



**HORIZON CITY**

**Incorporated 1988**

**AGENDA  
PUBLIC MEETING  
REGULAR CITY COUNCIL MEETING  
THE TOWN OF HORIZON CITY, TEXAS  
Tuesday, September 12, 2023, 6:05 PM**

Notice is hereby given that a Regular City Council Meeting of the Town of Horizon City, Texas will be held on **Tuesday, September 12, 2023 at 6:05 PM** at City Council Chambers Room, 15001 Darrington Road, Horizon City, TX 79928, at which time the following will be discussed and considered:

**Meeting Recording:**

9-12-23 Regular City Council Meeting

Recording password: 3aPQMVZy

1. **Call to order; Pledge of Allegiance; Establishment of Quorum**
2. **Open Forum:**

**CONSENT AGENDA**

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

3. **Approval of Minutes from:** **5**

8/29/23 Special City Council Meeting.

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

5. **Approval of Consent Agenda Items:**

**REGULAR AGENDA**

6. **PUBLIC HEARING:**

Mayor/Chief Vargas

**2nd Reading of Ordinance No. \_\_\_\_\_.** An Ordinance amending Ordinance No. 0288 of the Town of Horizon City, adopting the Municipal Budget for the 2022-2023 Fiscal Year, to allow for the transfer of unexpended funds within the Police Department budget from accounts for dispatch and police department personal and other operational accounts to accounts to allow for the purchase of various items of equipment.

7. **Discussion and Action:** **8**

Mayor/Chief Vargas

**2nd Reading of Ordinance No. \_\_\_\_\_.** An Ordinance amending Ordinance No. 0288 of the Town of Horizon City, adopting the Municipal Budget for the 2022-2023 Fiscal Year, to allow for the transfer of unexpended funds within the Police Department budget from accounts for dispatch and police department personal and other operational accounts to accounts to allow for the purchase of various items of equipment.

8. **Discussion and Action:** **11**

Mayor/Chief Vargas

On a request for authorization and approval for the purchase of capital equipment needed for the Police Department patrol vehicles.

9. **Discussion and Action:** **14**

Mayor/Chief Vargas

**City Council Requested a follow-up to this item at the 8/29/23 Special City Council Meeting:**

Regarding compensation increases for the Horizon City Public Safety Dispatch Department in FY 2023-2024

and directing the Finance Director to make any adjustments necessary to the proposed 2023-2024 budget to cover the increases.

**10. Discussion and Action:** **21**

Mayor/Chief Vargas

Authorizing the Mayor to exercise the City's Option to extend the Contract with Net Tech for an additional year and add cloud-supported services to the contract.

**11. PUBLIC HEARING:**

Mayor/Finance Director

**2nd Reading of Ordinance No. \_\_\_\_\_** An Ordinance of the Town of Horizon City, Texas enacting the municipal budget for 2023-2024 fiscal year; funding municipal purposes; authorizing expenditures; providing for repealer and severability clauses.

**12. Discussion and Action:** **59**

Mayor/Finance Director

**2nd Reading of Ordinance No. \_\_\_\_\_** An Ordinance of the Town of Horizon City, Texas enacting the municipal budget for 2023-2024 fiscal year; funding municipal purposes; authorizing expenditures; providing for repealer and severability clauses.

**13. Discussion and Action:**

Mayor/Finance Director

On ratifying the property tax increase reflected in the adopted annual budget for Fiscal Year 2023/2024.

**14. PUBLIC HEARING:**

Mayor/Finance Director

Public Hearing on the Proposed Tax Rate - On the proposed 2023 tax rate of \$0.574491, which is an increase to the total tax revenues from properties on the tax roll in the preceding tax year of \$1,700,357 or 25.93%. Individual taxes may increase at a greater or lesser rate, or even decrease, depending on the change in the taxable value of your property in relation to the change in taxable value of all other property and the tax rate that is adopted.

**15. PUBLIC HEARING:**

Mayor/Finance Director

**2nd Reading of Ordinance \_\_\_\_\_**, An Ordinance of the City Council of the Town of Horizon City, Texas, approving the 2023 ad valorem tax rate and levy of assessed valuation of all taxable property within the corporate limits of the city; providing for penalties and interest; and providing for the following: findings of fact; severability; savings clause; publication and effective date.

**16. Discussion and Action:** **65**

Mayor/Finance Director

**2nd Reading of Ordinance \_\_\_\_\_**, An Ordinance of the City Council of the Town of Horizon City, Texas, approving the 2023 ad valorem tax rate and levy of assessed valuation of all taxable property within the corporate limits of the city; providing for penalties and interest; and providing for the following: findings of fact; severability; savings clause; publication and effective date.

**17. PUBLIC HEARING:**

Mayor/CIP Manager

On a Resolution adopting the updated Capital Improvement Program for FY 2024 - FY 2026.

**18. Discussion and Action:** **69**

Mayor/CIP Manager

On a Resolution adopting the updated Capital Improvement Program for FY 2024 - FY 2026.

**19. PUBLIC HEARING:**

Mayor/CIP Manager

**2nd Reading of Ordinance No. 0264 Amendment No. 01**, An Ordinance Amending Ordinance No. 0264 that designated Reinvestment Zone Number One Town of Horizon City for the purpose of modifying the preliminary project and financing plan to add Project Horizon Manor; specifying an effective date; and a severability clause.

**20. Discussion and Action:** **81**

Mayor/CIP Manager

**2nd Reading of Ordinance No. 0264 Amendment No. 01**, An Ordinance Amending Ordinance No. 0264 that designated Reinvestment Zone Number One Town of Horizon City for the purpose of modifying the preliminary project and financing plan to add Project Horizon Manor; specifying an effective date; and a severability clause.

**21. Discussion and Action:** **86**

Mayor/EDC Executive Director

That the Mayor be authorized to sign the following listed documents in connection with the TIRZ No. Project commonly known as the Horizon Manor Project: 1. Purchase and Sale Agreement by and between the Town of Horizon City ("SELLER") and MICBEC Investments, LLC ("Buyer") regarding the property municipally known and number as 1560 Pawling, Horizon City, Texas. 2. Chapter 380 Agreement and Economic Development Performance Agreement by and between the Town of Horizon City, the Horizon City EDC, and MICBEC Investments, LLC. and 3. Right of First Refusal to purchase office space by and between the Town of Horizon City and MICBEC Investments and the Horizon City EDC.

**22. PUBLIC HEARING:**

Mayor/Planner

**2nd Reading of Ordinance No. \_\_\_\_\_**, An Ordinance adopting a zoning change within the municipal limits of the Town of Horizon City, Texas; rezoning one parcel from R-2 (Single-Family Dwelling) to M-1 (Light Industrial) with conditions; containing approximately 23.8952 acres; Being A Portion of Jacob Kneiber Survey No. 293, El Paso County, Town of Horizon City, Texas; South of Horizon Blvd. and east of Anderpont Dr.; and authorizing the notation of the change on the official zoning map of the town; providing for the following: findings of fact; repealer; severability; and proper notice and hearing.

**23. Discussion and Action:** **87**

Mayor/Planner

**2nd Reading of Ordinance No. \_\_\_\_\_**, An Ordinance adopting a zoning change within the municipal limits of the Town of Horizon City, Texas; rezoning one parcel from R-2 (Single-Family Dwelling) to M-1 (Light Industrial) with conditions; containing approximately 23.8952 acres; Being A Portion of Jacob Kneiber Survey No. 293, El Paso County, Town of Horizon City, Texas; South of Horizon Blvd. and east of Anderpont Dr.; and authorizing the notation of the change on the official zoning map of the town; providing for the following: findings of fact; repealer; severability; and proper notice and hearing.

**24. Discussion and Action:** **102**

Mayor/Planner

On a **Preliminary Subdivision Plat** application for **Horizon Water (Case No. SUB-002528-2023)**, a property legally described as a portion of Section 32, Block 78 Township 3, Texas and Pacific Railway Company Survey, Town of Horizon City, El Paso County, Texas, containing 5.839 acres +/- Application submitted by TRE & Associates.

**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).

Adjournment:

Motion to Adjournment: \_\_\_\_\_ 2nd \_\_\_\_\_

Dated this Friday, 9/8/2023

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, 9/8/2023 by 5:00 p.m.

Agenda Removed: \_\_\_\_\_ Time \_\_\_\_\_ By \_\_\_\_\_

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

**MINUTES  
AGENDA  
PUBLIC MEETING  
SPECIAL CITY COUNCIL MEETING  
THE TOWN OF HORIZON CITY, TEXAS  
Tuesday, August 29, 2023, 6:00 PM**

Notice is hereby given that a Special City Council Meeting of the Town of Horizon City, Texas was held on **Tuesday, August 29, 2023 at 6:00 PM**, at City Council Chambers Room, 15001 Darrington Road, Horizon City, TX 79928, at which time the following was discussed and considered:

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

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

**2. Open Forum:**

No one signed up to speak.

**CONSENT AGENDA**

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

**3. Approval of Minutes from:**

Mayor/City Clerk  
8/15/23 Special City Council Meeting.

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

**5. Approval of Consent Agenda Items:**

A motion was made by Councilman Miller and seconded by Councilman Mendoza to approve the consent agenda. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

**REGULAR AGENDA**

**6. Discussion and Action:**

Mayor/Chief Vargas  
Regarding compensation increases for the Horizon City Public Safety Dispatch Department in FY 2023-2024 and directing the Finance Director to make any adjustments necessary to the proposed 2023-2024 budget to cover the increases.

Communications Specialist, Irlanda Heredia, Communications Manager, Elva Ramos, Lieutenant, Jesus Ortega, Finance Director, Lily Gaytan and Police Chief, Marco Vargas spoke regarding this item.

A motion was made by Councilman Miller and seconded by Councilman Mendoza to authorize a pay increase for all Communications Dept staff members of \$2.29/Hr beginning FY 24 to be funded from the Police Department budget and brought back to City Council for review at the 9/12/23 Regular City Council Meeting. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

**7. PUBLIC HEARING:**

Mayor/Finance Director

Public Hearing on Adoption of the Fiscal Year 2023/2024 Budget: For the purpose of allowing the public to question and comment on the proposed Fiscal Year 2023/2024 Budget. Copies of the proposed budget are available for your review at the City Clerk's Office at the Town of Horizon City, 14999 Darrington Road, Horizon City, Texas between the hours of 7:00 am to 6:00 pm Monday through Thursday and are available on the City's website.

Finance Director, Lily Gaytan spoke regarding this item. No one from the public spoke.

**8. Discussion and Action:**

Mayor/CIP Manager

On a Resolution authorizing the Mayor to sign an Advance Funding Agreement with the Texas Department of Transportation for Rodman Street Shared Use Path (SUP).

CIP Manager, Terry Quezada spoke regarding this item.

A motion was made by Councilman Mendoza and seconded by Councilwoman Urrutia to approve the Resolution authorizing the Mayor to sign an Advance Funding Agreement with the Texas Department of Transportation for Rodman Street Shared Use Path (SUP). The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

**9. Discussion and Action:**

Mayor/CIP Manager

On a Resolution authorizing the Mayor to sign an Interlocal Agreement with the Camino Real Regional Mobility Authority for the design of the Rodman Street Shared Use Path (SUP).

CIP Manager, Terry Quezada spoke regarding this item.

A motion was made by Councilman Miller and seconded by Councilman Mendoza to approve the Resolution authorizing the Mayor to sign an Interlocal Agreement with the Camino Real Regional Mobility Authority for the design of the Rodman Street Shared Use Path (SUP). The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

**10. Discussion and Action:**

Mayor/CIP Manager

On a Resolution authorizing the Mayor or his designee to negotiate and sign a reimbursement agreement with Texas Gas Service for the relocation of certain Texas Gas Service facilities; the relocations are required for the N. Darrington Reconstruction project not to exceed \$60,000.00.

CIP Manager, Terry Quezada spoke regarding this item.

A motion was made by Councilman Miller and seconded by Councilman Quiroz to approve the Resolution authorizing the Mayor or his designee to negotiate and sign a reimbursement agreement with Texas Gas Service for the relocation of certain Texas Gas Service facilities; the relocations are required for the N. Darrington Reconstruction project not to exceed \$60,000.00. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

11. **Discussion:**

Mayor/CIP Manager

**1st Reading of Ordinance No. 0264 Amendment No. 01**, An Ordinance Amending Ordinance No. 0264 that designated Reinvestment Zone Number One Town of Horizon City for the purpose of modifying the preliminary project and financing plan to add Project Horizon Manor; specifying an effective date; and a severability clause.

CIP Manager, Terry Quezada spoke regarding this item.

12. **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 Councilman Mendoza and seconded by Councilwoman Urrutia to adjourn at 7:00 PM.

Approved this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Attest:**

\_\_\_\_\_  
Elvia Schuller, City Clerk

\_\_\_\_\_  
Andres Renteria, Mayor

**ORDINANCE NO. \_\_\_\_\_**

**AMENDMENT NO. \_\_\_\_**

**AN ORDINANCE AMENDING ORDINANCE NO. 0288 (AMENDMENT NO. \_\_\_\_\_) OF THE TOWN OF HORIZON CITY, ADOPTING THE MUNICIPAL BUDGET FOR THE 2022-2023 FISCAL YEAR, TO ALLOW FOR THE BUDGETING AND EXPENDITURE OF FUNDS FOR POLICE DEPARTMENT EQUIPMENT; AND PROVIDING FOR REPEALER AND SEVERABILITY CLAUSES.**

**WHEREAS**, an Ordinance was enacted on the 13th day of September 2022, which adopted a budget for the fiscal year of October 1, 2022 to September 30, 2023 for the Town of Horizon City; and

**WHEREAS**, it is now necessary to amend said budget for municipal purposes to establish the funding for public safety equipment, as this funding and expenditures necessary to provide this equipment were not included in the budget.

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

**1. FINDINGS OF FACT**

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

**2. BUDGET AMENDMENT**

That funds shall be transferred, as set forth in Attachment A, for the above-stated purpose.

**3. REPEALER**

To the extent reasonably possible, ordinances are to be read together in harmony. However, all ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

**4. SEVERABILITY**

Should any of the clauses, sentences, paragraphs, sections, or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

5. **PROPER NOTICE & MEETING**

This budget amendment shall be in file with the City Clerk for public inspection. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

**PASSED & APPROVED** this, the \_\_\_\_ day of \_\_\_\_\_, 2023, by a vote of \_\_\_\_ (ayes) to \_\_\_\_ (nays) to \_\_\_\_ (abstentions) of the City Council of Horizon City, Texas.

**TOWN OF HORIZON CITY:**

*By:* \_\_\_\_\_  
**Andres Renteria, Mayor**

**ATTEST:**

*By:* \_\_\_\_\_  
**Elvia Schuller, City Clerk**

**APPROVED AS TO FORM:**

*By:* \_\_\_\_\_  
**Sylvia Borunda Firth, City Attorney**

First Reading \_\_\_\_\_  
Second Reading \_\_\_\_\_

**ATTACHMENT “A”**

<b><u>FROM ACCOUNT</u></b>	<b><u>AMOUNT</u></b>	<b><u>TO ACCOUNT</u></b>	<b><u>AMOUNT</u></b>
505-5010 Salaries	\$171,801.36	507-6025 Public Safety Equip.	\$171, 801.36
525-5010 Salaries	\$112,352.82	507-6025 Public Safety Equip.	\$112,352.82
		TOTAL	\$284,154,18



GT Distributors - Austin  
 1124 New Meister Ln., Ste 100  
 Pflugerville TX 78660  
 (512) 451-8298 Ext. 0000

Quote	QTE0176454
Date	7/31/2023
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**Bill To:**

Town of Horizon City  
 14999 Darrington Rd  
 Horizon City TX 79928

**Ship To:**

Town of Horizon City Police Dept  
 14999 Darrington Rd  
 Attn: Chief Marco Vargas *A/P*  
 Horizon City TX 79928

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
2023 FPI UTILITY	007701	CH	FACTORY DIRECT	NET 15	0/0/0000	2,788,838
Quantity	Item Number	Description	UOM	Unit Price	Ext. Price	
2	WE-EB2SP3JT-PKG	Whelen Legacy DUO WCX,C399, SA315P	EA	\$2,798.55	\$5,597.10	
2	WE-STPKT105	Whelen Strap Kit 20-23 FPI Utility	EA	\$0.00	\$0.00	
2	WE-C399	Whelen CenCom Core Amp Control Module	EA	\$0.00	\$0.00	
2	WE-C399K4	Whelen Install Kit for 2020 FPI Utility	EA	\$0.00	\$0.00	
2	WE-CCTL7	Whelen CenCom Core Control Head	EA	\$0.00	\$0.00	
2	WE-SA315U	Whelen 100W Composite Speaker	EA	\$0.00	\$0.00	
2	WE-SAK66D	Whelen Speaker Brkt 2020 FPI Utility	EA	\$0.00	\$0.00	
2	WE-CV2V	Whelen Vehicle to Vehicle Module	EA	\$183.04	\$366.08	
2	WE-CHWLFE29*	Whelen WCX Low Frequency Siren Amp	EA	\$373.88	\$747.76	
2	WE-WX2230F*	Whelen 30" 2250 WCX LED Bar	EA	\$576.68	\$1,153.36	
6	WE-22LD*	Whelen DUO Lighthouse Red White	EA	\$0.00	\$0.00	
4	WE-22EC*	Whelen One Flat End cap	EA	\$0.00	\$0.00	
6	WE-22LE*	Whelen DUO Lighthouse Blue White	EA	\$0.00	\$0.00	
4	WE-CEM16	Whelen 16 Output 4 Input Expansion Module	EA	\$144.04	\$576.16	
4	WE-TCRWX6*	Whelen WCX Tracer 6 Lamp Housing	EA	\$674.96	\$2,699.84	
4	WE-TCRB50*	Whelen 2020 FPI Utility Running Board Mt Kit	EA	\$24.96	\$99.84	
4	WE-TCRWXPJC*	Whelen TRIO Linear LED RBW	EA	\$56.68	\$226.72	



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 (512) 451-8298 Ext. 0000

Quote	QTE0176454
Date	7/31/2023
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**Bill To:**

The Town of Horizon City  
 Attn: Accts Payable  
 14999 Darrington Rd  
 Horizon City TX 79928

**Ship To:**

The Town of Horizon City Police Dept  
 14999 Darrington Rd  
 Attn: Chief Marco Vargas  
 Horizon City TX 79928

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
2023 FPI UTILITY	007701	CH	FACTORY DIRECT	NET 15	0/0/0000	2,788,838
Quantity	Item Number	Description	UOM	Unit Price	Ext. Price	
20	WE-TCRWXSJC*	Whelen TRIO Linear LED RBW	EA	\$56.68	\$1,133.60	
4	WE-PSJ02FCR	Whelen Strip-Lite Plus DUO Red / Blue	EA	\$107.12	\$428.48	
4	WE-PSBKT90	Whelen Strip-Lite 90 Degree Mt Kit	EA	\$15.60	\$62.40	
2	WE-BS50Z*	Whelen IE RST 10 Lt FPI Utility 20-21	EA	\$754.52	\$1,509.04	
10	WE-ISDK*	Whelen DUO Lighthouse Red Amber	EA	\$30.68	\$306.80	
10	WE-ISDM*	Whelen DUO Lighthouse Blue Amber	EA	\$30.68	\$306.80	
2	WE-RPWD50*	Whelen Rear Pillar WC DUO 2021 FPI Utility	EA	\$889.20	\$1,778.40	
2	WE-OEI2KX*	Whelen Red Amber ION Smoke Lens	EA	\$7.28	\$14.56	
2	WE-OEI2MX*	Whelen Blue Amber ION Smoke Lens	EA	\$7.28	\$14.56	
4	WE-OEI2JX*	Whelen Red Blue ION Smoke Lens	EA	\$7.28	\$29.12	
2	WE-OEI2DX*	Whelen Red White ION Smoke Lens	EA	\$7.28	\$14.56	
2	WE-OEI2EX*	Whelen Blue White ION Smoke Lens	EA	\$7.28	\$14.56	
4	WE-TLI3JC	Whelen T-Series IONTRIO RBW	EA	\$108.68	\$434.72	
2	WE-TIONBKT2	Whelen TLI License Plate Bracket	EA	\$24.44	\$48.88	
4	WE-TLI2J	Whelen ION T-Series DUO Red Blue	EA	\$98.28	\$393.12	
2	WE-60CBEGCS	Whelen White Blue 6" Compartment Lt	EA	\$126.88	\$253.76	
8	WE-3SBCCDCR	Whelen 3" Rd Split Blu White Compartment	EA	\$50.96	\$407.68	



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Quote	QTE0176454
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**Bill To:**

**Ship To:**

The Town of Horizon City  
 Attn: Accts Payable  
 14999 Darrington Rd  
 Horizon City TX 79928

The Town of Horizon City Police Dept  
 14999 Darrington Rd  
 Attn: Chief Marco Vargas  
 Horizon City TX 79928

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
2023 FPI UTILITY	007701	CH	FACTORY DIRECT	NET 15	0/0/0000	2,788,838

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
3	HS-C-VS-1210-INUT*	Havis Mid Height Angled Console 20-21 FPI Ut	EA	\$302.08	\$906.24
3	HS-C-ARM-103*	Havis Shield Adjustable Armrest	EA	\$107.38	\$322.14
3	HS-C-MD-119*	Havis Swing Arm with Low Profile Motion	EA	\$216.53	\$649.59
3	HS-C-EB40-WSB-1P*	Havis ARGCH1 Equipment Bracket	EA	\$0.00	\$0.00
3	HS-EB40-CCS-1P*	Havis Shield-Equipment Bracket	EA	\$0.00	\$0.00
3	HS-CUP2-1001*	Havis Self Adjusting Double Cup Holder	EA	\$39.53	\$118.59
3	HS-C-AP-0625-1*	Havis 6" Accessory Pocket	EA	\$37.56	\$112.68
6	HS-C-MMSU-L*	Havis Magnetic Mt Clip with Side Mt Brkt	EA	\$66.67	\$400.02
3	HS-C-SW-2*	Havis Shield-Switch-On-Off	EA	\$15.93	\$47.79
3	HS-C-USB-3*	Havis USB-C & USB Type A Dual Port Charger	EA	\$58.41	\$175.23
3	HS-PKG-DS-GTC-1202-	Havis Dock Station Pkg Getac B360	Each	\$883.23	\$2,649.69
		# PKG-DS-GTC-1202-3			
3	PG-P1826UINT20AOSB	Progard ProCell Prisoner Transport Dual Comp	EA	\$3,042.65	\$9,127.95
		includes Recessed Panel and Outboard Seat Belts			
3	PG-PB47UINT20HD*	Progard HD Push Bumper 2020 FPI Utility	EA	\$416.00	\$1,248.00
3	PG-GVPM-D-H*	Progard Tri-Lock Dual Vertical Partition HC Key	EA	\$445.90	\$1,337.70
1	NOTES*	Notes:  Buyboard contract #698-23	EA	\$0.00	\$0.00

QUOTE IS GOOD FOR 30 DAYS. IN ORDER TO RECEIVE QUOTED PRICE PLEASE PRESENT A COPY OF QUOTE AT POINT OF SALE IN STORES OR REFERENCE QUOTE NUMBER ON PO OR REQUISITION

Subtotal	\$35,713.52
Misc	\$0.00
Tax	\$0.00
Freight	\$1,425.00
<b>Total</b>	<b>\$37,138.52</b>

# Interoffice Memorandum



**TO:** Honorable Mayor and City Council  
**FROM:** Communications Manager Elva Ramos  
**RE:** Pay Raises for Communications Specialists  
**DATE:** 08/02/2023

---

Honorable Mayor and City Council Members,

The memorandum is to respectfully request your consideration to increase the Communications Specialists salary to 6.5 percent instead of the proposed 5%. We currently have 20 dispatchers authorized and have 5 vacancies.

In recent times, we have been having issues with retaining our employees due to the significant differences in salaries between other area agencies and companies. Comparatively speaking, agencies such as the El Paso County Sheriff's Office and the Socorro Police Department seem to pay their dispatchers more based on the functions they perform.

- El Paso County Sheriff's Office pays unlicensed telecommunicators \$19.90 an hour. After they become licensed through TCOLE, their pay is \$23.09. The El Paso Sheriff's Office Telecommunicators do not dispatch any fire departments.
- Socorro Police Department pays their employees \$16.75 to \$20.65 an hour. The pay is determined on the employee's years of service with the department and the prior years of experience. The Socorro Police Department Telecommunicators do not dispatch any fire departments.
- Horizon Police Department starting pay for their employees is \$16.71 an hour. The pay will remain the same after they become licensed through TCOLE. Prior experience is not taken into consideration. The Horizon Fire Department Telecommunicators dispatch for police and seven county fire departments.

Although the call volume is different between our agencies, the shear difference is that we handle all the county fire departments. And with that, it requires a different and much improved level of certifications and experience to manage those types of calls.

Below is a chart which shows the call volume per agency:

Agency	Call Volume	Staff
Horizon City Police Department	44,557 (PD 27,048/FD 17,509)	15
El Paso County Sheriff's Office	40,557	16
Socorro Police Department	30,357	9

Based on the high turnover rate, we are proposing a long-term plan to get the dispatchers to a minimum of \$21 an hour over the next 4 years. This includes a 6.5% annual raise which is 1.5% higher than the 5% that the city has historically given for the past 3 years. The below table gives us an idea of how these raises would be scheduled:

Fiscal Year	Amount per Hour
2023-2024	\$17.79
2024-2025	\$18.94
2025-2026	\$20.17
2026-2027	\$21.48

Apart from dispatching our Police Department, we dispatch Horizon Fire Department under El Paso County Emergency Services District 1 and West Valley, Clint, Socorro, Fabens, San Elizario and Montana Vista Fire Departments under El Paso County Emergency Services District 2. They both have individual service contracts with us for dispatch services which cover salaries and benefits for their full-time employees (FTE's) as formulated by calls for service annually.

A few months ago, we asked the Human Resources Manager to formulate a cost analysis showing a 6.5% increase for dispatchers. The information reflected showed a difference of \$6,621.13 for the police cost and \$7,648.56 for the ESD's cost. The cost per hour for a 6.5% raise would jump to \$17.80 an hour as opposed to \$17.55 at 5% for entry level.

In the preliminary budget workshops, we were informed by our Finance Director that she would be cutting 2 positions from our staffing table for Communications Specialists and would not be allowing the additional 1.5% increase for the dispatchers. This was due to the need to balance the 2023-2024 budget.

In addition, it was brought forth that the positions were cut since it appears we were able to operate under the allowed staffing. To clarify this, our Communications Manager and Shift Supervisors have had to step in to cover multiple shifts to ensure we are being fiscally responsible with our budget. Her efforts have led to her having to place her primary duties aside to assist the shifts all to keep costs down including staffing costs. In addition, we have had to change work schedules on a weekly basis to ensure we had coverage where it was needed.

Regarding the staffing, we annually review and have used the Erlang Formula for Call Centers. The formula indicates the need to have 21 dispatchers spread across 3 shifts with a relief factor to handle our call volume efficiently and effectively across police and fire department calls for service. Below is the screen shot of the formulations.

### Erlang Calculator for Call Centre Staffing

#### Horizon City Police Department



Assumptions: 365 calls per Week - 90 % Answered in 20 seconds - Shrinkage 30 % - Max Occupancy 85 %. There are 37.5 working hours per week (=1 FTE)

#### Emergency Services District # 1 and #2 (County Fire Departments)



Assumptions: 577 calls per Week - 90 % Answered in 20 seconds - Shrinkage 30 % - Max Occupancy 85 %. There are 37.5 working hours per week (=1 FTE)

Calculations based on the call volume from August 2022 to August 2023

This number just reflects the incoming telephonic service calls and not additional radio traffic used to relay information. This information includes but is not limited to returns on checking subjects and items, requesting additional assistance or information, status checks, follow-ups and providing benchmarks.

With addressing the turnover rates, the individuals that resigned within the last year left our organization to seek better opportunities. More specifically better pay and working hours. Regarding the specific turnover numbers, the below chart illustrates what we have had between August 2022 and August 2023:

Hired	Terminated	Resigned
10	3	3

In addressing the vacancy issue, the below chart illustrates the number of applicants processed and what happened to their application between August 2022 and August 2023:

Total Applicants	Hired	Disqualified Interview	Disqualified Background	Disqualified Psychological
29	10	11	5	3

In configuring a cost analysis of the hiring process, the below shows approximate costs for each part of the process:

Interview Hrs.	Background	Psychological	Drug Screen	Total
Average 8 hrs at 3 employees	30-40 hrs per employee	1 per employee	1 per employee	
Average cost per hour \$31.38	Average cost per employee:\$1,103.20	13 employees	10 employees	
3 Interview Sessions	18 employees at 1 Per week	\$250.00	\$64.00	
\$2,259.36	\$19,857.60	\$3,250.00	\$640.00	\$20,438.48

Based on the figures provided and budgetary limitations, we would like to propose the following options to give the dispatchers a raise they deserve and to ensure we fall within the budget limitations at the same time:

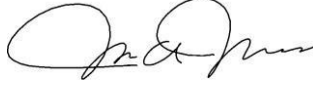
<b>Option 1</b>	Keep the 20 positions and approve the cost difference of \$6,621.13 by reducing other line items in the Police and Communications budget.
<b>Option 2</b>	Reduce the number to 18 positions and approve the cost difference of \$6,621.13.
<b>Option 3</b>	Approve a transfer of surplus funds from the Police and Communications 2022-2023 budget.

Options and raise considerations depicted in this request are for this year only. We understand things can change, which may adversely affect our budget. For next year, consideration for continuation of pay raises would be based on the recommendation of the Finance Director and the request would be resubmitted for your consideration.

Thank you,

# Interoffice Memorandum



**TO:** Honorable Mayor Andres Renteria  
**FROM:** Chief Marco A. Vargas   
**RE:** Proposal for Pay Scale for Communications Specialists  
**DATE:** 09/05/2023

---

Honorable Mayor Renteria,

This memorandum is to respectfully propose a pay scale for our Communications Specialists. During the last City Council Meeting we were directed to propose a pay scale that could provide us with a competitive edge to retain our communications specialists. We included some of the initial instructions regarding their suggested pay rates.

The table below illustrates an idea of how we can accomplish this.

Step	Hourly Rate	Annual Salary
<b>0-1 Service Years without Basic Telecommunicator TCOLE Certification (7.72%)</b>	\$18.00	\$37,440.00
<b>1-2 Service Years or Years of Certified Experience or after obtaining Basic Telecommunicator TCOLE Certification (13.7%)</b>	\$19.00	\$39,520.00
<b>2-3 Service Years or Years of Certified Experience 5%</b>	\$19.95	\$41,496.00
<b>3-4 Service Years or Years of Certified Experience 5%</b>	\$20.95	\$43,570.80
<b>4-5 Service Years or Years of Certified Experience 5%</b>	\$21.99	\$45,749.34

Certified Experience is having a Basic Telecommunicators License through the Texas Commission on Law Enforcement for the specified number of years.

Service Years 0-1 will be \$18.00

- Hired Communications Specialists have a year to obtain their certification.
- Once they obtain their TCOLE Basic Telecommunicator certification in under a year they jump to \$19.00 an hour.
- If they are hired as Certified telecommunicators under a year, they start at \$19.00 an hour.

Service Years or Years of TCOLE Certified Experience jumps to the number of years they have on their TCLOE file. As an example, if they have 2 years 6 Months, they qualify for 2-3 years of service on the pay scale.

All of current Communications Specialists will start with 0-1 or 1-2 years of service step dependent on their certification.

Here is the breakdown for Communications Supervisors:

Step	Hourly Rate	Annual Salary
<b>0-1 Service Years as a Supervisor (13.7%)</b>	\$23.54	\$48,963.20
<b>1-2 Service Years as a Supervisor or Years of Certified Experience as a Supervisor 5%</b>	\$24.71	\$51,396.80
<b>2-3 Service Years as a Supervisor or Years of Certified Experience as a Supervisor 5%</b>	\$25.95	\$53,966.64
<b>3-4 Service Years as a Supervisor or Years of Certified Experience as a Supervisor 5%</b>	\$27.24	\$56,664.97
<b>4-5 Service Years as a Supervisor or Years of Certified Experience as a Supervisor 5%</b>	\$28.60	\$59,498.22

All of the current Communications Specialists will start with 0-1 years of service step. A newly hired supervisor will fall into the step that applies to years of service as a certified telecommunicator supervisor.

For example, if a newly hired supervisor has 3 years 1 month of experience as a communications supervisor with TCOLE certification, they qualify for Step 3-4 years.

Below is the breakdown for the Communications Manager:

Step	Hourly Rate	Annual Salary
<b>0-1 Service Years as a Communication Manager (13.7%)</b>	\$35.13	\$73,064.16
<b>1-2 Service Years as a Communication Manager 5%</b>	\$36.88	\$76,710.40
<b>2-3 Service Years as a Communication Manager 5%</b>	\$38.72	\$80,545.92
<b>3-4 Service Years as a Communication Manager 5%</b>	\$40.66	\$84,573.22
<b>4-5 Service Years as a Communication Manager 5%</b>	\$42.69	\$88,801.88

The current Communications Manager will start with 0-1 years of service step. The same criteria applies as the one listed for Communications Supervisors.

The steps are based on the historical 5% increase for the Town of Horizon City Employees. The percentage is calculated as a combination of cost of living and or step increases.

For example, if the cost-of-living increase calculated by the Finance Director is 2.5% for the year, the step increase would be 2.5% totaling 5%.

This could become a permanent pay scale, however with the direction we are receiving from the Council, it could change to continue the increases after year 4-5.

This is an initial draft, and we are open to any suggestions.

Thank you,

**Section J**  
**CONTRACT**

THIS CONTRACT, entered into this 1st day of **June, 2021**, by and between the TOWN OF HORIZON CITY, hereinafter called the "City", and **Net-Tech Consulting, LLC** hereinafter called "the Consultant".

**WHEREAS**, the City issued a Request for Proposals, **Solicitation No. 2021-002RFP** ("RFP") to enter into a contract with the Consultant to provide Information Technology (IT) services as further described in the Scope of Services in the RFP;

**WHEREAS**, the City has reviewed and evaluated the proposals received in response to the RFP and has selected the Consultant's proposal as the one that is most responsive to the City's RFP and the City's needs;

**WHEREAS**, the City desires to enter into a contract with the Consultant to provide the IT Services based upon the City's RFP and the Consultant's proposal, which are both hereby incorporated into this Contract by this reference.

**NOW THEREFORE**, the parties do mutually agree as follows:

**1. Term**

The Contract will become effective **June 1, 2021** and terminate on **May 31, 2023**, unless extended, as set forth in the Option to Extend below. In the event the City has not obtained another service consultant by the expiration date of the contract, the City, at its discretion, may extend the contract on a month-to-month basis not to exceed six (6) months until such time as a new contract is awarded. A price adjustment increase will be allowed if necessary during any extension of the term of the contract if there is a federally mandated increase in the minimum wage.

**OPTION TO EXTEND THE TERM OF THE CONTRACT:**

The Contract will include two (2) one-year options to extend at the same unit prices, if the option is exercised by the City prior to the expiration of the original term of the Contract or the expiration of the first one-year option, if the City exercises the second one-year option.

The City at its sole discretion, may exercise any option to extend the term of the contract, by giving the Consultant written notice within the applicable time period.

## **2. Compensation and Billing**

A. The total amount paid to the Consultant for services under this Contract shall be **\$ 78,000.00** for the initial contract term. For the monthly Proactive Services and Support Services, the Contractor will be paid **\$ 6,500** a month, for a total amount not to exceed **\$ 78,000.00** during the initial term. In addition, the Contractor will be paid an additional amount not to exceed **\$ 90 /Hour** for the Special Projects Pricing as further described in the Offer/Bid Form (Section E form) submitted as a part of Consultant's Proposal. Any additional work shall be authorized by the Mayor or his designee in writing, specifying the additional tasks to be performed and the agreed-to compensation, and is subject to Texas state procurement law and City policies.

B. The Consultant will submit invoices to the City on the 25<sup>th</sup> day of each month for services furnished between that date and the period covering the prior month's invoice, to include the costs for the basic services under the Contract and the costs for all other provided services, as allowed.

C. Invoices will be itemized. The billing for work done on Special Projects will be billed in tenth of an hour increments and must state the particular project.

C. Invoices will reflect the Bid Number and the Purchase Order Number.

D. Do not include Federal Tax, State Tax, or City Tax. The City will furnish a tax exemption certificate upon request.

E. Discounts will be taken from the date of receipt of goods or date of invoice, whichever is later.

F. A copy of the bill of lading and the freight waybill when applicable will be attached to the invoice.

G. Payments will be processed after verification and approval of such invoice. Payment shall be made in accordance with the Texas Prompt Payment Act.

H. Mail invoices to the Town of Horizon City, ATTN: Accounts Payable, 14999 Darrington Road, Horizon City, Texas 79928.

I. The Consultant shall advise the Accounts Payable Section of any changes in its remittance addresses.

## **3. Termination**

Either party may terminate this Contract if the other party has breached the Contract and fails to correct such breach for a period of thirty-days (30-days) after receipt of written notice to correct the same. In addition, either party may terminate this Contract without cause upon thirty-day (30-day) written notice to the other party of the intention to terminate this Contract. In addition, this Contract may be terminated at any time by mutual written contract of the Parties. In addition, this Contract shall automatically terminate if the City Council of the Town of Horizon City fails to appropriate or budget money for the payment of the Services under this Contract. All payments by the City under this Contract are payable only out of current City revenues.

**4. Independent Contractor**

The Consultant shall instruct all of its employees as to work procedures and thoroughly acquaint each employee with his or her duties. City shall notify the Consultant if any of the Consultant's employees do not perform their duties as necessary to carry out Consultant's duties under this Contract. Nothing contained herein shall be construed as creating the relationship of employer-and-employee between the City and the Consultant or between the City and the Consultant's employees. The Contract shall be deemed at all times to be an independent contractor. In carrying out the terms of this Contract, the Consultant shall select its own employees and such employees shall be and shall act under the exclusive and complete supervision and control of Consultant.

**5. Employees**

- A. The Consultant shall provide an adequate staff for the coordination and expediting of his work. The Consultant shall employ only competent, efficient personnel for the performance of services and shall not use on the work any unfit person or one not skilled in the work assigned to him; and shall at all times maintain good order and strict discipline among his employees.
- B. The employees who will be assigned to work on site must pass a background check, consisting of the submission of electronic fingerprints and clearance by the Texas Department of Public Safety.
- C. The Consultant shall pay or cause to be paid, without cost or expense to the City, all Social Security, Unemployment, and Federal Income Withholding taxes of all employees and that all employees shall be paid wages and benefits as required by federal and state law.

**6. Insurance**

A. The Consultant agrees to maintain the types and amounts of insurance required in this contract throughout the term of the contract. The following insurance policies shall be required:

- A. Commercial General Liability
- B. Business Automobile Liability
- C. Workers' Compensation
- D. Professional Liability

B. For each of these policies, the Consultant's insurance coverage shall be primary with respect to the City, its officials, agents, employees and volunteers. Any insurance or self-insurance carried or obtained by the City, its officials, agents, employees or volunteers, shall be considered in excess of the Consultant's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Consultant to the City pursuant to this contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this contract, attached hereto as Exhibit A, and approved by the City *before* work commences.

**C. General Requirements Applicable to All Policies.**

1. Only licensed insurance carriers authorized to do business in the State of Texas shall be accepted.
2. Deductibles shall be listed on the certificate of insurance and are acceptable only on an "occurrence" basis.
3. "Claims made" policies are not accepted, except for Professional Liability insurance.
4. Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City
5. The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties:
  - a. The insurance company is licensed and authorized to do business in the State of Texas
  - b. The insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO
  - c. All endorsements and coverages are included according to the requirements of this Contract
  - d. The form of notice of cancellation, termination, or change in coverage provisions is specified in this attachment
6. The City, its officials, agents, employees, and volunteers are to be listed as Additional Insureds on the Commercial General Liability and Business Automobile Liability Policies. The coverages shall contain no special limitations on the scope of protection afforded the City, its officials, employees, and volunteers.

**D. Commercial General Liability requirements:**

1. Coverage shall be written by a carrier rated "A: VIII" or better in accordance with the current A. M. Best Key Rating Guide.
2. Minimum Combined Single Limit of \$1,000,000 per occurrence per project for bodily injury and property damage with a \$2,000,000 annual aggregate limit.
3. Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.
4. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
5. The coverage shall not exclude: premises/operations; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein); and where exposures exist, Explosion, Collapse and Underground coverage.
6. The City shall be listed as Additional Insured, and the policy shall be endorsed to waive rights of subrogation, to be primary and non-contributory with regard to any self-insurance or insurance policy held by the City.

**E. Business Automobile Liability requirements:**

1. Coverage shall be written by a carrier rated "A: VIII" or better in accordance with the current Best Key Rating Guide.
2. Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.
3. The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
4. The coverage shall include owned, leased or rented autos, non-owned autos, any autos and hired autos.

**F. Workers' Compensation Insurance requirements:**

1. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, *all* employees of the Consultant, the Consultant, *all* employees of any and all subconsultants, and all other persons providing services on the Project must be covered by a workers compensation insurance policy, either directly through their employer's policy (the Consultant's, or subconsultant's policy) or through an executed coverage agreement on an approved DWC form. Accordingly, if a subconsultant does not have his or her own policy and a coverage agreement is used, Consultants and subconsultants *must* use that portion of the form whereby the hiring Consultant agrees to provide coverage to the employees of the subconsultant. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent Consultant may not be used.
2. The workers compensation insurance shall include the following terms:
  - a. Employer's Liability limits of \$1,000,000 for each accident is required.
  - b. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
  - c. Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

**G. Professional Liability requirements:**

1. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.
2. Minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate, with a maximum deductible of \$100,000.00. Financial statements shall be furnished to the City upon request.
3. For "claims made" policies, the availability of a 24-month extended reporting period is necessary. The retroactive date shall be shown on the certificate of liability insurance.

## **7. INDEMNIFICATION**

**THE CONSULTANT OR IT'S INSURER WILL INDEMNIFY, DEFEND AND HOLD THE CITY, IT'S OFFICERS, AGENTS AND EMPLOYEES, HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THIS CONTRACT. WITHOUT MODIFYING THE CONDITIONS OF PRESERVING, ASSERTING OR ENFORCING ANY LEGAL LIABILITY AGAINST THE CITY AS REQUIRED BY ANY LAW, THE CITY WILL PROMPTLY FORWARD TO THE CONSULTANT EVERY DEMAND, NOTICE, SUMMONS OR OTHER PROCESS RECEIVED BY THE CITY IN ANY CLAIM OR LEGAL PROCEEDING CONTEMPLATED HEREIN. THE CONSULTANT WILL 1) INVESTIGATE OR CAUSE THE INVESTIGATION OF ACCIDENTS OR OCCURRENCES INVOLVING SUCH INJURIES OR DAMAGES; 2) NEGOTIATE OR CAUSE TO BE NEGOTIATED THE CLAIM AS THE CONSULTANT MAY DEEM EXPEDIENT; AND 3) DEFEND OR CAUSE TO BE DEFENDED ON BEHALF OF THE CITY ALL SUITS FOR DAMAGES EVEN IF GROUNDLESS, FALSE OR FRAUDULENT, BROUGHT BECAUSE OF SUCH INJURIES OR DAMAGES. THE CONSULTANT WILL PAY ALL JUDGMENTS FINALLY ESTABLISHING LIABILITY OF THE CITY IN ACTIONS DEAFENED BY THE CONSULTANT PURSUANT TO THIS SECTION ALONG WITH ALL ATTORNEYS' FEES AND COSTS INCURRED BY THE CITY INCLUDING INTEREST ACCRUING TO THE DATE OF THE PAYMENT BY THE CONSULTANT, AND PREMIUMS ON ANY APPEAL BONDS. THE CITY, AT ITS ELECTION, WILL HAVE THE RIGHT TO PARTICIPATE IN ANY SUCH NEGOTIATIONS OR LEGAL PROCEEDINGS TO THE EXTENT OF ITS INTEREST. THE CITY WILL NOT BE RESPONSIBLE FOR ANY LOSS OF OR DAMAGE TO THE CONSULTANT'S PROPERTY FROM ANY CAUSE.**

## **8. Gratuities**

The City may, by written notice to the Consultant, cancel this contract without liability to the Consultant if it is determined by the City that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Consultant, or any agent or representative of the Consultant, to any City officer or employee with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making or any determinations with respect to the performing of such a contract. In the event this contract is canceled by the City pursuant to this provision,

the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Consultant in providing such gratuities.

**9. Right To Assurance**

Whenever one party to this contract in good faith has a reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) calendar days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

**10. Assignment-Delegation**

No right or interest in this contract will be assigned or delegation of any obligation made by the Consultant without the written permission of the City. Any attempted assignment or delegation by the Consultant will be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

**11. Interpretation-Parol Evidence**

This writing is intended by the parties as a final expression of their agreement and is intended by also as a complete and exclusive statement of the terms of their contract. No course of prior dealings between the parties and no usage of the trade will be relevant to supplement or explain any term used in this contract. Acceptance or supplement or acquiescence in a course of performance rendered under this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection.

**12. Availability of Funds**

The awarding of this contract is dependent upon the availability of funding. In the event that funds do not become available the contract may be terminated or the scope may be amended. A 30-day written notice will be given to the Consultant and there will be no penalty nor removal charges incurred by the City.

**13. Workmanship**

All work shall be done in a professional and skillful manner. The IT Director shall notify the Consultant if the work does not comply with such standards. The IT Director shall resolve any disagreements concerning performance.

**14. Compliance with Laws and Ordinances**

The Consultant shall at all times observe and comply with all federal, state and local laws, ordinances and regulations which in any manner affect the Contract or the work

and, to the extent allowed by law, shall indemnify and save and hold harmless the City against all claims arising from the violation of any such laws, ordinances and regulations whether by the Consultant or its employees or clients.

**15. Venue and Law**

For the purposes of determining the place of the Contract and the law governing the same, this Contract is entered into in the Town of Horizon City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for all purposes shall be in the municipal court of the Town of Horizon City, Texas.

**16. Severability**

Every provision of this Contract is declared 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 the Contract.

**17. Entire Agreement**

This Contract, including the attached Scope of Work, constitutes and expresses the entire agreement between the parties regarding the scope of services specified. It shall not be amended or modified except in writing and signed by all parties.

**18. Binding Agreement**

The individual signing this Contract acknowledges that he or she is authorized to do so, and said individual further warrants that he or she is authorized to commit and bind the Consultant to the terms and conditions of this Contract.

**19. Dispute Resolution.**

If either the Consultant or the City has a claim or dispute, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall make a good faith effort, in person or through generally accepted means, to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with, this Contract. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties may submit the matter to non-binding mediation upon written consent of authorized representatives of both parties. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute.

**20. Force Majeure.** The City and the Consultant will exert all efforts to perform the tasks set forth herein within the proposed schedules. However, neither the City nor the Consultant shall be held responsible for inability to perform under this Contract if such inability is a direct result of a force substantially beyond its control, including but not

limited to the following: strikes, riots, civil disturbances, fire, insurrection, war, embargoes, failures of carriers, acts of God, or the public enemy.

**21. Notices**

All notices provided for herein shall be sufficient if sent by certified or registered mail, return receipt requested, postage fully prepaid, addressed to the proper party at the following addresses:

City: Town of Horizon City  
Attn: Purchasing Agent  
14999 Darrington Road  
Horizon City, Texas 79928

Consultant: Net-Tech Consulting LLC  
6090 Surety Dr. Ste. 295  
El Paso, Texas 79935

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Alternatively, notices shall be sent to such other addresses as the parties may designate to each other in writing from time-to-time.

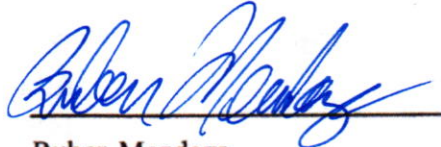
**22. Texas Tort Claims Act**

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

**SIGNATURE PAGE (TO BE EXECUTED UPON AWARD)**

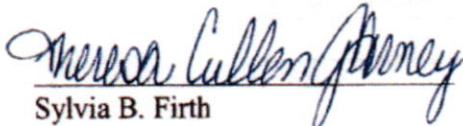
IN WITNESS WHEREOF, the parties have executed this Contract on the 1st day of June, 2021.

**TOWN OF HORIZON CITY**



Ruben Mendoza  
Mayor

Approved as to Legal Form:



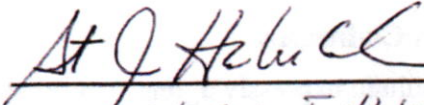
Sylvia B. Firth  
Assistant City Attorney

Approved as to Content:



Mike McConnel  
Police Chief

**CONSULTANT**



Name: Steven J. Helaschuk  
Title: President  
NET-Tech Consulting LLC



# Master Services Agreement

By and Between

Net-Tech Consulting

&

The Town of Horizon City

## **Statement of Confidentiality**

This document contains trade secrets and information belonging to Net-Tech Consulting LLC that are considered to be sensitive, proprietary, and confidential in nature. Any disclosure of such would provide a competitive advantage to others. Therefore, this document shall not be disclosed to any party other than the party for whom it is intended.



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## MASTER SERVICES AGREEMENT

1. **Parties.** This Master Services Agreement (**the “Agreement”**) between **The Town of Horizon City** with offices located at 14999 Darrington Dr Horizon City 79928 **herein** referred to as (**the “Client”**), and Net-Tech Consulting , LLC at 6090 Surety Ste 295 El paso TX 79905, herein referred to as (**“Net-Tech Consulting ”**). Throughout the entirety of this agreement either the Client or Net-Tech may also be respectively referred to as (**the “Party”**) or (**the “Parties”**).
2. **Definitions:** For purpose of this Agreement, the following terms, including both the singular and the plural and whether or not capitalized, shall have the assigned meanings:

**“Additional Equipment”** Means any and all equipment provided to the Client by Net-Tech Consulting . Any additional Equipment shall be requested by the Client or recommended by Net-Tech Consulting and in either instance approved by the Client upon the presentation of a Quote by Net-Tech Consulting . All Additional Equipment shall be billed by Net-Tech Consulting to the Client in accordance with the terms detailed within each respective Quote.

**“Ancillary Services”** Means any and all services provided to the Client and/or the Client’s End-Users by Net-Tech Consulting which are not specified within Appendix A. Any Ancillary Services shall be approved by the Client upon the presentation of a Quote by Net-Tech Consulting . All Ancillary Services shall be billed by Net-Tech Consulting to the Client in accordance with the provisions detailed within each respective Quote.

**“Authorized Contact”** Means the Primary Contact and any other person or persons designated by the Client as being authorized to prioritize projects, schedule work and approve Quotes or any other subsequent Agreement between the Client and Net-Tech Consulting . Such individual(s) shall be clearly indicated within Appendix B.

**“Client Location”** Means the specific physical address of any site or sites where the Client reasonably requests and authorizes Net-Tech Consulting to provide the Managed Services described throughout this Agreement. The Client shall identify all Client Locations covered under this Agreement within Appendix B.

**“Confidential Information”** Means all material, non-public, business-related information, both written and oral, whether or not it is marked as confidential, that is disclosed or made available to either Party, directly or indirectly, through any means of communication or observation by the

disclosing party or any of its Affiliates or Representatives.

**“Device”** Means any individual physical machines or virtual programs, acting in the place of a physical machine, which communicate and interact between each other on a computer network. Devices may include gateways, routers, network bridges, modems, wireless access points servers, whether physical or virtual, switches, multilayer switches, protocol converters, bridge routers, proxy servers, firewalls, network address translators, multiplexers, network interface controllers,

wireless network interface controllers, ISDN terminal adapters and other related hardware.

**“Emergency Requests”** Means requests for End-User support pertaining to the specific issues detailed within Appendix D (**“Appendix D”**), and/or requests for Device support pertaining to the specific issues detailed within Appendix E (**“Appendix E”**). For the avoidance of doubt, the specific issues detailed within Appendix D shall apply to End-Users exclusively and the specific issues detailed within Appendix E shall apply to Devices exclusively.

**“End-User”** Means any employee or person who actively uses computer equipment specifically designated by the Client to be covered under this Agreement. Each End-User will be identified by their full name, assigned Client Location and the End-User’s respective email address when applicable.

**“Hardware Replacement”** Means any equipment to be purchased by the Client through Net-Tech Consulting via a Quote, whether requested by the Client or recommended by Net-Tech Consulting , for the purpose of replacing existing computer equipment whether currently owned or leased by the Client. Hardware Replacement can also take the form of warranties, extended warranties, manufacturer’s support contracts, on-site spare(s), or other purchases as necessary.

**“Managed Services”** Means all services described within Appendix A, which has been annexed to this Agreement (**“Appendix A”**), Appendix B, which has been annexed to this Agreement (**“Appendix B”**) and within Section Three (3) of this Agreement.

**“Managed Services Fees”** Means monthly fees payable to Net-Tech Consulting , as consideration for the delivery of Managed Services.

**“Management Software”** Means software provided to the Client by Net-Tech Consulting to enable Net-Tech Consulting to adequately provide the Managed Services.

**“Minimum Compliance Standards”** Means a set of minimum standards pertaining to the Client’s various equipment, devices, network components and overall computing environment. Minimum Compliance Standards are detailed within Appendix C, which has been annexed to this agreement (**“Appendix C”**). Minimum Compliance Standards must be achieved by the Client prior to or during the provisioning phase of Managed Services and adhered to throughout the term of this Agreement.

**“Normal Business Hours”** Means the hours between 9:00 AM and 5:00 PM, Monday through Friday with the exclusion of public holidays.

**“Onboarding Setup Fee”** Means a fee payable by the Client to Net-Tech Consulting to perform the onboarding services described within Section six (6) of this Agreement.

**“On-Site Services”** Means any services, whether or not covered by the scope of this agreement, performed by an agent of Net-Tech Consulting directly at the Client’s Location.

**“Primary Contact”** Means the principal person designated by the Client as being authorized to prioritize projects, schedule work and approve Quotes or any other subsequent Agreement between the Client and Net-Tech Consulting . Such individual shall be clearly indicated within Appendix B.

**“Project/Integration Services”** Means any service designed to add, replace and/or increase functionality or capacity to the Client’s systems or computing environment. Project/Integration Services shall include, but are not limited to, any services that are designed to add or replace existing systems.

**“Published Price List”** Means the cost for any services not encompassed within the definition of Managed Services Fees and/or are considered to be outside the scope of this Agreement. For the avoidance of doubt, as well as for the Client’s convenience, the current Published Price List has been annexed to this Agreement (**“Published Price List”**). The Published Price List is not guaranteed and is subject to change without prior notification. Net-Tech Consulting will notify Client of any changes to our Published Price List by posting our revised List to [www.Net-Tech Consulting .com/ppl](http://www.Net-Tech Consulting .com/ppl). It is the Client’s responsibility to review [www.Net-Tech Consulting .com/ppl](http://www.Net-Tech Consulting .com/ppl) before submitting each order. The price for an order that has been accepted, in writing, by Net-Tech Consulting is not subject to change after acceptance and until completion of the order.

**"Quote"** Means a formal offer, whether requested by the Client or recommended by Net-Tech Consulting , to supply certain goods or services for the benefit of the Client, at specific prices and within a specific period. A Quote may also contain the terms of sale and payment requirements and any related warranties. Acceptance of any Quote from Net-Tech Consulting by the Client constitutes an agreement binding on both Parties.

**“Software as a Service”** Means a software distribution model in which a third-party provider hosts applications and makes them available to the Client over the Internet.

**“Software Costs”** Means any costs pertaining to Software Licensing, Software Renewals or Software Upgrade Fees to be presented to the Client via a Quote from Net-Tech Consulting .

Consulting reserves the sole right to determine whether an On-Site Service request is deemed necessary or can alternatively be performed within the normal response time through an electronic response as described within the Service Request Response Escalation Procedure described in Section Fourteen (14) of this Agreement. Any On-Site Service requests insisted upon by the Client that bypasses the Service Request Response Escalation Procedure will result in billable charges detailed within the Published Price List. In the event that the Client wishes to bypass the Service Request Escalation Procedure and request immediate On-Site Services to be performed by Net-Tech Consulting at the Client’s Location, the Client must submit each request to bypass

the Service Request Escalation Procedure in writing via email to [help@net-tech.cloud](mailto:help@net-tech.cloud). Additionally, any On-Site Service Request pertaining to equipment that is not deemed to be covered computing equipment by Net-Tech Consulting or does not meet Net-Tech Consulting ' Minimum Compliance Standard may be subject to the hourly billing rates detailed within the Published Price List.

- b. **Performance, Availability & Predictive Failure Monitoring.** Net-Tech Consulting will utilize Management Software designed to track the availability and performance of critical computing equipment and networking components belonging to the Client, including designated servers and managed networking equipment (e.g. routers, firewalls, switches). The Management Software will provide Net-Tech Consulting ' Help Desk with alerts that will be addressed in accordance with Service Request Response Escalation Procedure. The Management Software will also allow for the periodic production of reports that will be made available to the Client.
- c. **Patch Monitoring & Management.** Net-Tech Consulting will utilize Management Software that will monitor the operating system patch levels of the Client's computing equipment running approved operating systems and connected to the network. This includes covered servers and desktops or laptops. The Management Software also allows Net-Tech Consulting to deploy patches utilizing strategic timing based on industry wide best practices.
- d. **Virus Definition Monitoring & Management.** Net-Tech Consulting will utilize enterprise-grade anti-virus and anti-malware software to protect, monitor and manage designated computing equipment. Anti-virus and anti-malware software will be installed on to the Client's computing equipment and be kept current to protect the Client and protect the Client's computing environment. Anti-virus software will be distributed to all designated Windows and Apple based desktops, laptops and servers with internet connectivity. Updated anti-virus definitions will be automatically applied as they become available. Net-Tech Consulting cannot guarantee that the above-mentioned anti-virus and anti-malware software will be free from error or block all attempts to infect any or all of the devices belonging to the Client. In the event that any or all of the Client's devices become infected by a virus or malware due to the failure of the anti-virus software, remediation of any infected device(s) will be subject to the Technology Consultant rate detailed within the Published Price List.
- e. **System Administration.** Basic system administration tasks covered by this Agreement include such actions as resetting passwords, assisting with basic shared folder creation and

their associated permissions, creating and removing accounts from the Client's designated user directory and minor software updates.

- f. **System Maintenance.** Any modification of an entire system or specific piece of computing equipment owned by either the Client or by Net-Tech Consulting to correct any faults, whether existing or perceived, to improve performance, or to adapt the system or computing equipment to any changed or changing environment or changing requirements or standards are included in this

agreement. Each task that involves a modification will be performed utilizing the most expedient and unobtrusive methods available during pre-determined scheduled maintenance hours as defined within the Minimum Compliance Standard.

g. **Help Desk & Emergency Support.** Incidents that involve the Client's designated End-Users, assuming the Client has met all expectations and requirements contained herein, and assuming the nature of the issue is not listed as an exclusion, will be handled in the most appropriate and expedient manner. Exclusions are subject to additional fees detailed within the Published Price List.

h. **Backup Management.** Monitoring and data restoration pertaining to the Client's data backup system is covered under this agreement. Backup system configuration, including retention and sizing, will be discussed with the Client during the onboarding process. The Client acknowledges that Net-Tech Consulting will not monitor, nor manage backup services that are not approved in writing by Net-Tech Consulting per the Minimum Compliance Standard. Any Client backup solutions that are not approved in writing by Net-Tech Consulting will release Net-Tech Consulting and its employees, subcontractors and representatives from any and all liability associated with data loss, failure, data recovery (including, but not limited to data corruption, encryption, failed backups and other failed assets) and any and all liability associated with any technical or non-technical issue arising from, or pertaining to any data backup or data recovery issues.

i. **Review Meetings** – Review meetings may be held to review monitoring reports, service requests, Client priorities and to assess the Client's overall satisfaction with the services being provided.

4. **Compensation.** Monthly Managed Services Fees shall be calculated by multiplying the sum of designated End-Users in any respective month, which may be augmented or diminished upon notification from the Client to Net-Tech Consulting ' via email to help@net-tech.cloud from time to time, by the monthly fee attributed to each designated End-User. The total monthly amount will be invoiced, in advance, on the first of each month throughout the term of this agreement. Net-Tech Consulting reserves the right to audit the End-User list every ninety (90) days. Net-Tech Consulting will adjust monthly Managed Services Fees and bill any previously unbilled or prorated charges based upon the sum of designated End-Users detailed within each audited End-User list. The minimum number of End-Users to be invoiced to the Client by Net-Tech Consulting with regard to Managed Services

Fees during any month throughout the term of this Agreement, or during any month throughout any subsequent renewal term thereof, shall never fall below a total equaling eighty percent (80%) of the original sum of End-Users, rounded up to the next whole End-User, reflected on the Client's first monthly invoice for Managed Services. Services may be suspended or terminated if payment is not received within fifteen (15) days following the date when due. Any payments considered to be late and not remitted within the fifteen (15) day grace period shall also relieve Net-Tech Consulting of its obligations under the terms of this Agreement until the Client's account reflects a current payment status.

5. **Taxes.** There shall be added to the Managed Services Fees, amounts equal to any taxes, however designated, levied, or based on such charges described within this Agreement in addition to any Ancillary Services rendered or Additional Equipment supplied pursuant to this Agreement or any subsequent Quote. These added charges including, but not limited to, state and local privilege or excise taxes based on the gross revenue and any taxes or amounts in lieu thereof paid or payable to Net-Tech Consulting in respect of the foregoing, exclusive however, of taxes based on net income for the privilege of conducting business.
  
6. **Onboarding.** The Managed Services detailed throughout this Agreement rely upon the successful installation and configuration of the technologies that Net-Tech Consulting utilizes to proactively monitor and maintain the Client's computers, networks, software, Software as a Service and equipment and are dependent on the Minimum Compliance Standards described within Appendix C. Full access to the Managed Services detailed throughout this Agreement will not be available until the onboarding process has been completed, which takes an average of three (3) to four (4) weeks. The Onboarding Setup Fee is required to consummate this Agreement and is specified within Appendix B.
  
7. **Minimum Compliance Standards.** In order for the Client to receive Managed Services, all computing and networking equipment must meet Net-Tech Consulting ' Minimum Compliance Standards. Minimum Compliance Standards are subject to change at any time. The Client will be notified of any changes to the Minimum Compliance Standards via email to the Client's Primary Contact within forty five (45) days prior to the aforementioned changes going into effect. Any costs required to meet the Minimum Compliance Standards prior to the implementation of Managed Services, or upon any changes thereof, are not included within the scope of this agreement.
  
8. **Management Software.** In order to provide the Managed Services detailed throughout this agreement, Net-Tech Consulting may install Management Software onto the Client's computing equipment. The Client hereby grants permission to Net-Tech Consulting to install such Management Software and any updates to the Management Software, enabling Net-Tech Consulting to adequately provide Managed Services. The Client agrees to leave the computing equipment powered on and connected to the internet so that Managed Services can be performed remotely when necessary. Should the Client modify or remove the Management Software installed onto any of the Client's computing equipment, the Client may be charged separate fees for any services required to return

equipment back to the Minimum Compliance Standards. Further, in the event that the Client or any agent of the client elects to modify or remove any Management Software installed by Net-Tech Consulting , Net-Tech Consulting cannot fully guarantee the efficacy of the Managed Services. Net-Tech Consulting assumes no liability whatsoever with regard to any adverse events with regard to the Client's computers, networks, managed software, Software as a Service and computing equipment arising from the modification or removal of the Management Software.

9. **Third-Party Products and Services.** The Client understands and agrees that Net-Tech Consulting may utilize third parties for product support, secure remote access, hosted applications and services, secure data storage, data center facilities, technical support, and for any other services deemed necessary by Net-Tech Consulting

to fulfill the Client's needs. In performing these services, third parties may be given, among other things, secure remote access to the Client's systems. Net-Tech Consulting shall supervise such services and endeavor to guard against any loss to Client as a result of failure of Third-Party to properly execute their commitments, but Net-Tech Consulting shall not be responsible for their failure, acts or omissions, except where such failure, act or omissions are due to Net-Tech Consulting ' gross negligence or willful misconduct.. Net-Tech Consulting maintains contractual relationships with these third-party vendors which require each third-party vendor to maintain appropriate confidentiality and security standards to protect the Client's interests.

**10. Hardware and Software Provided by Net-Tech Consulting .**

The Client hereby agrees that any equipment and/or software owned by Net-Tech Consulting , which may be deployed at the Client's Location or installed onto the Client's existing computing equipment and utilized to provide Managed Services shall at all times remain the property of Net-Tech Consulting and must be returned no later than fourteen (14) days after termination or non-renewal of this Agreement. The Client further agrees to cease using any equipment and/or software that is deemed to be the property of Net-Tech Consulting on or before the termination date. In the event of termination due to the failure to pay for services rendered as described in Section Four (4) of this Agreement, the Client will have forty eight (48) hours to return any equipment belonging to Net-Tech Consulting and immediately cease using any equipment and/or software owned by Net-Tech Consulting following said termination. If any equipment belonging to Net-Tech Consulting is deemed to be damaged, destroyed or not returned to Net-Tech Consulting in its entirety or original state by the Client within the time frames described above, the Client must pay a replacement fee equal to the replacement value of the equipment and/or software, inclusive of any shipping charges and associated taxes, in addition to any costs to transfer any necessary data and/or any labor costs incurred to restore the replacement equipment to its original state.

**11. Telecommunications and Internet Access.**

The Client understands that Net-Tech Consulting is neither a carrier of nor a provider of telecommunications services or internet access. The Client must separately procure, either through a third party recommended by Net-Tech Consulting or otherwise, and pay for the proper circuits and/or services to establish wide area networking, remote access and/or internet access. Adequate high-speed internet access is required for some of Net-Tech Consulting ' services and the Client agrees to maintain suitable connectivity per the Minimum Compliance Standards.

**12 Client Data Storage.** Any data belonging to the

Client which may be stored on equipment or within any hosted environment owned by Net-Tech Consulting shall at all times remain property of the Client. In the event of a termination of this agreement, the Client must remove their data from any equipment or hosted environments owned by Net-Tech Consulting no later than fourteen (14) days after the date of termination. In the event of a termination for the Client's failure to pay for services rendered, the Client will have forty-eight (48) hours to retrieve their data from Net-Tech Consulting ' systems. Under the aforementioned circumstances, it will be the Client's sole duty to retrieve its data. Net-Tech Consulting will apply commercially reasonable efforts in assisting the Client with the transfer of its data. If the Client's data is not retrieved within the timeframes prescribed above, Net-Tech Consulting reserves the right to permanently delete the Client's data from its systems.

Furthermore, Net-Tech Consulting reserves the right to unilaterally remove any and all data that is deemed to be illegal, obscene, or harmful to Net-Tech Consulting ' network environment in general.

**13. Scope of On-site Service Coverage During Business Hours.** On-Site Services in support of the Client's computer network, with exclusions as noted in Section 21 of this Agreement, will be provided to the Client by Net-Tech Consulting at the Client's location during the respective hours of coverage detailed within Appendix B, excluding public holidays.

**14. Expected Response Times for Service Requests.** In the event that a Service Request is not considered to be an Emergency Request, Service Requests may be submitted via telephone by calling Net-Tech Consulting ' Help Desk directly at 915-771-7065. Service Requests submitted via telephone will addressed immediately. Service Requests may also be submitted via email to help@net-tech.cloud. With regard to Service Requests submitted via email, Net-Tech Consulting will provide an immediate acknowledgement of all requests submitted to help@net-tech.cloud, with the submitted request to be addressed as quickly as reasonably possible during Normal Business Hours or through best efforts when a request falls outside of Normal Business Hours, unless specified within Appendix B, or on public holidays. Each Service Request is assigned an active service ticket number via email for tracking purposes.

Priority	Description	Response Time
Critical	<i>Company's entire office, business operations or more than 50% of employees are affected and unable to perform work duties</i>	60 Minutes
High	<i>At least one of Company staff are affected and are unable to perform their work duties</i>	4 Hours
Medium	<i>The issue is not preventing the employee from performing their work duties.</i>	24 Hours
Low	<i>One of more of the Company's employees has a general question about software usage or a general technical knowledge question.</i>	36 Hours

In the event that a Service Request is considered to be an Emergency Request and considered to be within the scope of this Agreement, such requests shall be submitted via telephone by calling Net-Tech Consulting ' Help Desk directly at 915-771-7065. The Help Desk technician will gather pertinent details with respect to the request, create a service ticket outlining the aforementioned details and attempt fundamental troubleshooting techniques in an attempt to resolve the issue. If issue is not resolved after applying such fundamental troubleshooting techniques the Help Desk technician will then route the call to a Level 3 technician. Upon receipt of the Emergency Request, the emergency Level 3 technician will immediately begin to troubleshoot the underlying symptoms of the Emergency Request, utilizing industry wide best practices, in an attempt to resolve the Emergency Request.

All requests shall be assigned a priority utilizing the following criteria:

**On-site Service Request Outside of Business Hours.** On- Site Service requests performed outside normal business hours, are defined as being the hours between 5:01 PM through 8:59 AM Monday through Thursday and the hours between 5:01 PM

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on Friday through 8:59 AM on Monday, excluding public holidays, and are considered to be beyond the scope of this Agreement unless expressly included within the scope of this Agreement within Appendix B. Afterhours and holiday On-Site Services shall be billed at the hourly rate attributed to each respective service type within the Published Price List.

16. **LIMITATION OF REMEDY.** Net-Tech Consulting shall not be liable for any damages caused by the delay in rendering services or other performance under the agreement. The sole and exclusive remedy for any breach of warranty, express, or implied, including services furnished under this agreement and all other performance by Net-Tech Consulting under or pursuant to this Agreement shall be limited solely to repeated occurrences of defective service provided Client notifies Net-Tech Consulting and submits sufficient, timely, usable information and fully cooperates to enable Net-Tech Consulting to analyze Client's complaint of defective service and affords Net-Tech Consulting reasonable opportunity to rectify the defective service, if any. In no event shall any remedy include any incidental, consequential, liquidated or punitive damages.

17. **Site Access.** The Client will be responsible for obtaining proper and adequate permission for Net-Tech Consulting and its agents to enter upon and operate within the Client's Location when necessary. Access to the Client's Location may be denied for any reason, at any time. However, in the event that access to the Client's Location is denied, the Client understands that Net-Tech Consulting may be unable to perform its obligations under this Agreement adequately. Should access to the Client's location be denied, Net-Tech Consulting shall not be held liable.

18. **Equipment Utilization.** The Client agrees that Net-Tech Consulting may utilize the Client's computing equipment to provide Managed Services. The Client shall retain title and ownership to all of its computing equipment regardless of whether or not it is being utilized by Net-Tech Consulting to provide Managed Services.

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accept such out of scope assignments only upon a separate written Statement of Work agreement ("SOW") with Client which shall be incorporated into and governed by this Agreement. Each SOW will set forth, among other things: (a) a description of the Services to be performed; (b) the responsibilities of the Parties; (c) an estimated timeline; and (e) detailed budget ("Budget") for Net-Tech Consulting ' Services. Nothing in this Agreement will be deemed to require Net-Tech Consulting to undertake any act or perform any services which in its good faith judgment would be misleading, false, libelous, unlawful, in breach of a contract, or otherwise prejudicial to Client's or Net-Tech Consulting ' interests. Below is a non-exhaustive list of out of scope assignments:

19. **Passwords.** The Client acknowledges that Net-Tech Consulting must have access to all systems and resources to perform its obligations under this Agreement. As such, Net-Tech Consulting must have access to any and all passwords necessary for Net-Tech Consulting to provide Managed Services.

20. **Excusable Delays.** Net-Tech Consulting shall not be liable for damages to the Client caused by delays beyond Net-Tech Consulting 's control and without its fault or negligence, provided Net-Tech Consulting notifies the Client when such a delay becomes apparent.

21. **Excluded Services** In the event Client wishes to assign additional projects, products, or services to Net-Tech Consulting beyond the Services outlined in Section thee (3), Net-Tech Consulting agrees to

request to Net-Tech Consulting to replace any of its existing hardware or devices, Net-Tech Consulting shall present a Quote to the Client's

- a. **Project/Integration.** Project/Integration Services are outside the scope of this agreement and as such will be quoted and invoiced to the Client separately from Managed Services Fees. Project/Integration Services will be identified to the Client as such and will require written approval from an Authorized Contact before any Project/Integration Services are performed. A minimum of two (2) business days' notice to Net-Tech Consulting is required prior to the commencement of any Project/Integration Services after the receipt of an approved Quote from the Client's Authorized Contact by Net-Tech Consulting .
- b. **Software Upgrade Services.** Software upgrades and installations are outside the scope of this Agreement and are subject to rates specified within the Published Price List. Any Software Upgrade Services approved by the Client's Authorized Contact shall be billed separately from Managed Services Fees by Net-Tech Consulting to the Client in accordance with the provisions detailed within each respective Quote.
- c. **Line of Business Applications.** Line of Business Applications such as accounting packages, CRM software, ERP software, Practice Management software, and any other applications that are not specifically mentioned herein fall outside the scope of this Agreement. Reasonable attempts will be made to correct any connectivity issues involving such applications. However, incidents specific to the application or network issues caused by the application itself are considered to be outside the scope of this Agreement.
- d. **Pre-Existing Equipment and Configurations.** The Client understands that any troubleshooting, testing, rectification of defects, configuration errors, hardware repair or replacement concerning pre-existing equipment discovered during the onboarding process are outside the scope of this agreement and may be subject to charges to be billed separately from Managed Services Fees per the Published Price List.
- e. **Hardware Replacement.** Hardware Replacement strategies will be handled on a case-by-case basis and as such, all costs associated with Hardware Replacement fall outside the scope of this Agreement. The purchase costs, inclusive of shipping and/or handling charges and associated taxes, installation and/or configuration costs of additional hardware fall outside the scope of this Agreement. In the event that the Client submits a

modifications of equipment.

- Authorized Contact detailing any and all charges associated with the replacement of such hardware or devices. Any Hardware Replacement approved by the Client shall be billed separately from Managed Services Fees and in accordance with the provisions detailed within each respective Quote.
- f. **Compliance Costs.** Any costs associated with any hardware and/or software upgrades required by the Minimum Compliance Standards are outside the scope of this agreement and shall be billed by Net-Tech Consulting to the Client separately from Managed Services Fees.
  - g. **Software Costs.** In the event that the Client submits a request to Net-Tech Consulting to purchase any software, Net-Tech Consulting shall present a Quote to the Client's Authorized Contact detailing any and all charges associated with such request. Any Software Costs approved by the Client's Authorized Contact shall be billed separately from Managed Services Fees in accordance with the provisions detailed within each respective Quote.
  - h. **Manufacturer Support.** Any cost associated with a third- party vendor, manufacturer support or incident fees of any kind are outside the scope of this agreement.
  - i. **Non-Warranty.** Items not covered by the manufacturer's warranty are outside the scope of this agreement. Items such as, but not limited to, replacement parts may result in Hardware Replacement charges.
  - j. **Environmental Repairs.** Equipment servicing or repair necessitated due to unreasonable adverse environmental conditions or equipment applications beyond those uses in which the equipment was designated for are outside the scope of this Agreement. Services necessitated due to adverse conditions shall incur additional charges which shall be the sole liability of the Client consistent with both Hardware Replacement and/or service fees detailed within the Published Price List.
  - k. **Unauthorized Alterations and/or Modifications.** Service and/or repair made necessary by the attempted repair, alteration or any modification whatsoever of computing equipment covered by this Agreement by anyone other than Net-Tech Consulting or any third party specifically authorized by Net-Tech Consulting will be subject to separate additional charges including but not limited to Hardware Replacement, Software Costs and the fees detailed within the Published Price List. This includes, but is not exclusive to repairs, alterations, software installations or

- l. **External Data Recovery.** External recoveries of any software, data, file structures, or file security necessitated due to failed hard drives are not covered under the terms of this Agreement. In the event that the Client submits a request to Net-Tech Consulting to recover any lost software, data, file structures, or file security, Net-Tech Consulting shall present a Quote to the Client's Authorized Contact detailing any and all charges associated with the recovery of such data. Any External Data Recovery charges approved by the Client's Authorized Contact shall be billed separately from

Managed Services Fees and in accordance with the provisions detailed within each respective Quote.

- m. **Programming.** Modification of any source code and/or programming with regard to software, in addition to software maintenance are outside the scope of this Agreement. Further, any attempt at as much by any party other than the manufacturer will likely void the manufacturer's warranty. In the event that the Client or any agent of the Client attempts to modify software being utilized in any way, shape or form, causing the manufacturer's warranty to become void, Software Costs may apply.
- n. **Training.** Training Services of any kind are outside the scope of this agreement.

**22. LIMITATION OF LIABILITY.** NET-TECH CONSULTING ASSUMES NO LIABILITY FOR SOFTWARE INSTALLED BY THE CLIENT ON ANY COMPUTER SYSTEM THAT NET-TECH CONSULTING MAY WORK ON. NET-TECH CONSULTING ASSUMES NO LIABILITY FOR SOFTWARE INSTALLATION RESULTING IN LOSS OF DATA. CLIENT IS RESPONSIBLE FOR MAINTAINING ADEQUATE BACKUPS OF SERVERS, LOCAL DESKTOP WORKSTATIONS AND LAPTOPS. NET-TECH CONSULTING IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL, LIQUIDATED, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, COSTS FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, RECOVERING, REPROGRAMMING, OR THE CONFIDENTIALITY OF DATA. NET-TECH CONSULTING SPECIFICALLY DOES NOT GUARANTEE THAT NET-TECH CONSULTING WILL BE ABLE TO REPAIR ANY EQUIPMENT THAT NET-TECH CONSULTING IS ATTEMPTING TO REPAIR. SOFTWARE UPDATES ARE THE RESPONSIBILITY OF THE MANUFACTURER WHO DISTRIBUTES THE SOFTWARE. NET-TECH CONSULTING IS NOT RESPONSIBLE FOR INCOMPATIBILITIES WITH NEW OPERATING SYSTEMS AND SOFTWARE THAT HAS NOT BEEN UPDATED TO WORK IN TANDEM WITH THE CURRENTLY INSTALLED OPERATING SYSTEM(S). FROM TIME TO TIME NET-TECH CONSULTING MAY PROVIDE ADVICE WITH RESPECT TO ITS PERFORMANCE HEREUNDER WHICH CLIENT IS ENTITLED TO BUT NOT OBLIGATED TO RELY OR ACT UPON AND NET-TECH CONSULTING SHALL BE WITHOUT LIABILITY FOR ANY ACTION TAKEN OR NOT TAKEN BY CLIENT PURSUANT TO SUCH ADVICE. IN NO EVENT SHALL NET-TECH CONSULTING LIABILITY

EVER EXCEED THE AMOUNT OF CONTRACT PAID FOR THE PREVIOUS 12 MONTHS.

**23. WARRANTIES.** NET-TECH CONSULTING ASSIGNS ITS RIGHTS TO CLIENT UNDER ANY WARRANTY AGREEMENTS COVERING THE HARDWARE AND SOFTWARE, WHICH MAY EXIST BETWEEN NET-TECH CONSULTING AND ITS SUPPLIERS. THE CLIENT RECOGNIZES THAT ALL HARDWARE AND SOFTWARE IS SOLD AS IS AND THAT ALL HARDWARE & SOFTWARE IS SOLD WITHOUT WARRANTY OF ANY KIND - EXPRESSED OR IMPLIED - INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THAT NET-TECH CONSULTING IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR ECONOMIC LOSS ARISING OUT OF OR RELATED TO HARDWARE, SOFTWARE, CUSTOMIZATION OR TRAINING PROVIDED. CLIENT RECOGNIZES THEIR RESPONSIBILITY TO TEST ALL PROGRAMS BEFORE RELYING ON THEM.

IT MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO ANY THIRD PARTY PRODUCTS, THIRD PARTY CONTENT OR ANY SOFTWARE, EQUIPMENT, OR HARDWARE OBTAINED FROM THIRD PARTIES.

**24. LIMITATIONS OF TECHNOLOGY.** THE CLIENT ACKNOWLEDGES THAT TECHNOLOGIES ARE NOT UNIVERSALLY COMPATIBLE, AND THAT THERE MAY BE PARTICULAR SERVICES OR DEVICES THAT NET-TECH CONSULTING MAY BE UNABLE TO MONITOR, MANAGE, OR PATCH. NET-TECH CONSULTING AGREES TO INFORM CLIENT WHEN SUCH A SITUATION EXISTS. THE CLIENT AGREES TO CORRECT THE SITUATION IF APPLICABLE, AND TO HOLD NET-TECH CONSULTING HARMLESS IN ANY CASE. BECAUSE THERE ARE RISKS ASSOCIATED WITH APPLYING AND FAILING TO APPLY SOFTWARE PATCHES, NET-TECH CONSULTING CONSISTENTLY REVIEWS AND UPDATES ITS BEST PRACTICES BASED ON THE RELATIVE THREATS TO SOFTWARE PATCH DELIVERY TIMING. EVERY REASONABLE EFFORT IS MADE TO BALANCE THE REDUCTION OF VULNERABILITIES WITH THE SLIGHT DESTABILIZATION RISK ASSOCIATED WITH APPLYING NEW SOFTWARE PATCHES TO OTHERWISE STABLE SYSTEMS. SOFTWARE PATCH DEFINITIONS AND ANTIVIRUS DEFINITIONS ARE DISTRIBUTED BY THEIR RESPECTIVE SOFTWARE MANUFACTURERS, AND AS SUCH, NET-TECH CONSULTING HAS NO DIRECT CONTROL OVER THE EFFECTIVENESS OR LACK THEREOF OF THE SOFTWARE BEING APPLIED. NET-TECH CONSULTING SHALL NOT BE HELD RESPONSIBLE FOR INTERRUPTIONS IN SERVICE DUE TO SOFTWARE PATCHES RELEASED AND INSTALLED BY SOFTWARE MANUFACTURERS.

**25. Term; Termination.**

a. The term of this Agreement is effective upon the invoice date reflected on Net-Tech Consulting's first monthly invoice to the Client for Managed Services Fees following the execution date of this Agreement ("**Effective Date**"), and shall remain in force for a term of twelve (12) months thereafter ("**Initial Term**"). Further, the term of this Agreement shall continue to automatically renew for additional twelve (12) month periods on each respective anniversary of the Effective Date ("**Renewal Term**") unless either the Client or Net-Tech Consulting notifies the other party in writing of its intent not to renew at least thirty (30) days before the expiration of the Initial Term and each Renewal Term thereafter. Managed Services Fees, detailed within Appendix B, shall increase at a compounded rate of two and one half percent (2.5%) above the rate charged during the preceding term upon each respective

Renewal Term.

b. Either Net-Tech Consulting or Client may terminate any respective Renewal Term, without cause, upon sixty (60) days written notice to the other Party. Client agrees not to terminate this Agreement during the Initial Term. In the event that the Client chooses to terminate this agreement prior to the end of any Renewal Term, the remaining contractual balance associated with any respective Renewal Term will become immediately due and owing. To determine the remaining contractual balance, Net-Tech Consulting shall take the average of the Client's previous six (6) month's billings for Managed Services Fees and multiply that amount by the number of months remaining within the respective Renewal Term less. If Client provides 90 day written notice of termination of services Net-Tech Consulting will release the client at the end of the 90 days and no payment is due on remainder of balance of contract. Client understands that if there is an active Microsoft agreement in place that this will have to be satisfied to term until a full separation can occur between both parties.

Managed Services Fees billed during the required sixty (60) days' notice period.

c. This agreement may be terminated by either Party at any time, other than for the provision pertaining to non-payment by the Client as prescribed in section four (4) of this Agreement, in the event that the other Party:

1. Fails to fulfill in any material aspect of its obligations under this Agreement and does not cure such failure within thirty (30) days of receipt of written notice from the aggrieved Party.
2. Breaches any material term or condition of this Agreement and fails to remedy such breach within thirty (30) days' of receipt of written notice from the breached Party.
3. Terminates or suspends its business operations, unless succeeded by a permitted assignee under this Agreement.
4. In the event of a termination for non-payment as described within section four (4) of this agreement, Net-Tech Consulting shall be entitled to the accelerated fees as described within section twenty five (25) (b) of this agreement. In addition to the fees described within the preceding sentence, Net-Tech Consulting shall also be entitled to any and all reasonable attorneys' fees, plus all other costs and expenses of collection and enforcement, including any fees incurred in connection with such proceedings or collection of such amounts.

d. In the event that either Party terminates this agreement, Net-Tech Consulting will assist the Client on a best efforts basis with regard to the orderly termination of services, including the timely transfer of the services to another designated provider. The Client agrees to pay to Net-Tech Consulting the actual costs associated with rendering such assistance in accordance with the Published Price List.

e. **Removal of Sites, Agents or Devices.** Except as otherwise stated in this Agreement, the Client may remove Client Locations, computer equipment or agents from its servers and/or desktops (**collectively, "Devices"**) at any time by notifying Net-Tech Consulting directly via email to help@net-tech.cloud. The removal of Devices shall impact the affected Devices only, and such activity shall not be deemed to be a termination, or notice of termination, of this Agreement or any subscription to Net-Tech Consulting ' services offered under this Agreement. The Client shall be responsible for any fees accrued prior to the removal of Devices, and fees accrued through the Initial Term or

Renewal Term.

f. **No Liability for Termination.** Net-Tech Consulting shall not be liable to the Client or any to third party with regard to compensation, reimbursement, losses, expenses, costs or damages arising from or related to, directly or indirectly, to the termination of this agreement for any reason.

**26. Hardware/Software/Services and Other Computer-related Product Purchasing.** Net-Tech Consulting reserves the right to act as a purchasing agent for all computer software, hardware and/or computer related items on behalf of the Client throughout the term of this Agreement for a fee. Purchase authorization, upon an Authorized Contact's approval of each respective Quote, must be secured with a major credit card, company check or ACH transfer to Net-Tech Consulting ' bank account prior to the procurement of any hardware, software or labor by Net-Tech Consulting .

**27. Software Licensing:** Net-Tech Consulting will not support any unlicensed software whatsoever. The Client represents that all software utilized is licensed by the appropriate manufacturer. In the event that the client is utilizing any unlicensed software on any of its Devices, the Client is responsible to notify Net-Tech Consulting of such, so that a remediation plan can be prepared and implemented to assist client in achieving one hundred percent (100%) compliance with regard to software licensing. In the event that any illegal or unlicensed software is currently being or may be utilized, Software Costs may apply to achieve one hundred percent (100%) compliance.

**28. Recruiting or Hiring of Net-Tech Consulting Employees.** The Client agrees to not recruit, hire or retain any of Net-Tech Consulting ' staff and/or outside subcontractors for employment or work of any kind relating to any of the services described herein, either as an employee or an independent contractor, except through Net-Tech Consulting , throughout the duration of this Agreement and for a period of thirty-six (36) months upon termination of this Agreement. Remedies for the willful violation of the terms of the aforementioned covenant may include, but are not limited to, the following: injunctive relief, direct and indirect damage due to lost revenue, hiring and training of replacement employees, related attorney fees and court costs.

**29. Confidentiality.** Net-Tech Consulting acknowledges that the Client possesses certain Confidential Information that constitutes a valuable and unique asset. As used herein, the term Confidential Information includes all information and materials belonging to, used by, or in the possession of the Client relating to its products, processes, services, technology, invention, patents, ideas, contracts, financial information, developments, business strategies, pricing, current and prospective customers, marketing plans, work product and trade secrets of every kind and character, but shall not include (i) information that was already within the public domain at the time the information is acquired by Net-Tech Consulting , (ii) information received by Net-Tech Consulting at any time from a source other than Client, lawfully having possession of and the right to disclose such information, or (iii) information that has

subsequently becomes public knowledge through no act or omission of Net-Tech Consulting . Net-Tech Consulting agrees that all of the Confidential Information is and shall continue to be the exclusive property of the Client, whether or not prepared in whole or in part by Net-Tech Consulting and whether or not disclosed to or entrusted to Net-Tech Consulting . Net-Tech Consulting agrees that it shall not knowingly use or disclose, in any manner, any Confidential Information belonging to the Client.

**30. Relationship of the Parties.** Net-Tech Consulting is and shall always remain that of an independent contractor. Nothing contained within this Agreement shall be construed as creating an employer-employee relationship between the Parties or as a guarantee of future employment or engagement. Net-Tech Consulting further agrees to be responsible for all of federal and state taxes,

including, but not limited to, withholding, social security, payroll taxes associated with its status as an independent contractor. Net-Tech Consulting shall be liable to obtain and maintain its own insurance policies and other benefits for its employees.

**31. Force Majeure.** NET-TECH CONSULTING SHALL NOT BE DEEMED IN DEFAULT OF THIS AGREEMENT, NOR SHALL IT HOLD THE CLIENT RESPONSIBLE FOR, ANY CESSATION, INTERRUPTION OR DELAY IN THE PERFORMANCE OF ITS OBLIGATIONS (EXCLUDING PAYMENT OBLIGATIONS) DUE TO EARTHQUAKE, FLOOD, FIRE, STORM, NATURAL DISASTER, ACT OF GOD, WAR, TERRORISM, ARMED CONFLICT, LABOR STRIKE, LOCKOUT, BOYCOTT OR OTHER SIMILAR EVENTS BEYOND THE REASONABLE CONTROL OF THE PARTY, PROVIDED THAT THE PARTY RELYING UPON THIS PROVISION: (I) GIVES PROMPT WRITTEN NOTICE THEREOF, AND (II) TAKES ALL STEPS REASONABLY NECESSARY TO MITIGATE THE EFFECTS OF THE FORCE MAJEURE EVENT. IF A FORCE MAJEURE EVENT EXTENDS FOR A PERIOD IN EXCESS OF 30 DAYS IN THE AGGREGATE, EITHER PARTY MAY IMMEDIATELY TERMINATE THIS AGREEMENT UPON WRITTEN NOTICE.

**32. Enforceability of Surviving Parts**

- a. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless made in writing and signed by each Party hereto.
- b. **Entire Understanding.** This document and any exhibit attached hereto constitute the entire understanding and agreement between the Parties, and any and all prior agreements, understandings and/or representations are hereby terminated and canceled in their entirety and are of no further force and effect.
- c. **Unenforceability of Provisions.** If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

**33. Insurance.** Net-Tech Consulting will maintain throughout the term of this agreement, Texas statutory limits for Texas State disability and workers compensation and computer consultants' professional liability insurance, inclusive of errors and omissions coverage.

**34. Assignment.** The Client has no right to sell, transfer, assign or sublet this Agreement without the express written approval of Net-Tech Consulting. Net-Tech Consulting may sell, assign, or transfer this Agreement only to (a) any controlled subsidiary; (b) any joint venture in

which it is a participant; (c) a company that acquires any or all, or substantially all of the assets of Net-Tech Consulting.

**35. Miscellaneous**

- a. **Governing Law.** This agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to conflict of law principles.
- b. **Construction.** The headings and captions of this Agreement are provided for convenience only and are intended to have no effect in construing or interpreting this Agreement.
- c. **Non-Waiver.** No failure or neglect of either party hereto in any instance to exercise any right, power or privilege hereunder or under law shall constitute a waiver of any

other right, power or privilege or of the same right, power or privilege in any other instance. Any and all waiver(s) by either Party hereto must be contained in a written instrument signed by a duly authorized representative of each of the Parties hereto.

- d. **Notices.** Any notice, request, consent or approval required or permitted to be given under Certified or Registered Mail, with postage prepaid, or e-mail, if to Net-Tech Consulting :

Net-Tech Consulting DBA: Net-Tech Consulting . Attn: Zachary Kinder  
6090 Surety Ste. 295  
El paso TX, 79905

If to the Client:

**The Town of Horizon City**

14999 Darrington Dr. Horizon City 79928 **Statute of Limitation.** No action, regardless of form, arising out of this Agreement, may be brought by either Party more than six (6) months from the last date of payment.

- e. **Indemnification. 1.** The Client shall at all times indemnify and hold Net-Tech Consulting harmless against and from all losses, liability, expenses, and other detriments of every nature and description to which the Client may be subjected by reason of any act or omission of Net-Tech Consulting , its subcontractors, consultants, agents, officers, directors, and employees where such loss, liability, expense or other

detriment arises out of or in connection with the performance of the work, including, but not limited to, personal injury (including death) and loss of or damage to property of the Client or others.

2. Net-Tech Consulting hereby agrees to indemnify and hold client harmless against and from all losses, liability, expenses, and other detriments of every nature and description to which the client may be subjected by reason of any act or omission of Net-Tech Consulting , its subcontractors, consultants, agents, officers, directors, and employees where such loss, liability, expense or other detriment arises out of or in connection with Net-Tech Consulting gross negligence or willful breach of this Agreement.

- f. **Third Party Investigations of Client.** Client shall reimburse Net-Tech Consulting for all costs and expenses (including reasonable attorneys' fees and costs) incurred by Net-Tech Consulting resulting from any third-party investigation of the acts or practices of Client including, without limitation, any costs or expenses related to compliance with any third party subpoena or other discovery request. Should Net-Tech Consulting be served with a third party subpoena in connection with Services it performed for Client, Net-Tech Consulting shall promptly advise Client and consult with Client regarding Net-Tech Consulting 's response to the subpoena to the extent the subpoena seeks Client data, documents, or information pertaining to Client so that Client may have an opportunity to seek appropriate relief

## Acceptance of Master Services Agreement

Client signatory represents and warrants that it has full corporate power and authority to legally bind the Client by executing this Agreement. This Agreement represents the entire agreement between the Parties. The Client hereby acknowledges that it will adhere to Net-Tech Consulting 's Minimum Compliance Standards. As authorized agents of the Parties entering into this Agreement, the undersigned representatives acknowledge the full contents of said agreement as being acceptable and legally binding.

**Accepted by: The Town of Horizon City**

**Accepted by: Net-Tech Consulting**

**Name**

Title:

Date:

Authorized Signature: \_\_\_\_\_

Name: Zachary Kinder

Title: President

Date:

Authorized Signature: \_\_\_\_\_

# The Town of Horizon City

## Appendix A

Managed Services Description	Frequency	Included in Monthly Maintenance
<b>General</b>		
Creation of IT Policy	Annually	YES
Executive technology reports of work accomplished.	As needed	YES
Onsite Visits	As needed	NO
25% Discount Rate on Select IT Services from Effective Published Price List	Ongoing	YES
Vendor Liaison & In-House Computer Services	Ongoing	YES
<b>Network Monitoring</b>		
Hardware integrity and reliability (firewall, network switches)	Daily/hourly	NO
Anti-virus protection (Endpoint Agent)	Daily/hourly	YES
Anti-Spam Protection (Cloud Edge Service)	Daily/hourly	YES
Intrusion Prevention System Monitoring (If available)	Daily/Hourly	YES
Managed Application Whitelisting	Daily/Hourly	YES
Internet Service Provider Monitoring	Daily/hourly	NO
Uninterruptible Power Supply Monitoring (UPS) (if available)	Daily/hourly	YES
<b>Servers</b>		
Add and Remove Users	As needed	YES
Ensure that all server services are running	Daily	YES
Keep Service Pack and Hot fixes current as per company policy	Monthly	YES
Check event log and identify any potential issues	As needed	YES
Monitor hard drive free space on servers	Daily/hourly	YES
Server Reboots	As needed	YES
Optimize Server for Maximum Performance and reliability	As needed	YES
Scheduled off time server maintenance	As needed	YES
Install Operating System and Server Application or Upgrades	As needed	YES
Set up and maintain user groups (accounting, admin, printers, sales, warehouse)	As needed	YES
Install and test New Servers	As needed	NO
Check status of backups	Daily	YES
Perform restores	As Needed	YES
Alert primary contact to Critical Events	As needed	YES
<b>Desktops</b>		
Access to Client Support Portal	As needed	NO
Application and Operating Systems troubleshooting	As needed	NO
Virus and Malware Detection & Removal	Daily/hourly	YES
Operating System and Third Party Security Updates and patches	As needed	YES
Printer Deployments	As needed	NO
New User configurations	As needed	NO
New Installation of Workstations (Laptops or Desktops)	As needed	NO
Major Upgrades of Operating System	As needed	NO
Installation of Major Desktop Software Applications	As needed	NO
<b>Mobile Devices (Tablets, Phones)</b>		
Client Email Configurations	As Needed	NO
In-House App Deployments (if applicable)	As Needed	NO
Create and Distribute Configuration Profiles (if applicable)	As Needed	NO

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# The Town of Horizon City

## Appendix B

### Managed IT Services

Office 365/Azure Servers	Qty	Price	Per Unit Price
Proactive Support/Management	1	\$2000	\$2000
Support Services	1	\$2000	\$2000
Cloud Managed Servers***	1	\$5500	\$2000
<b>Fees</b>			
One-Time Cloud Migration Fee	\$5000		
Monthly Recurring Fee (before tax)	\$9500		

\* Total monthly fees are based on the initial end user counts provided to Net-Tech Consulting . The aforementioned gross, monthly fees may vary based on the total number of authorized end users supported by Net-Tech Consulting during each respective month in addition to any change orders that may be requested from time to time.

\*\*\* The Town of Horizon understands that this number can change and will be reviewed with Executive management team that has decision making authority on a quarterly basis. Unless there is significant grown in magnitudes of more than 10% a quarter in personnel we don't expect this number to change much or at all.

# The Town of Horizon City

Covered Location(s):

Appendix B (Continued) Locations

**Primary Location**

**14999 Darrington Dr. Horizon City 79928**

**Authorized Contacts:**

**Primary:** Josue Mendoza

**Additional Contacts:** Name \_\_\_\_\_ Title: \_\_\_\_\_

**Additional Contacts:** Name \_\_\_\_\_ Title \_\_\_\_\_

# Enduraplas

## Appendix C

### NET-TECH CONSULTING MINIMUM COMPLIANCE STANDARDS

1. A business grade operating system is required for all Microsoft Windows based devices covered by this Agreement or used to access any resource covered in this Agreement and be actively supported by Microsoft with all of the latest critical updates installed.
2. All devices covered by this agreement or used to access any resource covered by this Agreement with Apple Operating systems must be actively supported by Apple with the most recent Critical updates installed.
3. Operating systems, business critical applications and desktop applications must be genuine, licensed and actively supported by the developer.
4. All Windows PC's must have a minimum of an Intel Core i3 processor, and a minimum of 4GB of RAM.
5. All Apple hardware must actively be supported by Apple, not deemed to be vintage by Apple, and have a minimum of 4GB of RAM.
6. All Windows Servers must have a minimum of an Intel Xeon quad core processor, and a minimum of 8GB of RAM.
7. The computing environment must have a Net-Tech Consulting approved anti-virus solution protecting all servers, desktops, and laptops.
8. The computing environment must have a hardware-based, business class firewall and router with an active maintenance support agreement from the manufacturer.
9. All wireless data traffic in the environment must be securely encrypted; all wireless access points must be business class and have an active maintenance support agreement from the manufacturer.
10. Business class broadband internet connection with a publicly routable static IP address and a minimum of 15Mbps Download and 2Mbps upload speed is required. Higher specifications may be required for certain computing environments.
11. In order to receive the required patching, maintenance tasks and reboots to be completed on End-User desktops and laptops covered by this Agreement, each respective End-User must save all their files, log off, and leave their desktop or laptop device(s) turned on during the maintenance hours of Monday through Friday, 8:00pm-6:00am Central Standard Time.
12. Devices managed by Net-Tech Consulting must be a recorded asset and all management software must be installed and working properly.
13. A Net-Tech Consulting approved Business class backup solution with an active maintenance agreement is required.
14. All End-User desktops and laptops will be configured with Standard account privileges. Net-Tech Consulting will maintain administrative account privileges for these devices. Administrative privileges may be provided to the primary contact upon written request.
15. Minimum Compliance Standards are subject to change at any time.

# The Town of Horizon City

## Appendix D

### EMERGENCY REQUESTS (End-Users Only)

1. An End-User's workstation is unavailable for one or more of the following reasons:
  - a. Boot/startup issue, virus, malware, and any other issue that is widely considered to be similar in nature which prevents the End-User from performing a significant portion of their day-to-day duties.
2. A Critical End-User application is Unavailable for use on an End-User's workstation:
  - a. "Critical" indicates that the application is necessary for the End-User to continue work for the day with no known workaround.
  - b. "Unavailable" indicates that the application fails to operate as needed to continue work. Applications that are common in nature where Net-Tech Consulting would be expected to have a reasonable level of expertise in addressing periodic Unavailability of such applications. Custom applications and/or applications which are reasonably obscure in nature are excluded.

# The Town of Horizon City

## Appendix E

### EMERGENCY REQUESTS (Devices Only)

1. Any Device is infected with virus, malware, Trojan, or any other reasonably similar attack method.
2. Network downtime:
  - a. Any downtime where Client's network is unavailable to reach the internet or server.
  - b. Including, but not limited to, issues related to firewalls, routers, network switches and wireless access points.
3. Server outages:
  - a. "Downtime" indicates an event where Client's servers are unavailable preventing the End-Users from performing a significant portion of their day-to-day duties.
4. Server Repairs:
  - a. Any instance where repairs to a Client's server are necessary to prevent total failure of the device.
  - b. Repairs shall include hardware failure, software failure and any other failure which is considered to be reasonably similar in nature.

**ORDINANCE NO. \_\_\_\_\_**

**BUDGET FOR FISCAL YEAR 2023-0224**

**AN ORDINANCE OF THE TOWN OF HORIZON CITY, TEXAS  
ENACTING THE MUNICIPAL BUDGET FOR FISCAL YEAR 2023-  
2024; FUNDING MUNICIPAL PURPOSES; AUTHORIZING  
EXPENDITURES; AND PROVIDING FOR REPEALER AND  
SEVERABILITY CLAUSES**

**WHEREAS**, the City Council of the Town of Horizon City ("City Council") seeks to enact and otherwise approve the Town of Horizon City ("City) budget for Fiscal Year 2023-2024 to cover proposed expenditures for the succeeding fiscal year;

**WHEREAS**, the succeeding fiscal year commences October 1, 2023;

**WHEREAS**, the City Council finds that the proposed budget is for legitimate municipal purposes, and thus is statutorily authorized by Texas Local Government Code Chapter 102 and is further authorized by Sections 5.04 and 5.05 of the Town of Horizon City Charter;

**WHEREAS**, pursuant to Texas Local Government Code Section 51.00, the City has general authority to adopt an ordinance that is for the good government, peace, or order of the City and is necessary or proper for carrying out a power granted by law to the City;

**WHEREAS**, pursuant to Texas Local Government Code Chapter 101.002, the City Council may manage and control the finances of the municipality;

**WHEREAS**, the City Council finds that it is necessary and proper for the good government, peace, or order of the Town of Horizon City to adopt an ordinance establishing a budget for the upcoming fiscal year;

**WHEREAS**, the City has satisfied all statutory requirements for public notices and public hearings regarding the attached budget.

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

**1. FINDINGS OF FACT**

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

**2. ENACTMENT**

A. The Town of Horizon City' s budget for Fiscal Year 2023-2024, is attached hereto as *Attachment " A "* and incorporated into this Ordinance for all intents and purposes.

B. The Street Fund, effective October 1, 2013, and reauthorized on November 7, 2017, and May 2, 2021, is derived from sales tax revenue designated for making repairs and accomplishing maintenance and repair of streets existing within the Town of Horizon City as of November 2, 2010. Such funding shall be allocated and expended as provided by applicable state statutes.

C. The Economic Development Fund, effective October 1, 2013, is derived from sales tax revenue designated for use by the Horizon City Type 4B Economic Development Corporation ("EDC) in accordance with Chapter 505 of the Local Government Code. The Mayor of the City is authorized to transfer funds in the Economic Development Fund to the Horizon City Type 4B Economic Development Corporation for the use by the EDC as necessary and appropriate, or to direct the expenditure of the funds on behalf of the EDC in accordance with directives approved by the EDC Board of Directors.

D. The Mayor is hereby authorized to administratively make all necessary budget and fund transfers in conjunction with reimbursements made to the City by the Horizon City Type 4B Economic Development Corporation for the provision of City services to the EDC.

E. Department heads are hereby authorized to make administrative budget transfers not to exceed ten thousand dollars (\$10,000) each, provided that each transfer is within the same department. Budget transfers for personal services appropriations, capital acquisition appropriations, or impacting revenue accounts require the written approval of the Mayor.

F. The Mayor is authorized to make administrative budget transfers not to exceed twenty-five thousand dollars (\$25,000) each between departments and/or funds, to the extent permitted by law.

G. Budget transfers not exceeding one hundred thousand dollars (\$100,000) each may be authorized by a motion or resolution of the City Council at the same time as, and in conjunction with the approval of any expenditure to include a contract, purchase order or other authorization to procure goods or services; provided that each transfer is within the same department.

H. The Mayor or his designee is hereby authorized to administratively establish budgets for grants and similar awards when the applications or agreements relating to the grant or award have been approved by the City Council.

I. The Mayor is hereby authorized to accept, and appropriate funds associated with donations made to the City in the amount of one thousand dollars (\$1,000) or less; the City Council may by motion or resolution establish budgets for any other donations at the same time and in conjunction with accepting such donations.

J. The Mayor or designee is authorized to continue the Building Services Technology Fund by depositing into a separate fund in the city treasury the technology fee surcharge added to all building permits that are assessed and collected, which fee was authorized by the City Council Resolution on June 12, 2018 to enable the Building Services Department to collect a specified amount for the purpose of maintaining and upgrading their technology for the issues of permits and related building services, administered by or under the direction of the City Council.

### **3. FILING OF THE BUDGET**

The City Clerk shall attach any required cover page to the adopted budget, file the budget in her office, and post a copy of the budget, including the cover page, on the website of the Town of Horizon City. The City Clerk shall post the record vote on the budget on the website until September 15, 2024, or the date the budget for the next fiscal year has been approved by the City Council.

### **4. REPEALER**

To the extent reasonably possible, ordinances are to be read together in harmony. However, all ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

### **5. SEVERABILITY**

Should any of the clauses, sentences, paragraphs, sections, or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

### **6. EFFECTIVE DATE**

This Ordinance shall be effective upon passage as provided for by law to adopt the budget for the Town of Horizon City for the fiscal year starting October 1, 2023.

### **7. PROPER NOTICE & MEETING**

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of the meeting was given as required by the Open Meetings Act, Texas Government Code Chapter 551. Notice was also provided as required by Section 52.011 and Section

102.0065 of the Texas Local Government Code.

**PASSED & APPROVED** this, the \_\_\_\_\_ day of September 2023, by a vote of \_\_\_\_\_ (*ayes*) to \_\_\_\_\_ (*nays*) to \_\_\_\_\_ (*abstentions*) of the City Council of Horizon City, Texas. (A record vote, if required, shall be recorded in the minutes of the Town of Horizon City.)

(Signatures on next page)

**TOWN OF HORIZON CITY**

*By:* \_\_\_\_\_  
Andres Renteria, Mayor

**ATTEST:**

*By:* \_\_\_\_\_  
Elvia Schuller, City Clerk

**APPROVED AS TO FORM:**

*By:* \_\_\_\_\_  
Sylvia Borunda Firth  
City Attorney

*Attachment “A”*

**Town of Horizon City  
Fiscal year 2023-2024 Budget**

**ORDINANCE NO. \_\_\_\_\_**  
**TOWN OF HORIZON CITY**  
**2023 TAX LEVY ORDINANCE**

**AN ORDINANCE OF THE CITY COUNCIL OF THE TOWN OF HORIZON CITY, TEXAS, APPROVING THE 2023 AD VALOREM TAX RATE AND LEVY OF ASSESSED VALUATION OF ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY; PROVIDING FOR PENALTIES AND INTEREST; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; SEVERABILITY; SAVINGS CLAUSE; PUBLICATION AND EFFECTIVE DATE.**

**WHEREAS**, a budget to appropriate revenues generated for the use and support of the municipal government of the Town of Horizon City has been approved and adopted by the City Council of the Town of Horizon City as required by Section 102.009 of the Texas Local Government Code;

**WHEREAS**, the no-new revenue tax rate is the rate that will raise the same amount of property tax revenue from the same properties in both the 2022 tax year and 2023 tax year;

**WHEREAS**, the tax rate proposed by the City Council of the Town of Horizon City is higher than the no-new revenue tax rate;

**WHEREAS**, the **voter approved rate** is the highest tax rate the City Council of the Town of Horizon City may adopt without voter approval;

**WHEREAS**, City Council of the Town of Horizon City proposes to adopt the **voter approved rate** for tax year 2023;

**WHEREAS**, a notice of the hearing on a proposed tax levy was published in the official newspaper for notice designated by the Town of Horizon City on August 31, 2023; and

**WHEREAS**, a public hearing on the proposed tax levy were held on September 12, 2023 as required by State law.

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

**1. APPROVAL OF 2023 TAX RATE AND LEVY**

That there be and is hereby levied and shall be assessed and collected for the year 2023, on all taxable property, real, personal and mixed, situated within the city limits of the Town of Horizon City, Texas (City), and not exempt by the Constitution of the State and valid state laws, voter approved ad valorem tax rate of 57.4491 cents (\$0.574491) on each One Hundred Dollars (\$100.00) assessed value of taxable property remains unchanged, and shall be apportioned and distributed as follows:

- (a) For the purpose of defraying the current expenses and budget of the municipal government of the City (maintenance and operations), a tax rate of 35.9978 cents (\$0.359978) on each One Hundred Dollars (\$100.00) assessed value of taxable property.
- (b) For the purpose of creating a sinking fund to pay the interest and principal maturities on all outstanding debt of the Town of Horizon City, not otherwise provided for, a tax rate of 21.4513 cents (\$0.214513) on each one hundred dollars (\$100.00) of assessed value of taxable property within the Town of Horizon City and shall be applied to the payment of interest and maturities of all such outstanding debt.

For purposes of disclosure regarding the Maintenance and Operations Tax Rate:

**THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.**

**AND**

**THE TAX RATE WILL EFFECTIVELY BE RAISED BY 3.50 PERCENT (3.50%) AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$12.17.**

**1. ASSESSMENT AND COLLECTION OF TAXES; PENALTIES AND INTEREST**

All taxes shall be collected by the person(s) authorized as the Tax Assessor /Collect or for the Town of Horizon City, in accordance with the Interlocal Governmental Agreement entered into by the Town for such purposes. All taxes shall become a lien upon the property against which assessed and the person(s) authorized as the Tax Assessor/Collector for the Town of Horizon City, Texas , shall by virtue of the tax rolls, fix and establish a lien by levying upon such property, whether real or personal , for the payment of said taxes, penalty and interest, and the

penalty and interest collected from such delinquent taxes shall be appropriated for the general fund of the Town of Horizon City, Texas.

## **2. FINDINGS OF FACT**

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

## **3. SEVERABILITY CLAUSE**

That if any section, subsection, paragraph, clause, phrase, or provision of this Ordinance shall be adjudged invalid or held unconstitutional, the same shall not affect the validity of this Ordinance as a whole or provision thereof, other than the part so decided to be invalid or unconstitutional.

## **4. SAVINGS CLAUSE**

That all previous tax levy ordinances shall remain in full force and effect, save and except as amended by this Ordinance.

## **5. PUBLICATION CLAUSE**

The City Clerk of the Town of Horizon City, Texas, is hereby directed to post the notice required by Section 26.05 of the Texas Tax Code on the Town's website.

## **6. EFFECTIVE DATE**

The necessity for making and approving the tax levy for the year, as required by the laws of the State of Texas, requires that this Ordinance shall take effect immediately from and after its passage, as the law in such case provides.

## **7. PROPER NOTICE & MEETING**

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

**PASSED & APPROVED** this, the \_\_\_\_ day of September 2023, by a vote of \_\_\_\_\_ (*ayes*) to \_\_\_\_\_ (*nays*) to \_\_\_\_\_ (*abstentions*) of the City Council of Horizon City, Texas.

**TOWN OF HORIZON CITY**

*By:* \_\_\_\_\_  
**Andres Renteria, Mayor**

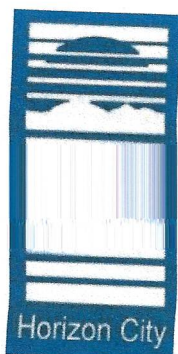
**ATTEST:**

*By:* \_\_\_\_\_  
**Elvia Schuller, City Clerk**

**APPROVED AS TO FORM:**

*By:* \_\_\_\_\_  
**Sylvia Borunda Firth  
City Attorney**

First Reading \_\_\_\_\_  
Second Reading \_\_\_\_\_



**TOWN OF HORIZON CITY  
MEMORANDUM**

**Date:** September 8, 2023  
**To:** Honorable Mayor and Members of City Council  
**From:** Teresa Quezada, CIP Manager  
**SUBJECT:** On a Resolution adopting the updated Capital Improvement Program for FY 2024 - FY 2026

*Teresa Quezada 9/8/2023*

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Per the City Charter, staff is presenting the three-year Capital Improvement Program (CIP) for Council's consideration. The CIP includes projects funded through the 2014 Certificates of Obligation, 2019 Certificates of Obligation (2018 CIP), 2023 Certificates of Obligation, (2023 CIP), federal funds distributed through the El Paso Metropolitan Organization (MPO), anticipated TRZ funds, anticipated TIRZ funds, and other potential funding sources that staff intends to pursue.

Notice of the public hearing on September 12, 2023, was published and posted on the City's website.

The proposed 2024 – 2026 CIP includes

- Projects identified during FY 2021 on the adopted Tax Increment Reinvestment Zone (TIRZ) program of work.
- Updates to the plan based on the FY 2023 sale of Certificates of Obligation.
- Unfunded projects previously identified through the updated Comprehensive Plan.

By incorporating unfunded projects into the CIP, staff can pursue funding opportunities as those become available because the needs and purposes of the projects have been approved by the Council.

The proposed draft resolution adopting the CIP also includes previously approved project definitions and the process the Mayor and staff would follow to reallocate existing 2014, 2019 and 2023 Certificates of Obligation funding.

Staff recommends approval of the resolution adopting the FY 2024-2026 CIP.

## **RESOLUTION**

**WHEREAS**, the Town of Horizon City (the “City”) is required to hold a public hearing on a proposed three-year Capital Program (the “CIP”) annually in accordance with Section 5.08 of the Town of Horizon City Charter; and

**WHEREAS**, the proposed 2024-2026 CIP projects include projects funded through the 2014 issuance of certificates of obligation (“2014 C.O.”) and other street and right-of-way improvements, drainage improvements, park improvements and municipal facilities; and

**WHEREAS**, the City Council on May 9, 2018, approved certain new proposed CIP projects that include park improvements, municipal facilities, and TXDOT project matches that will be funded in future years by additional public finance issuances and other available funding (“2018 CIP”); and

**WHEREAS**, the City Council on June 11, 2019, approved a new location for City Hall and Municipal Court (“Municipal Facilities Phase 2”) and reaffirmed the location of the Police Department, Public Works Department, and temporary chambers for Council and Municipal Court on N. Darrington Road (“Municipal Facilities Phase 1”); and

**WHEREAS**, the proposed 2024-2026 CIP Projects include some 2018 CIP projects that were funded through the 2019 issuance of certificates of obligation, which are primarily park improvements and certain planning and design costs relating to proposed Phase I and Phase II municipal facilities and TXDOT project matches that will be funded in future years by additional public finance issuances and other available funding (“2019 C.O.”); and

**WHEREAS**, the proposed 2024-2026 CIP includes CIP projects that were funded through the 2023 issuance of certificates of obligation which include local matches for federally funded projects, construction costs relating to phase I municipal facilities, ADA improvements and certain planning and design costs relating to regional recreational facilities (“2023 C.O.”) and

**WHEREAS**, the CIP projects in this Annual 2024-2026 CIP also include specific location projects and categorical projects such as Sign Replacement and ADA Ramp Construction, Miscellaneous Drainage Improvements, and Upgrades to Stormwater Ponds and Rockwall Construction which do not indicate specific locations; and

**WHEREAS**, the City Council desires to ensure that the 2014 C.O., 2019 C.O., and 2023 C.O. projects listed in this Annual 2023-2025 CIP are completed in a timely manner; and

**WHEREAS**, the City Council desires to reaffirm the procedures to consider modifications to the 2014 C.O., 2019 C.O. and 2023 C.O. project listings during the implementation of the Annual 2024-2026 CIP; and

**WHEREAS**, the City Council desires to ensure that a 3-year plan in the Annual 2024-2026 CIP includes future projects to be developed as funds become available.

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

1. That the City Council has held a public hearing on a proposed three-year 2024-2026 Capital Improvement Program (CIP) on September 12, 2023, required to be approved annually in accordance with Section 5.08 of the Town of Horizon City Charter. That the City Council adopts the Master Capital Improvement Program for 2024-2026 as proposed in Attachment A, which is attached hereto.
2. That City staff will present 2014 C. O., 2019 C. O., and 2023 C.O. project updates in this Annual 2023-2025 CIP at least twice a year to the City Council.
3. That the projects in the 2014 C.O., 2019 C.O. and 2023 C.O. programs continue to be the highest priority projects for the City.
4. That, in the event a 2014 C.O. project requires additional funding to carry out the project goals and objectives, the Mayor shall recommend to the City Council that it allocate funding to the project from within the 2014 C.O. program.
5. That, in the event, a 2014 C.O. project is deemed unfeasible, the Mayor shall recommend to the City Council that it delete the project from the 2014 C.O. program
6. That, in the event a project is deleted from the 2014 C.O. program, the Mayor shall recommend changes to the project listing in the following order of priority:
  - a. Additional locations to the categorical projects as the first option to utilize the capital funds made available due to the original project's deletion.
  - b. Additional and enhanced scope to other projects in the 2014 C.O. Program as the second option to utilize the capital funds made available due to the original project's deletion.
  - c. That the capital funds made available due to the original project's deletion be used as match for a project eligible for federal or state funding.
  - d. That the capital funds made available due to the original project's deletion be used to begin developing an unfunded street and drainage project listed in Attachment A.
  - e. That the capital funds made available due to the original project's deletion be used to retire debt.
7. That, in the event a project or projects in the 2014 C.O. program result in savings, the Mayor shall recommend to the City Council that the balance within the project be utilized in the same order of priority as would be utilized for a deleted project.
8. That, with regard to the 2019 C.O. projects, the City establishes the following procedures:
  - a. That, in the event a 2019 C.O. project requires additional funding to carry out the project goals and objectives, the Mayor shall recommend to the City Council funding the project from within the 2019 C.O..

- b. That, in the event a 2019 C.O. project is deemed unfeasible, the Mayor shall recommend to the City Council that it delete the project from the 2019 C.O. list and make recommendations to the City Council based on the same criteria as set forth for 2014 C.O. projects in paragraph 7 above.
- 9. That, with regard to the 2023 C.O. projects, the City establishes the following procedures:
  - a. That, in the event a 2023 C.O. project requires additional funding to carry out the project goals and objectives, the Mayor shall recommend to the City Council funding the project from within the 2023 C.O.
  - b. That, in the event a 2023 C.O. project is deemed unfeasible, the Mayor shall recommend to the City Council that it delete the project from the 2023 C.O. list and make recommendations to the City Council based on the same criteria as set forth for 2014 C.O. projects in paragraph 7 above.

**PASSED AND ADOPTED** this \_\_\_\_ day of September **2023**.

**THE TOWN OF HORIZON CITY**

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Andres Renteria  
Mayor

**ATTEST:**

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Elvia Schuller  
City Clerk

**APPROVED AS TO FORM:**

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Sylvia Borunda Firth  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

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Michelle Padilla, AICP  
Planning Director

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Teresa Quezada, Ph.D.  
CIP Manager

# ATTACHMENT A

## MASTER CAPITAL IMPROVEMENT PROGRAM FY 2024 to FY 2026

In accordance with Section 5.08 of the Town of Horizon City Charter, the following three-year capital program is submitted for adoption.

The projects recommended for adoption include street and right-of-way improvements, drainage improvements, parks improvements and municipal facilities. These projects include the 2014 C.O.-funded projects (2014 CO program) transportation projects presented to the City Council in May 2017 and submitted to the Metropolitan Planning Organization and Park Improvements, 2019 C.O.-funded projects for parks and recreation facilities (2018 CIP) and Municipal Facility projects.

Proposed funding sources include:

Certificates of Obligation (2014 and 2019)	CO
Coordinated Border Infrastructure (federal funds available from MPO)	CBI
Parkland Dedication Fees	Park Fees
Surface Transportation Program (federal funds available from MPO)	STP
Transportation Alternatives Program (federal funds available from MPO)	TAP
Transportation Alternatives Set-Aside (Replaced TAP)	TASA
Tax Increment Reinvestment Zone (adopted December 2020) TIRZ #1	
Transportation Reinvestment Zone #2 (adopted December 2014)	TRZ #1
U.S. Department of Agriculture – Loan Program	USDA
Coronavirus Aid, Relief, and Economic Security Act	CARES
Coronavirus Response and Relief Supplemental Appropriations	CRRSA
American Rescue Plan Act of 2021	ARPA

**Tables continue on following pages.**



**Town of Horizon City**  
**Capital Planning and Budgeting**  
**Capital Improvement Program and Acquisition Guidelines**

**CAPITAL IMPROVEMENT PROGRAM**

As a growing community, the Town of Horizon City (the “City”) desires to incorporate capital planning and budgeting into its annual processes. Capital planning and budgeting will allow staff to review the infrastructure and facility needs of the community in a comprehensive manner, in accordance with the approved Comprehensive Plan, subdivision ordinance and other policies and agreements as approved by the City Council and plan for orderly implementation. Capital planning and budgeting will also allow the City to review its capital needs in conjunction with its annual budget and estimated revenues to approve a plan that is financially feasible.

**Definitions**

**Capital projects** are construction, rehabilitation, or reconstruction projects that extend the useful life of a permanent City asset or change the use of a City asset.

**City assets** are those buildings or infrastructure facilities that the City owns in fee simple, have been dedicated to the City or that the City leases or otherwise has a contractual interest in.

**Eligible costs** primarily include professional fees to acquire rights-of-way or property for a municipal facility; appraise real estate, property and permanent improvements; survey real estate or inspect property and permanent improvements; conduct studies resulting in plans for further projects; construction costs; landscaping costs; construction management fees; and costs for furnishings and equipment including technology for municipal facilities.

**Policies and Procedures**

The City will consider capital projects meeting the above criteria and estimated at \$25,000 or more for inclusion in the capital budget.

Departments may submit the attached capital request and description form attached to present information for candidate projects. Departments should provide as much information as possible in the form including regulatory or contractual requirements associated with the project request. Photographs and aerial depictions of the location may also be attached. Pending issues or questions may also be included in the form for further research as part of the project evaluation process.

The Planning Director will review the project requests, consult with the requesting department, the Town Engineer and other staff to finalize the project request, estimate project costs, potential funding sources and recommend inclusion into the City's Capital Improvement Program (CIP).

The CIP will be presented to the City Council on an annual basis as part of the budget review and approval process along with a status report on the funded CIP.

## **CAPITAL ACQUISITION**

The City desires to incorporate capital acquisitions budgeting into its annual processes. Capital acquisition budgeting will allow staff to review the City's major equipment needs and budget for them in an orderly manner. The capital acquisition budget will be reviewed by the City Council on an annual basis and adopted as part of the annual budget.

### **Definitions**

**Capital acquisitions** include office furniture and equipment, vehicles, shop equipment, or other maintenance equipment. Communication and computing systems including hardware and software are also considered capital acquisitions.

### **Policies and Procedures**

The City will consider capital acquisitions meeting the above criteria and having an estimated unit cost of \$2,500 or more.

Departments may submit a request for capital acquisitions indicating the equipment type, unit cost and number of units requested in the format as determined by the Mayor and/or designee. Departments should provide as much information as possible in their request including:

- whether the unit replaces an existing piece of equipment or vehicle;
- age of equipment proposed for replacement;
- useful life of requested equipment; and
- justification for replacement or new equipment.

The Mayor and/or designee will review the capital acquisition requests, consult with the requesting department, and other staff to finalize the request, estimate acquisition costs, potential funding sources and recommend inclusion into the City's Capital Acquisition Budget. The proposed Capital Acquisition Budget CIP will be presented to the City Council on an annual basis as part of the budget review and approval process.

# Capital Object Summary - 10 Years

Budget Year 2024  
 Report Group Division  
 Stage All  
 Division or Department All  
 Category or Object All  
 Asset Class or Asset Category All  
 Fund Category or Fund All

	Rank	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Funding Source											
Development Services											
507 - Capital Costs											
BLDG0002 - Municipal Facilities - Phase 2 - Town Hall and Municipal Court	0.0	100,000	-	-	-	-	-	-	-	-	-
STRT0015 - North Darrington Reconstruction	0.0	2,471,000	5,318,308	5,801,068	-	-	-	-	-	-	-
STRT0016 - N. Kenazo Safety Lighting Project - FY 2022	0.0	419,435	-	-	-	-	-	-	-	-	-
STRT0017 - South Darrington Safety Lighting Project	0.0	820,182	-	-	-	-	-	-	-	-	-
Total 507 - Capital Costs		3,810,617	5,318,308	5,801,068	-	-	-	-	-	-	-
Total Development Services		3,810,617	5,318,308	5,801,068	-	-	-	-	-	-	-
<b>Total Funding Source</b>		<b>3,810,617</b>	<b>5,318,308</b>	<b>5,801,068</b>	-	-	-	-	-	-	-

# Capital Object Summary - 10 Years

Budget Year 2024  
 Report Group Division  
 Stage All  
 Division or Department All  
 Category or Object All  
 Asset Class or Asset Category All  
 Fund Category or Fund All

	Rank	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Expenditure											
Development Services											
507 - Capital Costs											
ARPA0002 - Virtual Meeting Capabilities	0.0	100,000	-	-	-	-	-	-	-	-	-
ARPA0003 - City Hall Build Out	0.0	359,170	140,830	-	-	-	-	-	-	-	-
ARPA0005 - N. Darrington Recon.-ROW Acquisition	0.0	284,936	-	-	-	-	-	-	-	-	-
ARPA0006 - Drainage Improvements	0.0	693,650	256,350	-	-	-	-	-	-	-	79
BLDG0001 - City Hall/Police Headquarters	0.0	12,067,010	2,932,990	-	-	-	-	-	-	-	-
BLDG0002 - Municipal Facilities - Phase 2 - Town Hall and Municipal Court	0.0	100,000	1,800,000	-	11,500,000	-	-	-	-	-	-
DRNG0003 - Miscellaneous Drainage Improvements	0.0	136,041	-	-	-	-	-	-	-	-	-
DRNG0004 - Upgrades to Storm Water Ponds and Rock Wall Constr	0.0	76,488	-	-	-	-	-	-	-	-	-
FACL0001 - ADA Transition Plan	0.0	2,223,829	-	-	-	-	-	-	-	-	-
GENR0001 - Capital Improvement Program 2014-2016 General	0.0	5,000	-	-	-	-	-	-	-	-	-
GENR0002 - Capital Improvement Program 2018 General	0.0	5,000	-	-	-	-	-	-	-	-	-
PARK0004 - New Park	0.0	4,244,585	2,492,000	-	-	-	-	-	-	-	-
PARK0005 - Benton/Ryderwood Dog Park	0.0	419,618	362,500	-	-	-	-	-	-	-	-
SMFI0002 - Breaux Street Improvements (from Horizon Blvd. to Nunda)	0.0	1,001,450	-	-	-	-	-	-	-	-	-
STRT0001 - Oxbow and Pawling Street Improvements	0.0	1,859,492	-	-	-	-	-	-	-	-	-
STRT0005 - Pavement Management Information System	0.0	-	69,689	-	-	-	-	-	-	-	-

# Capital Object Summary - 10 Years

Budget Year 2024  
 Report Group Division  
 Stage All  
 Division or Department All  
 Category or Object All  
 Asset Class or Asset Category All  
 Fund Category or Fund All

	Rank	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
STRT0011 - Horizon Blvd Path Improvements	0.0	65,000	300,000	-	-	-	-	-	-	-	-
STRT0012 - Ensor Welch Path Improvements	0.0	50,000	200,000	-	-	-	-	-	-	-	-
STRT0015 - North Darrington Reconstruction	0.0	14,400	14,400	-	-	-	-	-	-	-	-
STRT0016 - N. Kenazo Safety Lighting Project - FY 2022	0.0	498,179	-	-	-	-	-	-	-	-	-
STRT0017 - South Darrington Safety Lighting Project	0.0	937,617	-	-	-	-	-	-	-	-	-
UNFD0006 - S. Darrington Rd. Repaving	0.0	-	-	-	13,450,000	-	-	-	-	-	-
UNFD0007 - N. Kenazo Ave. Reconstruction	0.0	-	-	-	15,703,000	-	-	-	-	-	80
UNFD0008 - S. Kenazo Ave. Reconstruction	0.0	-	-	-	9,530,000	-	-	-	-	-	-
UNFD0009 - Kenazo Dr. Extension	0.0	-	-	-	6,177,000	-	-	-	-	-	-
UNFD0010 - Alberton Ave./Antwerp Rd. Construction	0.0	-	-	-	16,519,000	-	-	-	-	-	-
UNFD0025 - Transit Plaza at TOD	0.0	384,000	2,816,000	-	-	-	-	-	-	-	-
UNFD0031 - Dilley and Delake Drives	0.0	1,044,000	7,656,000	-	-	-	-	-	-	-	-
Total 507 - Capital Costs		26,569,465	19,040,759	-	72,879,000	-	-	-	-	-	-
Total Development Services		26,569,465	19,040,759	-	72,879,000	-	-	-	-	-	-
<b>Total Expenditure</b>		<b>26,569,465</b>	<b>19,040,759</b>	<b>-</b>	<b>72,879,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>



**TOWN OF HORIZON CITY  
MEMORANDUM**

**Date:** August 25, 2023  
**To:** Honorable Mayor and Members of City Council  
**From:** Teresa Quezada, CIP Manager  
**SUBJECT:** **First Reading of Ordinance 0264 Amendment No. 1 – modifying the TIRZ #1 preliminary project and financing plan to add Project Horizon Manor**

*Teresa Quezada 8/25/2023*

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This is the first reading of Ordinance 0264 Amendment No. 1 which modifies the TIRZ #1 preliminary project and financing plan to add Project Horizon Manor.

State law requires that any modifications to the TIRZ project and financing plan must be adopted by ordinance. The project added to the preliminary project and financing plan is the redevelopment of the former FAA building on 1560 Pawling. The Horizon Economic Development Corporation has been working with the developer on this project and will provide greater detail regarding the proposed redevelopment of the property.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING ORDINANCE NO. 0264 THAT DESIGNATED REINVESTMENT ZONE NUMBER ONE TOWN OF HORIZON CITY FOR THE PURPOSE OF MODIFYING THE PRELIMINARY PROJECT AND FINANCING PLAN TO ADD PROJECT HORIZON MANOR; SPECIFYING AN EFFECTIVE DATE; AND A SEVERABILITY CLAUSE**

**WHEREAS**, the Town of Horizon City adopted Ordinance No. 0264, on December 8, 2020, for the purpose of designating Tax Increment Reinvestment Zone Number One, Town of Horizon City ("Zone") in accordance with the Tax Increment Financing Act ("Act");

**WHEREAS**, a Preliminary Project and Financing Plan ("Preliminary Plan") was approved by the City Council of the Town of Horizon City at the time of the adoption of Ordinance No. 0264, pursuant to Section 311.011(d) of the Act;

**WHEREAS**, the Board of Directors of the Zone ("Board) approved the Preliminary Plan on \_\_\_\_\_;

**WHEREAS**, the Board continues to support the City in development activities for the Zone and actively participates in planning and identifying potential Zone projects;

**WHEREAS**, pursuant to Section 311.011(e) of the Act, the Board may adopt amendments to the Preliminary Plan consistent with the requirements and limitations of the Act, which become effective when the City Council of the Town of Horizon City adopts an ordinance approving the amendment:

**WHEREAS**, the Board has adopted an amendment to the Preliminary Plan on December 13, 2022, to add Project Horizon Manor;

**WHEREAS**, the City desires to amend the Preliminary Plan as approved by the Board, in support of community revitalization and economic development within the Zone; and

**WHEREAS**, this Ordinance was passed at a meeting open to the public, and public notice of the time, place, and subject of said meeting was provided as required by Chapter 551, Texas Government Code.

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

1. **Amendment to Add Project:** That the Preliminary Plan (hereafter known as the Project & Financing Plan) is hereby amended to add **Project Horizon Manor** to support the redevelopment of the property located within the boundaries of the Zone and municipally known and numbered as 1560 Pawling, Horizon City, Texas and more fully described on **Attachment “A”** attached hereto and fully incorporated herein.
2. **Amendment is a Statement of Intent:** This amendment does not constitute a contractual or financial obligation to the City, the Economic Development Corporation, or the Board. It indicates the intent to continue the project development and negotiation process. By separate formal actions, the Board and the City Council will consider execution of additional documentation with the project developer to govern the contractual and financial obligations of the parties related to construction of the public infrastructure improvements, reimbursement of eligible project costs, and the use of City, Economic Development Corporation and TIRZ incentives.
3. **Amendment to Financing Plan:** The Project and Financing Plan is hereby amended to reflect the additional funding allocated to Project Horizon Manor as specified on Attachment “A”.
4. **Conformity With Comprehensive Plan and Ordinance No. 0264:** The amendment to add Project Horizon Manor is in conformity with Ordinance No. 0264 \_ and is hereby determined to be feasible and in conformity with the Town of Horizon City Comprehensive Plan.
5. **Recitals.** The statements set forth in the recitals of this Ordinance are declared to be true and correct and are incorporated as part of this Ordinance.
6. **Severability.** If any provision of this Ordinance, or the application thereof shall be held to be invalid or unconstitutional, the remainder of this Ordinance shall nevertheless be valid.
7. **Effective Date:** This Ordinance shall be fully effective on the date it is finally passed and approved by the City Council of the Town of Horizon City, Texas.

**PASSED, APPROVED, AND ADOPTED**, the \_\_\_\_\_ day of September 2023.

**TOWN OF HORIZON CITY**

**By:** \_\_\_\_\_  
Andres Renteria, Mayor

**ATTEST:**

**By:** \_\_\_\_\_  
Elvia Schuller, City Clerk

**APPROVED AS TO FORM:**

**By:** \_\_\_\_\_  
Sylvia Borunda Firth  
City Attorney

**ATTACHMENT “A”**  
**PROJECT HORIZON MANOR**

**Developer:** MICBEC INVESTMENTS, LLC

**Redevelopment Site:** 1560 Pawling Horizon City, Texas

**Project:** Demolition of existing building and development of office and warehouse buildings to include:

- Develop two to four office condos.
- One office warehouse building a minimum of 20,000 sq. ft.

**Additional developer obligations:**

- Developer agrees to invest approximately \$3.1 million to develop the property.
- Developer agrees to purchase the property at \$3 per square foot, for a total of approximately \$296,115.00.
- Horizon City Economic Development Corporation shall have the option to purchase one of the office condominiums (Minimum 2,500 sq. ft) at a price to be negotiated prior to the execution of incentive agreements.
- Developer will provide site plan for the approval of the City that addresses the following:
  - Façade and architectural design
  - Street trees and landscaping

**Incentives offered to developer:**

- Reimbursement of demolition and site preparation expenses not to exceed the sum of \$ 30,888.00.
- The Town of Horizon City Economic Development Corporation will provide approximately \$116,000 in incentives for façade, architectural design, and landscaping.

**RESOLUTION**

Town of Horizon City

That the Mayor be authorized to sign the following listed documents in connection with the TIRZ No. Project commonly known as the **Horizon Manor Project**:

1. Purchase and Sale Agreement by and between the Town of Horizon City (“SELLER”) and MICBEC Investments, LLC (“Buyer”) regarding the property municipally known and number as 1560 Pawling, Horizon City, Texas.
2. Chapter 380 Agreement and Economic Development Performance Agreement by and between the Town of Horizon City, the Horizon City EDC, and MICBEC Investments, LLC.
3. Right of First Refusal to purchase office space by and between the Town of Horizon City and MICBEC Investments and the Horizon City EDC.

**TOWN OF HORIZON CITY**

By: \_\_\_\_\_  
**Andres Rentería, Mayor**

**ATTEST:**

By: \_\_\_\_\_  
**Elvia Schuller, TRMCP**

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
**Sylvia Borunda Firth**  
**Assistant City Attorney**



**TOWN OF HORIZON CITY  
MEMORANDUM**

**Date:** September 12, 2023  
**To:** Honorable Mayor and Members of City Council  
**From:** Art Rubio, Planner  
**SUBJECT:** **2nd Reading of Ordinance No. \_\_\_\_\_**, An Ordinance adopting a zoning change within the municipal limits of the Town of Horizon City, Texas; rezoning one parcel from R-2 (Single-Family Dwelling) to M-1 (Light Industrial) with conditions; containing approximately 23.8952 acres; Being A Portion of Jacob Kneiber Survey No. 293, El Paso County, Town of Horizon City, Texas; South of Horizon Blvd. and east of Anderpont Dr.; and authorizing the notation of the change on the official zoning map of the town; providing for the following: findings of fact; repealer; severability; and proper notice and hearing.

---

On July 17, 2023, the Planning and Zoning Commission voted unanimously to recommend that the City Council approve the rezoning of the subject property from a R-2 (Single-Family Dwelling) zone to M-1 (Light Industrial) zone district.

The applicant's request is to rezone the property to M-1 (Light Manufacturing) zone district to allow for light manufacturing and assembly use buildings for sale or lease. Staff recommendation to the Planning and Zoning Commission was approval with conditions to M-1 zone to encourage light manufacturing use. The Planning & Zoning Commission was in agreement of the recommendation with conditions and added one additional setback condition for vehicle and pedestrian safety.

1. That salvaging, storage and dismantling of auto parts shall be prohibited.
2. That any outdoor storage and areas adjacent to a residential zone or use shall be screened with a 6' ft. high rock or masonry wall, pursuant to §802 Wall Standards of the Horizon City Municipal Code of Ordinances.
3. That heavy truck terminal shall be prohibited.
4. That a detailed Site Development Plan shall be required prior to the issuance of any building permits pursuant to §502.7 Site Development Plan Required.
5. That the City Engineer determine a safe setback at the time of building permit review.

Horizon City Shaping Our Horizon: 2030 Comprehensive and Strategic Plan designates this property as Industrial, staff believes that the development of this area, as proposed, will provide expanded light manufacturing uses in the area.

The applicant is aware that the property is in tract survey form and a platting determination is recommended to determine if the property meets any platting exemptions.

Attached for your review are the draft Ordinances and the consolidated and revised staff report that was presented to the Planning and Zoning Commission.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE ADOPTING A ZONING CHANGE WITHIN THE MUNICIPAL LIMITS OF THE TOWN OF HORIZON CITY, TEXAS; REZONING ONE PARCEL FROM R-2 (SINGLE-FAMILY DWELLING) TO M-1 (LIGHT MANUFACTURING) WITH CONDITIONS; CONTAINING APPROXIMATELY 23.8952 ACRES; BEING A PORTION OF JACOB KNEIBER SURVEY NO. 293, EL PASO COUNTY, HORIZON CITY, TEXAS; SOUTH OF HORIZON BLVD. AND EAST OF ANDERPONT DR.; AND AUTHORIZING THE NOTATION OF THE CHANGE ON THE OFFICIAL ZONING MAP OF THE TOWN; PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; REPEALER; SEVERABILITY; AND PROPER NOTICE AND HEARING.**

**WHEREAS,** an application was made to change a designated zone for a parcel of property as identified herein within the municipal limits of the Town of Horizon City; and

**WHEREAS,** said application was forwarded to and considered by the Town of Horizon City Planning and Zoning Commission; and

**WHEREAS,** the Planning and Zoning Commission has complied with all state and local laws affecting the changing of zones and held a public hearing to obtain public comments; and

**WHEREAS,** the Planning and Zoning Commission has recommended that the zoning on the parcel of property be rezoned to M-1 (Light Manufacturing) Zone District with conditions; and

**WHEREAS,** the City Council of the Town of Horizon City ("Town Council") seeks to promote safe, orderly and consistent use and development of real property; and

**WHEREAS,** the notice required by the Texas Local Government Code has been published in the official newspaper and given to adjacent property owners; and

**WHEREAS,** public hearings have been held by the Town Council as required by law; and

**WHEREAS,** all written and oral protests (if any) submitted against the proposed zoning change have been reviewed and considered; and

**WHEREAS,** the Town Council in its decision for rezoning finds that such rezoning is in the public interest of the Town of Horizon City, Texas; and

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

**WHEREAS,** pursuant to Texas Local Government Code Chapter 211, the Town is authorized to promulgate and enforce zoning regulations; and

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

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

### **I. REZONING**

The zoning be changed from R-2 (Single-Family Dwelling) to M-1 (Light Industrial) Zone District within the meaning of the Zoning Ordinance contained in Chapter 14 on the Horizon City Municipal Code, for approximately 23.8952 acres, more or less, and legally described by Metes and Bounds Description, Exhibit "A" attached hereto and by reference included herein with the following conditions:

1. That salvaging, storage and dismantling of auto parts shall be prohibited.
2. That any outdoor storage and areas adjacent to a residential zone or use shall be screened with a 6' ft. high rock or masonry wall, pursuant to §802 Wall Standards of the Horizon City Municipal Code of Ordinances.
3. That heavy truck terminal shall be prohibited.
4. That a detailed Site Development Plan shall be required prior to the issuance of any building permits pursuant to §502.7 Site Development Plan Required.
5. That at the time of building permit submittal, the City Engineer determine a safe setback or other methods to allow for safe visibility for ingress or egress to the property.

### **II. ZONING MAP**

The zoning map for the Town of Horizon City shall be modified to include the zoning changes directed by this ordinance.

### **III. FINDINGS OF FACT**

That this ordinance was duly enacted with all requisites and formalities incident thereto the enactment of ordinance, and such is evidenced by the signatures below; and further that the

foregoing recitals are incorporated into this ordinance by reference as findings of fact as if expressly set forth herein.

#### **IV. REPEALER**

All ordinances, resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the effect of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

#### **V. SEVERABILITY**

Should any of the clauses, sentences, paragraphs, sections or parts of this ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

#### **VI. PROPER NOTICE AND MEETING**

It is officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52, Texas Local Government Code.

**PASSED AND APPROVED this the \_\_\_ day of \_\_\_\_\_, 2023, by a vote of \_\_\_ (ayes) to \_\_\_ (nays) to \_\_\_ (abstentions) of the Town Council of Horizon City, Texas.**

Town of Horizon City

By: \_\_\_\_\_  
Andres Renteria, Mayor

ATTEST:

By: \_\_\_\_\_  
Elvia Schuller, TRMC, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Sylvia Borunda Firth, City Attorney

First Reading: 08/08/2023  
Second Reading: 09/12/2023

DRAFT





**TOWN OF HORIZON CITY**  
**Planning and Zoning Commission Staff Report**

**Case No.:** RZ-002525-2023

**Application Type:** **Rezoning**

**P&Z Hearing Date:** June 19, 2023; Postponed to July 17, 2023

**Staff Contact:** Art Rubio, Planner  
 915-852-1046 ext. 407; [arubio@horizoncity.org](mailto:arubio@horizoncity.org)

**Address/Location:** South of Horizon Blvd. and east of Anderpont Dr.

**Property ID No.:** X293000J00K0002

**Legal Description:** A Portion of Jacob Kneiber Survey No. 293, Town of Horizon City, El Paso County, Texas

**Property Owner(s):** Bahram Razy & Masoud Amiri

**Applicant:** Bahram Razy & Masoud Amiri

**Nearest Park:** Desmond Corcoran Park

**Nearest School:** Horizon High School

**SURROUNDING PROPERTIES:**

Zoning		Land Use
<b>N</b>	ETJ	Mixed Use
<b>E</b>	R-2 (Single-Family Dwelling)	Vacant
<b>S</b>	R-2 (Single-Family Dwelling)	Vacant
<b>W</b>	R-2 (Single-Family Dwelling)	Vacant

**LAND USE AND ZONING:**

	Existing	Proposed
<b>Land Use</b>	Vacant	Light Manufacturing/Assembly
<b>Zoning</b>	R-2 (Single-Family Dwelling)	M-1 (Light Industrial)

**Application Description:**

The applicant is requesting to rezone approximately 23.8952 acres of land that is currently vacant. The subject property is currently zoned R-2 (Residential) and is proposed to be rezoned as M-1 (Light Industrial) to allow for light manufacturing and assembly use buildings for sale or lease.

**Notice:**

In accordance with Section 211.007 of the Texas Local Government Code, notices of the July 17, public hearing for the rezoning request were sent to those property owners within 200 feet of the subject property on June 21, 2023, then posted in the El Paso Times Newspaper on June 29, 2023. In addition, the applicant is required to erect signs notifying the public of the proposed rezoning on the site proposed for rezoning fifteen (15) days prior to the Planning and Zoning Commission public hearing. Staff has confirmed that the sign has been up 15 days prior to the P&Z public hearing.

**Shaping Our Horizon:2030 A Comprehensive and Strategic Plan – Future Land Use Map Designation:**

Horizon City Shaping Our Horizon: 2030 Comprehensive and Strategic Plan designates this property as Industrial.

**Staff Recommendation:**

Staff recommends **APPROVAL** of the zone change from R-2 to M-1 in support of light manufacturing and assembly use subject to the following conditions. The subject property is located adjacent to a major roadway and compatible with the Horizon City Comprehensive Plan.

1. *That salvaging, storage and dismantling of auto parts shall be prohibited.*
2. *That any outdoor storage and areas adjacent to a residential zone or use shall be screened with a 6' ft. high rock or masonry wall, pursuant to **§802 Wall Standards** of the Horizon City Municipal Code of Ordinances.*
3. *That heavy truck terminal shall be prohibited.*
4. *That a detailed Site Development Plan shall be required prior to the issuance of any building permits pursuant to **§502.7 Site Development Plan Required**.*

**Planning Division Comments:**

In order to determine if the subject property is required to be platted, the applicant should submit an application for a Land Development Exemption Determination.

**Options available to the Planning and Zoning Commission:**

The Planning and Zoning Commission may consider the following options and additional requirements that it identifies when reviewing this Rezoning application:

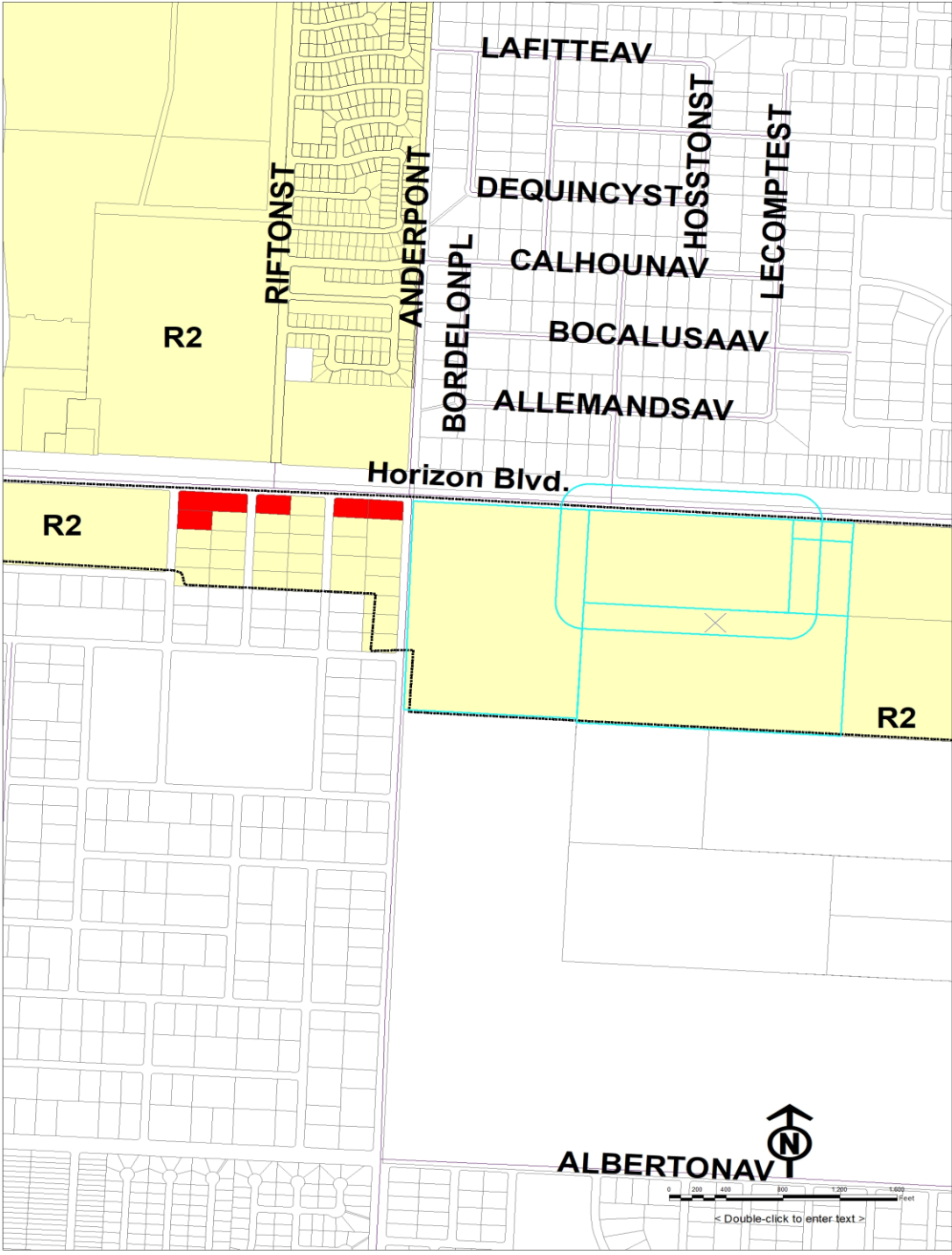
1. Recommend approval of the request for a rezoning to M-1 Zoning District as stated.
2. Recommend approval of the request for rezoning as stated, including any modifications to bring the rezoning into conformance with the Zoning Ordinance and the Vision 2030: Comprehensive and Strategic Plan.
3. Recommend denial of the Applicant's request for rezoning finding that it is not in conformance with the Zoning Ordinance and/or the Vision 2030: Comprehensive and Strategic Plan.
4. Recommend a set postponement should the Commission determine it is not prepared to make a final recommendation, the applicant requests a postponement or if the Commission needs additional information to make a final recommendation.

**Attachments:**

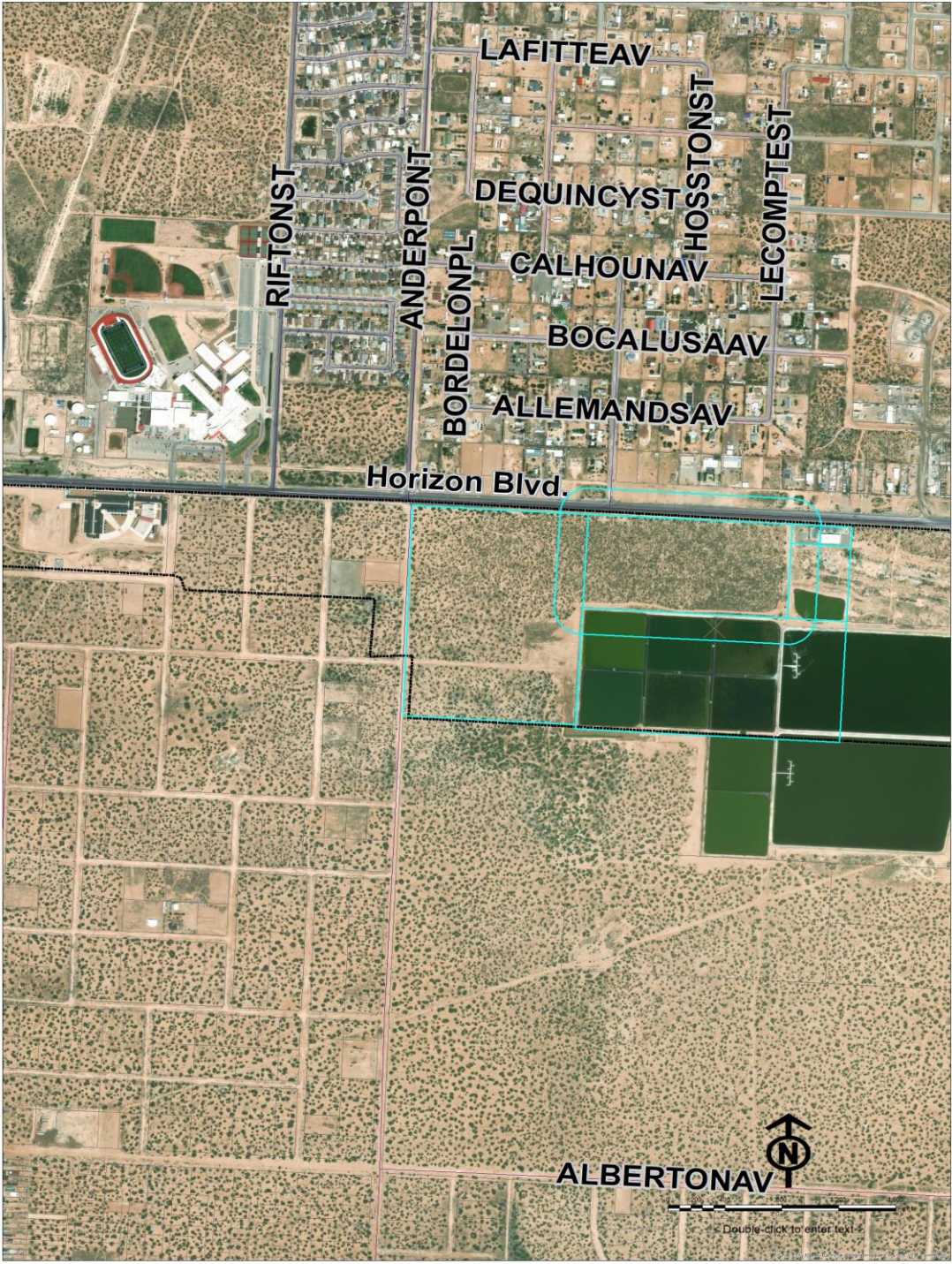
- 1 - Zoning Designation Map**
- 2 – Aerial Map**
- 3 - Future Land Use Map (Comp Plan)**
- 4 – Application**
- 5 – Zoning Plan**
- 6 – Survey Map**

Attachment 1: Zoning Designation

**Planning & Zoning Commission  
Case No. RZ-002525-2023**



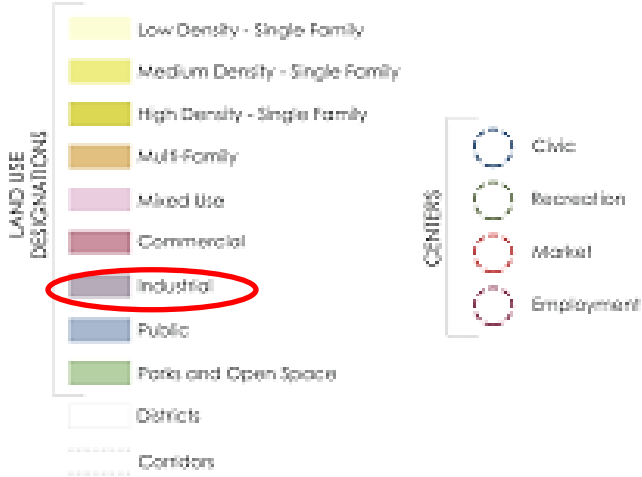
**Planning & Zoning Commission  
Case No. RZ-002525-2023**



**Attachment 3: Future Land Use Map**



**LEGEND**



**Attachment 4: Application**



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

**REZONE APPLICATION**

1. Owner of Record: BAHRAM RAZY and MASOUD AMIRI.  
5955 MIRA HERMOZA  
(ADDRESS) (ZIP) (PHONE) (EMAIL)

2. Applicant MASOUD AMIRI Is applicant also the Owner?  Yes  No  
 Contact Person MASOUD AMIRI.  
909 VIA REDONDA CT. (915) 241-6341  
(ADDRESS) (ZIP) (PHONE) (EMAIL)

3. PARCEL ONE  
 Site Address/Location \_\_\_\_\_  
 Legal Description: Survey 33 Block 28 Township 3 T. & P. RV Co Survey  
(Lot) (Block) (Subdivision Name)

PARCEL TWO  
 Site Address/Location See Attached.  
 Legal Description: \_\_\_\_\_  
(Lot) (Block) (Subdivision Name)

If the legal description of the complete tracts or if plat is not available, attached are the **required** Metes & Bounds Description & survey map(s)?  Yes  No

4. Briefly explain why you request to rezone? FOR BUSINESS

5. Land's Presents Use: NONE Zone R2 will change to M1  
 Land Vacant  Lot size 23.845 Structure  Structure's size \_\_\_\_\_ Last known date the structure was occupied? N/A.  
 Land's Proposed Use: Manufacturing Sale + Warehouse Proposed Zone Use 1112025

Will you be making any improvements to the existing lot or structure?  Yes  No This request includes Site Development Plans for approval?  Yes  No

**NOTICE:** Applicant is responsible for all expenses incurred by the City in connection with the Rezone Application request, including but not limited to attorney's fees, engineering fees and publication. Additional charges will be invoiced separately and shall be paid to the Town prior to City Council action.  
 Applicant's Signature Masoud Amir

6. Signatures: Masoud Amir Masoud Amir  
(OWNER'S SIGNATURE) (OWNER'S PRINTED NAME)

\_\_\_\_\_  
(APPLICANT'S SIGNATURE) (APPLICANT'S PRINTED NAME)

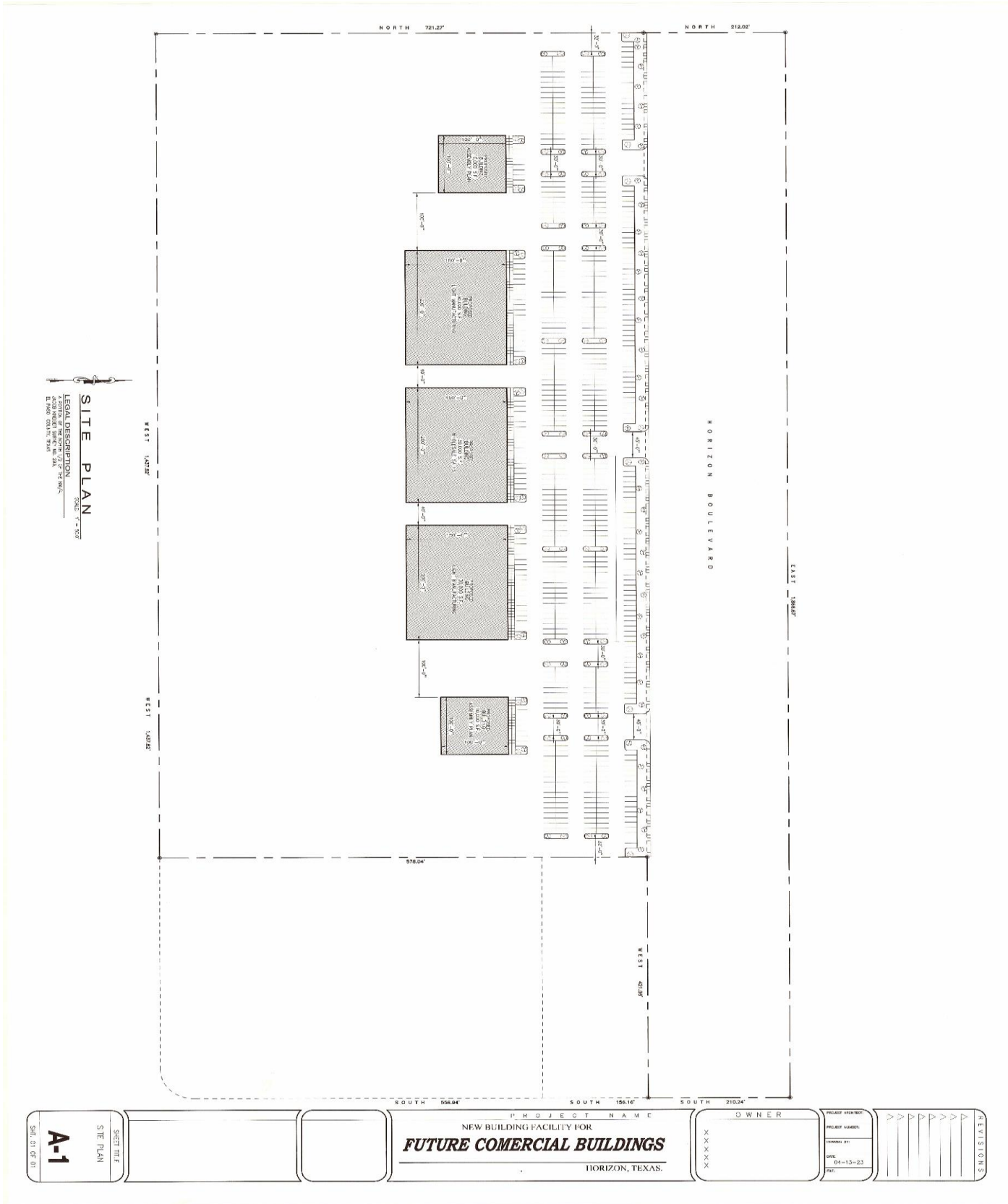
**FEE SCHEDULE: (NON-REFUNDABLE)**

<b>\$300</b> - UP TO 1.0 ACRES	<b>\$450</b> - 30.1 ACRES TO 50 ACRES
<b>\$350</b> - 1.1 ACRES TO 10 ACRES	<b>\$500</b> - 50.1 ACRES TO 75 ACRES
<b>\$400</b> - 10.1 ACRES TO 30 ACRES	<b>\$600</b> - 75.1 ACRES AND UP
<b>EL PASO TIMES PUBLISHING FEE</b> APPROXIMATELY \$460	<b>ENGINEERING FEE</b> APPROXIMATELY \$60 PER 1/2 HOUR

Application & Submittals Due Date: \_\_\_\_\_  
 P&Z Scheduled Mtg. Date: \_\_\_\_\_  
 City Council Scheduled Date: \_\_\_\_\_  
 Application Received By: \_\_\_\_\_  
 Date Application Rec'd: \_\_\_\_\_

**Please see reverse side for list of items required at time of submitting REZONING application.**

# Attachment 5: Conceptual Zoning Plan









**TOWN OF HORIZON CITY  
MEMORANDUM**

**Date:** September 12, 2023

**To:** Honorable Mayor and Members of City Council

**From:** Art Rubio, Planner

**SUBJECT:** On a Preliminary Subdivision Plat application for Horizon Water (Case No. SUB-002528-2023), a property legally described as a Portion of Section 32, Block 78 Township 3, Texas and Pacific Railway Company Survey, Town of Horizon City, El Paso County, Texas, containing 5.839 acres +/- . Application submitted by TRE & Associates.

---

On August 21, 2023, the Planning and Zoning Commission did not reach a quorum and the application proceeds to City Council with a recommendation of approval pursuant to §212 of the Texas Local Government Code.

As of the posting of the agenda for the September 12, 2023, City Council meeting, staff is pending receipt of the remaining staff comments. The staff recommendation is for approval subject to all minor comments being addressed prior to final plat approval.

Attached for your review is the consolidated staff report that was prepared for the Planning and Zoning Commission.



**TOWN OF HORIZON CITY  
Planning and Zoning Commission Staff Report**

**Case No.:** SUB-002528-2023  
*Horizon Water*

**Application Type:** **Preliminary Plat**

**P&Z Hearing Date:** August 21, 2023

**Staff Contact:** Art Rubio, Planner  
915-852-1046 ext. 407 arubio@horizoncity.org

**Address/Location:** North of Horizon Blvd. and east of Eastlake Blvd.

**Legal Description:** A Portion of Section 32, Block 78, Township 3, Texas and Pacific Railway Company, El Paso County, Horizon City, Texas

**Owner:** Horizon Regional Municipal Utility District

**Applicant/:** TRE & Associates, L.L.C.

**Nearest Park:** Golden Eagle Park

**Nearest School:** Horizon High School

**SURROUNDING PROPERTIES:**

	Zoning	Land Use
<b>N</b>	R-2 (Single-Family Dwelling)	Vacant
<b>E</b>	R-2 (Single-Family Dwelling)	Horizon High School
<b>S</b>	R-2 (Single-Family Dwelling)	Holy Spirit Catholic Church
<b>W</b>	R-2 (Single-Family Dwelling)	Vacant

**LAND USE AND ZONING:**

	Existing	Proposed
<b>Land Use</b>	RO Treatment Facility	RO Treatment Facility Expansion
<b>Zoning</b>	C-2 (Heavy Commercial)	C-2 (Heavy Commercial)

**Application Description:**

The proposed Horizon Water Subdivision has an existing RO Treatment Plant where applicant proposes to expand later. The site includes five building structures and four water storage tanks to support the operation that is proposed to be expanded. The applicant is not proposing any additional ROW or any dedications of improvements to the city and will continue to use Horizon Blvd. as main access. The expansion triggered rezoning case no. RZ-002523 heard and approved by City Council on August 08, 2023.

**Staff Recommendation:**

At the time that the agenda is posted, staff have not received a revised plat that addresses the staff comments. Therefore, staff will provide their recommendation to the Commission at the meeting.

**Planning Comments:**

1. Include all existing ROW cross sections in the vicinity of the subject property.

**Public Works Director Comments:**

**8/15/2023 1st Review**

1. Missing Benchmark Datum information (see redlines).
2. Parcel location is incorrect by approx. 180ft. from Horizon Blvd.
3. Verify/Update legal description information at west and south side of lot (see redlines).
4. Provide a note stating a driveway will be constructed to have direct access through Horizon Blvd. Currently there is no driveway.
5. Show existing improvements.
6. Address is incorrect and will need to be provided. Address review/approval by the El Paso County 9-1-1 District is required during final plat review.
7. Show drainage pattern and pond calculations.
8. Address the reline comments. See redlines below.

**Town Engineer Comments:**

Horizon Water

Summary of Recommended Conditions for Preliminary Plat Approval:

The Town Engineer recommends the following:

1. Address redlines, and comments provided on the plat.
2. Verify the school district and address of tract location.
3. Location and size of existing utilities shall be shown on preliminary plats.
4. Provide angles (symbol) in the Metes and Bounds descriptions, as red lined in the plat.
5. Provide dimensions to all utility easements called out on the plat.
6. Provide a closure report for the subdivision to ensure closure.
7. Provided document numbers and dates per PLAT NOTES AND RESTRICTIONS, Item No.3.

**School District Comments:**

No objections

**El Paso County 9-1-1 District:**

The address is out of range for this area as there is an address of 14600 Horizon Blvd to the south and 14651 immediately adjacent to the east of this property.

**El Paso Electric:**

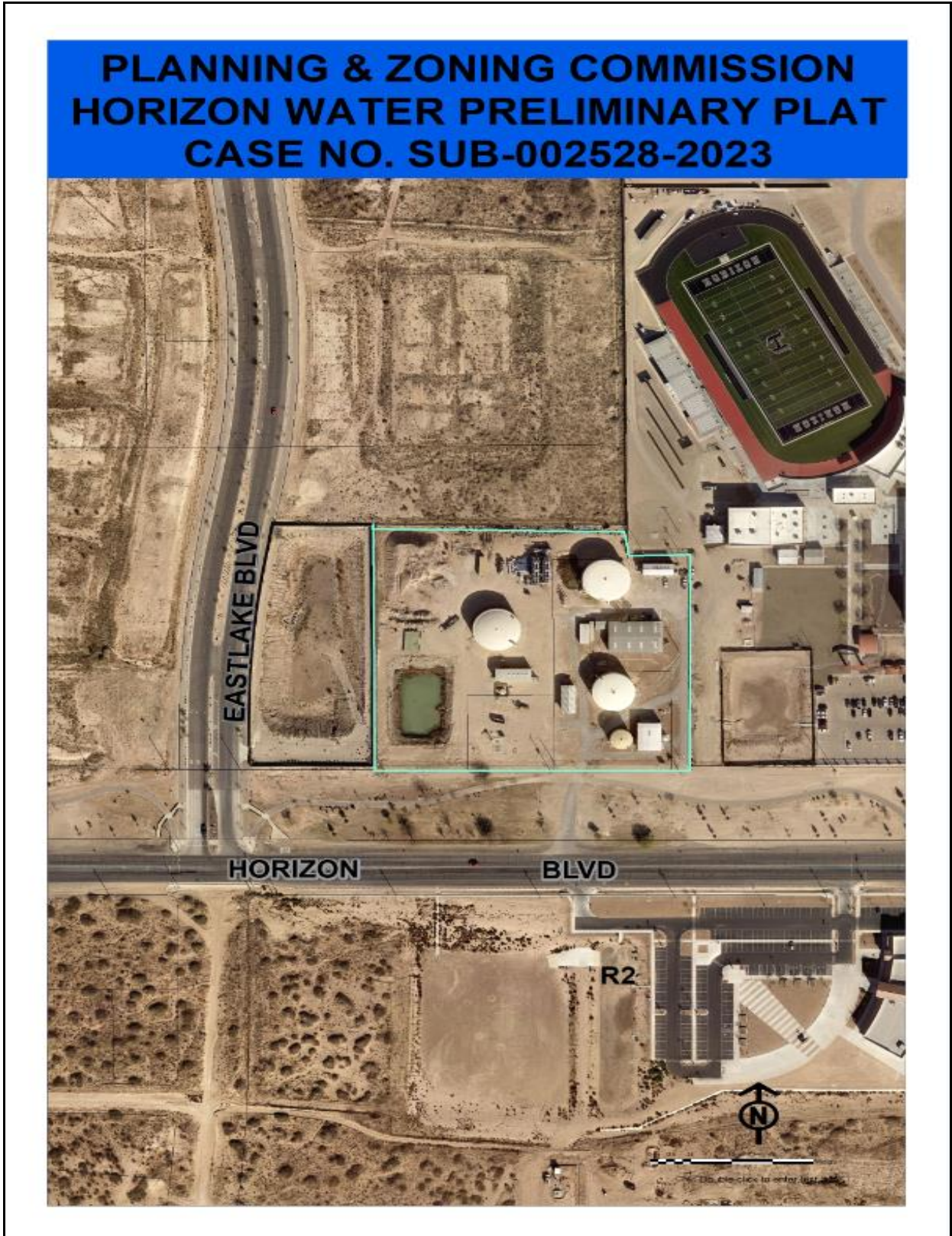
No objections

**Additional Requirements:**

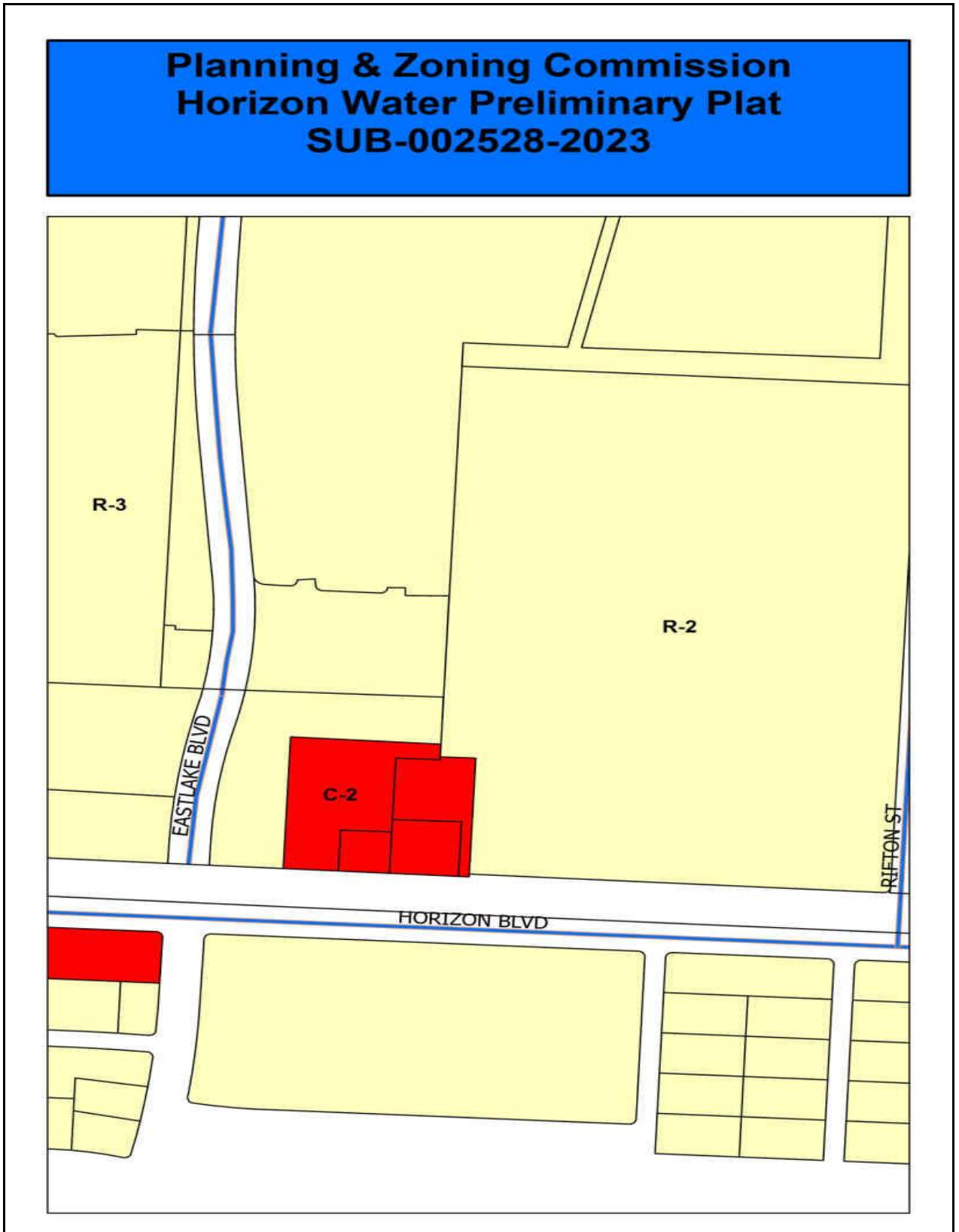
**Attachments:**

- 1 - Aerial
- 2 - Zoning Map
- 3 - Location Map
- 4 - Preliminary Plats
- 5 - ROW Cross Section
- 6 - Preliminary Plat Application

Attachment 1: Aerial



Attachment 2: Zoning Map

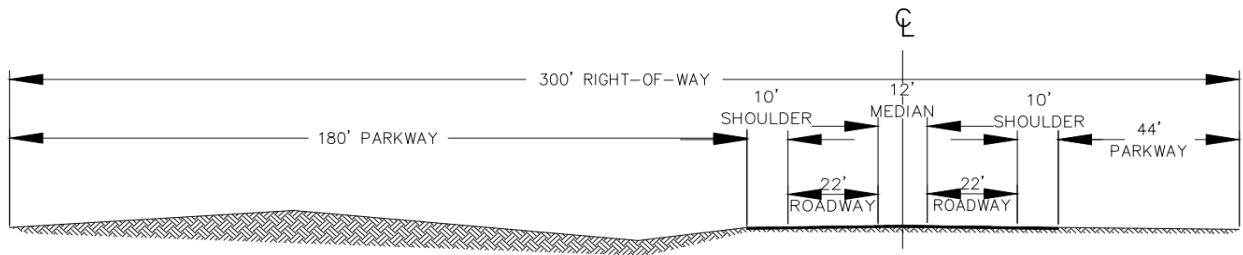


**Attachment 3- Location Map**





**Attachment 5 – Existing ROW Cross Section**



HORIZON BLVD.  
MAJOR ARTERIAL  
(300' RIGHT OF WAY)

**Attachment 6 – Application Preliminary Plat**



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

**MAJOR SUBDIVISION  
 PRELIMINARY APPLICATION**

SUBDIVISION PROPOSED NAME: Horizon Water SUBMITTAL DATE: July 13, 2023

1. LEGAL DESCRIPTION FOR THE AREA INCLUDED ON THIS PLAT (TRACT, BLOCK, GRANT, etc.)  
 A PORTION OF SECTION NO. 32, BLOCK 78 TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY COMPANY  
 EL PASO COUNTY, TEXAS CONTAINING 5.839 ACRES +/-

2. PROPERTY LAND USES:

	ACRES	SITES		ACRES	SITES
SINGLE-FAMILY	_____	_____	OFFICE	_____	_____
DUPLEX	_____	_____	STREET & ALLEY	_____	_____
APARTMENT	_____	_____	PONDING & DRAINAGE	_____	_____
MOBILE HOME	_____	_____	INSTITUTIONAL	_____	_____
P.U.D.	_____	_____	OTHER	_____	_____
PARK (Min 1 acre)	_____	_____	NON-RESIDENTIAL	<u>5.839</u>	<u>1</u>
SCHOOL	_____	_____		_____	_____
COMMERCIAL	_____	_____	TOTAL NO. SITES	_____	<u>1</u>
INDUSTRIAL	_____	_____	TOTAL (GROSS) ACREAGE	<u>5.839</u>	_____

3. WHAT IS THE EXISTING ZONING OF THE PROPERTY DESCRIBED ABOVE? R2 PROPOSED ZONING C2

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

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

6. WHAT TYPE OF DRAINAGE IS PROPOSED? (IF APPLICABLE LIST MORE THAN ONE) Sheet flow to a retention pond

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

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

9. IS A MODIFICATION OF ANY PORTION OF THE SUBDIVISION ORDINANCE PROPOSED? YES  NO

10. WHAT TYPE OF LANDSCAPING IS PROPOSED? PARKWAY  MEDIANS  OTHER  N/A

11. REMARKS AND/OR EXPLANATION OF SPECIAL CIRCUMSTANCES: N/A

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

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

14. OWNER OF RECORD Horizon Regional Municipal Utility District carlos.mcginnis@inframark.com (915) 852-3917  
 (NAME & ADDRESS) (EMAIL) (PHONE)

15. DEVELOPER Horizon Regional Municipal Utility District carlos.mcginnis@inframark.com (915) 852-3917  
 (NAME & ADDRESS) (EMAIL) (PHONE)

16. ENGINEER TRE and Associates, LLC kbarraza@tr-eng.com (915) 852-9093  
 (NAME & ADDRESS) (EMAIL) (PHONE)

17. APPLICANT TRE and Associates, LLC kbarraza@tr-eng.com (915) 852-9093  
 (NAME & ADDRESS) (EMAIL) (PHONE)

18. REP/POINT OF CONTACT Karen Barraza 110 Mesa Park Dr., Ste. 200 kbarraza@tr-eng.com (915) 852-9093  
 (NAME & ADDRESS) (EMAIL) (PHONE)

**NOTE:**  
 Applicant is responsible for all expenses incurred by the City in connection with the Preliminary Plat approval request, including but not limited to attorney's fees, engineering fees and publication. Charges exceeding deposit will be invoiced separately. Initials K.B.  
 Applicant Signature [Signature] EMAIL kbarraza@tr-eng.com

**APPLICATION MUST BE COMPLETE & VALIDATED PRIOR TO SUBDIVISION PROCESSING**  
 Acceptance of fee does not grant acceptance of application.  
 Non Refundable Deposit \$500.00 | Application Fee: \$100

# HORIZON WATER

A PORTION OF SECTION NO. 32, BLOCK 78  
TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY COMPANY  
EL PASO COUNTY, TEXAS.  
CONTAINING 5.839 ACRES ±



LOCATION MAP  
1" = 600'

### PLAT NOTES AND RESTRICTIONS

- BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM N.A.D. 1983, CENTRAL ZONE.
- A PORTION OF THE SUBDIVISION IS WITHIN A FLOOD ZONE "X". AREAS DETERMINED TO BE OUTSIDE 500 YEAR AND FLOOD ZONE "A". AREAS SUBJECT TO INUNDATION BY THE 1%-ANNUAL-CHANCE FLOOD EVENT GENERALLY USING APPROXIMATE METHODOLOGIES. BECAUSE DETAILED HYDRAULIC ANALYSES HAVE BEEN PERFORMED, NO BASE FLOOD ELEVATIONS OR FLOOD DEPTHS ARE SHOWN. FLOOD PLAIN - PANEL No. 480212 0250B, DATED SEPTEMBER 4, 1991.
- TAX CERTIFICATE(S) FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORDS SECTION.  
DOCUMENT No. \_\_\_\_\_ DATED \_\_\_\_\_  
DOCUMENT No. \_\_\_\_\_ DATED \_\_\_\_\_  
DOCUMENT No. \_\_\_\_\_ DATED \_\_\_\_\_  
DOCUMENT No. \_\_\_\_\_ DATED \_\_\_\_\_
- ALL LOTS WITHIN THIS SUBDIVISION ARE RESTRICTED TO NON RESIDENTIAL USE.
- STORMWATER WILL BE CAPTURED WITHIN THE PROPERTY LIMITS.

**LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY**  
HORIZON WATER PLAT IS LOCATED WITHIN EL PASO COUNTY, TEXAS ABUTTING THE CITY LIMITS OF EL PASO, TEXAS, 1.5 MILES WEST OF THE TOWN OF HORIZON, TEXAS, AND WITHIN THE CITY OF EL PASO'S 5 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE 212.00, 212.001

THE FOLLOWING BENCH MARK INFORMATION IS GOVERNED BY HORIZON REGIONAL MUNICIPAL UTILITY DISTRICT RULES AND REGULATIONS.

**BEARING BASIS:**  
THE BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD83 (93) HARN. THE BEARINGS SHOWN ARE GRID BEARINGS. THESE COORDINATES WERE ESTABLISHED FROM REFERENCE POINT TX04A (NGS PID NO. AB6217), HAVING VALUES 31°43'10.98688"(N), 106°14'29.61456"(W) COMBINED SCALE FACTOR 0.99977223. ALL DISTANCE SHOWN ARE SURFACE DISTANCES.

**VERTICAL DATUM:**  
VERTICAL DATUM IS BASED ON WEST TEXAS AIRPORT REFERENCE POINT TX04A (NGS PID NO. AB6217) NAVD 88 DATUM AND REFERENCED TO NAD83, HAVING AN ELEVATION OF 4005.60. SEE BENCH MARK LIST.

**BENCHMARK:**  
CHISELED SQUARE FOUND ON NORTHEAST CORNER OF A CONCRETE SLAB FOR THE FOUNDATION OF AN EXISTING LIFT STATION.  
ELEVATION= 4007.49'

### METES AND BOUNDS DESCRIPTION

DESCRIPTION OF A 5.839 ACRE TRACT OF LAND, SITUATED IN SECTION 32, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY, EL PASO COUNTY TEXAS, BEING ALL OF THE 1.3258 ACRE TRACT OF LAND CONVEYED TO EL PASO COUNTY WATER AUTHORITY IN A WARRANTY DEED DATED JANUARY 24, 2000, RECORDED IN DOCUMENT NO. 20000008153, IN THE OFFICIAL PUBLIC RECORDS OF EL PASO COUNTY, TEXAS, BEING ALSO ALL OF THE 0.918 ACRE TRACT OF LAND CONVEYED TO EL PASO COUNTY WATER AUTHORITY IN A WARRANTY DEED DATED MAY 2, 1972, RECORDED IN VOLUME 389, PAGE 1784, IN THE OFFICIAL PUBLIC RECORDS OF EL PASO COUNTY, TEXAS, BEING ALSO ALL OF THE 0.5165 ACRE TRACT OF LAND CONVEYED TO EL PASO COUNTY WATER AUTHORITY IN A WARRANTY DEED DATED SEPTEMBER 18, 2001, RECORDED IN DOCUMENT NO. 20010079140, IN THE OFFICIAL PUBLIC RECORDS OF EL PASO COUNTY, TEXAS, AND BEING ALL OF THE 3.072 ACRE TRACT OF LAND CONVEYED TO HORIZON REGIONAL MUNICIPAL UTILITY DISTRICT IN A GENERAL WARRANTY DEED DATED MARCH 23, 2011, RECORDED IN DOCUMENT NO. 20110022780, IN THE OFFICIAL PUBLIC RECORDS OF EL PASO COUNTY, TEXAS, SAID 5.839 ACRE TRACT, BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 5/8-inch iron rod found on the north line of Horizon Boulevard, a 300 foot wide right-of-way, being the southeast corner of said 1.3258 acre tract, being also the southwest corner of a 29.862 acre tract conveyed to Clint Independent School District, recorded in Document No. 20010000595, in the Official Public Records of El Paso County, Texas, and being the southeast corner of the herein described tract;

THENCE N 87°03'11" W, with the north line of said Horizon Boulevard, the south line of said 1.3258 acre tract and said 0.918 acre tract, being also the south line of said 0.5165 acre tract and the south line of said 3.072 acre tract for a distance of 539.88 feet to a 5/8 inch iron rod found on the north line of said Horizon Boulevard, being the southwest corner of said 3.072 acre tract, being also the southeast corner of a 4.5374 acre tract conveyed to Hunt Horizon Crossing 2, L.P., recording information not available at the time of survey, for the southwest corner of the herein described tract;

THENCE, N 03°00'09" E, departing the north line of said Horizon Boulevard, with the east line of said 4.5374 acre tract and the west line of said 3.072 acre tract, for a distance of 483.13 feet to a 5/8 inch iron rod found at an ell corner of said 4.5374 acre tract, being also the northwest corner of said 3.072 acre tract and being the northwest corner of the herein described tract;

THENCE, S 86°58'35" E, for a distance of 429.74 feet to a nail found on the most easterly southeast corner of said 4.5374 acre tract, being also the northeast corner of said 3.072 acre tract, being also the west line of said 29.862 acre tract and being the northeast corner of the herein described tract;

THENCE, with the west line of said 29.862 acre tract, the east line of said 3.072 acre tract and the north and east line of said 1.3258 acre tract, the following three (3) courses and distances:

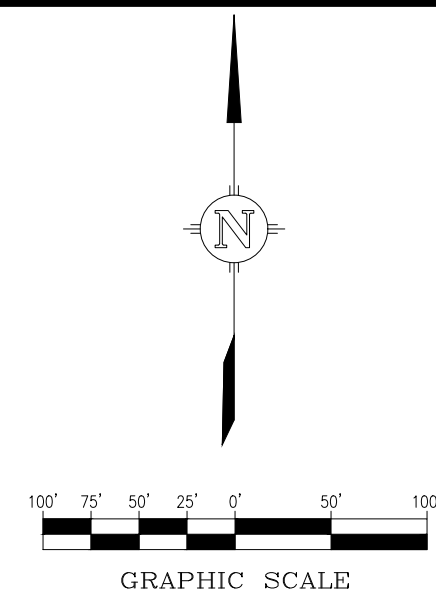
- S 02°32'17" W, for a distance of 56.93 feet to a 5/8 inch iron rod found for an angle point;
- S 87°00'22" E, for a distance of 109.60 feet to a 5/8 inch iron rod with cap stamped "ZWA" set for an interior corner of the herein described tract, and being the northeast corner of said 1.3258 acre tract;

S 02°59'29" W, for a distance of 425.54 feet to the POINT OF BEGINNING and containing 5.839 acres of land.

### PRELIMINARY

TO BE CONSIDERED BY THE  
CITY PLAN COMMISSION  
RECOMMENDATIONS CONCERNING  
THIS PLAT MUST BE FILED BY:

DATE OF PREPARATION: JULY 2023



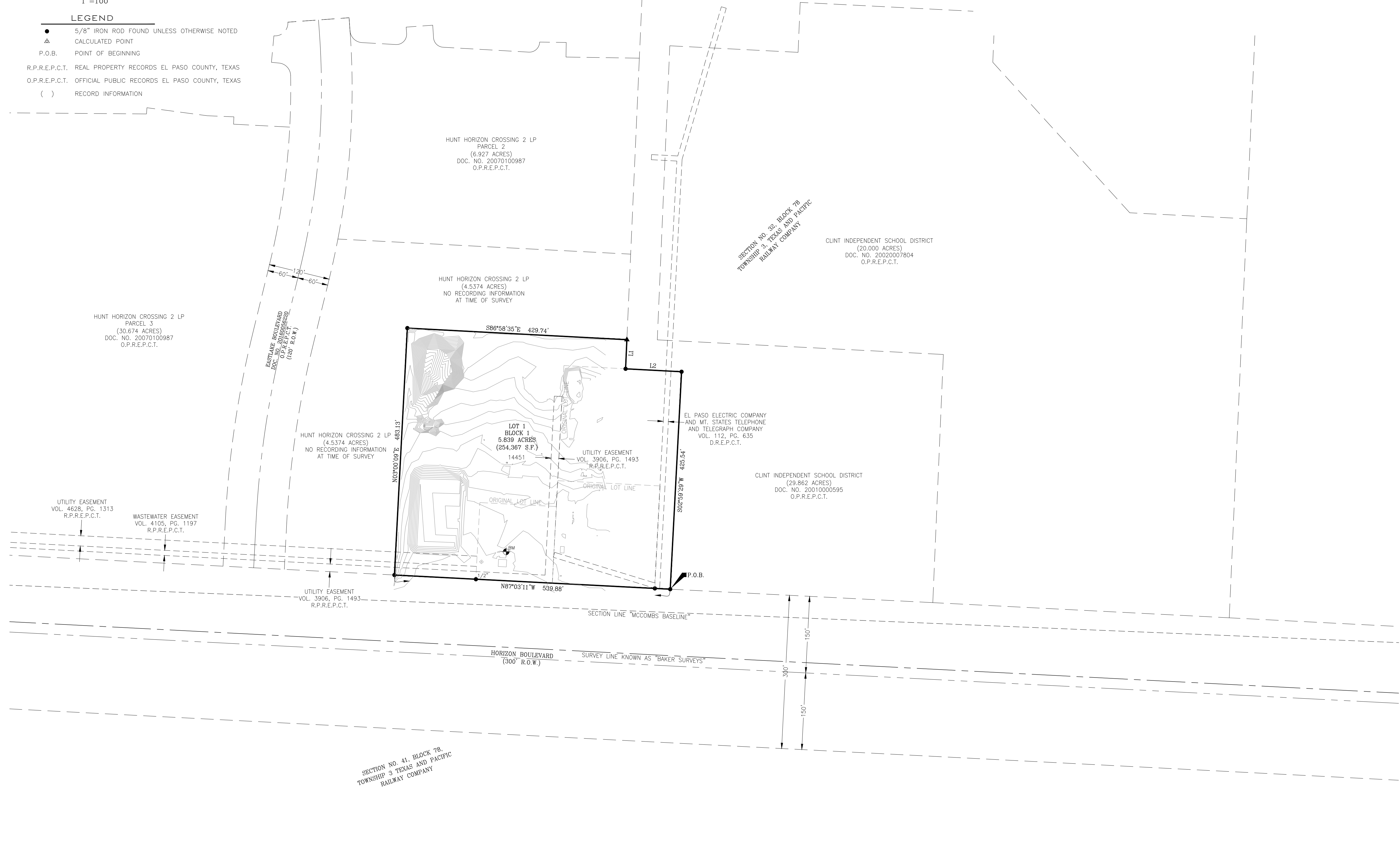
- LEGEND**
- 5/8" IRON ROD FOUND UNLESS OTHERWISE NOTED
  - ▲ CALCULATED POINT
  - P.O.B. POINT OF BEGINNING
  - R.P.R.E.P.C.T. REAL PROPERTY RECORDS EL PASO COUNTY, TEXAS
  - O.P.R.E.P.C.T. OFFICIAL PUBLIC RECORDS EL PASO COUNTY, TEXAS
  - ( ) RECORD INFORMATION

**SCHOOL DISTRICT**  
SOCORRO INDEPENDENT SCHOOL DISTRICT  
12300 EASTLAKE DRIVE EL PASO, TX  
79928

**PROPOSED LAND USE**  
NON-RESIDENTIAL = 1

**OWNER**  
HORIZON REGIONAL MUNICIPAL  
UTILITY DISTRICT  
14100 HORIZON BOULEVARD  
HORIZON CITY, TEXAS 79928

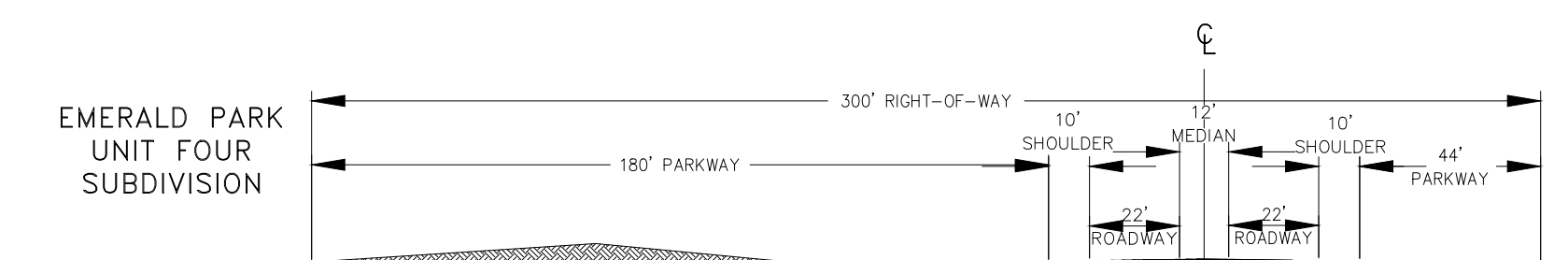
LINE	DIRECTION	DISTANCE
L1	S02°32'17"W	56.93'
L2	S87°00'22"E	109.60'



110 N. Mesa Park Drive, Suite 200 6101 W. Courtyard Dr. Bldg 1, Ste. 100  
El Paso, Texas 79912 Austin, Texas 78730  
Office: (915) 852-9093 Office: (512) 358-4049  
Fax: (915) 629-8506 Fax: (512) 366-5374



**SURVEYOR**  
**ZWA**  
**Zamora, L.L.C.**  
**Professional Land Surveyors**  
Job # 2028-59A  
1510 Zaragoza Road, Suite B-8 • El Paso, TX 79936  
Office: (915) 955-9009 • Fax: (915) 855-9012



HORIZON BLVD.  
MAJOR ARTERIAL  
(300' RIGHT OF WAY)