required to make a certification pursuant to Section 2271.001 of the Texas Government Code, the Contractor certifies that the Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement as amended. If the Contractor does not make that certification, the Contractor must notify the City and state why the certification is not required.

5. Entire Contract. Except as herein amended, the Contract remains in full force and effect.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

TOWN OF HORIZON CITY:

Ruben Mendoza
Mayor
Dated: _____, 2022

ATTEST:

Elvia Schuller, TRMC
City Clerk

APPROVED AS TO FORM:

Theresa Cullen Cordova

Theresa Cullen Cordova
Assistant City Attorney

APPROVED AS TO CONTENT:

Michelle Garcia

Michelle Garcia, AICP, CNU-A
Planning Director

CONTRACTOR:

ABESCAPE LANDSCAPPING, LLC

By: Abraham Herrera

Printed name: Abraham Herrera

Title: Owner

Dated: 4/12, 2022

(ACKNOWLEDGEMENTS ON THE FOLLOWING PAGE)

ACKNOWLEDGEMENTS

**THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §**

This instrument was acknowledged before me on this _____ day of _____ 2022 by **Ruben Mendoza**, as **Mayor of the Town of Horizon City, Texas**.

Notary Public, State of Texas

My commission expires:

**THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §**

This instrument was acknowledged before me on this _____ day of _____ 2022, by _____, as _____ of **Abescape Landscaping LLC**.

Notary Public, State of Texas

My commission expires:

20. Discussion and Action:

313

Mayor/Planning Director

On a Resolution authorizing the Mayor to sign a Memorandum of Understanding between the Town of Horizon City, Texas and the City of Socorro, Texas in which the municipalities agree to cooperate in the development of the proposed Sparks Arroyo Improvement Project and watershed.



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: April 7, 2022

To: Honorable Mayor and Members of City Council

From: Michelle Padilla, Planning Director

SUBJECT: On a Resolution authorizing the Mayor to sign a Memorandum of Understanding between the Town of Horizon City, Texas and the City of Socorro, Texas in which the municipalities agree to cooperate in the development of the proposed Sparks Arroyo Improvement Project and watershed.

The City of Socorro, Texas has requested that the Town of Horizon City, Texas enter into a Memorandum of Understanding (MOU) as they have submitted an application for funding from the Texas Water Development Board for their Sparks Arroyo Improvement Project. Through their project planning, Socorro has determined that a portion of the watershed area that is contributing to the project area may lie within Horizon City. Therefore, Socorro is requesting that Horizon City enter into the attached MOU which calls for coordination of projects within the subject watershed. No monetary contributions are requested from Horizon City nor are they included in the MOU.

Staff recommends approval of the MOU.

Attached for your review is the written request, the resolution, and the draft Memorandum of Understanding.

Ivy Avalos
Mayor

Ruben Reyes
At Large / Mayor Pro-Tem

Cesar Nevarez
District 1



Alejandro Garcia
District 2

Rudy Cruz, Jr.
District 3

Yvonne Colon - Villalobos
District 4

Adriana Rodarte
City Manager

February 16, 2022

Mayor Ruben Mendoza
14999 Darrington Road
Horizon City, Texas 79928
mayor@horizoncity.org

Re: The City of Socorro's application to the Texas Water Development Board's (TWDB) Flood Infrastructure Fund (FIF) for the Sparks Arroyo Improvement Project

Dear Mayor Ruben Mendoza:

The City of Socorro has submitted an application to the Texas Water Development Board's (TWDB) Flood Infrastructure Fund (FIF) for the Sparks Arroyo Improvement Project to mitigate dangerous and persistent flooding in the communities surrounding this arroyo. Because the proposed project's watershed may lie partially within the boundaries of Horizon City, we would like to communicate our intent to secure funding for this project through the Texas Water Development Board and to enter into a Memorandum of Understanding (MOU) with Horizon City and the other eligible political subdivisions for the maintenance of this watershed as per the requirements of the Flood Infrastructure Fund (FIF) program.

The proposed Sparks Arroyo Improvement Project consists of **concrete channel improvements, culverts, and two retention basins starting at the Sparks Arroyo south of IH-10 and proceeding southward along the arroyo** (please see map enclosed). The proposed project improvements will capture drainage volumes originating in unincorporated portions of El Paso County and mitigate flooding in surrounding communities.

Enclosed please find a map detailing the proposed Sparks Arroyo Drainage System improvements, the drainage area map, and a draft of the MOU. Please note that this is only a draft of the MOU as suggested by the Flood Infrastructure Fund (FIF) program.

Should you have any questions regarding this project, its details, or expected impacts and benefits, please feel free to contact our office at 915-858-2915 or by email at citymanager@costx.us. We look forward to working together on this and other flood mitigation projects to benefit our communities.

Sincerely,



Adriana Rodarte
City Manager
City of Socorro, Texas

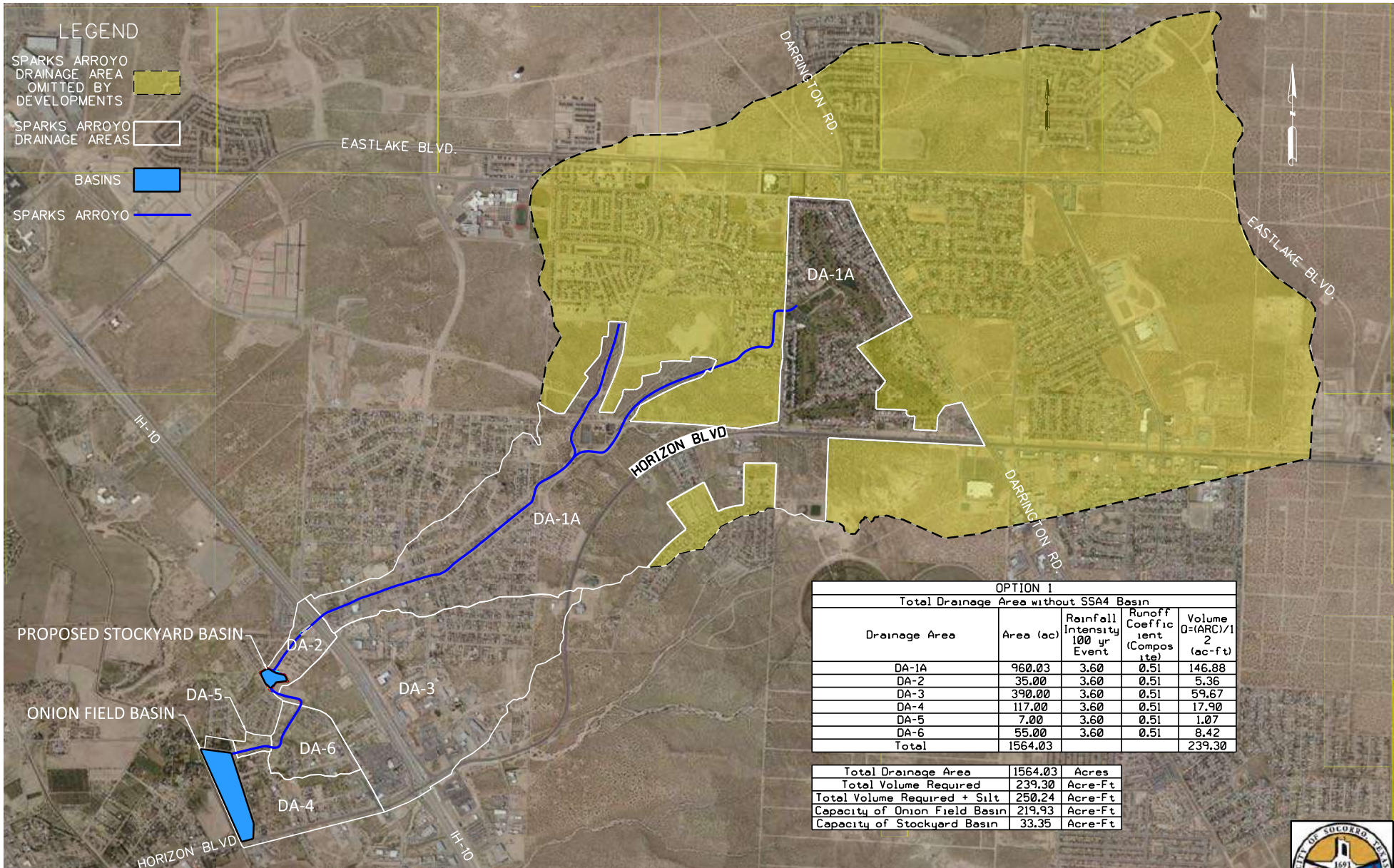
cc: Michelle Garcia
Planning Director
Town of Horizon City, Texas
mgarcia@horizoncity.org



SPARKS ARROYO DRAINAGE SYSTEM

DANNENBAUM





SPARKS ARROYO DRAINAGE AREA MAP WITHOUT BASIN SSA4

DANNENBAUM



RESOLUTION

WHEREAS, the City of Socorro has submitted an application to the Texas Water Development Board's Flood Infrastructure Fund for the Sparks Arroyo Improvement Project to mitigate dangerous and persistent flooding in the communities surrounding this arroyo; and

WHEREAS, this Project has flood control as a purpose; and

WHEREAS, pursuant to Texas Water Code § 15.005 and 31 Texas Administrative Code § 363.408, if the Executive Administrator of the Texas Water Development Board determines that an application has flood control as one of its purposes and that the watershed in which the project is located is partially located outside the political subdivision making the application, the applicant must submit a written memorandum of understanding relating to the management of the watershed in which the project is to be located, signed by all governing bodies of eligible political subdivisions located in the project watershed; and

WHEREAS, because the watershed for the proposed Sparks Arroyo Improvement Project may lie partially within the boundaries of the Town of Horizon City, the City of Socorro contacted the Town of Horizon City and advised the Town of Horizon City of its intent to secure funding for this Project through the Texas Water Development Board and requested a Memorandum of Understanding with the Town of Horizon City, as well as other eligible political subdivisions, for the maintenance of this watershed as per the requirements of the Flood Infrastructure Fund Program; and

WHEREAS, the proposed Sparks Arroyo Improvement Project consists of concrete channel improvements, culverts, and two retention basins starting at the Sparks Arroyo south of IH-10 and proceeding southward along the arroyo, and the proposed project improvements will capture drainage volumes originating in unincorporated portions of El Paso County, Texas and will mitigate flooding in surrounding communities; and

WHEREAS, because the proposed Project's watershed does partially lie within the boundaries of the Town of Horizon City, the City of Socorro has requested the Town of Horizon City cooperate in the development and implementation of its proposed project.

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

That the Mayor be authorized to sign a Memorandum of Understanding between the Town of Horizon City, Texas and the City of Socorro, Texas in which the municipalities

agree to cooperate in the development of the proposed Sparks Arroyo Improvement Project and watershed.

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

TEXAS WATER CODE SECTION 15.005 MEMORANDUM OF UNDERSTANDING

This is a Memorandum of Understanding (MOU) between the City of Socorro, Texas (the “City of Socorro”) and the Town of Horizon City, Texas (the “Town of Horizon City”) is entered into this _____ day of _____, 2022.

WHEREAS, the City of Socorro has submitted an application to the Texas Water Development Board’s Flood Infrastructure Fund for the Sparks Arroyo Improvement Project to mitigate dangerous and persistent flooding in the communities surrounding this arroyo; and

WHEREAS, this Project has flood control as a purpose; and

WHEREAS, pursuant to Texas Water Code § 15.005 and 31 Texas Administrative Code § 363.408, if the Executive Administrator of the Texas Water Development Board determines that an application has flood control as one of its purposes and that the watershed in which the project is located is partially located outside the political subdivision making the application, the applicant must submit a written memorandum of understanding relating to the management of the watershed in which the project is to be located, signed by all governing bodies of eligible political subdivisions located in the project watershed; and

WHEREAS, because the watershed for the proposed Sparks Arroyo Improvement Project may lie partially within the boundaries of the Town of Horizon City, the City of Socorro contacted the Town of Horizon City and advised the Town of Horizon City of its intent to secure funding for this Project through the Texas Water Development Board and requested a Memorandum of Understanding with the Town of Horizon City, as well as other eligible political subdivisions, for the maintenance of this watershed as per the requirements of the Flood Infrastructure Fund Program; and

WHEREAS, the proposed Sparks Arroyo Improvement Project consists of concrete channel improvements, culverts, and two retention basins starting at the Sparks Arroyo south of IH-10 and proceeding southward along the arroyo, and the proposed project improvements will capture drainage volumes originating in unincorporated portions of El Paso County, Texas and will mitigate flooding in surrounding communities; and

WHEREAS, because the proposed Project's watershed does partially lie within the boundaries of the Town of Horizon City, the City of Socorro has requested the Town of Horizon City cooperate in the development and implementation of its proposed project.

NOW THEREFORE, in consideration of the benefits to the City of Socorro-Rio Grande Watershed and the State of Texas, the City of Socorro and the Town of Horizon City agree to the following:

1. The City of Socorro will provide quarterly progress updates to the Town of Horizon City as the Sparks Arroyo Improvement Project develops and changes.

2. The City of Socorro will notify the Town of Horizon City of any potential change in impacts to the Town of Horizon City because of the Sparks Arroyo Improvement Project within thirty (30) days of the identified change.
3. The Town of Horizon City will provide constructive input to the City of Socorro as the Sparks Arroyo Improvement Project develops and changes.
4. The City of Socorro and the Town of Horizon City will work cooperatively for the management of the City of Socorro-Rio Grande Watershed within their respective city limits.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the dates below.

TOWN OF HORIZON CITY

CITY OF SOCORRO

By: _____
 Hon. Ruben Mendoza
 Mayor

By: _____
 Hon. Ivy Avalos
 Mayor

Date: _____

Date: _____

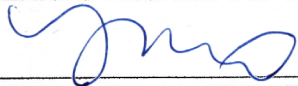
ATTEST:

REVIEWED BY LEGAL COUNSEL

 Elvia Schuller
 City Clerk

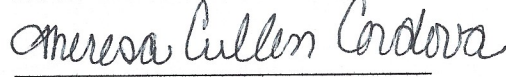
 James Martinez
 Counsel for City of Socorro

APPROVED AS TO CONTENT



 Michelle Garcia, AICP, CNU-A
 Planning Director

APPROVED AS TO FORM:



 Theresa Cullen Cordova
 Assistant City Attorney

21. Discussion and Action:

323

Mayor/City Attorney

On a resolution that the Mayor be authorized to sign a letter with the Town of Clint, Texas to allow the Bojorquez Law Firm to jointly represent the Town of Horizon City, Texas and the Town of Clint, Texas on a project known as the Interlocal Agreement regarding Vector Services.

RESOLUTION

WHEREAS, the Town of Clint, Texas has asked the Town of Horizon City, Texas to provide mosquito control services to the Town of Clint for the mutual advancement of the health and general welfare of the citizens of all jurisdictions concerned; and

WHEREAS, the Town of Clint, Texas and the Town of Horizon City, Texas have executed agreements engaging the Bojorquez Law Firm for general City Attorney services; and

WHEREAS, both municipalities want to engage the Bojorquez Law Firm to represent them jointly for the project known as the Interlocal Agreement regarding Vector Services; and

WHEREAS, the City Council of the Town of Horizon City, Texas finds that the Bojorquez Law Firm can adequately represent the interests of both the Town of Horizon City, Texas and the City of Clint, Texas for this project.

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

That the Mayor be authorized to sign a letter with the Town of Clint, Texas to allow the Bojorquez Law Firm to jointly represent the Town of Horizon City, Texas and the Town of Clint, Texas on a project known as the Interlocal Agreement regarding Vector Services.

PASSED AND ADOPTED this _____ day of _____, 2022.

TOWN OF HORIZON CITY

Ruben Mendoza
Mayor

ATTEST:

Elvia Schuller
City Clerk

APPROVED AS TO FORM:

Theresa Cullen Cordova
Assistant City Attorney

11675 Jollyville Rd.
Suite 300
Austin, Texas 78759



Phone: (512) 250-0411
Fax: (512) 250-0749
TexasMunicipalLawyers.com

April 5, 2022

Mayor Ruben Mendoza
Town of Horizon City

Mayor Dora Aguirre
Town of Clint

SUBJECT: Joint Representation

Mayor Mendoza & Mayor Aguirre:

It is my understanding that your two entities want to engage our law firm to represent you jointly regarding the project known as the *Interlocal Agreement regarding Vector Services*. As you know, our firm has long served as City Attorney for the Town of Clint and also for the Town of Horizon City.

Conditions. Although it is not common for a law firm to represent more than one party in a transaction, dual representation is permitted by professional ethics guidelines as long as *two conditions* are met.

First, the law firm must conclude, after a good-faith self-evaluation, that the law firm can adequately represent the interests of each client. The multiple representation should not adversely affect the attorney's independent professional judgment on behalf of any client. Second, all clients must consent to the multiple representation after full disclosure is given by the law firm.

The first condition has been satisfied because I believe that this firm can adequately represent each of you (although I hope you understand that we must reserve the right to withdraw from this dual representation if later events cause me in good faith to reach a different conclusion). This letter is intended to fulfill the second requirement mentioned above, that of disclosure and consent. Accordingly, I will review some of the possible effects that dual representation may have on you.

Conflicts of Interest. If I determine that, because of differences between the parties, I can no longer represent each of you impartially, I will inform you of the conflict, and I must then withdraw (at least partially) from representation. If this occurs, we will need to reassess the situation to determine how best to obtain independent, outside counsel for one (or both) parties.

You would, of course, be responsible for payment of all accrued legal fees and any outstanding expenses up to the point we are replaced (if at all).

Scope of Representation. In regards to the Interlocal Agreement for Vector Services for which this Joint Representation will apply, our firm will be advising both entities regarding such areas of interlocal agreement for vector services, and related municipal services. The primary lawyer for our firm assigned to the Town of Horizon City for this limited time project is *Theresa Cullen Cordova*. The primary lawyer for our firm assigned to the Town of Clint for this limited time project is *Sylvia Firth*. *Sylvia Firth, Theresa Cullen Cordova, and Chris Gad* will continue to work primarily on general, City Attorney / Municipal Court matters.


Judgment Calls. In all real estate and development transactions, there are occasions that require our professional judgment in representing your sometimes-competing interests. There are of course potential problems that might develop in which your governing bodies may differ on which course to take or which potential outcome is preferable. Although we assure you that we will try to act as fairly as possible in judgment-call matters, it is certainly possible that one of you may not concur with my judgment. We will strive to keep you both informed throughout this process and to assist you in working together to achieve the best mutual outcomes.

Confidential Information. During the course of any representation, a lawyer generally becomes aware of confidential information regarding the client. Although I assure you that we will try to act discreetly within the bounds of fair dealing, it is certainly possible that either or both of you would prefer to eliminate any possibility of having your confidential information known by an attorney who is also representing the other party. Furthermore, neither of you will be protected by the attorney-client privilege concerning any information disclosed to me or another lawyer in this firm during our representation. The general rule is that, as between commonly represented clients, the privilege does not prevent mutual disclosure among the jointly-represented parties. Thus, confidential information that would be protected by the attorney-client privilege if we represented only one of you can be disclosed to the other party.

Of course, we would have declined the dual representation before now if we had not already concluded that we can adequately represent both of you in this transaction; however, we also understand that you may feel differently. Therefore, I would appreciate your giving careful thought to the matters discussed in this letter. If you consent to the multiple representation, please sign in the space below and return this letter to me. You should keep a copy of this letter for your records. I will be happy to answer any questions you might have.

Standard Terms of Engagement. The Town of Clint and the Town of Horizon City have already executed an agreement engaging our firm for general City Attorney services that predate this project (and will continue to govern our relationship afterward).

Sincerely,



Alan Bojorquez
Attorney at Law

TOWN OF HORIZON CITY:

Ruben Mendoza, Mayor

TOWN OF CLINT:

Dora Aguirre, Mayor

22. Discussion and Action:

328

Mayor/Planning Director

On a Resolution authorizing the Mayor to sign an Interlocal Agreement between the Town of Horizon City, Texas and the Town of Clint, Texas for the Town of Horizon City, Texas to provide mosquito control services to the Town of Clint, Texas.



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: April 7, 2022

To: Honorable Mayor and Members of City Council

From: Michelle Padilla, Planning Director

SUBJECT: On a Resolution authorizing the Mayor to sign an Interlocal Agreement between the Town of Horizon City, Texas and the Town of Clint, Texas for the Town of Horizon City, Texas to provide mosquito control services to the Town of Clint, Texas.

The Town of Clint, Texas has requested that the Town of Horizon City, Texas enter into a Interlocal Agreement to provide vector services from May 1, 2022 through October 31, 2022. The cost for these services is estimated to be \$23,393.26. If approved, this will be the second year that Horizon City provides these services; however, the term of the new agreement (6 months) is significantly longer than the term for 2021 (2 months). Staff has determined that adequate resources are in place to provide these services for the requested term and recommend approval of the Interlocal Agreement.

Attached for your review is the resolution and the draft Interlocal Agreement.

RESOLUTION

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

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

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

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

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

PASSED AND ADOPTED this _____ day of _____, 2022.

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

Michelle Garcia, AICP, CNU-A
Planning Director

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

THIS AGREEMENT is entered into on this _____ day of _____, 2022 by and between the **TOWN OF HORIZON CITY, TEXAS** (“Town of Horizon City”) and the **TOWN OF CLINT, TEXAS** (“Town of Clint”) by and through its duly authorized officials, pursuant to the Interlocal Cooperation Act.

RECITALS

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

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

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

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

1. **SCOPE OF SERVICES.**

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

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

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

1.3 The Town of Horizon City agrees that it will keep accurate records of all services provided to the Town of Clint pursuant to this Agreement as part of its routine data collection processes and shall report such activities in its standardized records format to Town of Clint officials, as requested. However, the Town of Horizon City will not be required to furnish copies of any reports that are maintained on the Town of Horizon City's website and available to the Town of Clint from the website.

1.4 It is understood and agreed to between the Parties that any portion of this Agreement providing for the delivery of mosquito control services for which the Town of Clint does not grant legal authority shall be null and void and of no force and effect, and the Town of Horizon City shall not be obligated to provide those services.

2. **LOCATION OF PERFORMANCE.** The place where services are to be performed is in the Town of Clint, Texas, and any extraterritorial jurisdiction thereof where the Town of Clint may lawfully provide mosquito control services as delegated and authorized under this Interlocal Agreement (jurisdictional areas of the Town of Clint).

3. **TIMES OF PERFORMANCE.** The Town of Horizon City will commence the provision of its services on May 1, 2022, and will terminate on Oct. 31, 2022, regardless of the date of execution of this Agreement.

3.1 In the event of an mosquito control emergency, such as, but not limited to, a disaster declaration of the Town of Clint, requiring, as a result of the emergency, mosquito control services from the Town of Horizon City after Oct. 31, 2022, and prior to the signing of any subsequent Interlocal for mosquito control services between the Parties to this Agreement, the required services shall be provided by the Town of Horizon City to the Town of Clint at the rate described in the present Agreement, and the Town of Clint shall pay for Town of Horizon City said services at said rate within thirty (30) days of receipt of an invoice from the Town of Horizon City for said services.

4. **COMPENSATION.**

4.1 The Town of Clint agrees to pay the amount not to exceed TWENTY-THREE THOUSAND THREE HUNDRED NINETY-THREE and 26/100 DOLLARS

(\$23,393.26) for services rendered in accordance with this Agreement, excluding the services described in Section 3.1. Payments shall be made within thirty (30) days of receipt of an invoice from the Town of Horizon City for said services. The payment described in this Section 4.1 does not include the services described in Section 3.1. The Rate Schedule attached hereto as Appendix A identifies the total cost of services offered by the Town of Horizon City to the Town of Clint pursuant to this Agreement.

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

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

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

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

6.3 *Exclusion of Incidental and Consequential Damages.* Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, NEITHER PARTY WILL BE LIABLE TO THE

OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM THE PARTY'S RIGHTS) FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND including lost profits, loss of business, or other economic damage, and further including injury to property, mental anguish, and emotional distress AS A RESULT OF BREACH OF ANY TERM OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CITY WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.

6.4 *Intentional Risk Allocation.* Each of the Parties acknowledges that the provisions of this Agreement were negotiated to reflect an informed, voluntary allocation between them of all risks (both known and unknown) associated with the transactions associated with this Agreement. The disclaimers and limitations in this Agreement are intended to limit the circumstances of liability. The remedy limitations, and the limitations of liability, are separately intended to limit the forms of relief available to the Parties.

7. **TERMINATION.** This Agreement may be terminated in whole or in part by either Party upon sixty (60) days written notice to the other Party at the following addresses, or at a new address as provided in writing to the nonmoving Party by the Party which has moved its physical location within thirty (30) days of said relocation without the necessity of amending this contract:

TOWN OF HORIZON CITY: Town of Horizon City
 Attn: Mayor
 14999 Darrington Road
 Horizon, Texas 79928

TOWN OF CLINT: Town of Clint
 Attn: Mayor
 200 N. San Elizario Road
 Clint, Texas 79836

All payments by the Town of Clint under this Agreement are payable only out of current Town of Clint revenues. In the event that funds relating to this Agreement do not become available, such as by Town of Clint City Council not appropriating the funds, the Town of Clint shall have no future obligation to pay or perform any future services related herein to the Town of Horizon for the

Town of Clint's fiscal year during which time such funding is not available or appropriated; however, all services that have been provided by the Town of Horizon shall be paid in accordance with Sections 5 and 6 of this Agreement. Should the Town of Clint experience a funding unavailability related to the services described in this Agreement, the Town of Clint shall immediately provide written notification to the Town of Horizon City of such case and either Party may choose to terminate the Agreement subject to this Section 7. In the event that the Town of Clint notifies the Town of Horizon City that the Town of Clint is experiencing a funding unavailability related to this Agreement, the Town of Horizon City shall immediately cease providing the services described in this Agreement to the Town of Clint except as required by related grant funding requirements to which the Town of Horizon City must adhere.

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

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

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

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

(Signature pages follow)

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

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

APPROVED this _____ day of _____, 2022.

TOWN OF CLINT

Dora H. Aguirre
Mayor

ATTEST:

City Clerk, Town of
Clint

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Sylvia B. Firth
Town Attorney

(Signatures continue on the following page)

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

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

APPROVED this _____ day of _____, 2022.


TOWN OF HORIZON CITY

Ruben Mendoza
Mayor

ATTEST:

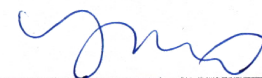
Elvia Schuller
City Clerk

APPROVED AS TO FORM:



Theresa Cullen Cordova
Assistant City Attorney

APPROVED AS TO CONTENT:



Michelle Garcia, AICP, CNU-A
Planning Director

APPENDIX A
FEE SCHEDULE

APPENDIX A

Service	Hours	Hourly/Daily Rate	Number of Days/Hours	Weekly Rate	Total for 26 weeks
Larvaciding Mileage	22 travel miles + 17.37 larvaciding miles @ \$0.585 per week	\$ 0.59	1 day	\$ 23.03	\$ 598.82
Fogging Mileage OVT	22 travel miles + 17.37 fogging miles @ \$0.585 per week	\$ 0.59	1 day	\$ 23.03	\$ 598.82
Equipment Maintenance	\$100 annually	\$ 0.05	12 hours	\$ 0.58	\$ 15.00
Chemicals*	see below	*	*	\$ 424.50	\$ 11,037.00
Larvaciding Labor	6 hours per week	\$ 18.40	6 hours	\$ 110.38	\$ 2,869.78
Fogging Labor	6 hours OVT per week	\$ 29.00	6 hours	\$ 173.97	\$ 4,523.22
Recordkeeping	1 hour per week	\$ 18.40	1 hour	\$ 17.52	\$ 455.52
Program Management	2 hours per week	\$ 37.10	2 hours	\$ 74.20	\$ 1,929.20
FICA/Medicare	Earnings at Rate	7.65%			\$ 748.00
TMRS	Earnings at Rate	5.72%			\$ 559.29
Certification Renewal & Maintenance	\$175	\$ 0.08	14 hours	\$ 1.18	\$ 30.63
Tool & Safety Equipment	\$160	\$ 0.08	14 hours	\$ 1.08	\$ 28.00
Totals:		\$ 104.40		\$ 849.46	\$ 23,393.26

338

Chemicals*					
Larvaciding granuals per lb	covers 2 acres	\$9.75		10	\$97.50
Larvaciding oil per gallon	covers 1 acre	\$16.75		4	\$67.00
Fogging Chemical per gallon	covers all 17.37 miles of roadways within city limits	\$52.00		5	\$260.00
					\$424.50 weekly
					\$11,037.00 26 weeks

23. Discussion and Action:

340

Mayor/Chief Vargas

On a resolution that the City Council of the Town of Horizon City approves submitting the GRANT APPLICATION FOR OPERATIONS STONEGARDEN Grant Program OPSG to the Office of the Governor and designates the Mayor as the Authorized Official with the authority to apply for, accept, reject, alter or terminate the grant.

**RESOLUTION
OFFICE OF THE GOVERNOR, HOMELAND SECURITY GRANTS DIVISION
FY 2021 OPERATION STONEGARDEN (EL PASO 2021 OPSG) (GRANT 3007407)**

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

WHEREAS, the Town of Horizon City finds it in the best interest of the citizens of the Town of Horizon City to submit the grant application for the FY 2021 Operation StoneGarden (OPSG) project to the Office of the Governor, Homeland Security Grants Division, and be operated from 03/2022 to 08/31/2023; and

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

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

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

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

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

That the City Council of the Town of Horizon City approves submitting the GRANT APPLICATION FOR OPERATIONS STONEGARDEN Grant Program OPSG to the Office of the Governor and designates the Mayor as the Authorized Official with the authority to apply for, accept, reject, alter or terminate the grant.

Adopted on this 12th day of April 2022.

ATTEST:

THE TOWN OF HORIZON CITY

Elvia Schuler, TRMC
City Clerk

Ruben Mendoza
Mayor

APPROVED AS TO FORM:

Theresa Cullen Cordova

Theresa Cullen Cordova
Assistant City Attorney

APPROVED AS TO CONTENT:

Marco A. Vargas
Police Chief

GRANT 3007407

RESOLUTION
OFFICE OF THE GOVERNOR, HOMELAND SECURITY GRANTS DIVISION
FY 2021 OPERATION STONEGARDEN (EL PASO 2021 OPSG) (GRANT 3007407)

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

WHEREAS, the Town of Horizon City finds it in the best interest of the citizens of the Town of Horizon City to submit the grant application for the FY 2021 Operation StoneGarden (OPSG) project to the Office of the Governor, Homeland Security Grants Division, and be operated from 03/2022 to 08/31/2023; and

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

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

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

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

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

That the City Council of the Town of Horizon City approves submitting the GRANT APPLICATION FOR OPERATIONS STONEGARDEN Grant Program OPSG to the Office of the Governor and designates the Mayor as the Authorized Official with the authority to apply for, accept, reject, alter or terminate the grant.

Adopted on this 12th day of April 2022.


ATTEST:

THE TOWN OF HORIZON CITY

Elvia Schuler, TRMC
City Clerk


Ruben Mendoza
Mayor

APPROVED AS TO FORM:



Theresa Cullen Cordova
Assistant City Attorney

APPROVED AS TO CONTENT:



Marco A. Vargas
Police Chief

GRANT 3007407

24. Discussion and Action:

343

Mayor/Chief Vargas

On a resolution that the City Council of the Town of Horizon City approves submitting the grant application for the Local Border Security Grant Program (LBSP) which operates from 09/01/2022 to 08/31/2023 and designates the Mayor as the Authorized Official, with the authority to apply for, accept, reject, alter or terminate the grant.



MEMORANDUM



TO: Mayor Mendoza & City Council Members
FROM: Police Chief Marco A. Vargas
DATE: April 12, 2022
RE: FY 2022 Local Border Security Program Grant Resolution

Honorable Mayor and City Council Members,

As part of enhanced public safety programs and the under the direction of the Federal Government, the Department of Homeland Security has established several grant opportunities to address this. These opportunities provide funding directed to enhance public safety at the state and local level. One of these grant programs and the topic of this resolution is Border Security Grant.

Background

Each year, the Horizon City Police Department is presented with the opportunity to participate in the Local Border Security grant program. This grant reimburses the police department for personnel costs and fringe benefits for those extra patrol officers deployed to deter crime. We are required to abide by the guidelines established which have an anti-terrorist and anti-smuggling nexus. The program is further designed to enhance border security, cooperation, and coordination between federal, state, and local law enforcement agencies.

Request

We currently and historically have met the requirements and have operated under the established guidelines for participation in this program. We are respectfully requesting consideration for approval to apply for consideration to continue participating in this program. This year's 2022 (LBSP) Local Border Security Initiative provides funding with no city funding match required. We have applied to receive \$110,000 in reimbursements for costs incurred for overtime hours.

Recommendation

Discussion and Action:

On a recommendation City Council authorize the Mayor to sign the 2022 Local Border Security Grant resolution. (Mayor Ruben Mendoza / Chief of Police Marco A. Vargas)

**RESOLUTION
OFFICE OF THE GOVERNOR, HOMELAND SECURITY GRANTS DIVISION
OPERATION BORDER SECURITY (LBSP) 2022-2023 (GRANT 2999508)**

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

WHEREAS, the Town of Horizon City finds it in the best interest of the citizens of the Town of Horizon City to submit the grant application for the FY 2022-2023 Local Border Security (LBSP) project to the Office of the Governor, Homeland Security Grants Division, and

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

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

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

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

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

That the Town of Horizon City, Council has approved submission of the grant application for the Local Border Security Grant Program (LBSP) the operates from 09/01/2022 to 08/31/2023.

Adopted on this 12th day of April, 2022.

ATTEST:

THE TOWN OF HORIZON CITY

Elvia Schuler, TRMC
City Clerk

Ruben Mendoza
Mayor
Horizon, Texas

GRANT 2999508

RESOLUTION
OFFICE OF THE GOVERNOR, HOMELAND SECURITY GRANTS DIVISION
OPERATION BORDER SECURITY (LBSP) 2022-2023 (GRANT 2999508)

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

WHEREAS, the Town of Horizon City finds it in the best interest of the citizens of the Town of Horizon City to submit the grant application for the FY 2022-2023 Local Border Security (LBSP) project to the Office of the Governor, Homeland Security Grants Division; and

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

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

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

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

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

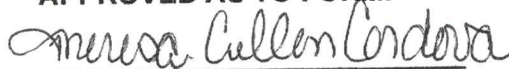
That the City Council of the Town of Horizon City approves submitting the grant application for the Local Border Security Grant Program (LBSP) which operates from 09/01/2022 to 08/31/2023 and designates the Mayor as the Authorized Official, with the authority to apply for, accept, reject, alter or terminate the grant.

Adopted on this 12th day of April, 2022.

ATTEST:

Elvia Schuler, TRMC
City Clerk

APPROVED AS TO FORM:



Theresa Cullen Cordova
Assistant City Attorney

GRANT 2999508

THE TOWN OF HORIZON CITY

Ruben Mendoza
Mayor

APPROVED AS TO CONTENT:



Marco A. Vargas
Police Chief

25. 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).

A. Discussion and Action:

Mayor/EDC Executive Director

Potential sale of city owned real estate located within the Town of Horizon City Tax Increment Reinvestment Zone. (551.072) (551.071)

Adjournment:

Motion to Adjournment: _____ 2nd _____

Dated this Friday, 4/08/22

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, 4/08/22 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.