



HORIZON CITY

Incorporated 1988

**AGENDA
PUBLIC MEETING
REGULAR CITY COUNCIL MEETING
THE TOWN OF HORIZON CITY, TEXAS
Tuesday, November 10, 2020, 6:00 PM**

Notice is hereby given that a Regular City Council Meeting of the Town of Horizon City, Texas will be held on **Tuesday, November 10, 2020 at 6:00 PM** at Virtual Meeting, 15001 Darrington Road, Horizon City, TX 79928, at which time the following will be discussed and considered:

The Town Council and staff will participate in this meeting via videoconferencing or telephone conference. Members of the public may view the meeting online or by videoconferencing via the following:

To watch by videoconferencing:

<https://townofhorizoncity.my.webex.com/townofhorizoncity.my/j.php?MTID=m6ee1f7a75a9ea32d8e2d7f6fa90c123c>

Meeting number (access code): 126 614 6363

Meeting password: V8VrWxKkY27

To Join by Phone

1-408-418-9388

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

CONSENT AGENDA

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

3. **Approval of Minutes from:** **4**
10/26/20 Special City Council Meeting
4. **Discussion and Action:** **8**
Mayor/CIP Manager
On an update on the Capital Improvement Program.
5. **Discussion and Action:** **40**
On a request to accept the portion of the street and drainage improvements within the city limits, as constructed by Hunt Development and in accordance with the Developer Participation Agreement for the Ryderwood Extension Capital Improvement Project, for maintenance.
6. **Request to Excuse Absent Council Members:**

REGULAR AGENDA

7. **Discussion and Action:**
Mayor/Asst. City Atty

On Texas Gas Service Company, a Division of ONE Gas, Inc's Initial Rate Filing for a Conservation Adjustment Clause tariff - Texas Gas Service.

8. Discussion and Action: 42

Mayor/CIP Manager

On the First Amendment to Agreement with Exigo to add tasks for preparation of subdivision plats and selection and installation of furniture, fixtures and equipment for Municipal Facilities Phase 1 Project.

9. Discussion and Action: 47

Mayor/CIP Manager

On a Resolution of the Town of Horizon City, Texas establishing priorities for the 87th Legislative Session in Texas, and authorizing representation of the municipality in advocating positions on such legislative priorities.

10. PUBLIC HEARING: 51

Mayor/CIP Manager

On creation of Reinvestment Zone Number One, Town of Horizon City, Texas pursuant to Chapter 311, Texas Tax Code.

11. Discussion: 52

Mayor/CIP Manager

1st Reading of Ordinance _____, An Ordinance of the City Council of the Town of Horizon City, Texas designating a geographic area within the city as a reinvestment zone pursuant to the Chapter 311 of the Texas Tax Code to be known as Reinvestment Zone Number One Town of Horizon City; describing the boundaries of the zone; creating a board of directors for the zone; establishing a tax increment fund for the zone; containing findings related to the creation of the zone; providing a date for the termination of the zone; immediately upon passage of the ordinance; providing a severability clause and providing an effective date.

12. Discussion and Action: 126

Mayor/Planning Director

On the approval of an agreement with Dude Solutions, Inc. on a subscription agreement for the use of their SmartGov Professional Services, community development software solutions and services in an amount not to exceed \$63,742.00 for the initial 10 -month term of the Agreement and authorize the Mayor to finalize any negotiations on the agreement. The initial term of the Agreement is effective December 1, 2020 through September 31, 2021.

13. PUBLIC HEARING:

Mayor/Planning Director

On a Specific Use Permit application (SUP#002450-2020) request to allow a self-storage facility on a property zoned C-1 (Commercial) located at 500 Horizon Mesa Dr., Horizon City, Texas, 79928 and legally described as Lot 1, Block 2, Horizon Mesa Commercial Unit Two, Horizon City, El Paso County, Texas. 8 acres approximately. Application submitted by Riverbend Development LLC.

14. Discussion and Action: 172

Mayor/Planning Director

On a Specific Use Permit application (SUP#002450-2020) request to allow a self-storage facility on a property zoned C-1 (Commercial) located at 500 Horizon Mesa Dr., Horizon City, Texas, 79928 and legally described as Lot 1, Block 2, Horizon Mesa Commercial Unit Two, Horizon City, El Paso County, Texas. 8 acres approximately. Application submitted by Riverbend Development LLC.

15. PUBLIC HEARING:

Mayor/Planning Director

On a Specific Use Permit application (SUP#002451-2020) request to allow for a service station/mechanic shop, a C-2 (Commercial) use in an M-1 (Industrial) zone, at a property located at 441 S. Darrington Rd. Horizon City, Texas, 79928, legally described 2 Horizon Industrial Park RPL #1, PT of 8 BEG 273.55 FT S of NEC (127.76' ON ST - 400' ON S - 127.76' ON W - 400' ON N) (1.17 AC). Application submitted by Adame Property Investments.

16. Discussion and Action: 184

Mayor/Planning Director

On a Specific Use Permit application (SUP#002451-2020) request to allow for a service station/mechanic shop, a C-2 (Commercial) use in an M-1 (Industrial) zone, at a property located at 441 S. Darrington Rd. Horizon City, Texas, 79928, legally described 2 Horizon Industrial Park RPL #1, PT of 8 BEG 273.55 FT S of NEC (127.76' ON ST - 400' ON S - 127.76' ON W - 400' ON N) (1.17 AC). Application submitted by Adame Property Investments.

17. Discussion and Action: **191**

Mayor/Alderman Corral

On an update to Town project options for expending Federal Coronavirus Relief Funds and authorize the Mayor to sign any agreements necessary to implement any of the coronavirus projects.

18. Discussion and Action: **194**

Mayor/Asst. City Atty

Emergency Ordinance - On the adoption of an Ordinance to continue the Emergency Ordinance instituting emergency measures due to a public health emergency; severability clause; penalty as provided herein.

19. Discussion and Action:

Mayor/Asst. City Atty

On an update regarding the Town's workgroup drafting a Smoke-Free Ordinance.

20. Executive Session

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

Adjournment:

Motion to Adjournment: _____ 2nd _____

Dated this Friday, 11/6/2020

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, 11/6/2020 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
Monday, October 26, 2020, 5:30 PM**

Notice is hereby given that a Special City Council Meeting of the Town of Horizon City, Texas was held on **Monday, October 26, 2020 at 5:30 PM**, at Virtual Meeting, 15001 Darrington Road, Horizon City, TX 79928, at which time the following was discussed and considered:

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

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

Alderman Renteria was absent – 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:

10/13/20 Regular City Council Meeting

4. Request to Excuse Absent Council Member:

A motion was made by Alderman Duran and seconded by Alderman Ortega to delay the vote on item #4 and approve the remainder of the consent agenda. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Absent; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

REGULAR AGENDA

Item #4 was taken after item # 12.

4. Request to Excuse Absent Council Member:

A motion was made by Alderman Miller and seconded by Alderman Duran to excuse absent Council Member Alderman Renteria. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Absent; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

5. Discussion and Action:

Mayor/CIP Manager

On approval of a First Amendment to the Professional Agreement with Huitt-Zollars for the Construction Management Services for Horizon Mesa Park CIP Project and authorizing the Mayor to negotiate a final contract amendment for amount not to exceed \$47,715.00.

CIP Manager spoke regarding this item.

A motion was made by Alderman Corral and seconded by Alderman Duran to approve First Amendment to the Professional Agreement with Huitt-Zollars for the Construction Management Services for Horizon Mesa Park CIP Project and authorizing the Mayor to negotiate a final contract amendment for amount not to exceed \$47,715.00. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Absent; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

6. Public Hearing:

Mayor/Planning Director

On a request for an exception to Chapter 14, Section 602.8 (Exhibit A), Subsection B.7 of the Municipal Code to allow for the sale of alcoholic beverages within 300 feet of a church for property located at 14010 Horizon Boulevard.

Planning Director, Michelle Padilla, Property Owner, John Laemlein and Applicant, Art Alderete spoke regarding this item. No one else spoke.

7. Discussion and Action:

Mayor/Planning Director

On a request for an exception to Chapter 14, Section 602.8 (Exhibit A), Subsection B.7 of the Municipal Code to allow for the sale of alcoholic beverages within 300 feet of a church for property located at 14010 Horizon Boulevard.

Planning Director, Michelle Padilla and Alderman Duran spoke regarding this item.

A motion was made by Alderman Duran and seconded by Alderman Ortega to approve the request for an exception to Chapter 14, Section 602.8 (Exhibit A), Subsection B.7 of the Municipal Code to allow for the sale of alcoholic beverages within 300 feet of a church for property located at 14010 Horizon Boulevard. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Absent; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

8. Discussion and Action:

Mayor/Finance Director

On First Amendment to Interlocal Subrecipient Grant Agreement with the County of El Paso for the distribution of Federal Coronavirus Relief Funds.

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

A motion was made by Alderman Miller and seconded by Alderman Corral to approve the First Amendment to Interlocal Subrecipient Grant Agreement with the County of El Paso for the distribution of Federal Coronavirus Relief Funds. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Absent; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

9. Discussion and Action:

Mayor/Alderman Corral

On a temporary policy change during the emergency declaration period to conduct all City Council meetings virtually online using Webex or other online meeting software starting at 6:00 pm or another time designated by Council.

Alderman Corral spoke regarding this item.

A motion was made by Alderman Duran and seconded by Alderman Ortega to approve the temporary policy change during the emergency declaration period to conduct all City Council meetings virtually online using Webex or other online meeting software starting at 6:00 pm or another time designated by Council. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Absent; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

10. Discussion and Action:

Mayor/Alderman Corral

On potential phasing of Town operations and schedule for additional temporary closure(s) of City Hall and Town facilities to the public and addressing related staffing issues in response to increasing COVID cases in the County of El Paso.

Planning Director, Michelle Padilla and Police Chief, Mike McConnell spoke regarding this item.

A motion was made by Alderman Duran and seconded by Alderman Corral to authorize the Mayor and staff to modify schedules and office hours in response to increasing COVID cases. Alderman Duran amended his motion to include authorizing the Mayor to impose a complete shutdown of City Administrative Offices if an emergency order from the County Judge or Governor is issued. The amended motion was seconded by Alderman Corral. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Absent; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

11. Discussion and Action:

Mayor/Alderman Corral

On Town project options for expending Federal Coronavirus Relief Funds.

Alderman Corral, Asst City Atty, Bertha Ontiveros and Police Chief, Mike McConnell spoke regarding this item.

A motion was made by Alderman Duran and seconded by Alderman Garcia to direct staff to research project options for expending Federal Coronavirus Relief Funds and report back to Council at the next Regular City Council meeting. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Absent; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

12. Discussion and Action:

Mayor/Alderman Corral

On repairs to the Police Department/Municipal Court Building.

Alderman Corral and Police Chief, Mike McConnell spoke regarding this item.

No action taken.

The City Council and staff recessed into Executive Session at 6:41 pm and reconvened at 7:13 pm.

13. Executive Session

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

14. Discussion and Action:

Mayor/Special Counsel

Real Estate Matters: On negotiations regarding the Transit Oriented Development/Town Center.

A motion was made by Alderman Miller and seconded by Alderman Corral to authorize Michael Hernandez, Executive Director of the Horizon Economic Development Corporation, to extend offers to purchase certain parcels of real estate on behalf of the Town of Horizon City and that Mayor Ruben Mendoza is authorized to sign contracts and other documents necessary to complete those purchases: provided the purchases are made in accordance with the terms and conditions discussed in Executive Session today; and all documents are approved as to form and substance by the city's legal counsel. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Absent; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

ADJOURNMENT

A motion was made by Alderman Corral and seconded by Alderman Garcia to adjourn at 7:15 PM.

Approved this ____ day of _____, 20__.

Attest:

Elvia Schuller, City Clerk

Ruben Mendoza, Mayor

Town of Horizon City Capital Improvement Program

Council Meeting
November 10, 2020

Oxbow & Pawling Street Improvements

- Closed on former FAA building
- Have begun coordinating with HRMUD's water line projects on Breaux and Oxbow
- Project will likely follow HRMUD project for improvements on Horizon Blvd., Breaux and Oxbow
- Reviewing plans

Ryderwood Extension

Images from
June 5, 2020



Ryderwood Extension

Next steps

- Verify completion for acceptance
 - Coordinating with County for completion
 - Infrastructure acceptance to Council in late November 10, 2020.
- Confirm costs
- Coordinate with school to address concerns expressed

Municipal Facilities – Phase 1

- Notice to Proceed with Exigo, design consultant, issued March 9, 2020
- Floor layout and site plan developed (Schematic Design) – Departments have concurred with schematic
- Total square footage increased to accommodate permanent PW Department, Municipal Court requests, and entry requirements – will impact Phase 1 costs
- Staff continuing to work on final application for USDA which requires a department-specific environmental document

Municipal Facilities – Phase 1

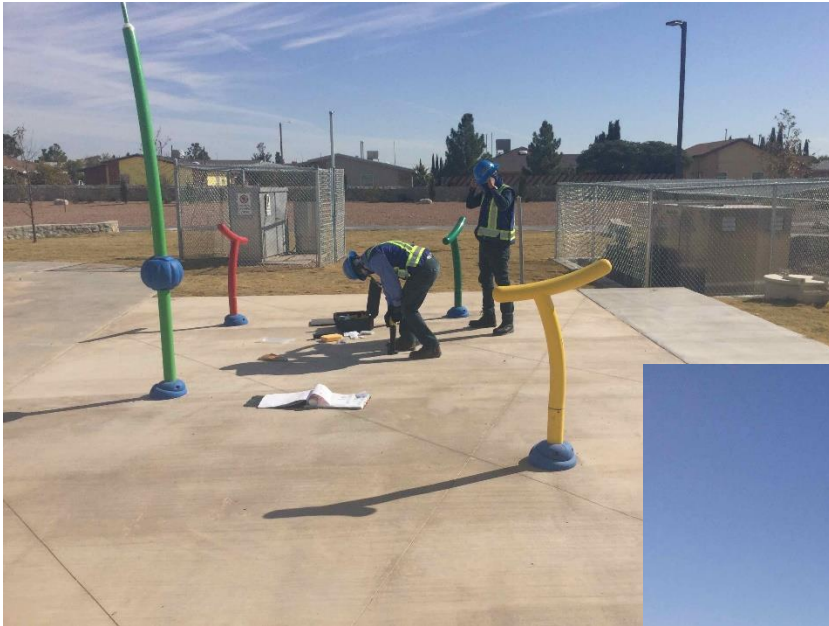
- Staff reviewing final plans
- Schedule is to advertise early in 2021 and award a construction project in the first quarter
- Schedule is contingent on USDA loan approval

Golden Eagle Park

Construction

- Construction contract awarded September 16, 2019
- Construction Start – Fall 2019
- Projected completion date – Fall 2020
- Contractor not on schedule and has been advised of contractual liquidated damages
- Working with MCI, construction manager to review requests for information and address schedule

Golden Eagle Park



Spray Park



Images from MCI,
construction manager

Golden Eagle Park



Images from MCI,
construction manager

Golden Eagle Park



Images from MCI,
construction manager

Horizon Mesa Park

- Notice to Proceed for Construction scheduled for January 20, 2020.
- Completion date – Fall 2020.
- Project delays due to delayed canopy structure and other factors.

Horizon Mesa Park



19

All images from Horizon City

Horizon Mesa Park



Horizon Mesa Park



Corcoran (Corky) Park

Bidding & Construction

- Construction start - Fall/Winter 2020

Street Maintenance Fund

N. Darrington

- City staff had begun considering interim measures before the reconstruction project was approved
- Given wet winter, City staff re-evaluating an interim treatment for the riding surface
- Preliminary estimates total \$750,000 to \$1 million
- Re-evaluating treatment that will address pavement between now and 2022 when reconstruction project is scheduled for award and construction start

Other Streets

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

- **Breaux** – to be packaged with Oxbow & Pawling
- **Duanesburg**
- **S. Kenazo**
- **Acra**

2020 Street Maintenance Program

- Finalizing specifications for requirements contract to address
 - **N. Darrington**
 - **Duanesburg from McMahan to S. Kenazo**
 - **Acra**
- Updated Schedule
 - Review and revise contractual language – Fall/Winter 2020
 - Award Spring 2021

Funding Updates

N. Darrington Reconstruction

- Transportation Policy Board (TPB) approved the 2019 Mobility Plan at its December 13, 2019 meeting.
- Project is scheduled for construction award in **FY 2022**
- Town staff continues working with TXDOT and design team to develop project
- Currently evaluating storm drainage options

Transit

- The 2019 El Paso Mobility Plan also includes County Transit.
- Projects/routes not defined.
- Inclusion in plan identifies transit in the county, outside the El Paso city limits, as a priority for the region.
- Staff reviewing Local Government Corporation with County
 - Bylaws
 - Articles of Incorporation

TOD

Staff, in conjunction with EDC is reviewing grants for planning efforts from

Economic Development Administration (EDA) and
Department of Transportation (DOT)

Next steps will be to include project in region's 2050 Master Transportation Plan (MTP) – the long-term plan at the MPO to make the project eligible for DOT funding.

TASA Application

- Town submitted application to MPO for Transportation Alternatives Set Aside funding for Shared Use Path along N. Darrington
- Selection will be based on competitive process at MPO
- MPO evaluating applications submitted and will have project recommendations by early 2021

Funding Updates – 2050 MTP

2050 Metropolitan Transportation Plan (MTP)

Horizon City Staff submitted projects to MPO as presented to Council at the June 9, 2020 Meeting.

Next steps are to go through project evaluation and selection at the MPO.

Proposed MTP Projects

Project	City Design	TIRZ	City /County Funding
S. Darrington Rd. Repaving (Oxbow to Alberton)	X		
N.. Kenazo Ave. Reconstruction (Eastlake to Horizon)	X		
Alberton Ave/Antwerp Rd. Construction	X		
Dilley & Delake (TOD Phase 1 Roadways)		X	
Transit Plaza with park & ride (TOD)		X	
Horizon City – Socorro Circulator Bus Route			X
Horizon City – UTEP Express Route			X

Safety Projects

- Town submitted several projects for safety funding consideration through TXDOT
- Preliminary review indicates 2 projects are being considered for next round of evaluation
 - S. Darrington Safety Lighting – from Alberton to LTV Rd.
 - N. Kenazo Safety Lighting from Eastlake to Horizon Blvd.

TIRZ Update

Horizon City's Proposed TIRZ

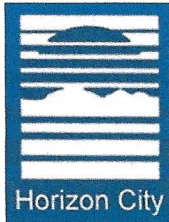


Current Activities

- Preliminary Financing Plan Developed to include
 - Estimates for projects
 - Financial feasibility
- Public Hearing to be held at November 10, 2020 Council meeting
- Ordinance creating TIRZ introduced at November 10, 2020 meeting
- Final adoption scheduled for December 8, 2020 Council Meeting

Town of Horizon City Capital Improvement Program

Council Meeting
November 10, 2020



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: November 6, 2020

To: Honorable Mayor and Members of City Council

From: Teresa Quezada, CIP Manager *T. Quezada 11/6/2020*

SUBJECT: Discussion and Action: On a request to accept the portion of the street and drainage improvements within the city limits, as constructed by Hunt Development and in accordance with the Developer Participation Agreement for the Ryderwood Extension Capital Improvement Project, for maintenance.

In July 2018, Council approved a three-party developer participation agreement for the extension of Ryderwood from the dead end to Emerald Pass. The agreement established the responsibilities for the Town, the County and Hunt Communities as the Developer. Hunt Communities, the developer has completed the construction of the project, and both the County and Town staff have inspected the roadway construction and have determined that it has been constructed in accordance with design standards.

As per the developer participation agreement, the Council will consider accepting the roadway for maintenance. This step is required prior to the City's audit of the construction costs and payment of the City's share to Hunt Communities. The City's share is 15% of the total construction cost.

Once accepted for maintenance, the Town Engineer and Public Works Director will review the cost information provided by Hunt Communities to determine the final cost to be paid by the City.

Staff recommends approval of this item.

November 5, 2020

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

Re: Ryderwood Avenue Extension Improvements Acceptance

Dear Mayor Mendoza,

As of June 1, 2020, the pending punch list items for the roadway improvements referenced above have been completed. As Town Engineer, Huitt-Zollars recommends the final acceptance of the public improvement.

Please do not hesitate to call us at (915) 587-4339, if we can be of further assistance.

Sincerely,

HUITT-ZOLLARS, INC.



Roxanna R. Medina, PE
Project Manager

CC: Michelle Padilla—Director of Planning, Town of Horizon City
Albert Valle, CFM—Public Works Director, Town of Horizon City
Elvia Schuller—City Clerk, Town of Horizon City



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: November 5, 2020

To: Honorable Mayor and Members of City Council

From: Teresa Quezada, CIP Manager *Teresa Quezada 11/5/2020*

SUBJECT: Discussion and Action to authorize an amendment not to exceed \$51,462.50 to the design agreement with Exigo Architecture, LLC for platting and development of furniture fixtures and equipment for Municipal Facilities Phase 1, CIP Project 2018-004

The attached amendment to the agreement with Exigo Architecture, LLC allows the consultant on Municipal Facilities Phase 1 to provide platting services required for the new Municipal Facility and also provides that Exigo will develop the specifications and provide support services connected with the design, purchase and installation of furniture, fixtures and equipment (FFE), other than mobile radios for the Police Department. The amendment includes two components:

- A not-to-exceed amount of \$6,462.50 for platting work; and
- A lump sum fee of \$45,000 for support services associated with FFE procurement and installation.

The amendment follows the format of the American Institute of Architects (AIA) form which is required for the US Department of Agriculture funding that the Town is planning to request. This is the first amendment to the design agreement with Exigo and brings the total contract amount to \$508,104.50

Staff recommends approval of this amendment.

DRAFT AIA® Document G802™ - 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Horizon City Municipal Facilities, Phase
I
15021 Darrington, Horizon City, Texas
79928

AGREEMENT INFORMATION:
Date: B101-2007 dated _____, 2020

AMENDMENT INFORMATION:
Amendment Number: 001
Date:

OWNER: *(name and address)*
Town of Horizon City, Texas, a Texas
home rule municipality
14999 Darrington Road

ARCHITECT: *(name and address)*
EXIGO Architecture LLC, a Texas
limited liability company
211 N. Florence Suite 204

The Owner and Architect amend the Agreement as follows:

The Agreement (AIA Document B101-2007) between Architect and Owner dated _____, 2020 is hereby amended by this First Amendment to add additional services for preparation of subdivision plats and selection of furniture, fixtures and equipment (FFE) as more specifically described in the scope set forth in a letter dated November 2, 2020 re: Additional Services for Municipal Facilities Building (hereafter, "Additional Services"), attached as **Attachment A** hereto and incorporated into this document.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

The compensation for the Additional Services shall be an amount not to exceed FIFTY ONE THOUSAND FOUR HUNDRED SIXTY TWO AND 50/100 DOLLARS (\$51,462.50) based upon the hourly fees set forth in **Attachment B**, attached hereto and incorporated herein. The compensation for the Additional Services shall be in addition to the lump sum compensation for the services in the Agreement (B101-2007) \$442,000 and the amount for expenses approved in the Agreement.

Schedule Adjustment:

The Additional Services shall not have any impact on the Project Schedule

SIGNATURES:

EXIGO Architecture LLC, a Texas
limited liability company
ARCHITECT *(Firm name)*

Town of Horizon City, Texas
OWNER *(Firm name)*

SIGNATURE

Eugenio Mesta AIA, CNU-A
PRINTED NAME AND TITLE

SIGNATURE

Ruben Mendoza, Mayor
PRINTED NAME AND TITLE

DATE

DATE

November 2, 2020

Teresa Quezada, Ph.D., CNU-A
CIP Manager / Planning Department
Horizon City Town
14999 Darrington Rd.
Horizon City, Texas 79928

Re: Additional Services for Municipal Facilities Building

Dear Ms. Quezada:

As per your request, we have prepared this proposal for additional services for the Town of Horizon Municipal Facilities Building. These services include the following:

1.- Prepare a subdivision plat for the proposed project property. We have contacted our Civil Engineer GRV Integrated Engineering Solutions LLC for their proposal (see attached). Their scope includes Preparing a Preliminary and Final Plat to be submitted to the Town of Horizon City, Texas. Our proposed fee for these services is the \$ 5,412.50 as proposed by GRV, plus \$ 1,050.00 for Exigo for a total of \$ 6,462.50. This amount is a not to exceeded and includes any changes and or corrections the Town of Horizon Planning Department may request during the submittal review.

2.- Prepare the selection of Furniture and Fixtures for the Municipal building including the following:

- a. Select all the building furniture including desks, seating, tables, dispatch furniture, gym equipment, break room furniture, etc.
- b. Prepare specifications for all furniture.
- c. Prepare bid package for all furniture.
- d. Assist Bid process, reviewing bids and evaluating bidding companies
- e. Submittal review prior to ordering furniture
- f. Oversee Furniture installation by the selected bidder
- g. Walk thru after furniture installation

Our fee proposal for the above-mentioned services is \$ 45,000.00

We are excited about our continuing efforts on this project and working with the Town of Horizon team. If you have any questions, please do not hesitate to contact me.

Sincerely;



Eugenio Mesta AIA, CNU-A

architecture . interiors
planning . project management

211 N. Florence Suite 204
Paso, Texas 79901
www.exigoarch.com
phone 915.533.0323
fax 915.533.0332



Horizon City
Horizon City Municipal Facilities Phase I

Proposal Date: 10/9/2020
Prepared for: Horizon City

SCOPE OF SERVICES		COSTS	PHASES												TOTAL	
FF&E Services		Calculated Rate	1 Weeks 5 Days		8 Weeks 40 Days		6 Weeks 30 Days		12 Weeks 60 Days		5 Weeks 25 Days		52 Weeks 365 Days		84 Weeks 525 Days	
Personnel Classification	Name	Billable Rate	Program		Schematic Design IT-Electrical Req.		Final Design IT Electrical Req.		Finishes/Fabric Color Selec. Specs.		Bidding		Submittal review		Costs	
			Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost		
Senior Principal	Eugenio Mesta	\$196.00	10	\$1,960	20	\$3,920	10	\$1,960	5	\$980	5	\$980	0	\$0	\$9,800	
Senior Designer	Jesus Ortega	\$127.00	5	\$635	20	\$2,540	20	\$2,540	10	\$1,270	10	\$1,270	15	\$1,905	\$10,160	
Architect Intern/Revit III	Beatriz Diaz	\$88.00	10	\$880	20	\$1,760	20	\$1,760	10	\$880	0	\$0	0	\$0	\$5,280	
Revit II	Paulina Batista	\$76.00	40	\$3,040	60	\$4,560	80	\$6,080	45	\$3,420	0	\$0	20	\$1,520	\$18,620	
Clerical	Miriam Gonzalez	\$45.00	4	\$180	10	\$450	10	\$450	0	\$0	0	\$0	0	\$0	\$1,080	
					0		0				0		0			
Total Fees and Hours by Phase			69	\$6,695	130	\$13,230	140	\$12,790	70	\$6,550	15	\$2,250	35	\$3,425	\$44,940	
														Total Fee (Rounded to nearest 000) * \$45,000		



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: November 5, 2020
To: Honorable Mayor and Members of City Council
From: Teresa Quezada, Ph.D., CIP Manager
SUBJECT: Discussion and Action on Resolution Adopting the Town's Legislative Priorities for the 87th Texas Legislative Session

[Handwritten signature: Teresa Quezada, 11/5/2020]

The attached resolution reflects recommendations for the Council to consider and discuss as the Town of Horizon City's formal legislative priorities for the 87th Texas Legislative Session that begins on January 12, 2021.

Municipalities adopt legislative priorities to

- Articulate policy priorities that may be affected by state legislative action;
- Make their policy priorities public to their constituents;
- Share their policy priorities with their respective state delegation; and
- Provide guidance to elected officials, approved representatives, and staff.

The Legislative Priorities Resolution becomes the document that establishes the Town's priorities and identifies proposed legislation the Town will either support or oppose. To develop the proposed priorities, staff attended a legislative briefing provided by the Bojorquez Law firm to its municipal clients. The attached resolution is based on the sample resolution provided by the law firm and has been distributed to Department Heads for their review and input.

As currently drafted, the resolution indicates the Council supports legislation that enhances the City's ability to solve problems and improve the quality of life for its citizens and opposes legislation that reduces the City's authority or increases the City's costs.

This draft includes support for institutions of higher education as we discussed at the October 13, 2020 Council meeting. The draft designates the Mayor and Planning Director as the authorized individuals who may be advocated on Horizon City's behalf.

LEGISLATIVE PRIORITIES FOR 2021

A RESOLUTION OF THE TOWN OF HORIZON CITY, TEXAS, ESTABLISHING PRIORITIES FOR THE 87TH LEGISLATIVE SESSION IN TEXAS, AND AUTHORIZING REPRESENTATION OF THE MUNICIPALITY IN ADVOCATING CERTAIN POSITIONS

WHEREAS, the City Council of the Town of Horizon City (“Council”) is committed to good governance, intergovernmental cooperation, and the furtherance of democracy at the local level; and

WHEREAS, the Council finds it to be in the public interest, and necessary for the public health, safety and welfare, that the Council take positions on matters that may arise before the 87th Texas Legislature when it convenes during the Spring of 2021; and

WHEREAS, the Council finds legislative involvement to be a legitimate exercise of its elected duties as the governing body serving those who live, work, visit and own property in the city limits and the extraterritorial jurisdiction; and

WHEREAS, the Council acknowledges that the Governor and members of the Texas Senate and the Texas House of Representatives can benefit from the ongoing exchange of information with locally-elected public officials; and

WHEREAS, the Council has identified the following topics worth memorializing on behalf of the people of the Town of Horizon City.

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

A. SUPPORT-

- 1. *Interlocal Cooperation:*** The Council hereby supports legislation that enhances federal, state, and local cooperation.
- 2. *Local Democracy:*** The Council hereby supports legislation that upholds the principle of local government, and reinforces the lawful statutory authority of the locally--elected leaders to respect to the priorities of their citizenry, and respond to community challenges and opportunities.
- 3. *Preserves Municipal Authority:*** The Council hereby supports legislation that maintains or expands the ability of locally-elected legislative bodies to enact local laws and administer regulatory programs.
- 4. *Protect Municipal Revenue:*** The Council hereby supports legislation that protects the ability of locally-elected legislative bodies to assess taxes and impose fees necessary to fund municipal programs, projects and facilities.

5. *Institutions of Higher Education:* The Council hereby supports legislation that advances access to institutions of higher education and research.

B. OPPOSITION-

- 1. *Preemption:*** The Council hereby opposes legislation that erodes weakens, or supersedes the ability of locally-elected leaders to respond to local challenges or opportunities unique to the community.
- 2. *Revenue Reduction:*** The Council hereby opposes legislation that expands appraisal caps, imposes revenue caps on *ad valorem* (property) taxes, restricts sales taxes, limits administrative fees, caps right-of-way fees, commandeers municipal court fines or fees, or otherwise reduces local revenue sources.
- 3. *Intergovernmental Communications:*** The Council hereby opposes legislation that prohibits the expenditure of municipal funds on professional communications and advocacy services, including lobbying and trade association memberships that would help the City track, understand, or influence legislation.

C. ADMINISTRATION-

- 1. *Delegation:*** The Council directs staff to provide a copy of this Resolution to the Town's legislative delegation, that being State Senator César J. Blanco, and State Representative Mary Gonzalez, and other members of the El Paso County legislative delegation.
- 2. *Media:*** The Council directs staff to provide a copy of this Resolution to reporters of our local media outlets.
- 3. *Advocacy:*** The Mayor and Planning Director are hereby authorized to advocate on behalf of the City consistent with this Resolution and otherwise convey the positions expressed herein.
- 4. *TML:*** The Council directs City staff to provide a copy of this Resolution to the Texas Municipal League.

PASSED & APPROVED this, the ___ day of November 2020, by a vote of ___ (*ayes*) to ___ (*nays*) to ___ (*abstentions*) of the Council of Horizon City, Texas.

TOWN OF HORIZON CITY:

Ruben Mendoza, Mayor

ATTEST:

Elvia Schuller, City Clerk
2021 Legislative Priorities, HC, 2020

DRAFT

NOTICE OF PUBLIC HEARING FOR CREATION OF REINVESTMENT ZONE NUMBER ONE, TOWN OF HORIZON CITY, TEXAS PURSUANT TO CHAPTER 311, TEXAS TAX CODE

Notice is hereby given that the City Council of the Town of Horizon City will hold a public hearing during their regularly scheduled city council meeting on Tuesday November 10, 2020, beginning at 6:00 pm, open to the public **via telephonic or video conference communication** to consider the creation of Reinvestment Zone Number One.

Members of the public may participate in the meeting online or by videoconferencing via the following:

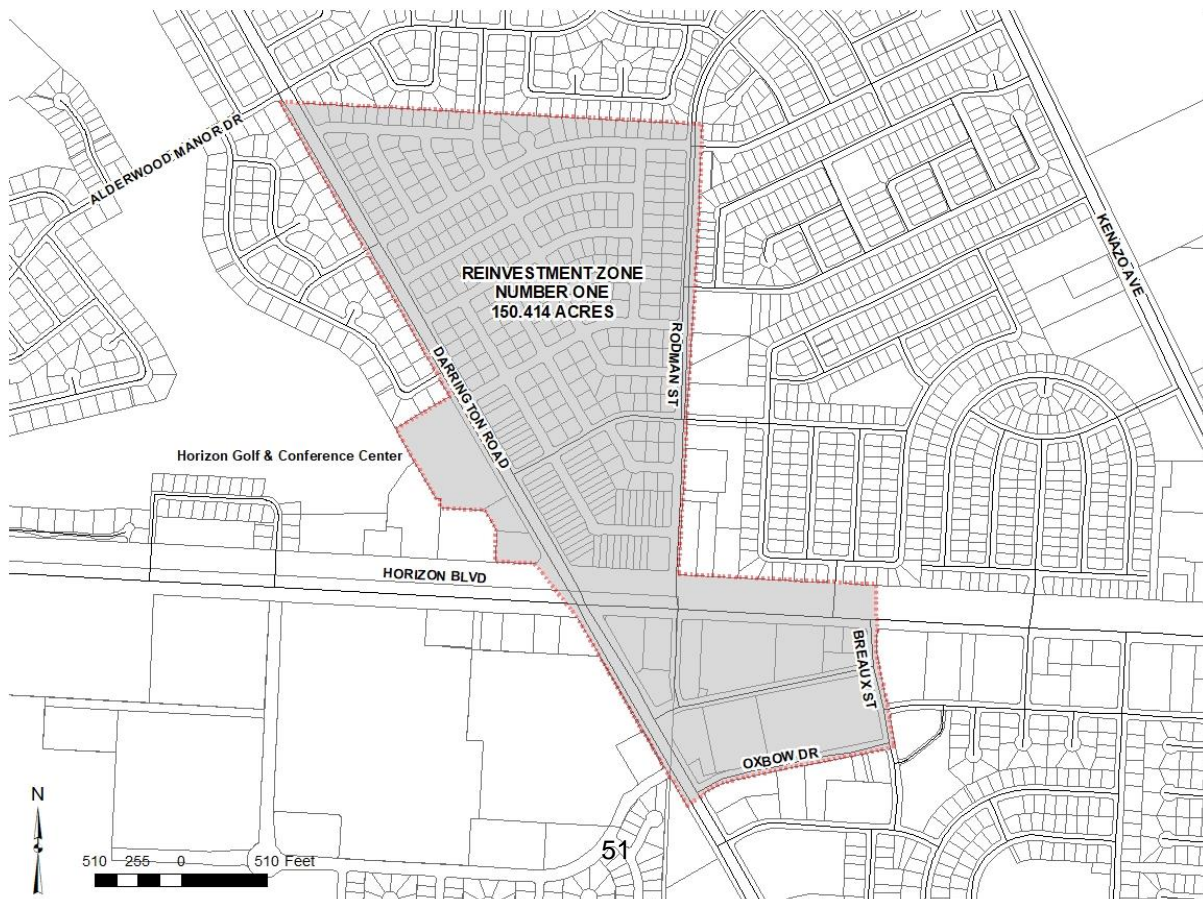
<https://townofhorizoncity.my.webex.com/townofhorizoncity.my/j.php?MTID=m017027ebff2358df1e09602e2e9c55a9>

Meeting number (access code): 126 614 6363

Meeting password: V8VrWxKkY27

To join by phone: 1-408-418-9388

All residents and property owners within the proposed zone and all other interested persons are invited to appear to speak for or against the creation of the zone, its boundaries, or the concept of tax increment financing in general. At or on the adjournment of the public hearing, the City may introduce the ordinance necessary to create Reinvestment Zone Number One, Town of Horizon City, Texas. Further information may be obtained by contacting the City Clerk, Elvia Schuller at (915) 852-1046 ext. 106 or eschuller@horizoncity.org. The boundaries of proposed Reinvestment Zone Number One are described in the following map:





**TOWN OF HORIZON CITY
MEMORANDUM**

Date: November 5, 2020
To: Honorable Mayor and Members of City Council
From: Teresa Quezada, CIP Manager *T. Quezada 11/5/2020*
SUBJECT: Public Hearing on Intent to Create TIRZ and introduction of ordinance to create TIRZ

At the June 9, 2020 Council meeting, staff presented a proposed Tax Increment Reinvestment Zone (TIRZ) as a strategy to proceed with activating the 82 acres on the northeast quadrant of the intersection of N. Darrington Road and Horizon Blvd., the Transit Oriented Development as identified on the Town's Comprehensive Plan. Since that time, staff has been following the steps outlined in that presentation to establish a TIRZ.

The Public Hearing scheduled for November 10, 2020 was advertised in the El Paso Times on November 3, 2020 as required by statute. This hearing provides the public an opportunity "to speak for or against the creation of the zone, its boundaries or the concept of tax increment financing in general."

At the close of the public hearing, Council will consider the introduction of the ordinance that establishes Horizon City's TIRZ No. 1. The public hearing for the ordinance adopting the TIRZ will be scheduled for December 8, 2020.

As required by state statute, the Town has estimated the program of work for the various candidate projects to be funded with the incremental tax revenues generated by the proposed TIRZ and has conducted a financial feasibility study. This information is presented in the preliminary financing plan which is attached to the draft ordinance.

Staff will provide a presentation as part of the public hearing to review TIRZ concepts, the applicability of TIRZ to the proposed zone, and the preliminary program of work and financial analysis.

As part of the public outreach for the TIRZ, staff presented the proposed TIRZ to the Horizon Regional Municipal Utility District (HRMUD) Board on October 22, 2020 at their regular Board meeting. The Board unanimously committed to supporting the projects in the TIRZ and the Town's efforts to create the TIRZ. Staff has also met with County of El Paso Management. Once the preliminary financing plan is finalized, we will share the documents with both the HRMUD Board and El Paso County officials and staff.

A copy of the Notice of Public Hearing and Ordinance are attached for Council's use.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE TOWN OF HORIZON CITY, TEXAS DESIGNATING A GEOGRAPHIC AREA WITHIN THE CITY AS A REINVESTMENT ZONE PURSUANT TO THE CHAPTER 311 OF THE TEXAS TAX CODE TO BE KNOWN AS REINVESTMENT ZONE NUMBER ONE TOWN OF HORIZON CITY; DESCRIBING THE BOUNDARIES OF THE ZONE; CREATING A BOARD OF DIRECTORS FOR THE ZONE; ESTABLISHING A TAX INCREMENT FUND FOR THE ZONE; CONTAINING FINDINGS RELATED TO THE CREATION OF THE ZONE; PROVIDING A DATE FOR THE TERMINATION OF THE ZONE; PROVIDING THAT THE ZONE TAKE EFFECT IMMEDIATELY UPON PASSAGE OF THE ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Horizon City, Texas (“City”) pursuant to Chapter 311 of the Texas Tax Code, as amended (the “Act”), may designate a geographic area within the City as a tax increment reinvestment zone if the area satisfies the requirements of the Act;

WHEREAS, the Act provides that the governing body of the municipality by ordinance may designate a geographic area that is in the corporate limits of the municipality to be a reinvestment zone if the governing body determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future;

WHEREAS, the City Council desires to promote the development of a certain geographic area in the City, which is more specifically described in **Exhibits “A” and “B”** of this Ordinance (the “Zone”), through the creation of the new reinvestment zone as authorized by and in accordance with the Tax Increment Financing Act, codified in Chapter 311 of the Texas Tax Code; and

WHEREAS, pursuant to and required by the Act, the City has prepared a *Preliminary Reinvestment Zone Project Plan and Financing Plan for Reinvestment Zone Number One, Town of Horizon City*, attached as **Exhibit “C”** (the “Preliminary Project and Finance Plan”) for the proposed tax increment reinvestment zone containing the real property within the Zone;

WHEREAS, notice of the public hearing on the creation of the proposed zone was published in a newspaper having general circulation in the City on November 3, 2020, which date is before the seventh (7th) day before the public hearing held on November 10, 2020, attached **Exhibit “D”**;

WHEREAS, at the public hearing on November 10, 2020, interested persons were allowed to speak for or against the creation of the Zone, the boundaries of the Zone, and the concept of tax increment financing, and owners of the property in the proposed Zone were given a reasonable opportunity to protest the inclusion of their property in the Zone; the public hearing was held in full accordance with Section 311.003(c) of the Act;

WHEREAS, evidence was received and presented at the public hearing on November 10, 2020, and in favor of the creation if the Zone;

WHEREAS, after all the comments and evidence, both written and oral, were received by the City Council, the public hearing was closed on November 10, 2020;

WHEREAS, the City has taken all actions required to create the Zone including but not limited to, all actions required by the home-rule Charter of the City, the Act, the Texas Open Meetings Act, and all other laws applicable to the creation of the Zone;

WHEREAS, the percentage of the property in the proposed zone, excluding property that is publicly owned, that is currently used for residential purposes is less than thirty (30) percent; and

WHEREAS, the preliminary project and finance plan has been prepared for the proposed reinvestment zone.

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

SECTION 1. RECITALS INCORPORATED

The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct.

SECTION 2. FINDINGS

That the City Council, after conducting the above described hearing and having heard the evidence and testimony presented at the hearing, has made the following findings:

- (a) That the public hearing on creation of the proposed reinvestment zone has been properly called, held, and conducted and that notice of such hearing has been published as required by law;
- (b) That the creation of the proposed reinvestment zone with boundaries as described and depicted in **Exhibits "A" and "B"** will result in benefits to the City, its residents and property owners, in general, and to the property, residents, and property owners in the reinvestment zone;

- (c) That the proposed reinvestment zone, as defined in **Exhibits “A”** and **“B”**, meets the criteria for the creation of a reinvestment zone set forth in the Act in that:
1. It is located completely within City limits and the improvements in the proposed zone will be of general benefit to the City;
 2. The development or redevelopment of the property in the proposed reinvestment zone will not occur solely through private investment in the reasonably foreseeable future.
 3. The proposed zone meets the criteria and requirements of Section 311.005 of the Texas Tax Code because:
 - a. It substantially arrests or impairs the sound growth of the City, retards the provision of housing accommodations, or constitutes an economic or social liability and is a menace to the public health, safety, morals, or welfare in its present condition and use because of the presence of faulty lot layout in relation to size, adequacy, accessibility or usefulness;
 - b. It is predominantly open and, because of obsolete platting, deterioration of the structures or site improvements, or other factors, substantially impairs or arrests the sound growth of the City.
 4. The proposed zone does not violate the restrictions of the Section 311.006 of the Texas Tax Code because:
 - a. (30) percent or less of the property in the proposed reinvestment zone, excluding property dedicated to public use, is currently used for residential purposes;
 - b. The total appraised value of all taxable real property on the proposed reinvestment zone according to the most recent appraisal rolls of the City, together with the total appraised value of taxable real property in all other existing reinvestment zones within the City, according to the most recent appraisal rolls of the City, does not exceed fifty (50) percent of the current total appraised value of all taxable real property in the City and in the industrial districts created by the City or County;

SECTION 3. DESIGNATION AND NAME OF THE ZONE.

Pursuant to the authority of, and in accordance with the requirements of the Act, the City council hereby designates the area described and depicted in **Exhibits “A”** and **“B”** hereto as a tax increment reinvestment zone. The name assigned to the zone for identification is *Reinvestment Zone Number One Town of Horizon City, Texas* (the “Zone”).

SECTION 4. BOARD OF DIRECTORS.

That a board of directors for the Zone (“Board”) is hereby created. The Board shall consist of (8) members comprised of Town of Horizon City Council members from Places 1 through 7 and the Mayor. The Mayor shall serve as chair of the Board and the Board may elect a vice chairman and such other officers as the Board sees fit. Additionally, each taxing unit that levies taxes within the Zone and chooses to contribute all or part of the tax increment produced by the unit into the tax increment fund may appoint one member of the Board. A contributing taxing entity may waive its right to appoint a director. The number of directors on the Board shall be increased by one for each taxing unit that appoints a director to the Board; provided, that the maximum number of directors shall not exceed fifteen (15). All appointments to the Board must be made in accordance of Section 311.009 of the Act. The powers and duties of the board of directors are set forth in Section 311.010 of the Act.

SECTION 5. DURATION OF THE ZONE.

That the Zone shall take effect immediately upon the passage and approval of this Ordinance, consistent with section 311.004(a)(3) of the Act, and termination of the Zone shall occur upon any of the following: (i) on December 31, 2050; or (ii) at an earlier time designated by subsequent ordinance; or (iii) at such time, subsequent and other obligations of the Zone, and the interest thereon, have been paid in full, in accordance with section 311.017 of the Act.

SECTION 6. TAX INCREMENT BASE AND TAX INCREMENT.

The tax increment fund for the Zone (the “TIF Fund”) is hereby established. The TIF Fund may be divided into additional accounts and sub-accounts authorized by resolution or ordinance of the City Council. The TIF fund shall consist of:

- (i) the percentage of the tax increment, as defined by Section 311.012(a), Texas Tax Code, that each taxing unit which levies real property taxes in the Zone, other than the City, has elected to dedicate to the TIF Fund under agreement with the City authorized by Section 311.013(f), Texas Tax Code; plus
- (ii) 100% percent of the City’s portion of the tax increment, as defined by section 311.013(f), Texas Tax Code, subject to any binding agreement executed at any time by the City that pledges a portion of such tax increment or an amount of other legally available funds whose calculation is based on receipt of any portion of such tax increment. The TIF Fund shall be maintained in an account at the depository bank of the City and shall be secured in the manner prescribed by law for Texas cities. In addition, all revenues from (i) the sale of any obligations hereafter issued by the City and secured in whole or in part from the tax increments; (ii) the sale of any property acquired as part of a tax increment financing plan adopted by the Board; and (iii) other revenues

dedicated to and used in the Zone, or to pay obligations incurred pursuant to agreements entered into to implement the project plan and reinvestment zone financing plan and achieve their purpose pursuant to Section 311.010(b), Texas Tax Code.

SECTION 7. TAX INCREMENT FUND.

There is hereby created and established a “Tax Increment Fund” for the Zone in the depository bank of the City called, “**Reinvestment Zone Number One Town of Horizon City, Texas, Tax Increment Fund** (the “TIF Fund”). Money in the TIF Fund, from whatever source, may be disbursed, invested and paid as permitted by the Act or by any agreements entered in accordance with the Act, or as otherwise authorized by applicable law.

SECTION 8. SEVERABILITY CLAUSE.

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City hereby declares that it would have passed this Ordinance, and each section, subsection clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 9. OPEN MEETINGS

It is hereby found, determined and declared that sufficient written notice of the date, hours, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the time required by law preceding its meeting as required by Chapter 551 of the Texas Government code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City council further ratifies, approves and confirms such written notice and the contents of posting thereof.

SECTION 10 EFFECTIVE DATE.

This Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law and the City Charter.

PASSED AND ADOPTED on this _____ day of December 2020.

TOWN OF HORIZON CITY

By: _____
Ruben Mendoza, Mayor

ATTEST:

Elvia Schuller, City Clerk

APPROVED AS TO FORM:

Sylvia Borunda Firth
Special Project Attorney

**EXHIBIT "A" - TIRZ NUMBER
BOUNDARY DESCRIPTION
PID NUMBERS**

Geographic ID	Property ID	Owner Name	Street #	Street Name
H79100100200020	221233	UNITED STATES OF AMERICA (TR)		OXBOW
H7910010010001A	348273	LOWE RICHARD M.	14011	PAWLING
C95500000100300	583526	HORIZON / DARRINGTON LLC	150	DARRINGTON
H7910010010001B	354566	KIWANIS CLUB OF HORIZON CITY EL PASO COMMUNITY SERVICE	1539	PAWLING
H7910010010001D	338386	DIVERSIFIED RECYCLING SERVICE INC	14032	HORIZON
H7910010010001G	73613	MAST PARTNERS LP	14026	HORIZON
H7910010010001F	361689	MULLEN DOCHOM		PAWLING
C95500000100200	583525	HORIZON/DARRINGTON LLC	13998	HORIZON
H78100202100120	337423	BELTRAN & EDGE LTD	13809	HORIZON
H78100202100130	132067	BELTRAN & EDGE LTD		DARRINGTON
H78100202100040	177345	BELTRAN REV TRUST & EDGE LTD		HORIZON
H78100202100050	406137	BELTRAN REV TRUST & EDGE LTD		HORIZON
H78100202100060	309662	BELTRAN REV TRUST & EDGE LTD		HORIZON
H78100202100070	215964	BELTRAN REV TRUST & EDGE LLC		HORIZON
H78100202100110	104090	BELTRAN & EDGE LTD		HORIZON
H78100202100080	15525	BELTRAN REV TRUST & EDGE LLC		HORIZON
H78100202100090	159554	BELTRAN REV TRUST & EDGE LLC		HORIZON
H78100202100100	198887	BELTRAN & EDGE LTD		HORIZON
H78100202100140	413018	BELTRAN & EDGE LTD		DARRINGTON
X32500000000675	395346	TOWN OF HORIZON CITY	15000	DARRINGTON
H78100202100150	52688	BELTRAN & EDGE LTD		DARRINGTON
H78100202100170	139383	BELTRAN & EDGE LTD		DARRINGTON
H78100202100180	160518	BELTRAN & EDGE LTD		DARRINGTON
H78100202100190	228880	BELTRAN & EDGE LTD		DARRINGTON
H78100202000090	379662	BELTRAN & EDGE LTD		EMIGRANT
H78100202100200	162601	BELTRAN REV TRUST & EDGE LLC		DARRINGTON
H78100202000100	389791	BELTRAN & EDGE LTD		EMIGRANT
H78100202100210	96398	BELTRAN REV TRUST & EDGE LLC		DARRINGTON
H78100202000010	359080	MELINE ARLENE & JANIS C		EMIGRANT
H78100202000020	64806	COLLINS GREGORY W		EMIGRANT
H78100202000030	256723	MIKULA JOHN E		
H78100202000040	79719	DEAN WARD		EMIGRANT
H78100202000050	375481	COLLINS GREGORY W		EMIGRANT
H78100202000060	162158	QUINONEZ NATALIE & JACQUELINE J		EMIGRANT
H78100202000070	357910	HORIZON GROWTH PROPERTIES LLC		EMIGRANT
H78100202000080	134072	HORIZON GROWTH PROPERTIES LLC		EMIGRANT
H78100202000110	413699	BELTRAN & EDGE LTD		EMIGRANT
H78100202100220	124995	BELTRAN REV TRUST & EDGE LLC		
H78100202000120	121593	BELTRAN & EDGE LTD		EMIGRANT
H78100202100230	277718	BELTRAN REV TRUST & EDGE LLC		DARRINGTON

Geographic ID	Property ID	Owner Name	Street #	Street Name
H78100202000130	242362	BELTRAN & EDGE LTD		EMIGRANT
H78100202100240	251107	BELTRAN REV TRUST & EDGE LLC		DARRINGTON
H78100202000250	70226	ESQUEDA SANDRA		ROSSMAN
H78100202000240	299066	ESQUEDA SANDRA		ROSSMAN
H78100202000140	103408	BELTRAN & EDGE LTD		EMIGRANT
H78100202100250	31931	BELTRAN REV TRUST & EDGE LLC		
H78100202000230	281691	ESQUEDA SANDRA		ROSSMAN
H78100202000150	229669	BELTRAN & EDGE LTD		EMIGRANT
H78100202000160	97679	BELTRAN & EDGE LTD		EMIGRANT
H78100202000170	336829	BELTRAN & EDGE LTD		EMIGRANT
H78100202000180	79806	BELTRAN & EDGE LTD		EMIGRANT
H78100202000210	211704	BELTRAN & EDGE LTD		ROSSMAN
H78100201800010	38989	SARINANA MARIO & DORA E		ROSSMAN
H78100201800020	111588	SARINANA MARIO & DORA E		ROSSMAN
H78100201800030	223356	SARINANA MARIO & DORA E		
H78100202000190	117688	BELTRAN & EDGE LTD		
H78100302200020	69714	SANDERA ROBERT E & SHARON (REV TR		DARRINGTON
H78100302200030	181363	BELTRAN & EDGE LTD		DARRINGTON
H78100302200040	44383	BELTRAN & EDGE LTD		DARRINGTON
H78100201900010	60535	CASEY MAE INVESTMENTS LLC		EMIGRANT
H78100302200050	396656	BELTRAN & EDGE LTD		DARRINGTON
H78100201800060	322235	COLLINS GREGORY W		
H78100201800040	203320	SOTO NANCY		DELAKE
H78100302200060	179604	BELTRAN & EDGE LTD		DARRINGTON
H78100201900020	101351	CASEY MAE INVESTMENTS LLC		
H78100302200070	218560	BELTRAN & EDGE LTD		
H78100201900090	154037	CASEY MAE INVESTMENTS LLC		FALLON
H78100201700060	221267	ESQUEDA SANDRA		FALLON
H78100302200080	99380	BELTRAN & EDGE LTD		DARRINGTON
H78100201900030	254374	CASEY MAE INVESTMENTS LLC		EMIGRANT
X32500000000700	175803	TOWN OF HORIZON CITY		
H78100201700010	84826	CUESTA DEL SOL INC		DELAKE
H78100201700020	231987	ESQUEDA SANDRA		DELAKE
H78100201700030	29162	ESQUEDA SANDRA		DELAKE
H78100201700050	146805	VELASQUEZ JORGE A & AREVALO MERCEDES L		DELAKE
H78100201700040	384863	HORIZON GROWTH PROPERTIES LLC		DELAKE
H78100302200100	339797	BELTRAN & EDGE LTD		DARRINGTON
H78100201900080	140998	CASEY MAE INVESTMENTS LLC		
H78100201700070	215227	ESQUEDA SANDRA		FALLON
H78100201900040	401604	CASEY MAE INVESTMENTS LLC		EMIGRANT
H78100201900070	360951	CASEY MAE INVESTMENTS LLC		FALLON

Geographic ID	Property ID	Owner Name	Street #	Street Name
H78100201700170	71735	VARGAS MARIA		CROSS RIVER
H78100201700080	207785	ESQUEDA SANDRA		FALLON
H78100201700160	25006	MASUCCI THOMAS M		CROSS RIVER
H78100201700150	403938	THE MASSUCCI/HOLLAND 2009 REV TRUST		CROSS RIVER
H78100201700140	52395	UNES NATALIE A		CROSS RIVER
H78100100100010	314689	HORIZON PINES CAPITAL LP		
H78100201900050	170933	CASEY MAE INVESTMENTS LLC		EMIGRANT
H78100201700130	240438	UNES NATALIE A		
H78100201700090	16591	ESQUEDA SANDRA		
H78100100100020	198400	HORIZON PINES CAPITAL LP		
H78100100100110	309201	HORIZON PINES CAPITAL LP		
H78100100200010	219037	NERI DANTE		EMIGRANT
H78100100100030	96478	HORIZON PINES CAPITAL LP		
H78100201600010	13488	STRUVE ERIK S & 1		CROSS RIVER
H78100201700100	175438	ESQUEDA SANDRA		FALLON
H78100201600020	343695	REVOCABLE TRUST OF BARBARA L BALLINGER		CROSS RIVER
H78100201600030	159315	CUESTA DEL SOL INC		CROSS RIVER
H78100201600040	332495	CUESTA DEL SOL INC		
H78100201600050	120432	ANDERMAN FAMILY TRUST		CROSS RIVER
H78100100100100	168557	HORIZON PINES CAPITAL LP		
H78100100200020	260038	HORIZON PINES CAPITAL LP		EMIGRANT
H78100100100040	173480	HORIZON PINES CAPITAL LP		
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H78100201600090	98789	TIERRA INVESTMENT PROPERTIES INC		
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H78100201600070	225603	CUESTA DEL SOL INC		
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H78100100100070	119622	HORIZON PINES CAPITAL LP		
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H78100101100260	333874	RAMBAUD EUGENE F		

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H78100101100250	399121	DUARTE BRISelda		
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H78100100300090	117198	CUESTA DEL SOL INC		
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H78100101100040	21071	WISMAR INVESTMENT CO		
H78100100400030	72536	CUESTA DEL SOL INC		GEARHART
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H78100100300070	177512	VILLANUEVA MARCELINO C & 4		
H78100100400040	178238	UNKNOWN OWNER		GEARHART
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H78100100400140	394639	WRLD ENTERPRISES LTD		BENTON
H78100101400080	30047	HUTCHINSON WILLIAM E		
H78100101400110	101409	HORIZON GROWTH PROPERTIES LLC		
H78100101400090	73370	HOMESTEAD EQUITY LLC		

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H78100101400010	385585	RODRIGUEZ ELENA & ISABEL		BENTON
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H78100100400070	289780	HORIZON GROWTH PROPERTIES LLC		GEARHART
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H78100100500010	143913	ALVAREZ BERTHA		DARRINGTON
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H78100100400090	140041	HORIZON GROWTH PROPERTIES LLC		GEARHART
H78100100500160	230783	RASCON OSCAR D		GEARHART
H78100101100200	253524	BRIONES GUILLERMINA		
H78100101100070	275136	NERI GABRIELLA		
H78100100500030	298646	SANCHEZ PETER & SARA		HIGHWEED
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Geographic ID	Property ID	Owner Name	Street #	Street Name
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H78100101300110	239225	DOWD GEORGE E & RUBY F		BENTON
H78100100500060	365964	FARLAND A G		
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H78100100500070	60604	DANIELS CHERYL		HIGHWEED
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H78100100700010	177804	SITGRAVES DARCY D		ETHERIDGE
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H78100101200150	174704	MYRICK AUTUMN		
H78100101200140	370811	CUESTA DEL SOL INC		
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H78100100800060	352610	ARNOLD MARGARET A & 2		
H78100101200050	408133	MAY WILLIE E & MABLE L		
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H78100100600070	301094	FARLAND A G		
H78100101200060	370875	YOUNG KIN-CHING		HIGHWEED
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Geographic ID	Property ID	Owner Name	Street #	Street Name
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H78100101000170	35938	HERRERA RENE		
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H78100100900100	215846	TAYLOR HOWARD V		
H78100100900090	167147	TAYLOR HOWARD V		KINGSTON
H78100100900080	171533	HORIZON GROWTH PROPERTIES LLC		
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H78100100900050	157650	ORDONEZ MARTHA		
H78100100900040	155991	ORDONEZ MARTHA		
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H78100100900010	191763	LOWE DERRICK K		DARRINGTON
H79100100200015	122178	OGLETREE WENDELL	170	DARRINGTON
H79100100200010	221026	BEJARANO JAIME P	160	DARRINGTON
H79100100200030	372358	HARDEN DOYLE B	1538	PAWLING
H7910010010001C	359603	ALUSA (TX) LTD PARTNERSHIP	14034	HORIZON
H7910010010001E	135312	MORALES LUZ A	14000	HORIZON

Geographic ID	Property ID	Owner Name	Street #	Street Name
C95500000100100	584146	MC DONALD'S REAL ESTATE CO	13990	HORIZON
X32100000000150	599152	PEOPLE OF THE STATE OF TEXAS		
H78100202100010	19612	ZAMORA OSVALDO & GARCIA LOURDES	13899	HORIZON
H78100202100160	394180	BELTRAN & EDGE LTD		DARRINGTON
H78100202000260	302879	RYAN GLORIA		ROSSMAN
H78100202100260	243276	BELTRAN REV TRUST & EDGE LLC		DARRINGTON
H78100202000220	158707	BELTRAN & EDGE LTD		ROSSMAN
H78100302200010	53743	SANDERA ROBERT E & SHARON (REV TR		DARRINGTON
H78100202000200	262328	BELTRAN & EDGE LTD		ROSSMAN
H78100201800070	378610	SARINANA MARIO & DORA E		DELAKE
H78100201800050	91357	YOUNG KIN-CHING & 1		DELAKE
H78100201900100	383120	CASEY MAE INVESTMENTS LLC		FALLON
H78100302200110	190442	ALMERAZ SAUL L & CYNTHIA A		DARRINGTON
H78100201700180	288746	JOHNSON DAVID M		CROSS RIVER
H78100100100120	128604	HORIZON PINES CAPITAL LP		
H78100201900060	332727	CASEY MAE INVESTMENTS LLC		FALLON
H78100201700120	57192	ESQUEDA SANDRA		CROSS RIVER
H78100100200120	253353	HORIZON GROWTH PROPERTIES LLC		
H78100201700110	151115	ESQUEDA SANDRA		
H78100201600110	47099	CUESTA DEL SOL INC		
H78100100300010	120676	CUESTA DEL SOL INC		FALLON
H76500000100200	671219	KIDSMAR LLC	14999	DARRINGTON

EXHIBIT “B” - TRZ BOUNDARY MAP

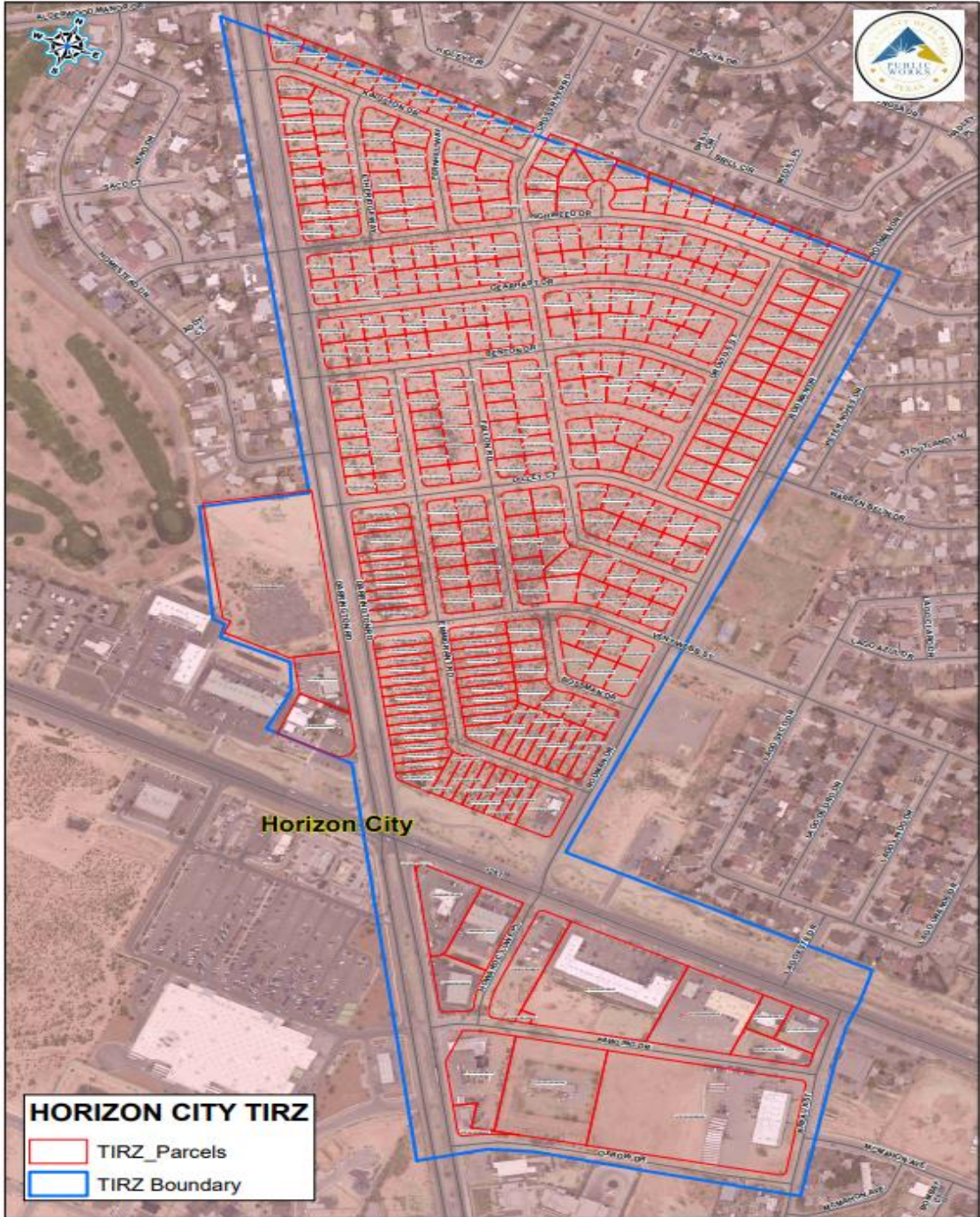


EXHIBIT “C”
PRELIMINARY TIRZ PROJECT AND FINANCING PLAN

**TOWN OF HORIZON CITY
TRANSIT ORIENTED DEVELOPMENT/TOWN CENTER
TAX INCREMENT REINVESTMENT ZONE ONE
PRELIMINARY PROJECT & FINANCING PLAN**

DECEMBER ____, 2020



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Section 1 – Project Plan

Overview

The Town of Horizon City does not have a central district. There are 94.5 developable acres in the middle of the city suitable for a central district, but they have remained undeveloped because of dispersed land ownership.

In 2019, the Town of Horizon City hired Pegasus Planning and Development to analyze the fiscal impacts of constructing a Transit Oriented Development (TOD)/Town Center. The TOD/Town Center Fiscal Impact Report is attached as Appendix 1.

After reviewing the findings of the Fiscal Impact Report, the City has decided to create a “center” of social and economic activity in Horizon City, thereby establishing a central district promoting mixed use development, to provide settings for active community life, social interaction, and increased economic activity. The intent is to encourage a walkable, multi-modal development conducive to increased transit usage.

In order to create a catalyst for further development the City has committed to relocate City Hall into the proposed TOD/Town Center and to create a Tax Increment Financing and Reinvestment Zone (TIRZ District Number One). The city proposes to construct the following within the boundaries of proposed TIRZ Number One:

- City Hall – Administrative Offices
- Municipal Court
- Transit Plaza with surface parking and pedestrian amenities – Phase 1A
- Transit Plaza and parking garage – Phase 1B
- Open space
- Stormwater harvesting facilities
- Drainage Facilities – Underwater Storm System, Ponding areas as necessary
- Street Construction – to include pedestrian amenities for mixed use land use
- Shared use path for pedestrians and bicycles along N. Darrington Rd.
- Water and Wastewater infrastructure to meet projected demands

Description of Tax Increment and Reinvestment Zone No. 1 (TIRZ 1)

The Town of Horizon City has designated approximately 94.5 developable acres of land located in the center of the City bounded by Horizon Heights Unit 10 on the northern boundary, Oxbow Drive to the south and Rodman Street and Breaux Street on the east and Darrington Road on the west.

There are approximately 350 separate parcels in the area proposed to be TIRZ Number One and there is no water or sewer service available to most of the site. These conditions have impaired the ability to develop the area. It is predominately open and much of the platting is obsolete.

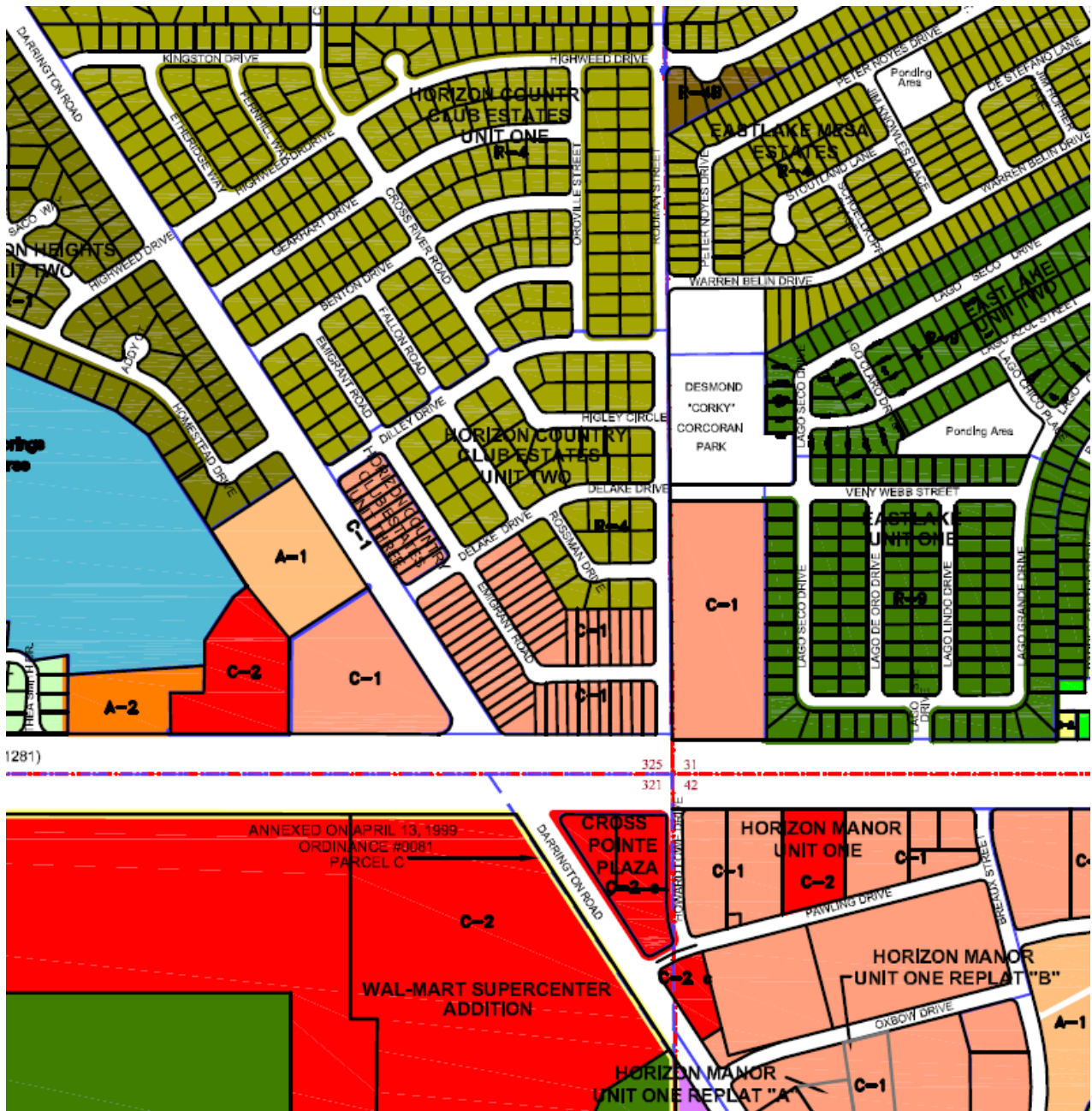
The City Council has determined that development or redevelopment of the proposed TIRZ Number One site is not likely through private development in the foreseeable future without intervention and the creation of the reinvestment zone.

Boundaries of Proposed TIRZ 1



Existing Zoning and Land Use Guidelines

The area is currently zoned for single-family residential development (R-4) with some commercially zoned (C-1) parcels along the Darrington Road and Horizon Boulevard frontages.



Proposed Changes in Master Plans, Zoning Ordinances And Building Codes.
 The proposed changes are contained in the “Transit Oriented Development Regulating Plan approved by the Town of Horizon City Council in November 2019 and attached to this document as Appendix 2. Chapter 9 – Transit Supported Town Center & Design Considerations of the City’s comprehensive plan is attached to this document as Appendix 3.

Taxing Jurisdictions Applicable to TIRZ 1. The governmental entities with taxing jurisdiction of the proposed area of TIRZ 1 are:

- El Paso County
- University Medical Center
- City of Horizon
- ISD – Socorro
- ISD - Clint
- Horizon Regional MUD
- Emergency Services District

Relocation of Displaced Persons. There will be no persons displaced as a result of the creation of TIRZ 1 or the implementation of the Preliminary Project or Finance Plan.

Section 2 - Project Plan Improvements

Definition of Eligible Project Costs.

"Project costs" means the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the municipality or county designating a reinvestment zone that are listed in the project plan as costs of public works, public improvements, programs, or other projects benefiting the zone, plus other costs incidental to those expenditures and obligations.

"Project costs" include:

- (A) capital costs, including the actual costs of the acquisition and construction of public works, public improvements, new buildings, structures, and fixtures; the actual costs of the acquisition, demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and fixtures; the actual costs of the remediation of conditions that contaminate public or private land or buildings; the actual costs of the preservation of the facade of a public or private building; the actual costs of the demolition of public or private buildings; and the actual costs of the acquisition of land and equipment and the clearing and grading of land;
- (B) financing costs, including all interest paid to holders of evidences of indebtedness or other obligations issued to pay for project costs and any

- premium paid over the principal amount of the obligations because of the redemption of the obligations before maturity;
- (C) real property assembly costs;
 - (D) professional service costs, including those incurred for architectural, planning, engineering, and legal advice and services;
 - (E) imputed administrative costs, including reasonable charges for the time spent by employees of the municipality or county in connection with the implementation of a project plan;
 - (F) relocation costs;
 - (G) organizational costs, including the costs of conducting environmental impact studies or other studies, the cost of publicizing the creation of the zone, and the cost of implementing the project plan for the zone;
 - (H) interest before and during construction and for one year after completion of construction, whether or not capitalized;
 - (I) the cost of operating the reinvestment zone and project facilities;
 - (J) the amount of any contributions made by the municipality or county from general revenue for the implementation of the project plan;
 - (K) the costs of school buildings, other educational buildings, other educational facilities, or other buildings owned by or on behalf of a school district, community college district, or other political subdivision of this state; and
 - (L) payments made at the discretion of the governing body of the municipality or county that the governing body finds necessary or convenient to the creation of the zone or to the implementation of the project plans for the zone. Texas Tax Code Section 311.002

Anticipated Project Plan Improvements

TIRZ Number One will require significant public infrastructure in order to activate development in the zone. It is anticipated the primary emphasis of investments from TIRZ Number One will be streets, water, sanitary sewer, utilities, roadway and street improvements, etc. If the resources are available, additional infrastructure and enhancement projects may be added as future projects and related opportunities present themselves. It is anticipated that there will be a short delay in implementing projects as the Board secures necessary financing and undertakes design. Once commenced it is expected the infrastructure will be substantially completed within 4- 5 years.

Eligible Project Costs

1. Infrastructure Improvements include water, sanitary sewer and storm water improvements, roadway and street intersection enhancements, public transportation, utilities, sidewalks, etc.
2. Parks & Streetscape Enhancements include landscaping, lighting and public plazas, etc.
3. Non-Project Costs such as consultants, engineers, surveyors, and other costs in connection with the creation of the zone and implementation of the projects will also be eligible.
4. Administration Expenses including reasonable charges for the time spent by City employees will be eligible for reimbursement as project costs. Administration expenses are estimated to be \$25,000.00 per year.

Summary of Project Costs

The estimated cost of TIRZ Number One public infrastructure is \$25,950,000. The chart below summarizes the project costs.

<u>Project</u>	<u>Estimated Project Costs</u>
<u>Dilley and Delake Drainage Infrastructure</u>	\$2,700,000
<u>Dilley and Delake Street Infrastructure</u>	\$4,200,000
<u>Dilley and Delake Water and Wastewater Infrastructure</u>	\$1,800,000
<u>Transit Center and Parking Lot</u>	\$3,200,000
<u>Shared Use Path along Darrington Rd.</u>	\$650,000
<u>Municipal Court</u>	\$4,700,000
<u>City Hall</u>	\$8,700,000
<u>TOTALS</u>	\$25,950,000

Section 3 – Financing Plan

Financial Forecast Assumptions

The following factors were used to develop the financial forecast:

- 2020 base value of the proposed zone is \$12,431,005;
- 20 years for build out with a bell curve development schedule with projected development value starting in year 6;
- Annual valuation growth of 2%;
- Financial forecasts used the TOD/Town Center Fiscal Impact Report prepared by Pegasus Planning and Development in November 2019;

- 6% discount rate to calculate the net present value of the projected revenue stream;
- 100% participation by 3 taxing entities: Town of Horizon City, Horizon Regional Municipal Utility District (HRMUD) and the County of El Paso.

Development Scenarios

Development scenarios assume that the Board will develop street, drainage, water and wastewater infrastructure as the first priority to foster private development. This work is expected to take 4 to 5 years to develop. Thus, the development scenario assumes little development for the first 4 to 5 years of the TIRZ. Full development was calculated assuming a bell curve trend after the initial 5 years and taking 15 years for final buildout. Development is anticipated to occur based on recommended changes to the zoning which will include primarily commercial development and residential development of no more than 30% of the zone.

TIRZ Revenue Projections and Financial Forecast Summary

DRAFT

Town of Horizon, Texas
Tax Incremental Reinvestment Zone
Low Scenario: 20 Year Bell Curve Development Schedule & Projected Build-Out Assessed Valuation at \$425,537,787

Tax Year	Fiscal Year	Base Value (1)	Projected Development Value (2)	Incremental Value (3)	Total Projected Gross Assessed Value (4)	Allowance for Incremental Personal Property	Allowance for Real Property Exemptions	Total NET Incremental Assessed Value	Fiscal Year	Town of Horizon Participation	Regional MUD Participation	El Paso County Participation	El Paso County Participation	Total Revenue	TRIZ Administration Expense	Net TRIZ Revenue														
																	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
0	2020	2021	\$12,431,005.00	\$ -	\$12,431,005.00	\$ -	\$ -	\$ -	2021	50.744%	50.744%	50.744%	\$0.4800	\$ -	\$ -	\$ -														
1	2021	2022	12,431,005.00	248,620.10	248,620.10	248,620.10	248,620.10	248,620.10	2022	50.744%	50.744%	50.744%	0.4800	4,142.01	4,142.01	4,142.01														
2	2022	2023	12,431,005.00	233,592.50	507,185.00	248,620.10	507,185.00	507,185.00	2023	50.744%	50.744%	50.744%	0.4800	8,449.70	8,449.70	8,449.70														
3	2023	2024	12,431,005.00	258,763.80	776,092.50	248,620.10	776,092.50	776,092.50	2024	50.744%	50.744%	50.744%	0.4800	12,929.70	12,929.70	12,929.70														
4	2024	2025	12,431,005.00	264,141.90	1,055,796.30	248,620.10	1,055,796.30	1,055,796.30	2025	50.744%	50.744%	50.744%	0.4800	17,588.90	17,588.90	17,588.90														
5	2025	2026	12,431,005.00	269,732.23	1,346,008.66	248,620.10	1,346,008.66	1,346,008.66	2026	50.744%	50.744%	50.744%	0.4800	22,434.47	22,434.47	22,434.47														
6	2026	2027	12,431,005.00	275,018.41	1,640,866.61	248,620.10	1,640,866.61	1,640,866.61	2027	50.744%	50.744%	50.744%	0.4800	26,874.61	26,874.61	26,874.61														
7	2027	2028	12,431,005.00	1,771,229.69	3,416,123.64	248,620.10	3,416,123.64	3,416,123.64	2028	50.744%	50.744%	50.744%	0.4800	30,975.65	30,975.65	30,975.65														
8	2028	2029	12,431,005.00	6,022,180.94	9,619,027.08	248,620.10	9,619,027.08	9,619,027.08	2029	50.744%	50.744%	50.744%	0.4800	36,356.85	36,356.85	36,356.85														
9	2029	2030	12,431,005.00	15,586,821.27	25,404,428.89	248,620.10	25,404,428.89	25,404,428.89	2030	50.744%	50.744%	50.744%	0.4800	42,327.55	42,327.55	42,327.55														
10	2030	2031	12,431,005.00	32,390,626.29	58,507,223.76	248,620.10	58,507,223.76	58,507,223.76	2031	50.744%	50.744%	50.744%	0.4800	48,920.86	48,920.86	48,920.86														
11	2031	2032	12,431,005.00	67,860,691.69	112,814,258.92	248,620.10	112,814,258.92	112,814,258.92	2032	50.744%	50.744%	50.744%	0.4800	56,162.44	56,162.44	56,162.44														
12	2032	2033	12,431,005.00	136,136,890.69	249,017,122.78	248,620.10	249,017,122.78	249,017,122.78	2033	50.744%	50.744%	50.744%	0.4800	64,173.89	64,173.89	64,173.89														
13	2033	2034	12,431,005.00	279,679,117.75	528,698,240.53	248,620.10	528,698,240.53	528,698,240.53	2034	50.744%	50.744%	50.744%	0.4800	73,892.39	73,892.39	73,892.39														
14	2034	2035	12,431,005.00	531,386,890.69	960,085,131.22	248,620.10	960,085,131.22	960,085,131.22	2035	50.744%	50.744%	50.744%	0.4800	85,384.52	85,384.52	85,384.52														
15	2035	2036	12,431,005.00	1,065,821.27	1,977,902.49	248,620.10	1,977,902.49	1,977,902.49	2036	50.744%	50.744%	50.744%	0.4800	99,999.12	99,999.12	99,999.12														
16	2036	2037	12,431,005.00	15,586,821.27	373,709,251.19	248,620.10	373,709,251.19	373,709,251.19	2037	50.744%	50.744%	50.744%	0.4800	116,923.63	116,923.63	116,923.63														
17	2037	2038	12,431,005.00	6,022,180.94	397,206,095.54	248,620.10	397,206,095.54	397,206,095.54	2038	50.744%	50.744%	50.744%	0.4800	136,325.52	136,325.52	136,325.52														
18	2038	2039	12,431,005.00	1,771,229.69	396,721,447.14	248,620.10	396,721,447.14	396,721,447.14	2039	50.744%	50.744%	50.744%	0.4800	159,792.18	159,792.18	159,792.18														
19	2039	2040	12,431,005.00	1,771,229.69	404,832,999.05	248,620.10	404,832,999.05	404,832,999.05	2040	50.744%	50.744%	50.744%	0.4800	187,840.10	187,840.10	187,840.10														
20	2040	2041	12,431,005.00	1,771,229.69	413,106,782.00	248,620.10	413,106,782.00	413,106,782.00	2041	50.744%	50.744%	50.744%	0.4800	219,979.18	219,979.18	219,979.18														
21	2041	2042	12,431,005.00	1,771,229.69	421,368,917.64	248,620.10	421,368,917.64	421,368,917.64	2042	50.744%	50.744%	50.744%	0.4800	256,805.14	256,805.14	256,805.14														
22	2042	2043	12,431,005.00	1,771,229.69	429,796,295.99	248,620.10	429,796,295.99	429,796,295.99	2043	50.744%	50.744%	50.744%	0.4800	298,005.24	298,005.24	298,005.24														
23	2043	2044	12,431,005.00	1,771,229.69	438,392,221.91	248,620.10	438,392,221.91	438,392,221.91	2044	50.744%	50.744%	50.744%	0.4800	344,345.35	344,345.35	344,345.35														
24	2044	2045	12,431,005.00	1,771,229.69	447,160,495.38	248,620.10	447,160,495.38	447,160,495.38	2045	50.744%	50.744%	50.744%	0.4800	395,005.94	395,005.94	395,005.94														
25	2045	2046	12,431,005.00	1,771,229.69	456,160,495.38	248,620.10	456,160,495.38	456,160,495.38	2046	50.744%	50.744%	50.744%	0.4800	450,005.94	450,005.94	450,005.94														
26	2046	2047	12,431,005.00	1,771,229.69	465,225,338.03	248,620.10	465,225,338.03	465,225,338.03	2047	50.744%	50.744%	50.744%	0.4800	510,005.94	510,005.94	510,005.94														
27	2047	2048	12,431,005.00	1,771,229.69	474,329,839.69	248,620.10	474,329,839.69	474,329,839.69	2048	50.744%	50.744%	50.744%	0.4800	575,005.94	575,005.94	575,005.94														
28	2048	2049	12,431,005.00	1,771,229.69	484,020,436.49	248,620.10	484,020,436.49	484,020,436.49	2049	50.744%	50.744%	50.744%	0.4800	645,005.94	645,005.94	645,005.94														
29	2049	2050	12,431,005.00	1,771,229.69	493,700,845.22	248,620.10	493,700,845.22	493,700,845.22	2050	50.744%	50.744%	50.744%	0.4800	720,005.94	720,005.94	720,005.94														
30	2050	2051	12,431,005.00	1,771,229.69	503,574,862.13	248,620.10	503,574,862.13	503,574,862.13	2051	50.744%	50.744%	50.744%	0.4800	800,005.94	800,005.94	800,005.94														
\$355,543,294.98																\$31,479,873.47	\$11,999,025.18	\$31,566,931.55												

(1) Base Value provided by City Staff.
(2) Assumes it takes 20 years to build out with a bell curve development schedule with projected development value starting from Years 6-20.
(3) Assumes Annual Valuation Growth at 2% per Year. These projections have not included an allowance for incremental personal property value (not subject to TRIZ capture) or for other Real Property Exemptions.
(4) Taxable Assessed Valuation (TAV) provided by TDD/Town Center Fiscal Impact Report prepared by Pegasus Planning and Development (November 2019). Assumes TAV for the Low Scenario.
(5) Assumes 10% for an allowance for incremental personal property and 5% allowance for incremental related real property exemptions.



Financial and Economic Feasibility

Based upon the proposed project plan and the anticipated tax increment revenue, the plan is economically and financially feasible, TIRZ Number One should generate sufficient revenue to pay for the \$25,950,000 in public infrastructure and administrative costs.

Section 4 – Terms

Project Cost Estimates: All project costs listed in this document are estimates and shall not be considered limitations on allowed project expenditures.

TIRZ Number one has a term of 30 years and is scheduled to expire on December 31, 2050.

Section 5 – Compliance and Reporting

The Board policies will comply with all federal, state, and local laws, rules and regulations. The Board and will submit all reports as may be required by state law.

Section 6 - Conclusions

Based on the financial analysis for the proposed zone and the program of work, TIRZ Number One is financially feasible and is expected to foster development that complies with Horizon City's Comprehensive Plan and vision for the future. Absent public involvement and financing in this area, development is hindered by multiple property owners and significant development costs to install the necessary street, drainage, water and wastewater infrastructure. TIRZ Number One is expected to be the catalyst that allows the Board to partner with other jurisdictions and the private sector to continue developing the zone.

TOD/Town Center Fiscal Impact Report

By Pegasus Planning and Development

November, 2019



TOWN OF HORIZON CITY

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Executive Summary

The Town of Horizon City hired Pegasus Planning and Development to analyze the fiscal impacts of the buildout of the proposed TOD/Town Center. Earlier this year, Pegasus was hired by Horizon City to create a regulating plan for the TOD/Town Center, which involved numerous stakeholder engagements with developers, landowners, neighbors, and policymakers, and city staff. This Fiscal Impact Analysis is based on the zoning categories outlined in the TOD/Town Center Regulating Plan, and considers the impacts on population, employment, property values, and tax revenues under three development scenarios.

The Fiscal Impact Analysis outlines the estimated population growth and fiscal impacts (on property values, property tax revenue, and sales tax revenue) based on three scenarios: low, base, and high. The low and base scenarios assume developers will use entitlements to the greatest extent possible, but also includes an “underbuild” assumption, which incorporates an assumption as to what cannot be built due to site constraints. The base scenario assumes a standard underbuild assumption of 85% for mixed use and 80% for residential, while the low scenario assumes a 20% *greater than usual* underbuild (as compared to the base scenario). The underbuild percentages can be understood as follows: an 80% underbuild means building at 80% of capacity. The high scenario is equivalent to full buildout and also assumes that developers will use full entitlements, but differs, as it does not include an underbuild assumption.

It was found that for the low to high scenarios, ***the population capacity ranges from 4,415 to 5,742 people; the jobs range from 2,063 to 2,633; the property tax revenues range from \$2.08 million to \$2.68 million; and the sales tax revenue ranges from \$2.1 million to \$2.7 million.***

The purpose of this analysis is to provide the Town of Horizon City with the estimated population and fiscal impacts of the development of the TOD/Town Center. The buildout analysis serves to project the impacts that could occur and enables a community to test the reality of its development regulations.

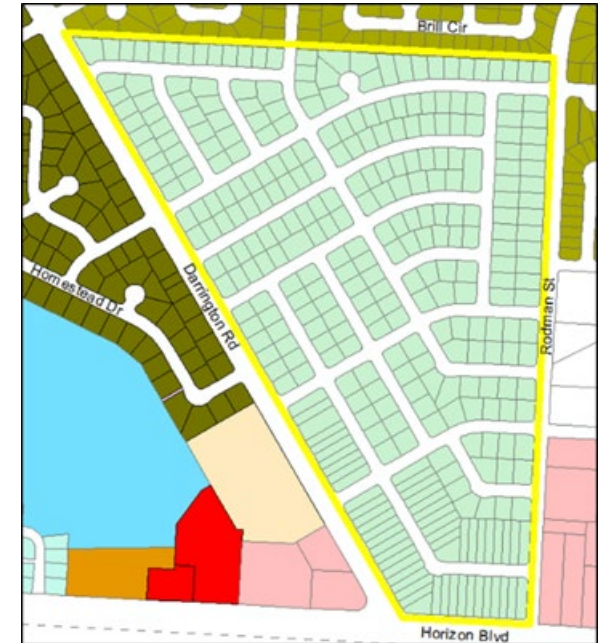


Illustration of TOD/Town Center Applicability, TOD/Town Center Regulating Plan, Pegasus 2019

Introduction

Context

The Town of Horizon City does not have a central district. When the city was created, 87 acres in the middle of the City was intended for this purpose. However, due to dispersed land ownership, these 87 acres of land have remained undeveloped in the heart of Horizon City. These parcels present an opportunity for Horizon City to create a central district, with new businesses and diverse housing options. In addition to the economic potential, the new central district will enhance community identity and provide much needed space for social interaction.

Process

Pegasus was hired by the Town of Horizon City in June 2019 to create a regulating plan for the TOD/Town Center. The Town of Horizon City desires to create a central district and foster transit-oriented development (TOD) in certain areas of the city, but their standing land development code did not allow for, encourage, or support TODs. The process was multifaceted and involved two public engagements (in July and August).

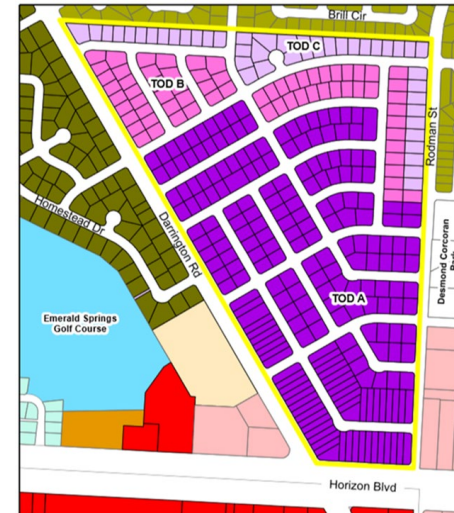
In July, Pegasus held three presentations and focus groups with neighbors, policymakers and city staff, and developers and landowners. These meetings focused on illustrating various TOD/Town Center building typologies and site development standards and culminated in an understanding of each groups' priorities for the TOD/Town Center's vision, goals, and standards. Shortly after these meetings, City Council approved the relocation of the City Hall into the TOD/Town Center.

Introduction (cont'd)

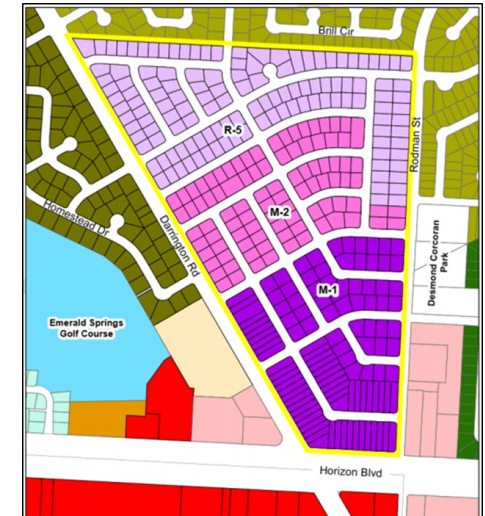
In August, Pegasus presented a draft of the TOD/Town Center regulating plan and a proposed zoning map to City Staff and Council. The first draft of the zoning map was denser and included more M-1 and less R-5. After incorporating comments and feedback from City Staff and Council, Pegasus submitted a second draft of the zoning map which included a larger residential buffer (R-5) to the north, with a more gradual transition of density to the south. Pegasus also incorporated feedback regarding the regulating plan and submitted a final draft of the plan and zoning map to the Town in late August.

In October, the Town hired Pegasus to perform a build-out analysis of the updated FLUM of the TOD/Town Center. This report quantifies the fiscal impacts of development, based on three development scenarios.

To accomplish this Fiscal Impact Analysis, Pegasus input population and employment assumptions for each zoning category (R-5, M-2, M-1), incorporated current sales and property tax rates, and utilized these inputs to determine impacts for the three scenarios: low, base, and high.



TOD/Town Center Zoning Map, Draft One



TOD/Town Center Zoning Map, Final Draft

The three districts in the final zoning map are briefly described as follows:

- M-1: high density mixed use
- M-2: medium density mixed use
- R-5: residential

Model Assumptions

The Fiscal Impact Analysis incorporates a number of assumptions, some which differ per scenario and others which remain the same. This section does not outline all of the assumptions incorporated in the model but serves to explain some of the key assumptions. Two key assumptions which *differ* per scenario are: development intensities (FAR) and underbuilding.

FAR (Floor Area Ratio)

The FAR is the ratio of a building’s total floor area, as compared to the size of the piece of land upon which it is built. FAR assumptions are based on various factors, such as height maximums, setback requirements, and underbuild assumptions (described below). The following chart outlines the FAR assumptions per scenario.

	FAR Per Scenario		
	Low	Base	High
R-5	.64	.74	.84
M-2	.85	1.04	1.46
M-1	1.41	1.62	1.99

FAR per Scenario, Fiscal Impact Report, Pegasus 2019

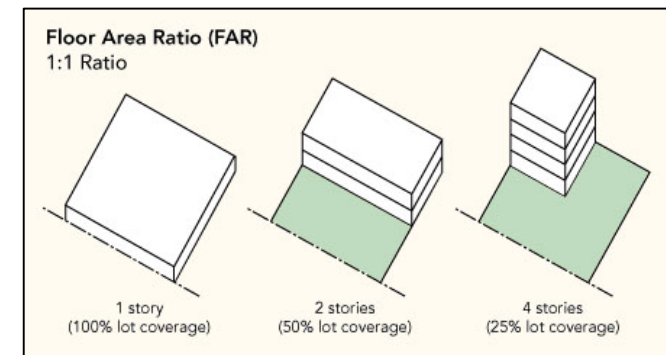


Illustration of 1:1 FAR Ratio

Underbuild

The underbuild assumption incorporates an assumption as to what cannot be built due to site constraints. The low and base scenarios assume developers will use entitlements to the greatest extent possible, but also includes underbuild assumptions. The base scenario assumes a standard underbuild assumption of 85% for mixed use and 80% for residential, while the low scenario assumes a 20% “greater than usual” underbuild (as compared to the base scenario). The underbuild percentages can be understood as follows: an 80% underbuild means building at 80% of capacity. The high scenario is equivalent to full buildout and assumes developers will use full entitlements, with no underbuild assumption.

Model Assumptions Continued

Various key assumptions remain the *same* throughout the scenarios, such as the mix of uses, the acreage breakdown (based on the finalized TOD zoning map), the sales tax and the property tax rates (based on 2019 figures), estimated household sizes, and estimated jobs per acre. This and the subsequent slide detail these assumptions. The chart below highlights the acreage and mix of uses per zoning category, which are consistent throughout the three scenarios.

Zoning Category	Acreage	Residential	Office	Retail
R-5	24.79	100%	0%	0%
M-2	17.55	75%	10%	15%
M-1	22.25	50%	30%	20%

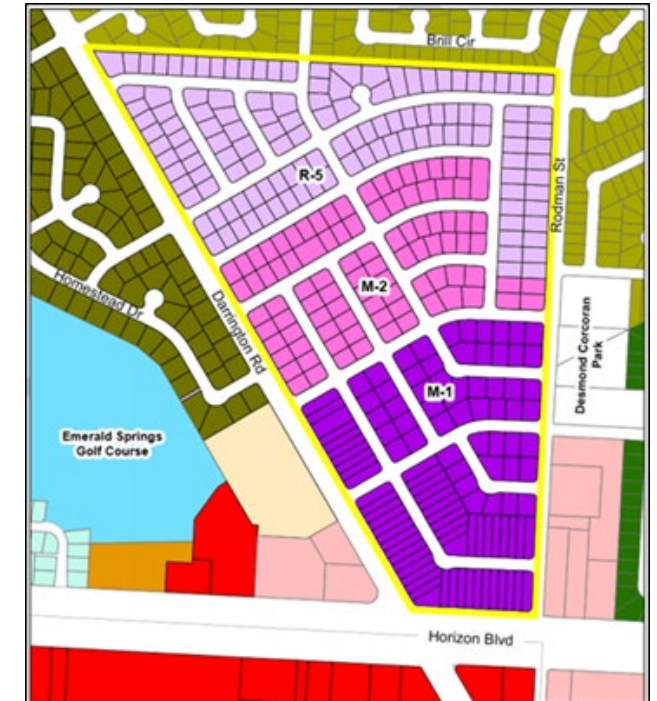
Acreage and Mix of Uses per Zoning Category, Fiscal Impact Report, Pegasus 2019

As highlighted in the chart, the R-5 zone will be 100% residential, providing a buffer for the existing residential to the north of the TOD/Town Center. M-2 will be a mixed-use zone with mostly residential (75%), some light office (10%) and retail (15%). Finally, M-1 will be the denser zoning category, with the highest percentage of office (30%) and retail (20%).

The following tax rates (2019) were used for the sales and property tax calculations:

Sales Tax
2% of \$285 of sales/s.f. of retail space

Property Tax 89
.49 per \$100 valuation



TOD/Town Center Final Zoning Map, TOD/Town Center Regulating Plan

Model Assumptions Continued

In addition to the aforementioned assumptions, the following assumptions on households and jobs also remain consistent throughout the scenarios, with differences being marked by *zoning category*.

Households

Zoning Category	Units/Acre	Average Unit S.F	Average People/Unit
R-5	16	1,400	3
M-2	29	1,000	2
M-1	24	1,000	2

Household Assumptions per Zoning Category, Fiscal Impact Report, Pegasus 2019

**Average household size per most recent ACS data is 3.52. We are assuming a smaller average household size per unit in the TOD/Town Center due to smaller unit sizes than the community average.*

Jobs

Zoning Category	Office Jobs/Acre	Retail Jobs/Acre
M-2	10.4	10.4
M-1	39	17.4

Job Assumptions per Zoning Category, Fiscal Impact Report, Pegasus 2019

Summary of Findings

The chart below provides an overview of the Fiscal Impact Analysis findings by scenario, which will be described in greater detail in the subsequent slides.

TOD/Town Center Population & Fiscal Impact	Population			Fiscal Impact		
	Households	People	Jobs	Property Value	Property Tax Revenue	Sales Tax Revenue
Base Scenario (standard underbuild)	2,180	5,160	2,402	\$ 496,707,122	\$ 2,433,865	\$ 2,469,711
High Scenario (no underbuild)	2,418	5,742	2,633	\$ 547,660,806	\$ 2,683,538	\$ 2,705,321
Low Scenario (underbuild 20% bigger than usual)	1,862	4,415	2,063	\$ 425,537,787	\$ 2,085,135	\$ 2,113,493

Fiscal Impact Analysis Summary of Findings, Fiscal Impact Report, Pegasus 2019

Base Scenario

The base scenario assumes a standard underbuild assumption of 85% for mixed use and 80% for residential. With these assumptions, Horizon City could anticipate approximately 2,180 households with 5,160 people and 2,402 jobs. The estimated property tax revenue would be \$2,433,865, and the estimated sales tax revenue would be \$2,469,711.

High Scenario

The high scenario includes no underbuild assumption. With this scenario, Horizon City could anticipate 2,418 households with approximately 5,742 people and 2,633 jobs. The estimated property tax revenue would be \$2,683,538, and the estimated sales tax revenue would be \$2,705,321.

Low Scenario

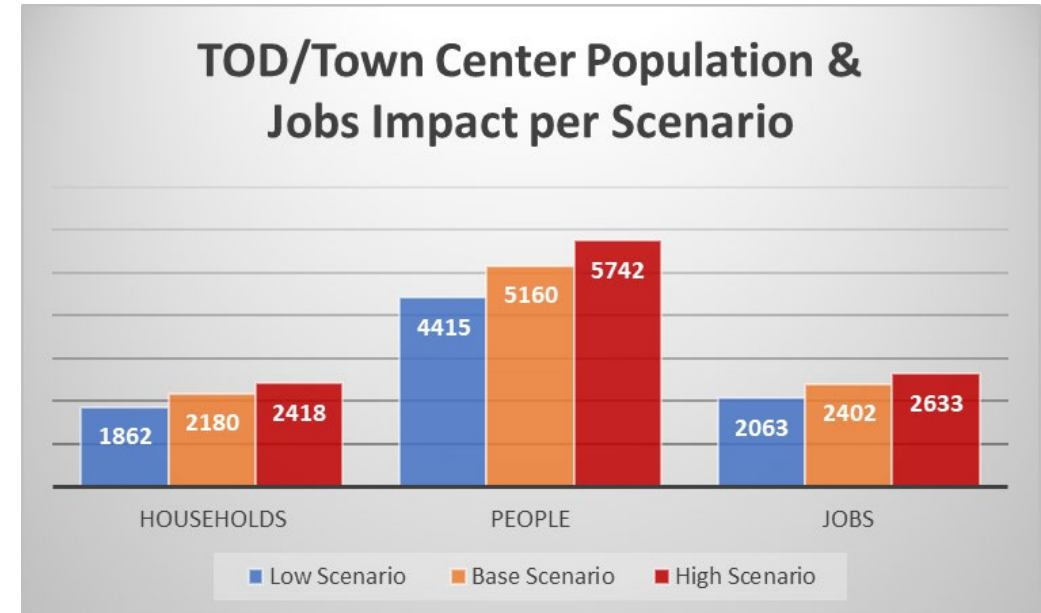
The low scenario assumes a 20% greater than usual underbuild than the base scenario. These assumptions considered, Horizon City could anticipate 1,862 households with approximately 4,415 people and 2,063 jobs. The estimated property tax revenue would be \$2,085,135, and the estimated sales tax revenue would be \$2,113,493.

Population & Jobs

The chart to the right demonstrates the anticipated impacts on population growth and jobs depending on the intensity of development. The population capacity ranges from 4415 to 5742 people and assumes 16 units/acre in R-5, 29 units/acre in M-2, and 24 units/acre in M-1. There are less units per acre in M-1 because this zoning category assumes 50% for residential, as compared to 75% in M-2, and 100% in R-5.

The household capacity ranges from 1862 to 2418 households and assumes an average of 3 people per unit in R-5 and 2 people per unit in M-2 and M-1. While the average household size from the most recent ACS data is 3.52 people, this model assumes a smaller average due to smaller than average unit sizes in the TOD/Town Center.

The capacity for jobs ranges from 2063 to 2633. The model assumes 10.4 office jobs and 10.4 retail jobs per acre in M-2. The mix of uses allows for significantly more jobs in M-1 (50%, versus 25% in M-2). As such, the model assumes 39 office jobs and 17.4 retail jobs per acre in M-1.



Population and Job Impacts per Scenario, Fiscal Impact Report, Pegasus 2019

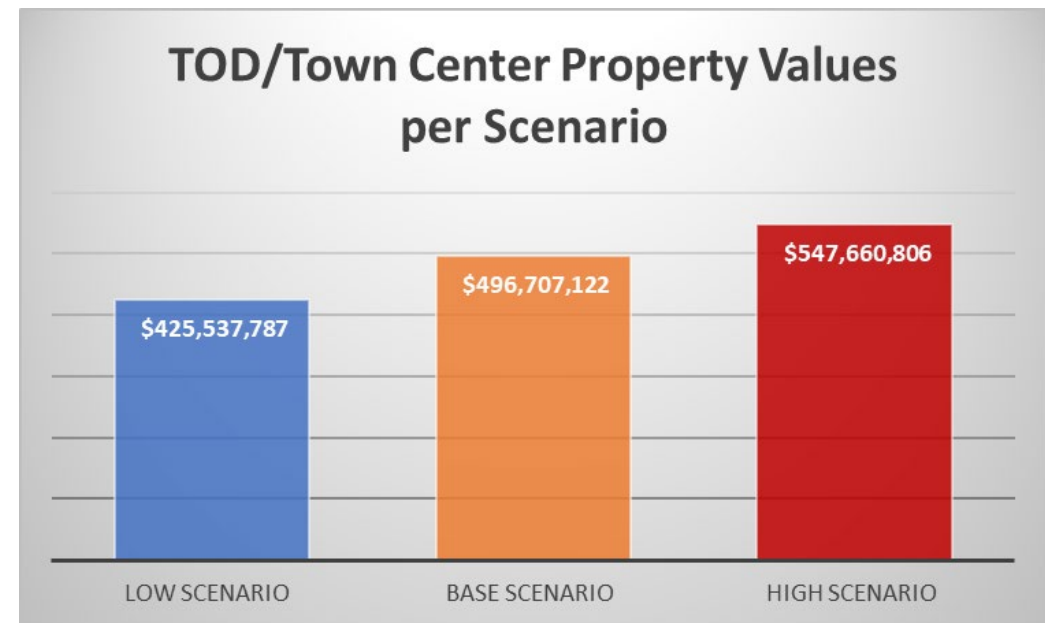
Property Values

Depending on the intensity of development, the approximate property values in the TOD/Town Center could range from \$425,527,787 to \$547,660,806.

These estimates look at various factors, such as the mix of uses and acreage per zoning category. The average price per s.f. used in these calculations were \$115/s.f. for residential and \$250/s.f. for commercial. The average price per s.f. of commercial used in these assumptions was derived from averages found from Loopnet’s listings for Horizon City. The residential price per s.f. was drawn from average listings on Zillow and Redfin in October 2019.

Zoning Category	Acreage	Residential	Office	Retail
R-5	24.79	100%	0%	0%
M-2	17.55	75%	10%	15%
M-1	22.25	50%	30%	20%

Acreage and Mix of Uses per Zoning Category, Fiscal Impact Report, Pegasus 2019

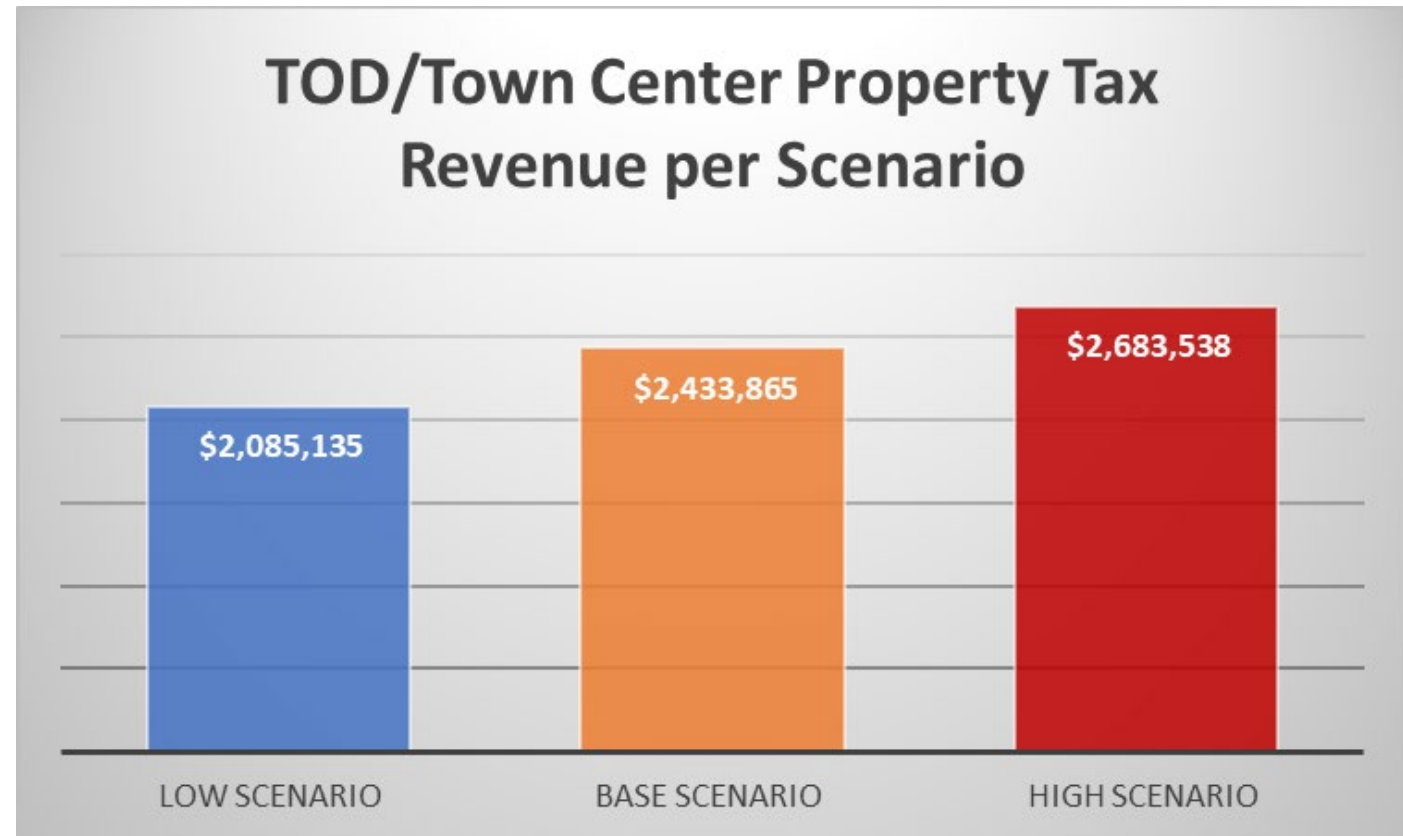


Property Values per Scenario, Fiscal Impact Report, Pegasus 2019

Property Tax Revenue

The chart to the right illustrates the estimated additional property tax revenue the Town of Horizon City could anticipate from the TOD/Town Center, per scenario. The estimated property tax revenue ranges from \$2,085,135 to \$2,683,538.

The estimated property tax revenue calculation takes the property value assumptions from the previous slide and multiplies this by Horizon City's property tax rate (.49 per \$100 valuation, 2019).

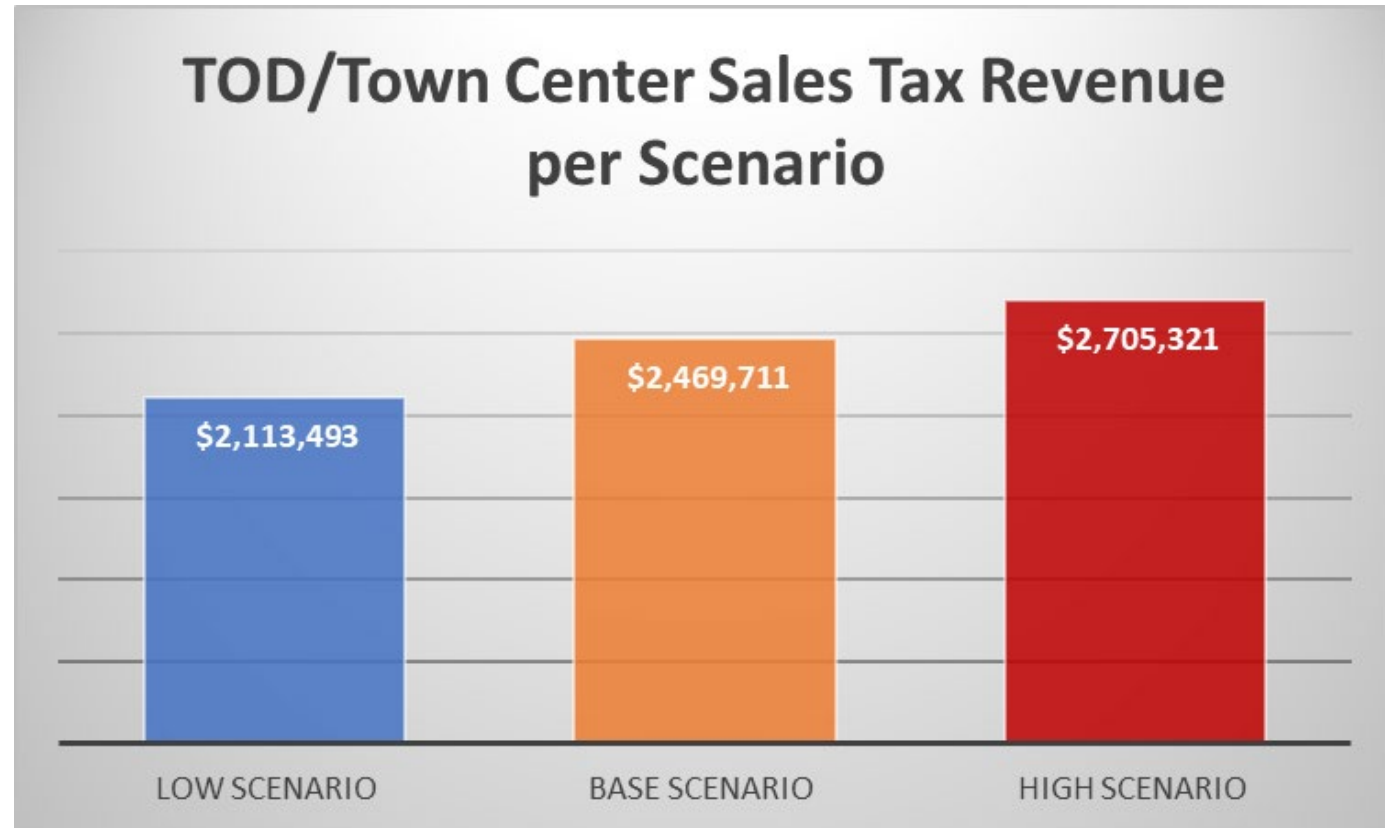


Property Tax Revenue per Scenario, Fiscal Impact Report, Pegasus 2019

Sales Tax Revenue

The chart to the right illustrates the estimated additional sales tax revenue the Town of Horizon City could anticipate from the TOD/Town Center, per scenario. The estimated sales tax revenue ranges from \$2,113,493 to \$2,705,321.

The anticipated sales tax revenue is calculated considering 2% of \$285 of sales per s.f. of retail space. The mix of uses breakdown estimates 15% retail in M-2 and 20% retail in M-1.



Sales Tax Revenue per Scenario, Fiscal Impact Report, Pegasus 2019

Strategic Considerations

In addition to the aforementioned assumptions, this fiscal impact analysis model assumes that developers will need to incorporate parking and detention in all proposed site plans. As a strategic consideration, if the City utilized a public improvement district (PID), or similar mechanism, to construct key infrastructure (such as a detention facility, roadways, and/or a parking facility) for the TOD/Town Center, the potential property and sales tax revenues could be greater, as more floor area could be dedicated to the revenue generating aspects of development.



Summary

This analysis explores the potential population and fiscal impacts of the future development of the TOD/Town Center. The numbers should be interpreted as approximations, not exact figures. It was found that depending on the level of intensity of development of the TOD/Town Center, the Town of Horizon City can expect population capacity ranges from 4,415 to 5,742 people, and approximately 2,063 to 2,633 jobs. The potential property tax revenues range from approximately \$2.08 million to \$2.68 million; and the potential sales tax revenues range from \$2.1 million to \$2.7 million. The purpose of this analysis is to provide the Town of Horizon City with the estimated population and fiscal impacts of the development of the TOD/Town Center. The buildout analysis serves to project the impacts that could occur and enables a community to test the reality of its development regulations.



Transit Oriented Development Regulating Plan Horizon City, TX

Background

The Town of Horizon City does not have a central district. When the city was created, 87 acres in the middle of the City was intended for this purpose. However, due to dispersed land ownership, these 87 acres of land have remained undeveloped in the heart of Horizon City. These parcels present an opportunity for Horizon City to create a central district, with new businesses and diverse housing options. In addition to the economic potential, the new central district will enhance community identity and provide much needed space for social interaction. City council recently approved the relocation of the City Hall into the Transit Oriented Development (TOD)/central district. There is potential for a new transit service, with this central district serving as a transit hub.

Statement of Purpose

The purpose of the proposed TOD overlay is to create a “center” of social and economic activity in Horizon City, thereby establishing a central district promoting mixed use development, which provides settings for active community life, social interaction, and increased economic activity. The other purpose of the proposed overlay is to encourage walkable, multi-modal development which is conducive to increased transit usage.

TOD Applicability

The first applicability of the proposed TOD overlay applies to the undeveloped parcels located to the east of Darrington Rd, north of Horizon Blvd, and East of Rodman St. Figure 1 demonstrates the proposed zoning (p. 4). The proposed TOD overlay may be extended to other areas in the future.

TOD Eligibility

Parcels outside of the proposed TOD overlay may apply for conditional TOD re-zoning (M1, M2 or R-5) if the parcel(s) meet all the follow eligibility criteria:

1. Must have sidewalks conforming to TOD design guidelines
2. Must be on a corridor with transit service

General TOD Design Principles

The design of new projects shall promote pedestrian walkability, a bicycle friendly environment, and connectivity through design elements such as:

- A. Ground floor uses that are appealing to pedestrians through well-designed visibility and access;

- B. On primary pedestrian routes, climate and weather protection where possible, such as covered waiting areas, building projections and colonnades, planting of large trees and awnings;
- C. Streetscape and pedestrian amenities that contribute to the area's streetscape environment such as street trees, bulb outs, benches, landscape elements, and public art; and
- D. Bicycle amenities that contribute to the area's bicycle environment and safety needs, such as bike racks, storage or parking, or dedicated bike lanes or paths.

Street facades shall be designed to provide a strong relationship with the sidewalk and the street(s), to create an environment that supports and encourages pedestrian activity through design elements such as:

- A. Placement and orientation of doorways, windows, and landscape elements to create strong, direct relationships with the street; and
- B. Facades that include projecting eaves and overhangs, porches, and other architectural elements that provide human scale and help break up building mass.

TOD Design Guidelines

Street Design Elements	
Lane Width	10 ft
Standard Parking Lane Width	7-9 ft
Bike Lane	6 ft
Bike Lane Buffer – marked with 2 solid white lines	2 ft
Sidewalk – Residential	5-7 ft
Sidewalk – Commercial	8-12 ft

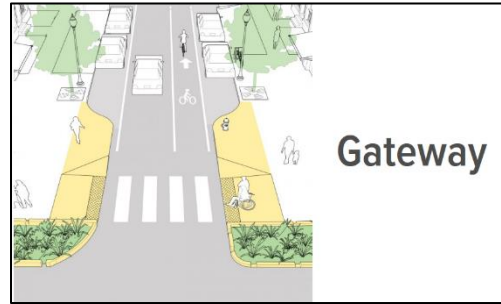
Signage

1. Wall signs that project from the wall shall be designed as individual letters and icons directly attached to a building façade, rather than as a “box” sign with a single background and frame attached to a building.
2. Signs should be designed to be easily legible. Legibility can be optimized by providing high contrast between the sign content and its background.
3. Signs attached to a building should be designed as integral components of the building in terms of size, shape, color, texture, and lighting, and should not cover or obscure the architectural features of a building.

Further Recommendations

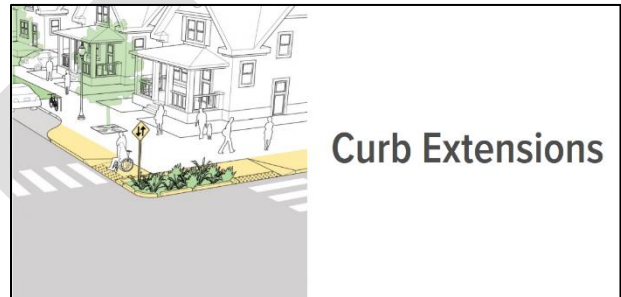
1. Add “gateway” treatment to mark the transition into the TOD.

Curb extensions are often applied at the mouth of an intersection. When installed at the entrance to a residential or low speed street, a curb extension is referred to as a “gateway” treatment and is intended to mark the transition to a slower speed street.



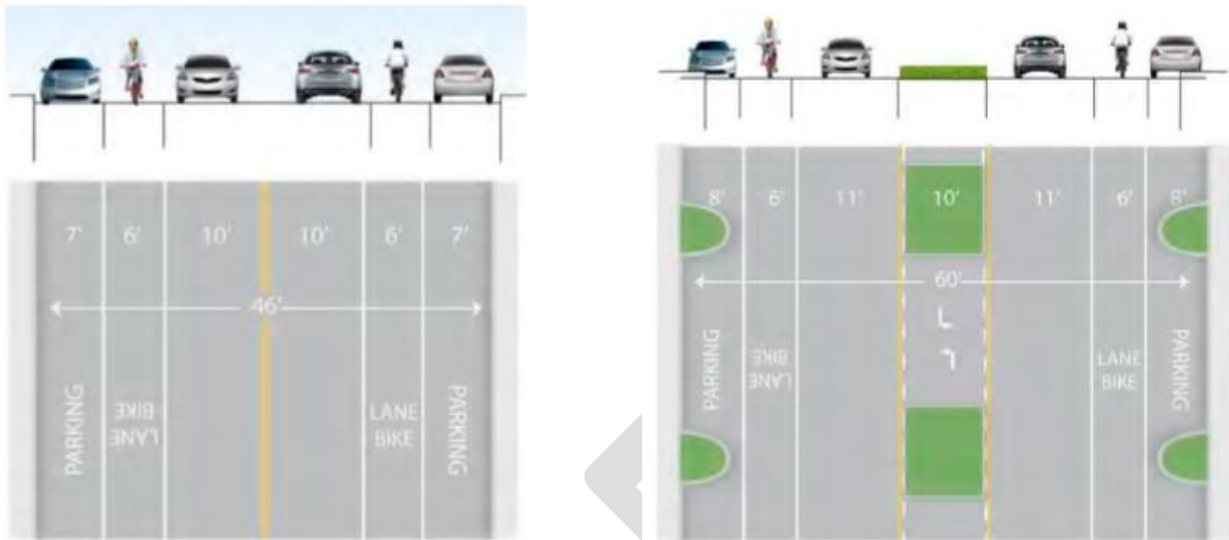
2. Add curb extensions to create shorter and safer crossings for pedestrians, where appropriate.

Curb extensions visually and physically narrow the roadway, creating safer and shorter crossings for pedestrians while increasing the available space for street furniture, benches, plantings, and street trees.



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Street Design Examples



TOD Sub-Districts

Taking into consideration the feedback from landowners within the TOD/Central District and surrounding residents, three Sub-Districts have been created, based on existing parcel sizes, proximity to existing single family residential, and proximity to other more intense zoning districts.

The three Sub-Districts are illustrated on the adjacent zoning map and are briefly described below:

1. M-1: high density mixed use
2. M-2: medium density mixed use
3. R-5: residential

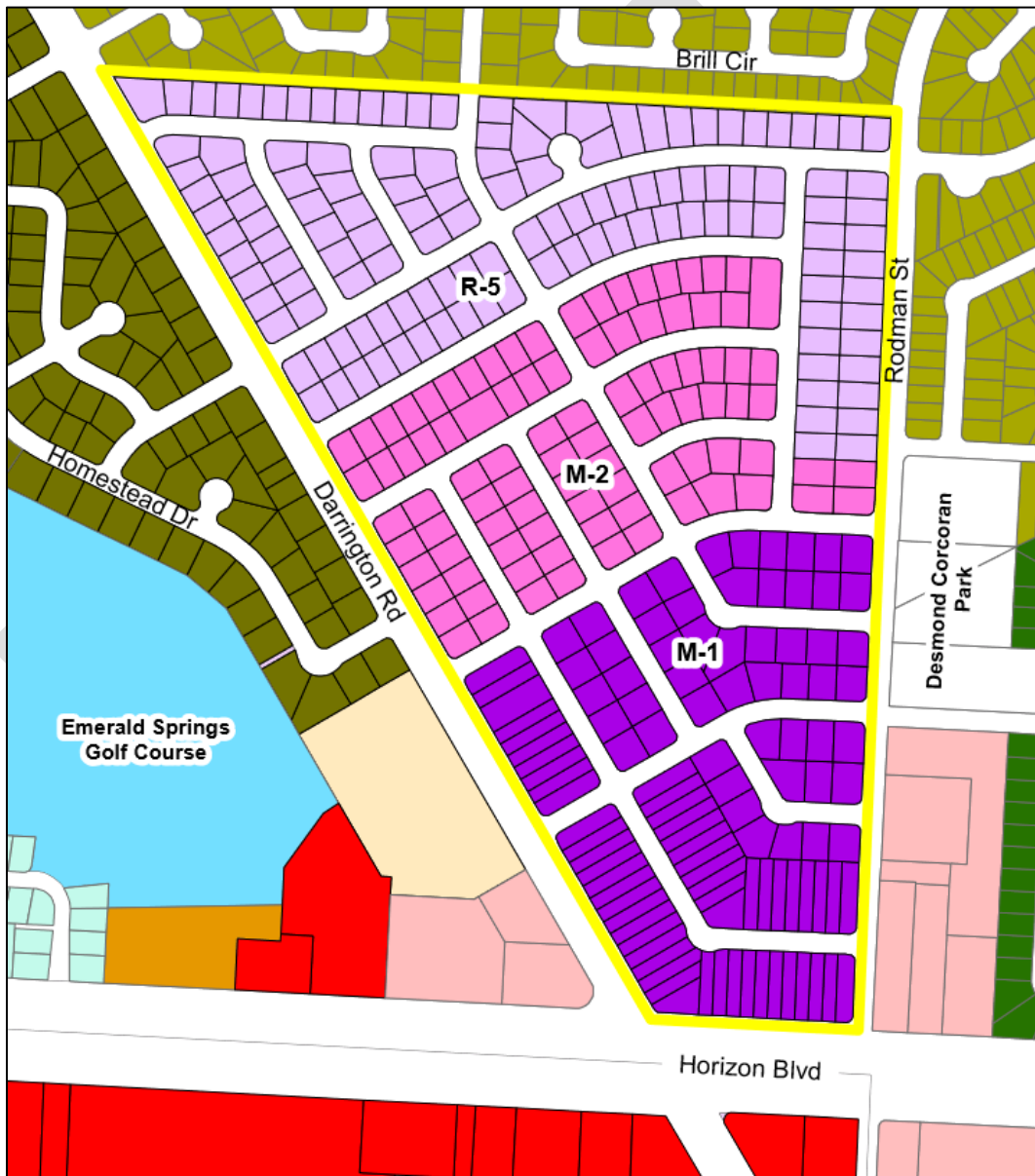


Figure 1. Proposed Zoning for TOD District

Site Development Standards

Site development standards vary within the three TOD Sub-Districts. The following describes each sub-district’s specific standards.

M-1

Purpose

The purpose of this sub-district is to encourage office, mixed-use development and higher density housing types, such as multi-family, apartments, and townhomes, together with appropriate community facilities and permitted uses.

Setback Requirements

Minimum/Maximum Front Yard	Maximum Side Yard Abutting a Street	Maximum Side Yard	Minimum Rear Yard
0 FT/10 FT	10 FT	10 FT	15 FT

Dwelling Size/Height/Density Standards

	SF Minimum <u>per Unit</u>	Building Height Minimum/Maximum
Multi-Family	750 SF	2 story/5 story, or 50 feet
Apartments	750 SF	2 story/5 story, or 50 feet
All Other Uses	See Specific Standards	2 story/5 story, or 50 feet

Parking Requirements

There are no parking minimums except for the required ADA parking. Shared parking for non-residential uses is encouraged.



M-2

Purpose

The purpose of this sub-district is to encourage a variety of housing types at moderate population density together with appropriately scaled community facilities and limited commercial.

Setback Requirements

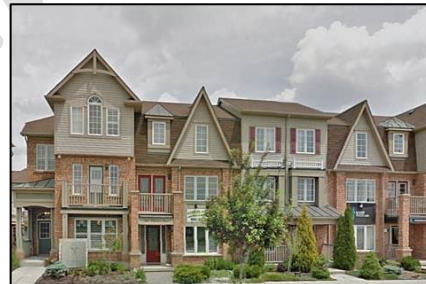
	Minimum/Maximum Front Yard	Minimum/Maximum Side Yard Abutting a Street	Minimum/Maximum Side Yard	Minimum Rear Yard
Townhomes	0 ft/15 ft	10 ft/15 ft	0 ft/15 ft	15 ft
Duplex, Triplex, Quadruplex	10 ft/15 ft	10 ft/15 ft	5ft/15ft	15 ft
All Other Uses	0 ft/10 ft	10 ft/ 15 ft	5 ft/ 15 ft	10 ft

Dwelling Size/Height/Density Standards

	SF Minimum per Unit	Height Maximum
Townhomes	750	3 story or 30 feet
Duplex, Triplex, Quadruplex (per unit)	750	2.5 story or 30 feet
All Other Uses	See Specific Standards	3 story or 30 feet

Parking Requirements

All residential units shall have parking for at least one (1) car. There are no parking minimums for other uses except for the required ADA parking. Shared parking for non-residential uses is encouraged.



R-5

Purpose

The purpose of this sub-district is to buffer existing single-family surrounding the TOD with compatible uses and scale of buildings with other single-family residential, duplexes, and small-scale multi-family that may be of a denser nature.

Setback Requirements

Minimum Front Yard	Minimum Side Yard Abutting a Street	Minimum Side Yard	Minimum Rear Year
15 ft	10 ft	5 ft	20 ft

Dwelling Size/Height Standards

	SF Minimum per Unit	Height Maximum
Single-Family	750	2.5 story or 30 feet
Duplex, Triplex, Quadruplex (per unit)	750	2.5 story or 30 feet

Parking Requirements

All single-family homes and units within multi-family dwellings shall have parking for at least one (1) car.



Use Matrix

Table 1: USE MATRIX				
Approval Levels				
P = Permitted subject to standards				
C = Allowed with approval of a conditional use permit				
X = Not permitted				
Principal Use	TOD-A	TOD-B	TOD-C	Prescribed Conditions
Residential Uses				
Dwelling – Single-Family Detached	X	X	P	
Dwelling- Townhouse	P	P	P	
Dwelling- Duplex	X	P	P	
Dwelling- Three-Family (Triplex)	P	P	P	
Dwelling- Four-Family (Quadruplex)	P	P	P	
Dwelling- Multi-Family	P	X	X	
Adult Residential Care Facility	P	X	X	
Commercial Uses				
Administrative & Business Office	P	P	X	
Amusement Center	P	C	X	
Animal Care Facility	P	C	X	
Art Gallery	P	P	X	
Automotive Service & Repair	X	X	X	
Fitness Studio/ Gym	P	P	X	
Bar	P	C	X	
Bed and Breakfast	P	P	X	
Commercial Retail Sales and Services	P	P	X	
Car Wash	X	X	X	
Convention Center	P	X	X	
Day Care Center	P	P	X	
Day Care Home	P	P	X	
Art/ Design Studio with Retail	P	P	X	
Financial Institution	P	X	X	
Gas Station	X	X	X	
Hotel/Motel	P	C	X	
Dance Hall, Discotheque	P	C	X	
Lodge/Meeting Hall	P	P	X	
Medical/Dental Office	P	P	X	

Micro-Brewery/Distillery/Winery	P	C	X	
Mobile Food Vendors	P	P	X	
Open Air Market	P	P	X	
Outdoor Dining	P	P	X	
Personal Service Establishment	P	P	X	
Reception Facility	P	C	X	
Research and Development	P	C	X	
Restaurant	P	P	X	
Commercial, Light	P	P	X	
Self-Storage Facility: Enclosed	X	X	X	
Vehicle Dealership – Enclosed	X	X	X	
Vehicle Rental – Enclosed	X	X	X	
Vehicle Storage - Open	X	X	X	
Institutional & Government Uses	P	C	X	
Community Center	P	C	X	
Educational Facility – Pre-School/Kindergarten	P	P	P	
Educational Facility- Primary or Secondary	P	P	P	
Educational Facility- University or College	P	P	P	
Educational Facility- Vocational	P	P	P	
Government Office/Facility	P	C	X	
Place of Worship	X	X	X	
Transportation Uses				
Bicycle-Sharing Station	P	P	X	
Parking Lot (Principal Use)	C	C	X	
Structured Parking Facility (Principal Use)	P	C	X	
Structured Parking Facility/Parking Lot (Subsidiary Use)	P	P	C	
Transit Station	P	C	X	
Open Space Uses				
Community Garden	P	P	P	
Public Park	P	P	P	

Incentives

The purpose of the following incentives and criteria are to promote developments that also help the City reach its goals of providing quality economic development and housing for all. These may be incorporated via a resolution (and not found in this regulating plan):

Economic Development

The City of Horizon City and the Horizon City Economic Development Corporation may be able to incentivize businesses that want to locate within the proposed TOD overlay. These businesses may be office, medical or larger retail establishments. An incentives policy will be created to help guide both businesses and City/EDC officials in determining eligibility and potential incentives.

Housing

Eligibility

1. Developments must be within the proposed TOD overlay; only applicable in subdistricts M-1 and M-2
2. Must provide at least 20% of all residential units as affordable/workforce housing (defined by housing that is affordable to those making less 80% of the area's Median Family Income (MFI), defined by US Department of Housing and Urban Development (HUD)).

Affordability Requirements

1. Units must be affordable to households earning no more than 80% of the median family income (MFI) for Horizon City

Incentives

1. Maximum height allowed by base zoning increased by 1.5 times
2. Minimum dwelling size in all TODs decreased to 450 SF

Definitions

Personal Service Establishment. A business which provides services involving personal grooming or the care of a person's apparel, including, but not limited to, laundry (not including self-service laundromat) services, manicurists, tailors, tanning salons.

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Chapter 9

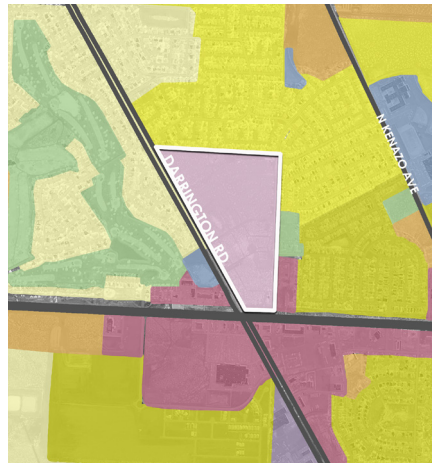
Transit Supported Town Center + Design Considerations

DESIGN CONCEPTS

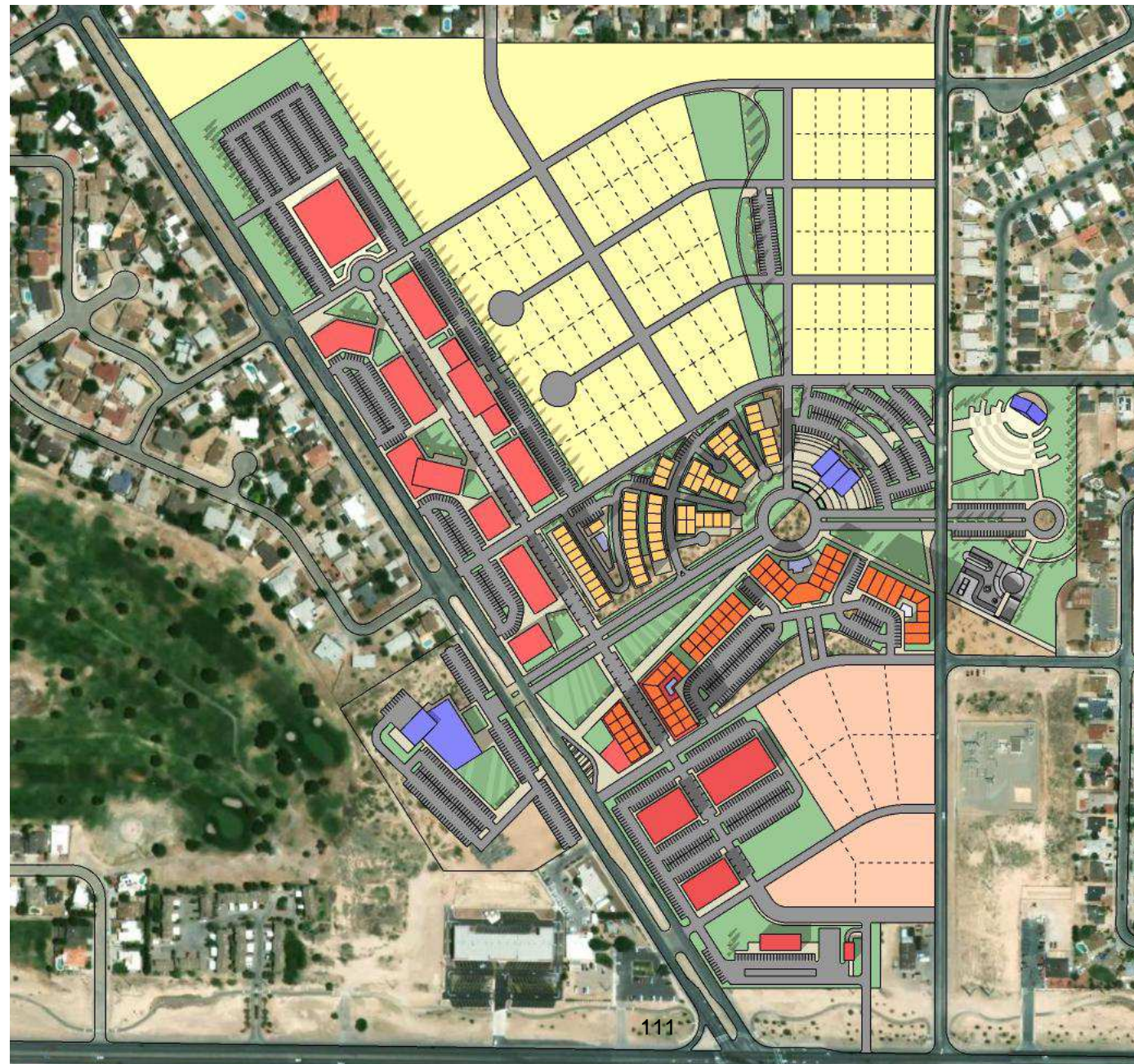
TRANSIT SUPPORTED TOWN CENTER RECOMMENDATIONS

TRANSIT-SUPPORTED TOWN CENTER + DESIGN CONSIDERATIONS ACTIONS

Transit Supported Town Center Location



Transit Supported Town Center Concept



Design Concepts Introduction

The Town of Horizon City does not have a town center. When the city was created, 64 acres in the middle of the City was intended for this purpose. However, due to dispersed land ownership, these 64 acres of land have remained undeveloped in the heart of Horizon City. These parcels present an opportunity for Horizon City to create a town center, with new businesses and diverse housing options. In addition to the economic potential, the new town center will enhance community identity and provide much needed space for social interaction. During a series of workshops and meetings held in 2019, key stakeholders (including neighbors, policymakers, city staff, developers, and landowners) helped to develop a “vision” for the Transit Supported Town Center. These meetings focused on Town Center building typologies and site development standards and culminated in an understanding of each groups’ priorities for the Town Center’s vision, goals, and standards. Shortly after these meetings, City Council approved the relocation of the City Hall into the Town Center.

This chapter presents principles and strategies for creating a vibrant Town Center, which integrate the community’s vision and aligns with the goals and objectives set forth in this comprehensive plan. The principles and recommendations in this chapter should be used to guide the land use and development of the Town Center.

Purpose

The purpose of a town center is to create a "center" of social and economic activity in Horizon City, thereby establishing a central district promoting mixed use development, which provides settings for active community life, social interaction, and increased economic activity. The other purpose of a town center is to encourage walkable, multi-modal development which is conducive to increased transit usage.

Transit-Supported Town Center Applicability

The proposed Transit-Supported Town Center district applies to the undeveloped parcels located to the east of Darrington Rd, north of Horizon Blvd, and west of Rodman St. The proposed Transit-Supported Town Center overlay may be extended to other areas in the future.

Transit Supported Town Center Concept



Street Design Example



TABLE 9
Street Design Elements:

Lane Width	10 ft
Standard Parking Lane Width	7-9 ft
Bike Lane	6 ft
Bike Lane Buffer – marked with 2 solid white line	2 ft
Sidewalk – Residential	5-7 ft
Sidewalk – Commercial	8-12 ft

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General Design Principles

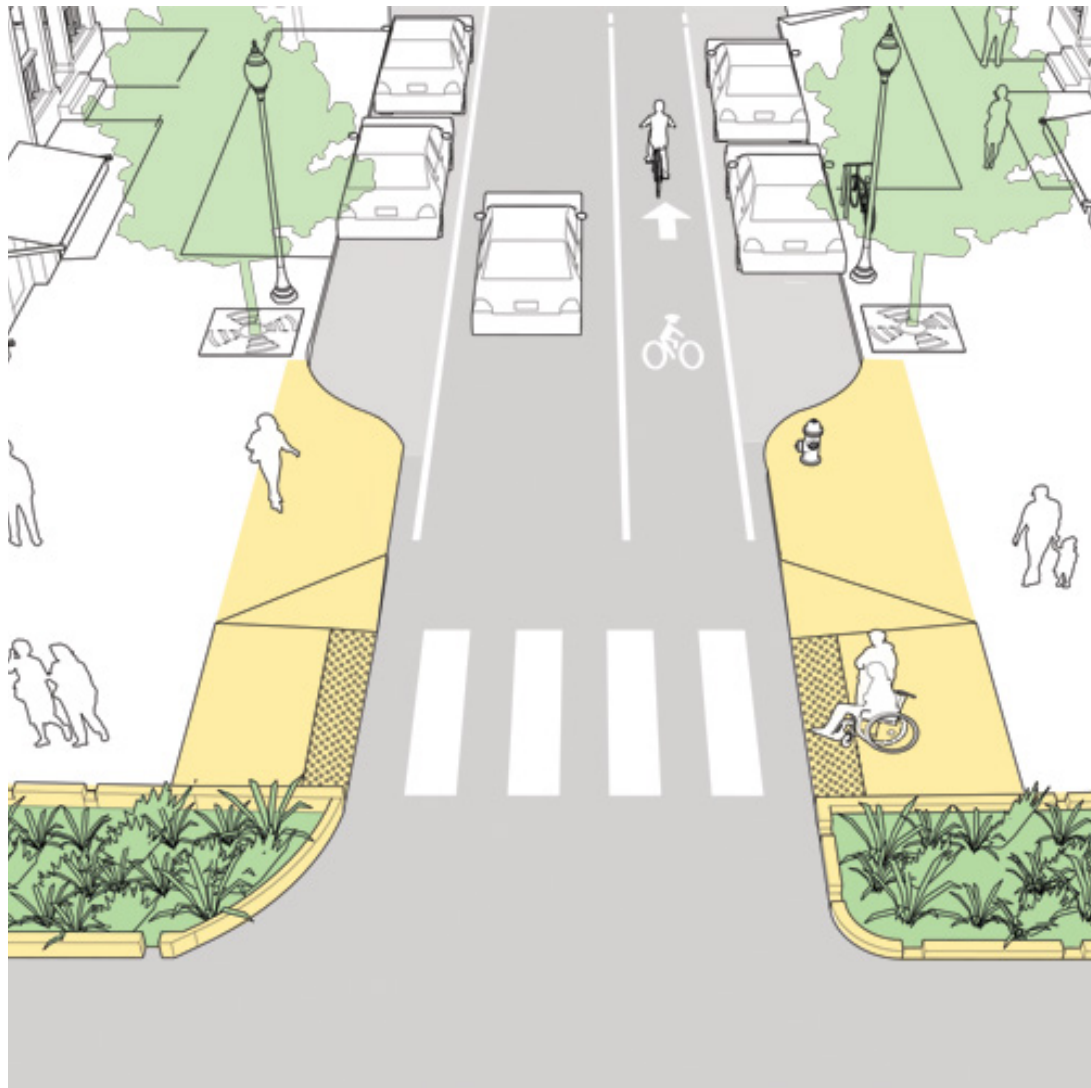
To achieve the above objectives, development in the town center should follow the subsequent principles. The town center should:

- Include an economically sustainable mix of land uses, such as retail and services, offices, and a range of housing types;
- Cluster high density residential development around commercial centers, providing opportunities for residents to walk to shops, services, and jobs. Medium density residential (such as townhomes and duplexes) should provide transitions between commercial and lower density residential areas.
- Be focused around at least one distinctive and attractive public space (e.g. mini-parks or plazas);
- Be compactly designed with short blocks (e.g., 400 feet or less is preferred) with buildings that face the streets and walkways;
- Include pedestrian facilities and amenities such as wide sidewalks, seating, designated crosswalks, trees and landscaping, ground level retail, and other features that help to foster a unique identity and encourage walking;
- Include climate and weather protection on primary pedestrian routes, such as covered waiting areas and awnings;
- Provide connected and convenient streets, sidewalks, bicycle lanes, and trail linkages from the town center to surrounding areas;
- Include Bike amenities that contribute to the area's bicycle environment and safety needs, such as bike racks, storage or parking, and dedicated bike lanes.

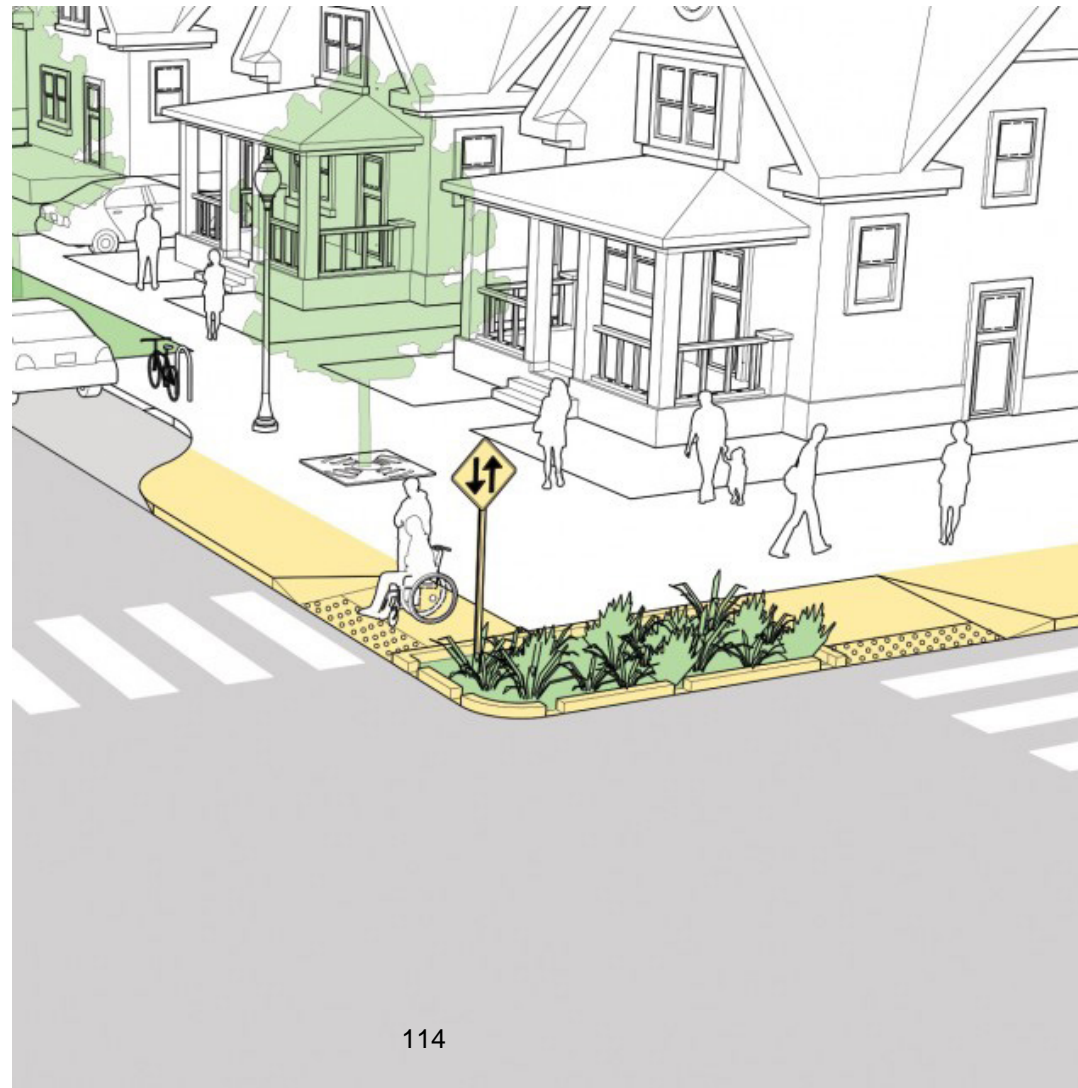
Street Design Guidelines

The following guidelines are not intended to be prescriptive but are provided as general recommendations.

Gateway



Curb Extensions



Town Center Area Recommendations

Street Design Recommendations

- Add "gateway" treatment to mark the transition into the town center. Curb extensions are often applied at the mouth of an intersection. When installed at the entrance to a residential or low speed street, a curb extension is referred to as a "gateway" treatment and is intended to mark the transition to a slower speed street.
- Add curb extensions to create shorter and safer crossings for pedestrians, where appropriate. Curb extensions visually and physically narrow the roadway, creating safer and shorter crossings for pedestrians while increasing the available space for street furniture, benches, plantings, and street trees.

Street Design Example



Street Facades

Street facades shall be designed to provide a strong relationship with the sidewalk and the street(s), to create an environment that supports and encourages pedestrian activity through design elements such as:

- Placement and orientation of doorways, windows, and landscape elements to create strong, direct relationships with the street; and
- Facades that include projecting eaves and overhangs, porches, and other architectural elements that provide human scale and help break up building mass.

Signage

- Wall signs that project from the wall shall be designed as individual letters and icons directly attached to a building facade, rather than as a “box” sign with a single background and frame attached to a building.
- Signs should be designed to be easily legible. Legibility can be optimized by providing high contrast between the sign content and its background.
- Signs attached to a building should be designed as integral components of the building in terms of size, shape, color, texture, and lighting, and should not cover or obscure the architectural features of a building.

Strategic Recommendations

Currently, there is no key infrastructure in the town center, which may make private development challenging, due to substantial upfront costs. To facilitate the development of the town center, it is recommended that the Town of Horizon City utilize a Public Improvement District (PID) or similar mechanism to provide funding for key infrastructure (such as roadways, water, sewer, drainage, sidewalks, and off-street parking) to encourage private development.

Transit Supported Town Center + Design Considerations Actions

1. Consider who will serve as Master Developer. This may be the HCEDC, the City, a developer or a public-private partnership of the two
2. Prepare a master plan for civic /community facilities in the Transit-Supported Town Center
3. Establish funding mechanisms for the development of the Transit- Supported Town Center
4. Consider a Public Improvement District (PID) or other mechanism to fund the Transit-Supported Town Center infrastructure
5. Develop uniform design standards for site development across the Town
6. Develop town branding and wayfinding signage

Appendix 4
Property Valuations

Geographic ID	Property ID	Street #	Street Name	Appraised Values
H79100100200020	221233		OXBOW	\$ 186,662
H7910010010001A	348273	14011	PAWLING	\$ 5,938
C95500000100300	583526	150	DARRINGTON	\$ 722,196
H7910010010001B	354566	1539	PAWLING	\$ 188,800
H7910010010001D	338386	14032	HORIZON	\$ 362,267
H7910010010001G	73613	14026	HORIZON	\$ 1,824,149
H7910010010001F	361689		PAWLING	\$ 3,250,750
C95500000100200	583525	13998	HORIZON	\$ 1,199,841
H78100202100120	337423	13809	HORIZON	\$ 500
H78100202100130	132067		DARRINGTON	\$ 500
H78100202100040	177345		HORIZON	\$ 500
H78100202100050	406137		HORIZON	\$ 500
H78100202100060	309662		HORIZON	\$ 500
H78100202100070	215964		HORIZON	\$ 500
H78100202100110	104090		HORIZON	\$ 500
H78100202100080	15525		HORIZON	\$ 500
H78100202100090	159554		HORIZON	\$ 500
H78100202100100	198887		HORIZON	\$ 500
H78100202100140	413018		DARRINGTON	\$ 500
X32500000000675	395346	15000	DARRINGTON	\$ 570,690
H78100202100150	52688		DARRINGTON	\$ 500
H78100202100170	139383		DARRINGTON	\$ 500
H78100202100180	160518		DARRINGTON	\$ 500
H78100202100190	228880		DARRINGTON	\$ 500
H78100202000090	379662		EMIGRANT	\$ 500
H78100202100200	162601		DARRINGTON	\$ 500
H78100202000100	389791		EMIGRANT	\$ 500
H78100202100210	96398		DARRINGTON	\$ 500
H78100202000010	359080		EMIGRANT	\$ 500
H78100202000020	64806		EMIGRANT	\$ 500
H78100202000030	256723			\$ 500
H78100202000040	79719		EMIGRANT	\$ 500
H78100202000050	375481		EMIGRANT	\$ 500
H78100202000060	162158		EMIGRANT	\$ 500
H78100202000070	357910		EMIGRANT	\$ 500
H78100202000080	134072		EMIGRANT	\$ 500
H78100202000110	413699		EMIGRANT	\$ 500
H78100202100220	124995			\$ 500
H78100202000120	121593		EMIGRANT	\$ 500
H78100202100230	277718		DARRINGTON	\$ 500
H78100202000130	242362		EMIGRANT	\$ 500
H78100202100240	251107		DARRINGTON	\$ 500
H78100202000250	70226		ROSSMAN	\$ 500
H78100202000240	299066		ROSSMAN	\$ 500
H78100202000140	103408		EMIGRANT	\$ 500
H78100202100250	31931			\$ 500

Appendix 4
Property Valuations

Geographic ID	Property ID	Street #	Street Name	Appraised Values
H78100202000230	281691		ROSSMAN	\$ 500
H78100202000150	229669		EMIGRANT	\$ 500
H78100202000160	97679		EMIGRANT	\$ 500
H78100202000170	336829		EMIGRANT	\$ 500
H78100202000180	79806		EMIGRANT	\$ 500
H78100202000210	211704		ROSSMAN	\$ 500
H78100201800010	38989		ROSSMAN	\$ 500
H78100201800020	111588		ROSSMAN	\$ 500
H78100201800030	223356			\$ 500
H78100202000190	117688			\$ 500
H78100302200020	69714		DARRINGTON	\$ 500
H78100302200030	181363		DARRINGTON	\$ 500
H78100302200040	44383		DARRINGTON	\$ 500
H78100201900010	60535		EMIGRANT	\$ 500
H78100302200050	396656		DARRINGTON	\$ 500
H78100201800060	322235			\$ 500
H78100201800040	203320		DELAKE	\$ 500
H78100302200060	179604		DARRINGTON	\$ 500
H78100201900020	101351			\$ 500
H78100302200070	218560			\$ 500
H78100201900090	154037		FALLON	\$ 500
H78100201700060	221267		FALLON	\$ 500
H78100302200080	99380		DARRINGTON	\$ 500
H78100201900030	254374		EMIGRANT	\$ 500
X32500000000700	175803			\$ 449,755
H78100201700010	84826		DELAKE	\$ 500
H78100201700020	231987		DELAKE	\$ 500
H78100201700030	29162		DELAKE	\$ 500
H78100201700050	146805		DELAKE	\$ 500
H78100201700040	384863		DELAKE	\$ 500
H78100302200100	339797		DARRINGTON	\$ 500
H78100201900080	140998			\$ 500
H78100201700070	215227		FALLON	\$ 500
H78100201900040	401604		EMIGRANT	\$ 500
H78100201900070	360951		FALLON	\$ 500
H78100201700170	71735		CROSS RIVER	\$ 500
H78100201700080	207785		FALLON	\$ 500
H78100201700160	25006		CROSS RIVER	\$ 500
H78100201700150	403938		CROSS RIVER	\$ 500
H78100201700140	52395		CROSS RIVER	\$ 500
H78100100100010	314689			\$ 500
H78100201900050	170933		EMIGRANT	\$ 500
H78100201700130	240438			\$ 500
H78100201700090	16591			\$ 500
H78100100100020	198400			\$ 500
H78100100100110	309201			\$ 500

Appendix 4
Property Valuations

Geographic ID	Property ID	Street #	Street Name	Appraised Values
H78100100200010	219037		EMIGRANT	\$ 2
H78100100100030	96478			\$ 500
H78100201600010	13488		CROSS RIVER	\$ 500
H78100201700100	175438		FALLON	\$ 500
H78100201600020	343695		CROSS RIVER	\$ 500
H78100201600030	159315		CROSS RIVER	\$ 500
H78100201600040	332495			\$ 500
H78100201600050	120432		CROSS RIVER	\$ 500
H78100100100100	168557			\$ 500
H78100100200020	260038		EMIGRANT	\$ 500
H78100100100040	173480			\$ 500
H78100100200110	333587			\$ 500
H78100100100090	227569			\$ 500
H78100201600100	74597		DILLEY	\$ 500
H78100201600090	98789			\$ 500
H78100201600060	118947		DILLEY	\$ 500
H78100201600080	20606		DILLEY	\$ 500
H78100201600070	225603			\$ 500
H78100100200030	59233			\$ 500
H78100100100050	44308			\$ 500
H78100100300120	331610			\$ 500
H78100100200100	98352			\$ 500
H78100100100080	331754			\$ 500
H78100100300020	205881		FALLON	\$ 500
H78100100200040	246814		EMIGRANT	\$ 500
H78100100100060	62293			\$ 500
H78100100300110	361206			\$ 500
H78100100100070	119622			\$ 500
H78100100200090	366209			\$ 500
H78100101100260	333874			\$ 500
H78100100300030	344733		FALLON	\$ 500
H78100101100010	354972		OROVILLE	\$ 500
H78100100200050	269415			\$ 500
H78100101500070	18362		DILLEY	\$ 500
H78100101500050	202730		DILLEY	\$ 500
H78100101500060	369840		DILLEY	\$ 500
H78100100300100	200049			\$ 500
H78100100200080	299170			\$ 500
H78100100300040	378798		FALLON	\$ 500
H78100101100250	399121			\$ 500
H78100100200060	356921			\$ 500
H78100100400200	65958		DARRINGTON	\$ 500
H78100101100020	146490			\$ 500
H78100101500010	215812		LAKEVILLE	\$ 500
H78100100400190	47521		BENTON	\$ 500
H78100100200070	238717			\$ 500

Appendix 4
Property Valuations

Geographic ID	Property ID	Street #	Street Name	Appraised Values
H78100100300090	117198			\$ 500
H78100101500020	374367			\$ 500
H78100101500040	337749			\$ 500
H78100100300050	75274			\$ 500
H78100101500030	314803			\$ 500
H78100100400180	300409		BENTON	\$ 500
H78100101100240	376648			\$ 500
H78100101100030	35608		OROVILLE	\$ 500
H78100100400010	72591		DARRINGTON	\$ 500
H78100100400170	176929		BENTON	\$ 500
H78100100300080	74301			\$ 500
H78100100400020	37984		GEARHART	\$ 500
H78100100300060	117023			\$ 500
H78100100400160	54344		BENTON	\$ 500
H78100101100230	31432			\$ 500
H78100101100040	21071			\$ 500
H78100100400030	72536		GEARHART	\$ 500
H78100101400130	154655			\$ 500
H78100100300070	177512			\$ 500
H78100100400040	178238		GEARHART	\$ 500
H78100101400120	224805			\$ 500
H78100100400140	394639		BENTON	\$ 1,000
H78100101400080	30047			\$ 500
H78100101400110	101409			\$ 500
H78100101400090	73370			\$ 500
H78100101400100	331303			\$ 500
H78100101100220	178769			\$ 500
H78100100400050	290859		GEARHART	\$ 500
H78100100500200	349318			\$ 500
H78100101100050	84105		OROVILLE	\$ 500
H78100100400130	81500			\$ 500
H78100101400010	385585		BENTON	\$ 500
H78100100400060	208159		GEARHART	\$ 500
H78100100500190	44382			\$ 500
H78100100400120	194897		BENTON	\$ 500
H78100101400020	389917		BENTON	\$ 500
H78100100400070	289780		GEARHART	\$ 500
H78100100500180	85462			\$ 500
H78100101100210	114274			\$ 500
H78100101100060	321806			\$ 500
H78100101400030	51464		BENTON	\$ 500
H78100100500010	143913		DARRINGTON	\$ 500
H78100100400110	288127		BENTON	\$ 500
H78100101400040	385101			\$ 500
H78100101400070	313833		BENTON	\$ 500
H78100101400060	328979		BENTON	\$ 500

Appendix 4
Property Valuations

Geographic ID	Property ID	Street #	Street Name	Appraised Values
H78100101400050	236658		BENTON	\$ 500
H78100100400080	303750		GEARHART	\$ 500
H78100100500170	379434		GEARHART	\$ 500
H78100100500020	110013		HIGHWEED	\$ 500
H78100100400090	140041		GEARHART	\$ 500
H78100100500160	230783		GEARHART	\$ 500
H78100101100200	253524			\$ 500
H78100101100070	275136			\$ 500
H78100100500030	298646		HIGHWEED	\$ 500
H78100101300160	383980			\$ 500
H78100100400100	352646		GEARHART	\$ 500
H78100100500150	335823		GEARHART	\$ 500
H78100100500040	32619			\$ 500
H78100101300150	251993		BENTON	\$ 500
H78100100500140	158144		GEARHART	\$ 500
H78100100600010	12312		DARRINGTON	\$ 500
H78100101100190	288463			\$ 500
H78100100500050	47990			\$ 500
H78100101100080	324726			\$ 500
H78100101300140	14200			\$ 500
H78100100500130	11225			\$ 500
H78100101300010	200896		GEARHART	\$ 500
H78100101300130	144797		BENTON	\$ 500
H78100101300120	265779			\$ 500
H78100101300110	239225		BENTON	\$ 500
H78100100500060	365964			\$ 500
H78100100600170	234817			\$ 500
H78100100500120	283376			\$ 500
H78100100600020	129994		DARRINGTON	\$ 500
H78100101300020	398835		GEARHART	\$ 500
H78100100500070	60604		HIGHWEED	\$ 500
H78100101100180	283291			\$ 500
H78100101100090	259216			\$ 500
H78100101300030	116861		GEARHART	\$ 500
H78100100500110	334341			\$ 500
H78100100600160	275442			\$ 500
H78100100500080	111751		HIGHWEED	\$ 500
H78100101300040	75976		GEARHART	\$ 500
H78100100600030	96884			\$ 500
H78100100700010	177804		ETHERIDGE	\$ 500
H78100101300050	400193			\$ 500
H78100101300090	232744			\$ 500
H78100101300060	327971		GEARHART	\$ 9,887
H78100101300080	267849			\$ 500
H78100101300070	198333		GEARHART	\$ 500
H78100100500090	182858			\$ 500

Appendix 4
Property Valuations

Geographic ID	Property ID	Street #	Street Name	Appraised Values
H78100101100170	17852			\$ 500
H78100101100100	101542			\$ 500
H78100100600150	406790			\$ 500
H78100101200210	274470			\$ 500
H78100100700110	147302		FERNHILL	\$ 500
H78100100500100	404201			\$ 500
H78100100600040	257672			\$ 500
H78100100700020	266520		ETHERIDGE	\$ 500
H78100101200200	157270			\$ 500
H78100100600140	355078			\$ 500
H78100101100160	368975			\$ 500
H78100101200190	173969			\$ 500
H78100101100110	39132			\$ 500
H78100100700100	197235			\$ 500
H78100100600050	55734			\$ 500
H78100100800010	18676			\$ 500
H78100101200010	330973		HIGHWEED	\$ 500
H78100101200180	403744			\$ 500
H78100100700030	114523			\$ 500
H78100101200170	339035			\$ 500
H78100100600130	122367			\$ 500
H78100101200020	170638			\$ 500
H78100101200160	346201			\$ 500
H78100101200120	31080			\$ 500
H78100101200150	174704			\$ 500
H78100101200140	370811			\$ 500
H78100101200130	142958		GEARHART	\$ 500
H78100100800070	321491			\$ 500
H78100101100150	23490		RODMAN	\$ 500
H78100101100120	133739			\$ 500
H78100100600060	398821			\$ 500
H78100100800020	44764			\$ 500
H78100100700090	351086			\$ 500
H78100101200030	249936			\$ 500
H78100100700040	344961			\$ 500
H78100100600120	72303			\$ 500
H78100101200040	116774			\$ 500
H78100100800060	352610			\$ 500
H78100101200050	408133			\$ 500
H78100100800030	324473			\$ 500
H78100100600070	301094			\$ 500
H78100101200060	370875		HIGHWEED	\$ 500
H78100100700080	10919		FERNHILL	\$ 500
H78100101100140	340861		RODMAN	\$ 500
H78100101100130	242475			\$ 500
H78100101000040	34483		CROSS RIVER	\$ 500

Appendix 4
Property Valuations

Geographic ID	Property ID	Street #	Street Name	Appraised Values
H78100101200070	326519		HIGHWEED	\$ 500
H78100101200110	63160			\$ 500
H78100101200080	68473			\$ 500
H78100101200100	238480			\$ 500
H78100101200090	266191			\$ 500
H78100100700050	360134			\$ 500
H78100100600110	253976			\$ 500
H78100100600080	68454		DARRINGTON	\$ 500
H78100101000050	345930			\$ 500
H78100100800050	182723			\$ 500
H78100101000030	13480			\$ 500
H78100100800040	193022			\$ 500
H78100100700070	273224		FERNHILL	\$ 500
H78100100700060	346342		ETHERIDGE	\$ 500
H78100100600100	156978			\$ 500
H78100100600090	280253		DARRINGTON	\$ 500
H78100101000090	191723			\$ 500
H78100101000020	162163			\$ 500
H78100101000200	188131		HIGHWEED	\$ 500
H78100101000190	68685			\$ 500
H78100101000180	372929			\$ 500
H78100101000170	35938			\$ 500
H78100101000160	78247			\$ 500
H78100101000150	156844			\$ 500
H78100101000140	110883			\$ 500
H78100101000130	226902			\$ 500
H78100101000060	307325		HIGHWEED	\$ 100
H78100101000120	318804			\$ 500
H78100101000110	398476			\$ 500
H78100101000100	170102		HIGHWEED	\$ 500
H78100101000080	38190			\$ 500
H78100101000070	18650			\$ 500
H78100101000010	147304		CROSS RIVER	\$ 500
H78100100900130	17281			\$ 500
H78100100900120	154543			\$ 500
H78100100900110	99653		KINGSTON	\$ 500
H78100100900100	215846			\$ 500
H78100100900090	167147		KINGSTON	\$ 500
H78100100900080	171533			\$ 500
H78100100900070	136123			\$ 500
H78100100900060	294633			\$ 500
H78100100900050	157650			\$ 500
H78100100900040	155991			\$ 500
H78100100900030	357931		KINGSTON	\$ 500
H78100100900020	316097		KINGSTON	\$ 500
H78100100900010	191763		DARRINGTON	\$ 500

Appendix 4
Property Valuations

Geographic ID	Property ID	Street #	Street Name	Appraised Values
H79100100200015	122178	170	DARRINGTON	\$ 68,449
H79100100200010	221026	160	DARRINGTON	\$ 350,570
H79100100200030	372358	1538	PAWLING	\$ 518,521
H7910010010001C	359603	14034	HORIZON	\$ 263,279
H7910010010001E	135312	14000	HORIZON	\$ 356,167
C95500000100100	584146	13990	HORIZON	\$ 1,134,300
X32100000000150	599152			\$ 252
H78100202100010	19612	13899	HORIZON	\$ 425,280
H78100202100160	394180		DARRINGTON	\$ 500
H78100202000260	302879		ROSSMAN	\$ 500
H78100202100260	243276		DARRINGTON	\$ 500
H78100202000220	158707		ROSSMAN	\$ 500
H78100302200010	53743		DARRINGTON	\$ 500
H78100202000200	262328		ROSSMAN	\$ 500
H78100201800070	378610		DELAKE	\$ 500
H78100201800050	91357		DELAKE	\$ 500
H78100201900100	383120		FALLON	\$ 500
H78100302200110	190442		DARRINGTON	\$ 500
H78100201700180	288746		CROSS RIVER	\$ 500
H78100100100120	128604			\$ 500
H78100201900060	332727		FALLON	\$ 500
H78100201700120	57192		CROSS RIVER	\$ 500
H78100100200120	253353			\$ 500
H78100201700110	151115			\$ 500
H78100201600110	47099			\$ 500
H78100100300010	120676		FALLON	\$ 500
H76500000100200	671219	14999	DARRINGTON	\$ 379,150
Total Valuation				\$ 12,431,005

NOTICE OF PUBLIC HEARING FOR CREATION OF REINVESTMENT ZONE NUMBER ONE, TOWN OF HORIZON CITY, TEXAS PURSUANT TO CHAPTER 311, TEXAS TAX CODE

Notice is hereby given that the City Council of the Town of Horizon City will hold a public hearing during their regularly scheduled city council meeting on Tuesday November 10, 2020, beginning at 6:00 pm, open to the public **via telephonic or video conference communication** to consider the creation of Reinvestment Zone Number One.

Members of the public may participate in the meeting online or by videoconferencing via the following:

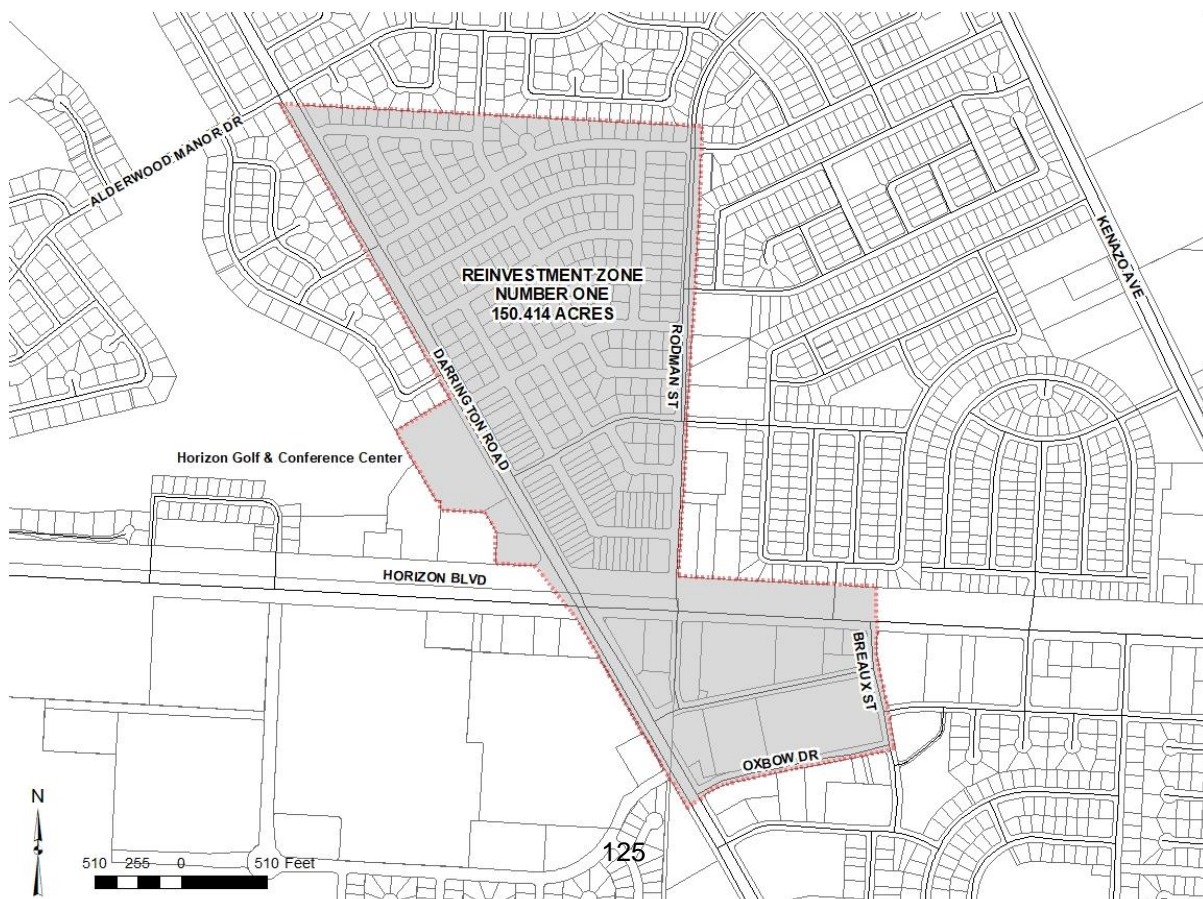
<https://townofhorizoncity.my.webex.com/townofhorizoncity.my/j.php?MTID=m017027ebff2358df1e09602e2e9c55a9>

Meeting number (access code): 126 614 6363

Meeting password: V8VrWxKkY27

To join by phone: 1-408-418-9388

All residents and property owners within the proposed zone and all other interested persons are invited to appear to speak for or against the creation of the zone, its boundaries, or the concept of tax increment financing in general. At or on the adjournment of the public hearing, the City may introduce the ordinance necessary to create Reinvestment Zone Number One, Town of Horizon City, Texas. Further information may be obtained by contacting the City Clerk, Elvia Schuller at (915) 852-1046 ext. 106 or eschuller@horizoncity.org. The boundaries of proposed Reinvestment Zone Number One are described in the following map:





**TOWN OF HORIZON CITY
MEMORANDUM**

Date: November 6, 2020

To: Honorable Mayor and Members of City Council

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

SUBJECT: On the approval of an agreement with Dude Solutions, Inc. on a subscription agreement for the use of their SmartGov Professional Services, community development software solutions and services in an amount not to exceed \$63,742.00 for the initial 10 -month term of the Agreement and authorize the Mayor to finalize any negotiations on the agreement. The initial term of the Agreement is effective December 1, 2020 through September 31, 2021.

In an effort to provide the City's constituents with optimal permitting, licensing, and other development related services, staff is recommending that the City Council approve the subscription agreement with Dude Solutions, Inc. and authorize the Mayor to finalize the negotiations on behalf of the City. The proposed SmartGov software will allow for a more streamlined permitting process and will provide applicants with the ability to apply, pay for, and track the progress of their applications online. It also offers services that will assist staff with the processing of applications, code enforcement cases, and invoicing, making these processes much more efficient. If approved, SmartGov will replace EnerGov, the City's current system.

The initial term of the agreement will start December 1, 2020 and run through September 2021 with a "go-live" date of October 1, 2020. The initial term will consist of the implementation and training phases of the project. The consultant will also work on transitioning the City's information from EnerGov over to SmartGov during this phase and will ensure that the new system is property synced with the City's financial software, Incode.

The cost for the initial term is \$63,742.00; this includes a 6-month subscription discount (\$10,618.00). Once the system is fully implemented and is live, the City will renew their subscription annually with Dude Solutions, Inc. The first renewal amount is \$21,236.00 and it is due on October 1, 2021. Staff is proposing that the initial term amount be paid with the technology fee that was established in the FY2021 budget by the City Council. This is funded with the 3% technology fee that is charged on all permit applications. Based on the budgeted permit revenue, this fund is anticipated to generate approximately \$17,000.00. Staff is confident that remainder of the initial fee can be covered by the operating budgets of all of the user departments/divisions to include: Permits & Inspections, Code Enforcement, Planning, and Public Works. The renewal amount will be included in staff's proposed FY2022 budget to the City Council for consideration.

This consultant and the City are members of the Sourcewell purchasing cooperative. Staff recommends approval of this request.

SUBSCRIPTION AGREEMENT

This Online Subscription Agreement (this “Agreement”) shall govern Subscriber’s (as defined below) access and use of the Service (as defined below) provided by Dude Solutions, Inc. (together with its affiliates, successors and assigns, “DSI”). BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING ACCEPTANCE, BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT OR BY OTHERWISE ACCESSING AND USING THE SERVICE, YOU AGREE TO THE TERMS OF THIS AGREEMENT. AS A RESULT, PLEASE READ ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, IN WHICH CASE THE TERMS “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICE.

Section 1.0 Definitions

As used in this Agreement, the following terms shall have the meanings set forth below:

- 1.1 “Access Credentials” means any user name, identification number, password, license or security key, security token, PIN or other security code, method, technology or device used, alone or in combination, to verify an individual’s identity and authorization to access and use the Service.
- 1.2 “Account” means Subscriber’s specific account where Subscriber subscribes to access and use Service(s).
- 1.3 “Account User” means each employee, consultant and contractor of Subscriber that has been granted Access Credentials.
- 1.4 “Affiliate” means, with respect to any legal entity, any other legal entity that (i) controls, (ii) is controlled by or (iii) is under common control of such legal entity. A legal entity shall be deemed to “control” another legal entity if it has the power to direct or cause the direction of the management or policies of such legal entity, whether through the ownership of voting securities, by contract, or otherwise.
- 1.5 “Annual Fee” means the annual fee invoiced to Subscriber by DSI (or its sales agent) prior to the Initial Term and each applicable Renewal Term, which is required to be paid in order for Subscriber to be permitted to access and use the Service and, if Subscriber purchases a Connector Toolkit, the API.
- 1.6 “API Toolkit” or “API” means DSI’s proprietary application programming interface and any accompanying or related documentation, software libraries, software tools, published specifications, and other materials, as amended from time-to-time in DSI’s sole discretion.
- 1.7 “Beta Services” means DSI Services or functionality that may be made available to Subscriber to try at its option at no additional charge that is clearly designated as beta, pilot, limited release, early adoption, non-production, sandbox, evaluation or a similar description.
- 1.8 “Connector Toolkit” means DSI’s add-on module that (i) enables DSI’s Subscribers to integrate

(import/export) Subscriber Data with the Service in batch-mode or real-time, and (ii) consists of the “Connector Tool”, which is a client-side executable program installed locally on Subscriber’s computer, and the API.

1.9 “Confidential Information” means any non-public information and/or materials disclosed in writing or orally by a party under this Agreement (the “Disclosing Party”) to the other party (the “Receiving Party”), which (i) is designated in writing as confidential at the time of disclosure, or (ii) with respect to non-public information disclosed orally, the Disclosing Party sends the Receiving Party a written notice to Receiving Party within 15 days after oral disclosure identifying the non-public information that was disclosed as its confidential information, including when, where, how and to whom such non-public information was disclosed. For avoidance of doubt, DSI’s Confidential Information shall include the source code, data structure, algorithms and logic of the Applications and Service. Notwithstanding the foregoing, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a Third Party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

1.10 “Content” means all of the audio and visual information, documents, content, materials, products and/or software contained in, or made available through, the Service.

1.11 “Community Development Services” means the SmartGov, ATS and ASMi software application(s) subscribed to by Subscriber pursuant to the Agreement, Documentation or Order Form. For avoidance of doubt, Community Development Services applies only to Subscriber’s production instance and shall exclude all beta and early adopter programs, user interface (UI) or user experience (UX) changes, feature or functionality improvements, and enhancements where a workaround exists in production.

1.12 “Documentation” means the user documentation relating to the Service, including but not limited to descriptions of the functional, operational and design characteristics of the Service.

1.13 “DSI Data” means all data, information and other content provided by or on behalf of DSI Subscribers to any of the DSI Services.

1.14 “HIPAA” means the Health Insurance Portability and Accountability Act of 1996 (Pub. L. 104-191) and all regulations promulgated thereunder (45 C.F.R. §§ 160-164), as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act and all regulations promulgated thereunder, as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), as amended from time to time.

1.15 “Implementation, Training and Support Program” or “ITSP” means DSI’s comprehensive implementation, training and support program provided to DSI’s Subscribers with respect to the Service.

1.16 “Intellectual Property Rights” means all ideas, concepts, designs, drawings, packages, works of authorship, processes, methodologies, information, developments, materials, inventions, improvements, software, and all intellectual property rights worldwide arising under statutory or common law, including without limitation, all (i) patents and patent applications owned or licensable by a party hereto; (ii) rights associated with works of authorship, including copyrights, copyright applications, copyright registrations, mask work rights, mask work applications and mask work registrations; (iii) rights related to protection of trade secrets and Confidential Information; (iv) trademarks, trade names, service marks and logos; (v) any right analogous to those set forth in

clauses (i) through (iv); and (vi) divisions, continuations, renewals, reissues and extensions of the foregoing (as and to the extent applicable) now existing, hereafter filed, issued or acquired.

1.17 “Order Form” means DSI’s ordering document or online order specifying the Services to be provided hereunder that is entered into between Subscriber and DSI or its Affiliates, including any addenda and supplements. Entering into an Order Form, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party.

1.18 “Privacy Policy” means the DSI privacy policy, as amended from time-to-time, which can be viewed by clicking the “Privacy” hypertext link located on www.dudesolutions.com.

1.19 “Service” means DSI’s suite of Software-as-a-Service (SaaS) applications, products and services, as updated, enhanced or otherwise modified from time-to-time that are ordered by Subscriber on an Order Form or provided without charge (if applicable) and made available by DSI, including mobile components.

1.20 “Subscriber” means the legal entity identified on the Account.

1.21 “Subscriber Data” means all data, information and other content provided by or on behalf of Subscriber to the Service, including that which the Account Users input or upload to the Service.

1.22 “Third Party” means a party other than Subscriber or DSI.

Section 2.0 Use of the Service and the API; Proprietary Rights

2.1 Use of the Service and the API.

(a) *Service Subscription.* Subject to the terms of this Agreement (including, without limitation, the responsibilities, limitations and restrictions set forth in this Section 2.1 and payment of the Annual Fees required hereunder), (i) DSI shall permit Subscriber's Account Users to access and use the Service(s) during the Term, including access and use of all of the Content contained in or made available through the Service(s), (ii) Subscriber shall be automatically enrolled in the ITSP (Implementation, Training and Support Program), if applicable, and (iii) DSI shall use commercially reasonable efforts to make available to Subscriber each of the components described in the ITSP, when applicable. Subscriber agrees that it shall use the Service(s) solely for internal business purposes, and access and use of the Service(s) and the ITSP shall be limited to Account Users.

(b) *API License.* Subject to the terms of this Agreement (including, without limitation, the responsibilities, limitations and restrictions set forth in this Section 2.1 and payment of the Annual Fees required hereunder), provided that Subscriber is purchasing the right to use the Connector Toolkit, DSI hereby grants to Subscriber a limited, non-exclusive, non-transferable, revocable license (without the right to sublicense) to use and make calls to the API solely for the purpose of (i) extracting and transferring Subscriber Data from the Service to other Third Party applications used by the Subscriber for internal business purposes, and/or (ii) Subscriber's internal development efforts to develop applications to work in conjunction with the functionality and capabilities of the Service purchased by Subscriber ("Subscriber Applications"). Subscriber shall have no right to distribute, license (whether or not through multiple tiers) or otherwise transfer the API to any Third Party or incorporate the API in any software, product, or technology.

(c) *Account Setup.* To subscribe to the Service, Subscriber must establish its Account, which may only be accessed and used by its Account Users. To setup an Account User, Subscriber must provide DSI (and agree to

maintain, promptly update and keep) true, accurate, current and complete information for such Account User. If Subscriber or any applicable Account User provides any information that is untrue, inaccurate, not current or incomplete, DSI has the right to immediately suspend or terminate Subscriber's Account and usage of the Service and the API and refuse any and all future use. Each Account User must establish and maintain personal, non-transferable Access Credentials, which shall not be shared with, or used by, any other Third Party. Subscriber may not transfer an Account User's Access Credentials and/or its right to access and use the Service to a different user. Subscriber shall be solely responsible for any and all activities that occur under its Account, including all acts and omissions of its Account Users. Subscriber shall notify DSI immediately of any unauthorized use of its Account and/or any other breach of security of the Service that it suspects or becomes aware of.

(d) *Subscriber Responsibilities.* Subscriber shall: (i) take appropriate action to ensure that non-Account Users do not access or use the Service or the API; (ii) ensure that all Account Users comply with all of the terms and conditions of this Agreement, including the limitations and restrictions set out in Section 2.1(e); (iii) be solely responsible for the accuracy, integrity, legality, reliability and appropriateness of all Subscriber Data created by Account Users using the Service; (iv) access and use the Service solely in compliance with the Documentation and all applicable local, state, federal, and foreign laws, rules, directives and regulations (including those relating to export, homeland security, anti-terrorism, data protection and privacy); (v) allow e-mail notifications generated by the Service on behalf of Subscriber's Account Users to be delivered to Subscriber's Account Users; and (vi) promptly update and upgrade its system as requested or required in order to ensure continued performance and compatibility with upgrades to the Service and/or API Modifications (as defined in Section 2.1(g)). Subscriber shall be responsible for any breach of this Agreement by Account Users and any access or Use of the Service by persons other than Account Users.

(e) *Limitations and Restrictions.* Subscriber agrees that it shall not, and shall not permit any Third Party to, directly or indirectly: (i) modify, alter, revise, decompile, disassemble, reverse engineer, create derivative works or attempt to derive the source code of the Service or the API; (ii) assign, transfer, lease, rent, sublicense, distribute or otherwise make available the Service or the API, in whole or in part, to any Third Party, including on a timesharing, software-as-a-service or other similar basis; (iii) share Access Credentials or otherwise allow access or use the Service or the API to provide any service bureau services or any services on a similar basis; (iv) use the Service or the API in a way not authorized in writing by DSI or for any unlawful purpose; (v) use the Service or the API to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of Third Party privacy rights; (vi) attempt to tamper with, alter, disable, hinder, by-pass, override, or circumvent any security, reliability, integrity, accounting or other mechanism, restriction or requirement of the Service or the API; (vii) remove, obscure or alter any copyright, trademark, patent or proprietary notice affixed or displayed by or in the Service; (viii) perform load tests, network scans, penetration tests, ethical hacks or any other security auditing procedures on the Service or the API; (ix) interfere with or disrupt the integrity or performance of the Service, the API or the data contained therein; (x) access or use the Service or the API in order to replicate applications, products or services offered by DSI and/or otherwise build a competitive product or service, copy any features, functions or graphics of the Service or the API or monitor the availability and/or functionality of the Service or the API for any benchmarking or competitive purposes; (xi) under any circumstances, through a Third Party application, a Subscriber Application or otherwise, repackage or resell the Service, the API or any DSI data received via the API; (xii) store, manipulate, analyze, reformat, print, and display the Content for personal use; and (xiii) upload or insert code, scripts, batch files or any other form of scripting or coding into the Service;.

(f) *Additional Service Guidelines.* DSI reserves the right to establish or modify general practices and limits concerning use of the Service. DSI shall provide at least thirty (30) days' prior notice of any such

modification. DSI also reserves the right to block IP addresses originating a Denial of Service (DoS) attack. DSI shall notify Subscriber should this condition exist and inform Subscriber of its action. Once blocked, an IP address shall not be able to access the Service or the API and the block may be removed once DSI is satisfied corrective action has taken place to resolve the issue.

(g) *API Modifications.* DSI may modify, amend, change, or deprecate all or part of the API in its sole discretion at any time (an "API Modification"). DSI shall use reasonable efforts to provide notice to Subscriber of any such API Modifications as soon as reasonably practical. Subscriber acknowledges that an API Modification may have a material adverse effect on any applications utilizing or relying upon the API (including Subscriber Applications), including but not limited to causing such applications not to operate as designed. DSI shall have no liability of any kind to Subscriber or any user of such applications with respect to such API Modifications or any adverse effects resulting from such API Modifications.

(h) *Controlled API Usage.* DSI may limit or suspend Subscriber's usage of or access to the API if, in DSI's sole discretion, Subscriber or Subscriber's use of the API are adversely affecting the performance or operation of the API or the Service. DSI shall use reasonable efforts to provide notice to Subscriber of any such actions as soon as reasonably practical.

(i) *Links to Third Party Websites.* To the extent that the Service links to any Third Party website, application or service, the terms and conditions thereof shall govern Subscriber's rights with respect to such website, application or service, unless otherwise expressly provided DSI. DSI shall have no obligations or liability arising from Subscriber's access and use of such linked Third Party websites, applications and services.

(j) *Beta Services.* From time to time, DSI may make Beta Services available to Subscribers at no charge. Subscriber may choose to try such Beta Services or not in its sole discretion. Use of the Beta Services is at Subscriber's sole risk and may contain bugs or errors. Subscriber may discontinue use of the Beta Services at any time, in its sole discretion. Further, DSI may discontinue any and all Beta Services availability at any time in its sole discretion without notice. NOTWITHSTANDING THE DISCLAIMER OF WARRANTIES IN SECTION 7.2(b) AND INDEMNIFICATION IN SECTION 7.3, BETA SERVICES AND DOCUMENTATION, ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND. PROVIDER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. DSI SHALL HAVE NO INDEMNIFICATION OBLIGATIONS AND NO LIABILITY OF ANY TYPE WITH RESPECT TO THE BETA SERVICES UNLESS SUCH EXCLUSION IS UNENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE DSI'S LIABILITY WITH RESPECT TO THE BETA SERVICES PROVIDED SHALL NOT EXCEED \$500.00.

2.2 Proprietary Rights.

(a) Subscriber acknowledges and agrees that (as between Subscriber and DSI) DSI retains all ownership right, title, and interest in and to the Service, the API, the Documentation and the Content, including without limitation all corrections, enhancements, improvements to, or derivative works thereof (collectively, "Derivative Works"), and in all Intellectual Property Rights therein or thereto. To the extent any Derivative Work is developed by DSI based upon ideas or suggestions submitted by Subscriber to DSI, Subscriber hereby irrevocably assigns all rights to modify or enhance the Service and/or the API using such ideas or suggestions or joint contributions to DSI, together with all Intellectual Property Rights related to such Derivative Works. Nothing contained in this Agreement shall be construed to convey to Subscriber (or to any party claiming through Subscriber) any Intellectual Property

Rights in or to the Service, the API, the Documentation and the Content, other than the rights expressly set forth in this Agreement.

(b) DSI acknowledges and agrees that (as between Subscriber and DSI) Subscriber retains all ownership right, title, and interest in and to the Subscriber Data, including all Intellectual Property Rights therein or thereto. Notwithstanding the foregoing, Subscriber hereby grants DSI and its Affiliates a non-exclusive, royalty-free license to: (i) access, display, copy, distribute, transmit, publish, disclose and otherwise use all or any portion of the Subscriber Data to fulfill its obligations under this Agreement. In addition, Subscriber hereby grants DSI a non-exclusive, royalty-free right to use aggregated and de-identified data generated and/or derived by DSI from the Subscriber Data (the "De-Identified Data") in order to improve the Services and DSI's performance hereunder to grow DSI's business, including without limitation, submitting and sublicensing such De-Identified Data to Third Parties for analytical purposes, provided that DSI shall take commercially reasonable efforts to conduct such de-identification in a manner that ensures that such De-Identification cannot be traced back to Subscriber.

(c) Subscriber acknowledges the Services may utilize, embed or incorporate Third Party software and/or tools (each, a "Third-Party Tool") under a license granted to DSI by one or more applicable Third Parties (each, a "Third-Party Licensor"), which licenses DSI the right to sublicense the use of the Third-Party Tool solely as part of the Services. Each such sublicense is nonexclusive and solely for Subscriber's internal use and Subscriber shall not further resell, re-license, or grant any other rights to use such sublicense to any Third Party. Subscriber further acknowledges that each Third-Party Licensor retains all right, title, and interest to its applicable Third-Party Tool and all documentation related to such Third-Party Tool. All confidential or proprietary information of each Third-Party Licensor is Confidential Information of DSI under the terms of this Agreement and shall be protected in accordance with the terms of Section 8.

Section 3.0 DSI Responsibilities

3.1 Implementation, Training and Support Program (ITSP). During the Term DSI (or its agent, representative or designee) shall provide and maintain an ITSP program. During the Term, DSI shall, as part of Subscriber's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, Monday through Friday, excluding New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve and Christmas Day ("Business Hours"), except Community Development Services, where Business Hours means 5:00 AM – 5:00 PM PST.

3.2 Professional Services. DSI shall provide and perform professional, technical, consulting and/or other services (collectively, "Professional Services") that are mutually agreed upon and described in one or more statements of work that expressly reference this Agreement. Each statement of work shall be effective, incorporated into and form a part of this Agreement when duly executed by an authorized representative of each of the parties. Each statement of work shall (i) describe the fees and payment terms with respect the Professional Services being provided pursuant to such statement of work, (ii) identify any work product that will be developed pursuant to such statement of work, and (iii) set forth each party's respective ownership and proprietary rights with respect to any work product developed pursuant to such statement of work.

3.3 Service Levels

(a) DSI shall use commercially reasonable efforts to make the Service available 99.9% for each full calendar month during the Term, determined on a twenty-four(24) hours a day, seven (7) days a week basis (the "Service Standard"). Service availability for access and use by Subscriber(s) excludes unavailability when due to: (a)

any access to or use of the Service by Subscriber or any Account User that does not strictly comply with the terms of the Agreement or the Documentation; (b) any failure of performance caused in whole or in part by Subscriber's delay in performing, or failure to perform, any of its obligations under the Agreement; (c) Subscriber's or its Account User's Internet connectivity; (d) any Force Majeure Event; (e) any failure, interruption, outage, or other problem with Internet service or Non-DSI Service; (f) Scheduled Downtime; or (g) any disabling, suspension, or termination of the Service by DSI pursuant to the terms of the Agreement. "Scheduled Downtime" means, with respect to any applicable Service, the total amount of time (measured in minutes) during an applicable calendar month when such Service is unavailable for the majority of Subscribers' Account Users due to planned Service maintenance. To the extent reasonably practicable, DSI shall give at least eight (8) hours prior electronic notice of Service maintenance events and schedule outside the business hours of 6:00 AM to 10:00 PM EST.

(b) DSI shall use reasonable efforts to ensure the availability of the API in accordance with the service levels described in Section 3.3. Notwithstanding the foregoing, DSI does not guarantee any required uptime, performance, or integrity of any product, application or service that integrates with and/or otherwise utilizes the API (including, without limitation, any such product, application or service developed by Subscriber). Moreover, DSI shall not be liable to Subscriber or any Third Party for the unavailability of the API or the failure of the API to perform in accordance with its specifications. Subscriber shall not represent to any Third Party any availability or performance levels with respect to the API.

3.4 Protection of Subscriber Data. DSI shall maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, unauthorized access or disclosure of Subscriber Data. In addition, if Subscriber is a "Covered Entity" under HIPAA, DSI shall be Subscriber's "Business Associate" under HIPAA, and any Subscriber Data provided by Subscriber to DSI in their capacities as a Covered Entity and Business Associate, respectively, DSI and Subscriber shall enter into a Business Associate Agreement (the form of which shall be reasonably satisfactory to DSI). At all times during the Subscription term and upon written request of Subscriber within thirty (30) days after the effective date of termination or expiration of this Agreement, Subscriber data shall be available for Subscriber's export and download. Following the thirty (30) days after termination or expiration, DSI shall not be obligated to maintain Subscriber Data and shall delete or destroy what remains in its possession or control unless prohibited by law.

Section 4.0 Third Party Interactions

4.1 Relationship to Third Parties. In connection with Subscriber's use of the Service, Subscriber may: (i) enter into correspondence with and/or participate in promotions of advertisers or sponsors showing their goods and/or services through the Service; (ii) purchase goods and/or services, including implementation, customization, content, forms, schedules, integration and other services; (iii) exchange data, integrate, or interact between Subscriber's Account, the Service, the API and a Third Party provider; (iv) be offered additional functionality within the user interface of the Service through use of the API; and/or (v) be provided content, knowledge, subject matter expertise in the creation of forms, content and schedules. Any such activity, and any terms, conditions, warranties or representations associated with such activity, shall be solely between Subscriber and the applicable Third Party. DSI shall have no liability, obligation or responsibility for any such correspondence, purchase, promotion, data exchange, integration or interaction between Subscriber and any such Third Party.

4.2 Ownership. Subscriber is the owner of all Third Party content and data loaded into the Subscriber Account. As the owner, it is Subscriber's responsibility to make sure it meets its particular needs. DSI shall not comment, edit or advise Subscriber with respect to such Third Party content and data in any manner.

4.3 No Warranty or Endorsement. DSI does not warrant any Third Party providers or any of their products or services, whether or not such products or services are designated by DSI as “certified,” “validated,” “premier” and/or any other designation. DSI does not endorse any sites on the Internet that are linked through the Service. DSI is providing these links to Subscriber only as a matter of convenience, and in no event shall DSI be responsible for any content, products, or other materials on or available from such sites. The limitations of liability shall apply to all Third Party Interactions.

Section 5.0 Annual Fees

5.1 Annual Fees. Subscriber shall, on or before the commencement of the Initial Term of a Service subscription, pay to DSI the Annual Fee for such Service subscription. Thereafter, DSI shall invoice Subscriber for each applicable Annual Fee at least sixty (60) days prior to the commencement of the applicable Renewal Term. Unless Subscriber provides written notice of non-renewal in accordance with Section 6.1, Subscriber agrees to pay all Annual Fees no later than thirty (30) days after the receipt of DSI’s applicable invoice. Subscriber is responsible for providing complete and accurate billing and contact information to DSI and notifying DSI of any changes to such information.

5.2 Automatic Payments. Subscriber shall, upon the written request from DSI, establish and maintain valid and updated credit card information or a valid ACH auto debit account (in each case, the “Automatic Payment Method”). Upon establishment of such Automatic Payment Method, DSI (as DSI’s collection agent) is hereby authorized to charge any applicable Annual Fee using such Automatic Payment Method.

5.3 Renewal Charges. DSI maintains the right to increase Annual Fees and other applicable fees and charges in connection with each Renewal Term.

5.4 Taxes. DSI’s fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, “Taxes”). Subscriber is responsible for paying all Taxes associated with its purchases hereunder. If DSI has the legal obligation to pay or collect Taxes for which Subscriber is responsible under this Section 5.4, DSI (as DSI’s collection agent) shall invoice Subscriber and Subscriber shall pay that amount unless Subscriber provides DSI with a valid tax exemption certificate authorized by the appropriate taxing authority. Subscriber agrees to indemnify and hold DSI harmless from any encumbrance, fine, penalty or other expense which DSI may incur as a result of Subscriber’s failure to pay any Taxes required hereunder. For clarity, DSI is solely responsible for taxes assessable against DSI based on its income, property and employees.

Section 6.0 Term and Termination

6.1 Term. This Agreement commences on the date Subscriber establishes its Account and continues until the Service subscription hereunder has expired or have been terminated (the “Term”). The initial term of the Service subscription shall be set forth on the Order Form (the “Initial Term”). Thereafter, the Service subscription shall automatically renew for successive one year periods (each, a “Renewal Term”) unless either party has provided written notice of its intent to not renew the Service subscription not less than thirty (30) days prior to the expiration of the then-current Initial or Renewal Term applicable to the Service subscription.

6.2 Termination of Agreement for Breach. Either party may terminate this Agreement (including its Service subscription and Account) prior to the expiration of the Term if the other party commits a material breach of this Agreement and fails to cure such breach within thirty (30) days after written notice of such breach is given by the non-breaching party; provided that if the breach involves a failure of Subscriber to pay any of the fees required under this Agreement, the cure period shall be reduced to ten (10) days. Without limiting the foregoing, in the event of a breach that gives rise to the right by DSI to terminate this Agreement, DSI may elect, as an interim measure, to suspend Subscriber's access and use of the Service, the API (if applicable) and the Account until the breach is cured. DSI's exercise of its suspension right shall be without prejudice to DSI's right to terminate this Agreement upon written notice to Subscriber.

6.3 Termination for Convenience. Subscriber may terminate this Agreement (including its Service subscription and Account) at any time for convenience by providing DSI forty-five (45) days' prior written notice to the following email address: notice@dudesolutions.com. Upon termination by Subscriber pursuant to this Section 6.3, Subscriber may request in writing and be granted a refund in accordance with the following: (i) if DSI receives Subscriber's written notice of termination within the first sixty (60) days after the commencement of the Initial Term, DSI shall refund to Subscriber eighty percent (80%) of the Annual Fee prepaid for the Initial Term (the "Initial Year Subscription Fee"); (ii) if DSI receives Subscriber's written notice of termination during the Initial Term but after the first sixty (60) days thereof, DSI shall refund to Subscriber any prepaid Subscription Fees of the Initial Year Subscription determined based upon the number of full months remaining in the Initial Term (based upon the effective date of termination). For avoidance of doubt, no refund shall be granted during a Renewal Term or with respect to Professional Services rendered.

6.4 Effect of Termination. Upon termination of this Agreement, (i) Subscriber's access and use of the Service shall automatically cease, and (ii) DSI shall have no obligation to maintain the Subscriber Data or to forward the Subscriber Data to Subscriber or any Third Party.

6.5 Survival. The following portions of this Agreement shall survive termination of this Agreement and continue in full force and effect: Sections 2.1(e), 2.2, 6.4, 7, 8 and 9. Termination of this Agreement, or any of the obligations hereunder, by either party shall be in addition to any other legal or equitable remedies available to such party, except to the extent that remedies are otherwise limited hereunder.

Section 7.0 Representations, Warranties and Disclaimers

7.1 Representations. Subscriber represents and warrants that: (i) it has full right, title and authority to enter into this Agreement; and (ii) this Agreement constitutes a legal, valid and binding obligation of Subscriber, enforceable against it in accordance with its terms.

7.2 Warranties.

(a) DSI represents and warrants that all such Professional Services shall be performed in a professional and workmanlike manner in accordance with generally accepted industry standards. For any breach of this warranty, Subscriber's exclusive remedy and DSI's entire liability shall be the re-performance of the applicable Professional Services.

(b) EXCEPT AS EXPRESSLY STATED HEREIN, THE PARTIES MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICES OR ANY CONTENT. PARTIES DISCLAIM ALL REPRESENTATIONS OR WARRANTIES THAT: (I) THE USE OF THE SERVICES OR API SHALL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; (II) THE SERVICES OR API SHALL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (III) ANY STORED DATA SHALL BE ACCURATE OR RELIABLE; (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES SHALL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (V) ERRORS OR DEFECTS SHALL BE CORRECTED; (VI) THE SERVICES OR THE SERVER(S) THAT MAKE THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICES AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS-IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY THE PARTIES.

7.3 Indemnification.

(a) *Indemnity by DSI.* DSI shall defend and indemnify Subscriber from any loss, damage or expense (including reasonable attorneys' fees) awarded by a court of competent jurisdiction, or paid in accordance with a settlement agreement signed by Subscriber, in connection with any Third Party claim (each, a "Claim") alleging that Subscriber's use of the Service as expressly permitted hereunder infringes upon any United States patent, copyright or trademark of such Third Party, or misappropriates the trade secret of such Third Party; provided that Subscriber (x) promptly gives DSI written notice of the Claim; (y) gives DSI sole control of the defense and settlement of the Claim; and (z) provides to DSI all reasonable assistance, at DSI's expense. If DSI receives information about an infringement or misappropriation claim related to the Service, DSI may in its sole discretion and at no cost to Subscriber: (i) modify the Service so that it no longer infringes or misappropriates, (ii) obtain a license for Subscriber's continued use of the Service, or (iii) terminate this Agreement (including Subscriber's Service subscriptions and Account) upon prior written notice and refund to Subscriber any prepaid Annual Fee covering the remainder of the term of the terminated Service subscriptions. Notwithstanding the foregoing, DSI shall have no liability or obligation with respect to any Claim that is based upon or arises out of (A) use of the Service in combination with any software or hardware not expressly authorized by DSI, (B) any modifications or configurations made to the Service by Subscriber without the prior written consent of DSI, and/or (C) any action taken by Subscriber relating to use of the Service that is not permitted under the terms of this Agreement. This Section 7.3(a) states Subscriber's exclusive remedy against DSI for any Claim of infringement of misappropriation of a Third Party's Intellectual Property Rights related to or arising from Subscriber's use of the Service.

(b) Subscriber shall defend and indemnify DSI from any loss, damage or expense (including reasonable attorneys' fees) awarded by a court of competent jurisdiction, or paid in accordance with a settlement agreement signed by DSI, in connection with any Claim alleging that the Subscriber Data, or Subscriber's use of the Service or the API in breach of this Agreement, infringes upon any United States patent, copyright or trademark of such Third Party, or misappropriates the trade secret of such Third Party; provided that DSI (x) promptly gives Subscriber written notice of the Claim; (y) gives Subscriber sole control of the defense and settlement of the Claim; and (z) provides to Subscriber all reasonable assistance, at Subscriber's expense. This Section 7.3(b) states DSI's exclusive remedy against Subscriber for any Claim of infringement of misappropriation of a Third Party's Intellectual Property Rights related to or arising from the Subscriber Data or Subscriber's use of the Service.

7.4 Limitation of Liability. IN NO EVENT SHALL DSI, IN THE AGGREGATE, BE LIABLE FOR DAMAGES TO SUBSCRIBER IN EXCESS OF THE AMOUNT OF ANNUAL FEES PAID BY SUBSCRIBER TO PROVIDER (INCLUDING PAYMENTS

TO DSI, AS PROVIDER'S COLLECTION AGENT, FOR USE OF THE SERVICE) PURSUANT TO THIS AGREEMENT DURING THE TWELVE MONTHS PRIOR TO THE FIRST ACT OR OMISSION GIVING RISE TO THE LIABILITY. UNDER NO CIRCUMSTANCES SHALL PROVIDER HAVE ANY LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR LOSS OF PROFITS, OR CONSEQUENTIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING, AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR PRODUCTS LIABILITY. NOTHING IN THIS SECTION SHALL LIMIT SUBSCRIBER'S PAYMENT OBLIGATIONS UNDER SECTION 5.0.

Section 8.0 Confidentiality

8.1 Protection of Confidential Information. The Receiving Party agrees that it shall (i) hold the Disclosing Party's Confidential Information in strict confidence and shall use the same degree of care in protecting the confidentiality of the Disclosing Party's Confidential Information that it uses to protect its own Confidential Information, but in no event less than reasonable care, (ii) not use the Confidential Information of the Disclosing Party for any purpose not permitted by this Agreement; (iii) not copy any part of the Disclosing Party's Confidential Information except as expressly permitted by this Agreement, (iv) limit access to the Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

8.2 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party shall reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

8.3 Records Requests. To the extent permitted by law, Subscriber shall treat as exempt from treatment as a public record, and shall not disclose in response to a request made pursuant to any applicable public records law, any of DSI's Confidential Information. Upon receiving a request to produce records under any applicable public records or similar law, Subscriber shall immediately notify DSI and provide such reasonable cooperation as requested by DSI and permitted by law to oppose production or release of such DSI Confidential Information.

8.4 Remedies. Recipient acknowledges that Disclosing Party would have no adequate remedy at law should Receiving Party breach its obligations relating to Confidential Information and agrees that Disclosing Party shall be entitled to enforce its rights by obtaining appropriate equitable relief, including without limitation a temporary restraining order and an injunction.

Section 9.0 Miscellaneous

9.1 Compliance with Laws. Subscriber will comply with all laws and applicable government rules and regulations insofar as they apply to Subscriber in its performance of this Agreement's rights and obligations.

9.2 Acceptance of Privacy Policy. All data and information provided by Subscriber through its use of the Service is subject to DSI's privacy policy, as amended from time-to-time, which can be viewed by clicking the "Privacy" hypertext link located within the Service. By using the Service, Subscriber accepts and agrees to be bound and abide by such privacy policy.

9.3 Governing Law. This Agreement and any dispute arising out of or in connection with this Agreement shall be governed by and construed under the laws of the State of North Carolina, without regard to the principles of conflict of laws. Each of DSI and Subscriber hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

9.4 Relationship of the Parties. DSI is performing pursuant to this Agreement only as an independent contractor. DSI has the sole obligation to supervise, manage, contract, direct, procure, perform or cause to be performed its obligations set forth in this Agreement, except as otherwise agreed upon by the parties. Nothing set forth in this Agreement shall be construed to create the relationship of principal and agent between DSI and Subscriber. DSI shall not act or attempt to act or represent itself, directly or by implication, as an agent of Subscriber or its affiliates or in any manner assume or create, or attempt to assume or create, any obligation on behalf of, or in the name of, Subscriber or its affiliates.

9.5 Waiver. No failure or delay by either party in enforcing any of its rights under this Agreement shall be construed as a waiver of the right to subsequently enforce any of its rights, whether relating to the same or a subsequent matter.

9.6 Assignment. Subscriber shall have no right to transfer, assign or sublicense this Agreement or any of its rights, interests or obligations under this Agreement to any Third Party and any attempt to do so shall be null and void. DSI shall have the full ability to transfer, assign or sublicense this Agreement or any of its rights, interests or obligations under this Agreement.

9.7 Force Majeure. Subject to the limitations set forth below, neither party shall be held responsible for any delay or default, including any damages arising therefrom, due to any act of God, act of governmental entity or military authority, explosion, epidemic casualty, flood, riot or civil disturbance, war, sabotage, unavailability of or interruption or delay in telecommunications or Third Party services, failure of Third Party software, insurrections, any general slowdown or inoperability of the Internet (whether from a virus or other cause), or any other similar event that is beyond the reasonable control of such party (each, a "Force Majeure Event"). The occurrence of a Force Majeure Event shall not excuse the performance by a party unless that party promptly notifies the other party of the Force Majeure Event and promptly uses its best efforts to provide substitute performance or otherwise mitigate the force majeure condition.

9.8 Notices. Except as otherwise specified in this Agreement, all notices, instructions, requests, authorizations, consents, demands and other communications hereunder shall be in writing and shall be delivered by one of the following means, with notice deemed given as indicated in parentheses: (a) by personal delivery (when actually delivered); (b) by overnight courier (upon written verification of receipt); (c) by certified or registered mail, return receipt requested (upon verification of receipt); or (d) solely with respect to notices to Subscriber, via electronic mail to the e-mail address maintained on Subscriber's Account. All notices to DSI shall be addressed to notice@dudesolutions.com or Dude Solutions, Inc., Attn: Legal Department, 11000 Regency Parkway, Suite 400, Cary NC 27518

9.9 Interpretation of Agreement. The Section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties, and shall not affect in any way the meaning or

interpretation of this Agreement. Any reference to any federal, state, local or foreign statute or law shall be deemed to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

9.10 No Third Party Beneficiaries. No person or entity not a party to the Agreement shall be deemed to be a third party beneficiary of this Agreement or any provision hereof.

9.11 Severability. The invalidity of any portion of this Agreement shall not invalidate any other portion of this Agreement and, except for such invalid portion, this Agreement shall remain in full force and effect.

9.12 Entire Agreement. This Agreement is the entire agreement between Subscriber and DSI regarding Subscriber's use of the Service and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. The parties agree that any term or condition stated in any purchase order or in any other order documentation is void.

9.13 Export Compliance. The Services, other technology DSI may make available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Subscriber shall not permit any Account User to access or use any Service or Content in a U.S.-embargoed country or in violation of any U.S. export law or regulation.

9.14 Anti-Corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connect with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Subscriber learns of any violation of the above restriction, Subscriber shall immediately notify DSI.

9.15 Cooperative Use. With Subscriber's approval, the market research conducted by Subscriber during its selection process for the Services may be extended for use by other jurisdictions, municipalities, and government agencies of Subscriber's state. Any such usage by other entities must be in accordance with ordinance, charter, and/or procurement rules and regulations of the respective political entity.

9.16 Modifications. DSI may revise the terms of this Agreement from time-to-time and shall post the most current version of this Agreement on its website. If a revision meaningfully reduces Subscriber's rights, DSI shall notify Subscriber.

[Remainder of page intentionally left blank; signature page to follow]

Draft for City of Horizon City, TX (only) review.

IN WITNESS WHEREOF, the undersigned have executed this Agreement.

City Of Horizon City

Dude Solutions, Inc.

Signature

Signature

Print Name

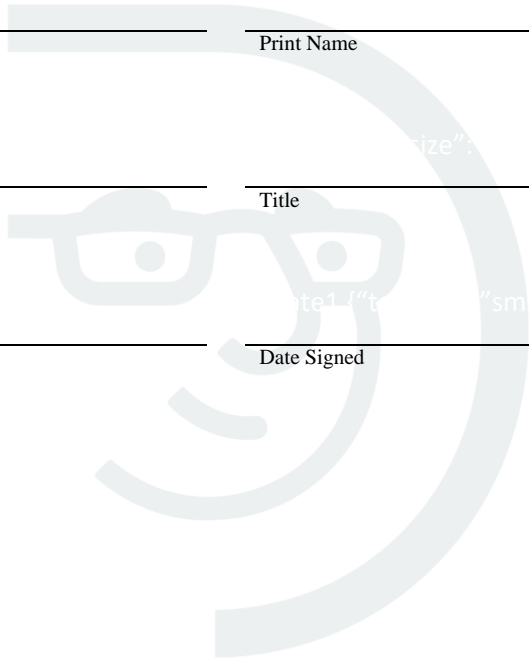
Print Name

Title

Title

Date Signed

Date Signed





PREPARED FOR

City Of Horizon City

Michelle Padilla

Planning Director

14999 Darrington Road

Horizon City, TX 79928-7441

PREPARED BY

Dude Solutions, Inc.

PUBLISHED ON

August 24, 2020





Q-196265

This SOW has been defined to leverage DSI's experience, while optimizing the use of resources, thereby maximizing cost efficiencies on behalf of Client.

Based on our current understanding of the complexity and scope of this effort and the expected involvement of the DSI team resources, the current estimated Fixed Price for this engagement is shown in the Investment table. This estimated cost breakdown is as follows:

Pricing is based on unlimited users. Subscription includes Public Portal, Parcel Connector, and GIS Connector.

Solutions - Subscription	
SmartGov Connector Financial	
SmartGov Connector Merchant	
SmartGov - Enterprise	
- SmartGov Permitting	
- SmartGov Code Enforcement	
- SmartGov Business License	
SmartGov Connector ECM-Laserfiche	
SmartGov Connector BlueBeam	
Subscription Term: 10 months	Subtotal: \$7,078.39
6 months included at no additional cost	
Implementation & Services	
Data Migration	
Fees Configuration (Pages)	
Department Types / General Configuration	
Project Management	
Web-Based Training	
Financial Connector Configuration	
Merchant Connector Configuration	
	Subtotal: \$56,663.61



Portal Configuration	
Parcel Connector Configuration	
Map Connector Configuration	
Laserfische Configuration	
Digital Mark-up Tool Connector Configuration	
	Subtotal: \$56,663.61
Total Initial Investment	\$63,742.00 USD

Pricing for the First Renewal Term is \$21,236.00.

The above level of effort and associated pricing is based on the SMARTGOV package selected by City Of Horizon City and is subject to change based on defined client requirements that may be discovered during project delivery. Any identified project scope or requirements changes will be addressed via DSI Change Control Authorization ("CCA") process.





Software for Smarter Operations



Introduction

Dude Solutions, Inc. ("DSI") is pleased to submit this Statement of Work ("SOW") to City Of Horizon City for SmartGov Professional Services. SmartGov streamlines permitting, planning/zoning, Inspections, code enforcement, and business licensing, providing efficiency for your jurisdiction and enhanced customer service for your citizens. The package City Of Horizon City has chosen for implementation of SmartGov will be implemented using proven processes and methodologies managed by an experienced project manager dedicated to delivering a successful project.

DSI looks forward to the opportunity to deliver these services and the ever-lasting development of a strong business partnership.

Definitions

In addition to the terms defined elsewhere in this SOW, the following terms have the following meanings:

"Change Control Authorization" or "CCA" means any request by the client to modify the scope of work, schedule, or costs will require preparation of a Change Control Authorization ("CCA" or "change order") form detailing the work to be performed, as well as the associated costs and schedule impact. Additional work will be performed only after both parties have duly executed the CCA. Scope of work changes will impact the project schedule which will be updated to reflect such changes upon CCA approval.

"Closing Phase" means the phase that represents the completion of a project where all metrics are finalized, all deliverables are complete and accepted by client, and all remaining billing/invoicing takes place prior to project closure and acceptance.

"Deliverable Acceptance Form" means the form that is a standard PMO form used for client to agree to accept a deliverable as complete and final.

"Escort" means the client provided resource/person to take Dude Solutions, Inc. ("DSI") resources around client facilities and provide access to restricted areas agreeable between client and DSI as needed.

"Executing Phase" means the phase of the project where deliverables are developed and completed.

"Fixed Price/Fixed Fee/Fixed Price Project" means the project pricing includes all services, tasks, and expenses associated with the client project.

"Monitoring and Controlling Phase" means the phase for measuring project progression and performance and ensuring that everything happening aligns with the project management plan.

"Onsite Services Completion" means onsite services have been completed and when necessary, the Deliverable Acceptance form will be used to document the completion of deliverables provided during the onsite services visit.

"Orientation Call" or "Project Kick-Off Call" means the call/meeting which begins the project and proper expectations are set between DSI and the client.

"Output Documents" standard or custom documents generated from SmartGov "e.g. permits, Certificates of Occupancy, violation letters, business licenses, receipts"

"Orientation Call Completion" means the Orientation Call or Project Kick-Off Call has been completed and the project has begun and proper expectations have been set between DSI and the client.

"Professional Services or Services" means professional, technical, consulting and/or other services.

"Project Completion" means the project completion occurs when all deliverables of the project have been completed and accepted by the client via the Project Completion Acceptance Form.

"Project Completion Acceptance Form" means the form that is a standard PMO form used for client to agree to accept a project as complete and final.

"Project Management Methodology" means the manner and process used to deliver services projects.

"Project Management Office" or "PMO" means the office that provides the oversight and standardized processes to consistently deliver projects in a concise, consistent, and standardized manner. The PMO manages and maintains the processes and standard templates utilized to manage DSI projects.

"SmartGov Modules" means the Permitting Module (permits for all departments), the code Enforcement Module, the Business Licensing Module, and the Recurring Inspection module.

"Software Component Configuration" means the components within the software have been configured per client specifications.

"Statement of Work Acceptance" means the signing and accepting of the terms of the Statement of Work document by client.

"Support Engagement" means the point in the project where implementation services end and product support begins.

"System Configuration Completion" means the configuration items within the software have been configured per client specifications.

"System Level Configuration Items" standard configurable items that are applied across departments and case templates.

"Training Completion" means the onsite or virtual training has been completed and when necessary, the Deliverable Acceptance form will be used to document the completion of deliverables provided for completion of the onsite or virtual training services.

"User Acceptance Testing – UAT" means that after the system is configured the client will have an opportunity to perform user level testing based on client developed test scripts. DSI will correct issues as documented and presented during this process.

Project Scope and Approach

Implementation Process Overview

In order to successfully implement the SmartGov application, DSI will work with City Of Horizon City to understand requirements necessary to configure and set up the SmartGov application to streamline processes related to permitting, planning/zoning, inspections, code enforcement and business licensing for your jurisdiction and citizens. Once the City Of Horizon City has reviewed, and approved these requirements and processes, DSI will configure and setup the application to support the City Of Horizon City's unique business rules.

Following the configuration and modeling work, DSI will train the City Of Horizon City's team using its jurisdiction-specific configuration. After training, DSI will work with City Of Horizon City to test the work performed and provide the necessary updates to successfully implement the solution. The system will then be ready to go live in production. If the City Of Horizon City purchases "Go-Live Support" packages, DSI will provide support for the period of time defined in the statement of work.

Customer Implementation Engagement Sessions ("CIES")

Client project team representatives and DSI project team representatives will dedicate time to meet in person or via teleconference to maintain communication and conduct coordination of project activities and tasks.

Deliverables

Dude Solutions will provide the following task deliverables:

- Project Management Meeting Schedule
- Data Migration and Technical Design Meeting Schedule
- Configuration Meeting Schedule
- Meeting notes or recordings for all scheduled meetings

The client will provide the following resources or task deliverables:

- A complete project team roster, including email addresses, phone numbers, and roles / titles
- Necessary communication / information to allow all project schedules to be finalized
- Timely response to task-related emails or phone calls to enable on-time completion of all assignments
- A minimum of 24-hour notice if all minimum required members for any scheduled meeting cannot attend the meeting. This will allow the meeting coordinator sufficient time to cancel or re-schedule the meeting as necessary

Assumptions and Constraints

- Initial proposed meeting plans from DSI will reflect the minimum recommended frequency, duration, participants (by job title or role), topics, and action items to address the full SOW
- Final meeting plan will be approved by the client key sponsor(s)
- Coordination and integration of the PM meeting, data migration, technical design meeting, and configuration meeting will align with the scope of the project, client organizational structure, and assigned resources
- The Client will provide dedicated knowledgeable technical resource available for questions



- The Client will provide a dedicated knowledgeable resource for mapping analysis
- The Client will provide read only access and screen shots for various permits/case types to provide context to DSI data migration specialists
- The Client will provide resources for validation throughout the process
- Client will provide side-by-side data entry for 2 weeks prior to go-live
- Response time for questions is one business day
- DSI may require up to 3 backups of data for each database throughout the process

Planning, Initial Set Up & System Level Configuration

Configuration begins with planning and analysis necessary to establish the overall configuration approach. After planning, and once the approach is documented and agreed to, DSI will set up the SmartGov environments to support implementation. DSI Consultants begin configuration with system level items or items that apply generally across all departments and types of configuration items.

Setup of environments to support SmartGov implementation and configuration of core items in each SmartGov module that are specific to City Of Horizon City 's requirements. These core items are defined/configured at the client level [i.e. these are configurable items that will be standard or shared across all departments and configuration types].

Deliverables

Dude Solutions will provide the following task deliverables:

- A Configuration Plan document that includes:
 - Identified current and future state business processes to be supported by the final product via the configuration work effort
 - Recommended approach to configuration that supports the identified business processes and activities
 - Configuration details for all permit, inspection, license, and code enforcement types to be configured in SmartGov. All templates required for creating the configuration types will be created in SmartGov based on requirements gathered in meetings with the client
- SmartGov Environments to support the implementation process including:
 - Configuration (Dude Solution access only for configuration)
 - Validation (client has access for testing, can be refreshed with configuration copy upon request)
 - Training
- Weekly configuration status reports (in PDF format) generated from the client specific configuration instance of SmartGov. These reports serve as the primary source to demonstrate core configuration elements, status, and needs
- Jurisdiction configuration, per Configuration Plan, to include as needed:
 - Parcel and/or address information management
 - Contact information management
 - Contractor license information management
 - Receipt/transaction information management
 - Inspection scheduling information management
 - Configurable screen display settings

- User configuration per Configuration Plan, to include as needed:
 - Individual User Rights
 - Available Departments
 - Available Distribution Groups
 - Available Inspection Qualifications
 - Available Security Groups
- Job configuration per Configuration Plan, to include as needed:
 - Default list of available queued jobs
 - Queued job parameters
- Administrative & shared configuration rules per Configuration Plan, to include as needed:
 - Administrative processing rules where available in the configurable Jurisdiction Values list
 - Standard status options for cases, submittal items, workflow steps, step actions, inspection types, inspection actions, accounts, and intervals
 - Standard expiration rules
 - Standard online processing rules [for the portal]
 - Standard reports available across all case types

Assumptions and Constraints

- The Configuration Plan will be based on information delivered to, or collected by, the DSI Consultant within a specified time frame established at the project kick-off
 - During the development of the Configuration Plan, the client provides representatives for all work units with work activity to be supported by the final delivered product
- Client will provide access to the appropriate leaders and/or subject matter experts to ensure meaningful engagement at all required meetings and to ensure on-time completion of assigned action items
- Client will provide access/links to any public, or private, web sites or operating systems, if needed, to gather complete business requirements
- The Configuration Plan can meet client requirements and can be fully executed within existing product design in all modules
- The Configuration instance will be solely owned by the DSI Implementation team and serves as the primary source for the final delivered product design
- The Validation instance will be sole source used by the client to complete all assigned configuration UAT tasks
- The Training instance will be used solely by members of the client project team to assist in understanding SmartGov functionality. It will contain default data sets and serves as a temporary "sand box" for assigned users.
- The client will designate one person on their project team to serve as the final decision-maker for all system level configuration elements. These are configured settings that are shared across SmartGov modules, and/or are settings common to all departments / divisions / users

- When configuration tasks, or related work effort, requires information to be submitted to the DSI Implementation team in a specific file format or within specified parameters, the client is able to comply with these stated requirements
 - Note: If the client cannot provide information in the DSI standard format, the assigned Project Manager will determine if a formal Change Request or additional contracted SOW is needed to provide assistance in developing or converting the information into the desired format

Module Case / Department Types

SmartGov implementation activities include the set up of case templates in one or more of these modules: Permitting, Licensing, Code Enforcement and Recurring Inspections. These case templates must be used to create records in SmartGov in each module. Your DSI Consultant will provide specific information about the minimum required elements to be configured for the case templates in each module; these required case template elements do vary by module.

Deliverables

Dude Solutions will provide the following task deliverables:

- Case template baseline elements, per the Configuration Plan, to include as needed:
 - Case record reference information
 - Template specific expiration, renewal or interval rules
 - Template specific default submittal list
 - Template specific details (custom attributes) that are required for any of the following: application intake, workflow step completion, inspection completion, fee calculation, or mandatory regulatory reporting
 - Template specific default workflow steps for Admin, Review, and Final work lists
 - Template specific default inspection list
 - Template specific list screens such as Bonds, Fixtures, Valuations, Violations, Citations, Lien, or Items
- Once baseline case template configuration is completed, any expanded configuration beyond baseline must be discussed during Configuration Meetings with the Consultant and approved by the assigned PM. Expanded configuration elements, if approved, may include
 - Non-essential custom attributes
 - Work step dependencies and due dates
 - Step actions and Inspection actions
 - Default Parent-Child case linkages
 - Workflow cycling feature
 - Template specific tab appearance
 - Standard note types and note codes
 - Standard condition types and conditions
 - Standard code references
 - Template specific report links

The client will provide the following resources or task deliverables:



- Specific lists of all types of applications, forms, or other documents that describe all services to be supported by SmartGov at the time of project "Go Live"
 - This list should be inclusive of all in-scope departments
 - This list should conform to requested formatting and scope instructions, as communicated by DSI
- A PDF or Word version of all customer-facing documents (forms, letters, cards, etc.) expected to be generated by SmartGov
- A publicly accessible URL, or electronic copies of reference information, that provide all pertinent state, county or local regulatory information that are known to impact business operations to be supported by SmartGov
- A fully approved version of the template validation workbook
- Approval via email or other written correspondence of any other identified forms, as requested by the Consultant

Assumptions and Constraints

- The scoped number of department templates for this SOW are 52 types. If the number of department types identified during the configuration work effort exceed the number of types scoped for this SOW, the additional types may be introduced into the scope of the project via the DSI CCA process once signed and approved by the DSI Project Manager and the client Project Manager.
- Case template configuration will be completed within existing product design in each module.
- DSI will configure each application or request type in the SmartGov module that best supports the associated workflow. The primary goal of configuration of case templates is to optimize SmartGov capability
 - Note: This assumption means that recommended case template configuration may or may not align with current internal customer naming convention or legacy system design
- The total number of case templates to be configured across all modules will be stated in the Configuration Plan. This total may vary from the initial sales order, where applicable, if approved by the DSI Project Manager
- A complete list of case templates to be configured across all modules will be approved by the client key sponsor, or their delegate, no later than the third Configuration Meeting
- Baseline configuration for case templates identified in the Configuration Plan will be completed before any expanded template configuration work will be done
- Baseline configuration for case templates listed in the Configuration Plan will support the end-to-end work steps that correspond to each default SmartGov Process State in the applicable module.
- If case templates or department types are identified during the configuration work effort, that are not documented in the original Configuration Plan or exceed the number of types scoped for this SOW, the additional templates or types may be introduced into the scope of the project via the DSI CCA process once signed and approved by the DSI Project Manager and the client Project Manager.
- Super Admin training will include how to maintain or update case templates

Financial Setup and Fees Pages

Configuration of GL Accounts and Fee Codes as needed to support financial transactions for any business activity to be supported by SmartGov.



Deliverables

Dude Solutions will provide the following task deliverables:

- A weekly Fee List Report that reflects all configured active fees and their associated GL Accounts
- Configuration of permitting module fee codes necessary to support all configured case templates
- Configuration of Licensing module fee codes necessary to support all configured case templates
- Configuration of Code Enforcement module fee codes necessary to support all configured case templates
- Configuration of Recurring Inspection module fee codes necessary to support all configured case templates
- Configuration of other fee codes required to support routine transaction activity including NSF ("Non-Sufficient Funds") fees, administrative fees, fines, regulated surcharges, convenience fees, and the like
- Configuration of fast track fees, deferred fees, and tax exempt fees within current product design.
- Configuration of the timing during the workflow process that each fee will be assessed and may have payment applied against the fee within current product design
- Configuration elements as needed to support online [SmartGov portal] payments
- Setup and definition of Fees Pages

The client will provide the following resources or task deliverables:

- A copy of all current fee schedules for all in-scope departments and business functions
- A current list of GL Accounts
- The last two monthly or quarterly relative financial reports
- A copy of any other operating document that contains pertinent information regarding any assessed charges, surcharges, potential fines, etc
- Contact information for one or more subject matter experts in the appropriate finance departments. This is to facilitate efficient information gathering from both operating and finance departments / divisions

Assumptions and Constraints

- All fee codes will be configured within existing product design
- A GL Account list approved / authorized by the client's finance department is provided to the DSI Consultant. This GL Account list will be limited to accounts associated to fee codes to be configured in SmartGov
- GL Accounts and Fee Codes will be configured with product design parameters
- All configured fee codes will be derived from documented fee schedules or comparable client documentation provided to the DSI Consultant. Updated fee schedules or related documents that are provided after the initial versions may be incorporated into the final configuration if there is no adverse impact on the project schedule
- Fee codes will be configured to optimize SmartGov capability, and therefore may not be identical to legacy system fees
- Determination of the specific fee codes to be defaulted within each module case template will be determined by the designated client project team member
- Validation of case templates will include validation of fee code functionality
- User security rights will address fee code management within current product capability
- Super Admin training will include instructions for maintenance of GL Accounts and configured fee codes

Portal Configuration Setup

Configuration of required elements to enable in-scope functionality associated with the SmartGov online portal, as stated in the Configuration Plan.

Deliverables

Dude Solutions will provide the following task deliverables:

- A Portal Validation site to demonstrate and test Portal configuration
- Information regarding Portal set up options
- A Portal set up workbook template

The client will provide the following resources or task deliverables:

- A fully completed and approved Portal Set up workbook
- Any written content to be visible in portal that is not configurable
- Resources to test Portal configuration

Assumptions and Constraints

- The client will be responsible for taking steps to integrate the SmartGov portal into existing online sites
- Online payments will not be enabled without also purchasing the Merchant Services connector
- The client will be able to determine the level of online integration with their business processes, within existing product design
- Portal configuration will occur along with configuration of module case templates.
- Validation tasks will include distinct tasks to approve Portal set up
- Portal user security will be defined using existing product functionality
- Super Admin training will include information about options for the client to maintain / update portal configuration

Parcel Connector Setup

The parcel connector is an optional feature that is used to keep the parcel repository in SmartGov up to date. Parcel data that is typically maintained in a county assessor's system is used as the primary reference for modules in the SmartGov application. Parcel profile information, such as Parcel Number, Site Addresses, Current Owner, Legal Description, Section, Township, Range, Quarter, Subdivision, Block, Lot, and Neighborhood, is accommodated in standard data fields. Additional attribute data may also be stored in our custom detail area. Additionally, if the associated latitude and longitude data is available, those coordinates can be added to the parcel record to allow users to geographically locate information on the map.

Deliverables

Dude Solutions will provide the following task deliverables:

- A tested, working parcel connector along with a list of unresolvable errors to be addressed

Assumptions and Constraints

- Parcel Connector required fields supplied



Map (GIS) Connector Setup

The Map (GIS) connector allows for the display and viewing of a geographical map based on parcel data provided in SmartGov. The Map (GIS) connector will display layers on the SmartGov map based on the clients current Geo-database.

Deliverables

- Map layers configured and available for display on the SmartGov map
- Parcel layer registered in SmartGov for use with SmartGov popup
- Ability to turn layers on and off
- Training to configure layers going forward

Assumptions and Constraints

- Client will provide URL to ArcGIS REST Service with layers for SmartGov to consume and display on the map
- Layers are required to be hosted on an ESRI server
- Layers must be available via HTTPS
- Server must have valid security certificate issued by a digital certificate authority (not self-signed)
- Layer formats supported:
 - Map Services
 - Feature Services
 - Tiled Services
 - Web Map Service (WMS)

Financial Connector Setup

The receipt extract for the Financial Connector is a job process that allows SmartGov to export data in electronic file format that can then be imported into an external financial management system ("FMS"). The purpose of receipt extract is to automate the export process and allows users to update their preferred FMS with the selected receipt data generated in SmartGov. The extract is provided in a comma delimited file format that is run as an on-demand job within the SmartGov application. The file format and export settings are fully customizable depending on the needs of the client FMS. These export setting will be defined early on during the planning phase, so all stakeholders have a clear understanding on the type of data that needs to be included in the extract file.

Deliverables

- Financial Reports with summary and detail information processed in the system:
- Receipt detail
- Reconciliation Reports
- Financial reports for daily extract validation

Assumptions and Constraints

- Client will provide Financial Management System ("FMS") data access for extracts
- Client to provide list of data elements for the connector integration
- FMS data will be extracted into a .txt file for SmartGov consumption



- Extract jobs can be scheduled or run manually

Merchant Service Connector Setup

SmartGov's public portal can be configured to interface with 3rd party payment gateways to accept credit card transactions. SmartGov does not store any credit card information or other sensitive information relating to credit card transactions processed via the portal. Most payment gateway providers will transition the user from the SmartGov site to their own secure site in order to complete the transaction before redirecting the user back to SmartGov. This allows the payment gateway provider to maintain the secure information and pass only necessary information, such as a confirmation or transaction reports, to SmartGov.

The first step to implement the connector is for DSI to build the interface between SmartGov and the selected payment provider. If the provider is new, DSI will first need to build the technical backend process to enable electronic transactions to/from SmartGov. Once the initial backend setup is complete, SmartGov can be configured to process payments.

Each payment gateway provider has different sets of specifications that they require to be sent to their system to authenticate payment information. When DSI builds a connector to a payment gateway provider, a new option will become available in the Payment Vendor drop down menu on the Administration Portal Payment Configuration page. If a payment gateway provider does not have a connector to SmartGov, no option will be available in the drop down menu. The payment gateway provider should provide the necessary information to the Jurisdiction in order to complete the setup process. Administrators may be asked to provide additional URLs to SmartGov pages for navigation purposes.

Deliverables

- Configure the Merchant Service connector to process payments for client services and transactions processed in SmartGov
- Configure the 3rd party payment gateway to accept credit card transactions

Assumptions and Constraints

- SmartGov does not store any credit card information or other sensitive information relating to credit card transactions processed via the portal
- Merchant Services Gateway Payment Provider Partners include:
 - ACI Universal (Official Payments) – Integrated Level 1 Payment Process - Postback v2.4
 - Authorize.NET Service Integration method (SIM)
 - BridgePay
 - ETS Corporation – Hosted E-Com Payment Page Service v1.50<
 - First Data Global Gateway Connect v1.3
 - First Data Global Gateway E4
 - FISGlobal – PayDirect Web
 - GovPay
 - PACE Technology Engine
 - PayPal – Pay Flow Pro
 - Point & Pay – Parameter Passing v3.0
 - PayGov
 - Paymentus



- Reliant Pay
- TransFirst
- US Bank – E-Payment Service v12.1 (Elavon)
- Wells Fargo
- XpressBillPay

Digital Markup Tool Setup

Configuration to support electronic plan review utilizing Bluebeam Prime Studio.

Deliverables

- Enable the Bluebeam connector
- Configure selected permit types to allow electronic plan review
- Configure specified submittal requirements for the electronic plan review process
- Instruction on the configuration and use of the Bluebeam integration

Assumptions and Constraints

- Electronic plan review is only available in the Permitting module
- Only .PDF files are eligible for electronic plan review
- Training in the use of Bluebeam software will not be included
- Client is responsible for purchasing the necessary Bluebeam components as outlined below:
 1. A subscription to BlueBeam Studio Prime and;
 2. BlueBeam ReVu client software for each user. The following editions of the most current Bluebeam version are supported:
 - Standard
 - eXtreme
 - CAD

Laserfiche Setup

The Laserfiche connector provide an interface with the jurisdiction's document repository. SmartGov uses the Laserfiche CMIS compliant APIs to store copies of documents uploaded as attachments to SmartGov notes. Based on configuration SmartGov can also create notes and added references to documents loaded into their Laserfiche repository. This connector replaces the use of Amazon S3 as the storage location for documents.

Deliverables

- Implementation team will activate the external connector to Laserfiche to allow configuration
- Configuration instructions – Implementation engineer can assist
- Scripts to load basic templates into jurisdictions Laserfiche system
- Scripts to load field mappings into SmartGov system for basic templates

Assumptions and Constraints



- At least the Default template must be loaded and configured
- Server must have valid security certificate
- Customer must have subscription with Laserfiche for an in cloud or on premise installation of Laserfiche and client responsible for acquiring the subscription
- To configure Laserfiche in SmartGov the client must have:
 - CMIS Gateway must be installed and publicly available
 - Repository ID
 - Folder ID where documents from SmartGov will be stored
 - Username and password

Data Migration

Data Migration can be a complex process and demands that solid requirements are well defined in order to prepare for the data migration process. Many clients start out with "we want everything" migrated to SmartGov. However, experience has shown that once the requirements of data to be utilized in SmartGov have been reviewed, this often reduces the need for all information in legacy systems. Dude Solutions will help the client determine the real needs for data to be migrated from the legacy system to SmartGov. Decisions will be made jointly via a thorough analysis of the legacy system data and how or if the legacy data should be targeted to be migrated to SmartGov.

The consulting team will ask a series of questions, such as:

- What is the reason you want to migrate your data?
- What are your public data request requirements?
- What is the required retention period?
- What elements are required to meet the need? Once determined, this can expand or lessen the scope to include or eliminate other data points that need to be tracked moving forward
- Are legacy systems still available to extract data from?
- Do you need to report on this data?
- Do you need to be able to search for this data? What is the Search criteria? These questions will help us determine where to store data within SmartGov

The data migration process will include the following steps:

1. Define requirements
2. Map data elements
3. Extract data
4. Transform data
5. Load data
6. Perform data validation with client

7. Resolve data issues
8. Validate resolution
9. Obtain fresh copy of data
10. Add migrated data to configuration
11. Validate data and system configuration
12. Perform end to end testing
13. Perform final data migration
14. Move to Production/Training environments
15. Migration sign-off

Deliverables

- Dataset assessment and set priorities with client
- Evaluate data quality
- Work with client to cleanse data prior to extract
- Map data elements
- Determine migration pre-requisites and sequencing
- Define migration approach based on requirements definition
- Create and execute validation checklists
- Data migration will include permit year, permit type, permit #, permit status, applicant, and parcel/address for permits; and violation year, violation type, status, related comments, resident, and parcel/address for code enforcement.

Assumptions and Constraints

- Client will provide information related to:
 - Data Source
 - Database/Source Type (SQL Server, Access, Oracle, etc...)
 - Type of Data (tabular, documents, permits, financial, etc...)
 - Active data usage
 - Point of Contact who know the data structure and content usage
 - Provide data validation and testing resources

Standard Reports (70 Reports Included)

DSI will provide the client reports (reports and output documents) that includes 70 standard reports. Normal modifications to these reports to entail updating client specific information and logos not related to data output.

- Custom Reports: SmartGov comes with 70 standard reports and output documents. Using tools in SmartGov, client staff can add the client's logo and modify header and footer information.

Deliverables

- 70 standard reports
- Edits will be made to add client specific logo and information i.e. company name, address, phone

Assumption and Constraints

- Modification to standard reports will be related to Client branding and logos

Post Go-Live Support

DSI will provide the client with "Post Go-Live Support" which includes additional training, configuration support, reporting assistance, transaction based support, and work with the client on basic production related issues or questions for utilizing the system.

Deliverables

Provide production related post go-live support for 30 days after go-live date.

Assumptions and Constraints

- System configuration and all implementation tasks have been completed and client is using the SmartGov system in production

User Acceptance Testing "UAT"

DSI will work with the client to conduct User Acceptance Testing ("UAT") upon the completion of configuration and development tasks to confirm SmartGov functionality using the client's UAT Test scripts, developed by the client. The client will execute their test scripts and communicate the results of the test scenario as either pass or fail. DSI will review the UAT test log for issues and will assign these issues to the appropriate resource for resolution. DSI will have up to ten (10) days to correct any functional item that fails a test, or provide a mutually acceptable written explanation of when the failed item will be corrected. In the event a bug is identified, the bug issue will be assigned to the DSI Engineering Team for assessment. DSI Engineering will then provide an estimated time frame for resolution. The client has the right to conduct additional UAT Testing for items within project scope.

Deliverables

DSI will provide the following task deliverables

- SmartGov Validation environment ready for system User Acceptance Testing
- Review any discrepancies found by the client during UAT Testing

- Correct any functional item that fails a test within 10 days, or provide a mutually acceptable written explanation of when DSI will correct the failed item
- Identified software bugs will be addressed by DSI Engineering for assessment. DSI Engineering will then provide an estimated time frame for resolution
- Provide tools for documenting UAT test scripts in the UAT testing Plan and issue tracking log as needed, client may use their own UAT Testing Plan document if available

The client will provide the following resources or task deliverables

- Create a User Acceptance Test Plan with scenario based test scripts to include end-to-end system and client business process functionality, system workflow, system configuration, data migration, interfaces, reports, etc
- Execute UAT Testing Plan
- Track and document test results
- Written acceptance of System User Acceptance Testing complete via the DSI Deliverable Acceptance Form

Assumptions and Constraints

- The client will develop a UAT Test Plan
- The client will provide resources for User Acceptance Testing throughout the process
- The client will track and document test results in a mutually agreed format
- DSI will provide resources to address discrepancies

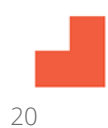
Upon successful completion of UAT Testing, Client will sign a DSI Deliverable Acceptance form, provided by the DSI Project Manager, to document their acceptance of UAT Testing and acknowledgement that UAT Testing has been completed successfully

Project Management / Engagement Management

The Project Manager's primary goal is to deliver the project within defined constraints through planning, scheduling, and controlling those activities required to achieve the project's objectives and meet customer expectations. The Project Manager strives to deliver on schedule, within budget, within scope, and at the desired performance level.

DSI assigns a professional Project Manager and/or a professional Engagement Manager for every consulting engagement. DSI's Project Management Office ("PMO") and Project Management Methodology provides Project Managers with a formal framework that is used in initiating, planning, managing (executing, monitoring, and controlling), and closing DSI's customer projects. DSI's Project Manager will have the primary responsibility for coordinating all activities for this SOW including scheduling resources, confirming project activities and that all project deliverable and defined activities are executed within the scope of this SOW. DSI's Project Manager will serve as the single point of contact for the project related to this SOW.

DSI's Project Management Methodology provides a defined set of phases and deliverables per Project Management Institute Best Practices which include a series of planning phase activities, including initial alignment meetings to prepare for the kickoff meeting to enable all project participants to understand the project scope, project plan, and objectives. The project kickoff meeting will allow all participants to be introduced, review and understand the delivery methodology, define team roles and responsibilities, review the



communications and risk management plans, review documentation templates, review the SOW and project schedule. The Executing phase allows DSI Project Managers to direct and manage project progress through task execution, distribute project related information per the Communications plan, Quality Assurance per the SOW guidelines, project team development and coaching, and checkpoint meetings to review project progress during each work week, and weekly status meetings. The Monitoring and Controlling phase provides the DSI PM with the toolset to manage the triple constraint triangle of scope, cost, and schedule through integrated change control, quality assurance, deliverable validation, risk monitoring and control, performance monitoring to plan and schedule, and initiating corrective action measures. In the Closing phase, the Project Manager will verify product and deliverable acceptance, perform final financial audits, lessons learned, project archive delivery and updates, and formal project completion acceptance from the customer.

Project Management activities include:

- Project planning and kickoff meetings
- Project schedule developed per SOW tasks, deliverables, and resource assignments
- Status reporting and status meeting
- Continuously communicating, planning, and scheduling updates
- Schedule and budget monitoring, and scope management
- Risk Management planning to continuously identify, analyze, and mitigate risks
- Action Item and decision tracking, as well as resolving and escalating issues
- Quality Control
- Change control management
- DSI project resource management
- Work product completion and deliverable acceptance management
- Project Completion Acceptance execution

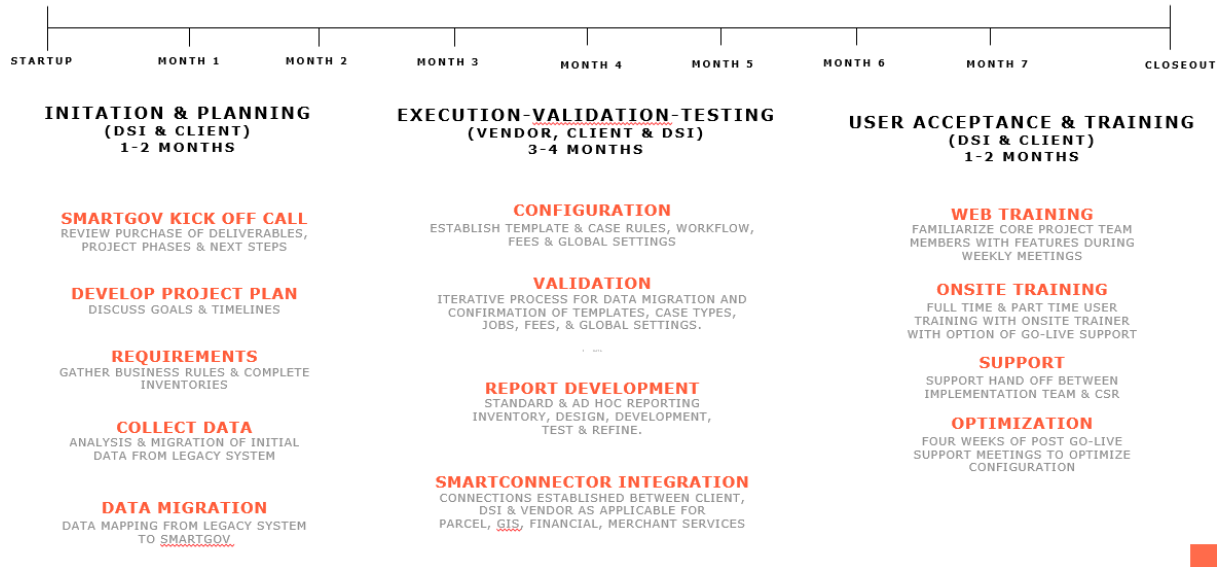
Project Timeline

DSI anticipates commencing this project on a mutually agreeable start date upon receipt of an executed SOW acceptance page ("Acceptance") found at the conclusion of this document. Within two weeks of the Orientation Call, the DSI Project Manager will schedule a mutually agreeable date and time for the project kick-off meeting. As a deliverable of the kick-off meeting, the DSI Project Manager will develop a project schedule to be shared with the clients' project manager for review and agreement. As a deliverable of the kick-off meeting, the DSI Project Manager will develop a project schedule to be shared with the clients' project manager for review and agreement.

The following generic process will be followed for the implementation of this project. Below is a depiction of the generic process the DSI Project Manager/Engagement Manager will follow for the implementation, DSI reserves the right to modify this process to reflect the scope of this project.



SMARTGOV High Level Process



Professional Services Invoicing / Billing

Invoicing Terms

DSI will generate project invoices when the above product codes are completed for the value of the product code as shown in the Investment table.

Travel Expenses

Travel expenses are inclusive in Dude Solutions pricing for your project.

DSI understands there are extenuating circumstances that require a change in scheduling. DSI will make every attempt to accommodate cancellation/rescheduling requests on an as-needed basis. Rescheduling requests will be subject to resource availability and every attempt will be made to meet requested timeframes and timelines, however, no guarantee can be made for requested dates or times. Client accepts that DSI will reschedule based upon our resources' next availability that meets the project duration requirement to complete the scope of work.

Cancellation Policy

Cancellation and Rescheduling requests will be managed per the below policy:

Cancellation/Rescheduling Fees: In the event that the Client requests to reschedule their onsite work date(s), Client must reschedule 14 days in advance of the scheduled onsite work. Any requests for rescheduling onsite work within the 14-day window prior to the scheduled onsite date, will require the Client to reimburse DSI the full cost of any **Cancellation Fees** and **Re-booking Fees** incurred.

Definitions:

- **Cancellation Fees:** Any actual fees incurred by DSI from its travel providers which are the result of the Client canceling work for scheduled date(s) which are not immediately rescheduled, including, but not limited to fees charged for airfare, train, rental car, and hotel.
- **Re-booking Fees:** Any change fees associated with changing travel arrangements to accommodate a rescheduled date requested by Client including, but not limited to, any difference in reasonable travel costs (airfare increase, hotel increase, rental car increase) incurred when re-booking for requested dates.
- **Force Majeure:** Client will not be held liable for Cancellation or Re-booking Fees incurred by DSI as a result of an act of God, such as an earthquake, hurricane, tornado, flooding, winter super storm, winter weather that shuts down a facility, or other natural disaster, or in the case of war, action of foreign enemies, terrorist activities, labor dispute or strike, government sanction, blockage, embargo, or failure of electrical service within a facility's power grid.

DSI Project Team Roles and Responsibilities

The roles listed below comprise the DSI team supporting this project. The team brings a wealth of experience and knowledge that will provide you with the highest caliber of expertise, thought leadership, and project management. *Due to the size and scope of the project, one person may play multiple roles, to be determined by DSI as appropriate.*

- **Senior Implementation Consultant:** The Senior Technical Consultant ("STC") will develop and deploy the solution and ensure that it meets the business requirements for the project. The STC's goal is to deliver a responsive system that complies with the functional specification. The STC defines, designs, and implements the features or products that meet the client's functional expectations.
- **Implementation Consultant:** The Implementation Consultants ("IS") primary role is to provide project implementation support by setting up a client's account, performing system configuration as defined in the scope of the project, creating/modifying templates as defined in the scope of the project, and creating or modifying standard or custom reports as defined in the scope of the project or requirements discovered during requirements gathering sessions.
- **Project Manager / Engagement Manager:** The Project Manager's ("Project Manager" or "PM") / Engagement Manager's ("Engagement Manager" or "EM") primary role is to deliver the project within the project's defined constraints through planning, scheduling, monitoring progress, controlling scope, and managing client expectations. The PM/EM manages the process to release the correct product on schedule and within budget.



Project Assumptions and Constraints

DSI has made the following general assumptions in this SOW to derive the estimated cost for this project. It is the responsibility of City Of Horizon City to validate these assumptions and responsibilities before signing the Acceptance. Deviations from these assumptions may impact DSI's ability to successfully complete the project and will be addressed via a CCA process, as appropriate. Any changes in scope, schedule, or costs will be documented via the CCA process, whether there is a cost impact or not. Zero dollar CCA's will be used as mutual agreement documentation for scope and schedule changes.

Project Assumptions

- Client business stakeholders must be available for onsite visits and working phone conversations.
- DSI resources will be onsite as planned and scheduled.
- Prerequisite data gathering, related to an orientation call or requirements gathering session onsite, must be completed prior to scheduled onsite or orientation call date in order to maximize onsite consulting time and resource productivity.
- DSI is not responsible for delays caused by missing data or other configuration information that is required to be available prior to the onsite visit. Having the requested data and configuration information available prior to the onsite visit may minimize delays so progress can be made quickly.
- Regarding requested enhancements or new feature development, the request will be fully documented and delivered to the DSI software engineering team for review for product inclusion, definition, development, prioritization, and sprint release development and confirmation.

General, Administrative, and Cost

- DSI must be in receipt of this SOW, signed by an authorized Client representative, prior to initiation of services including orientation calls or onsite visits.
- As applicable, designated deliverables must be approved in writing using the *DSI Deliverable Acceptance form*.
- Upon satisfactory completion of project, Client must provide project sign-off using the *DSI Project Completion Acceptance form*.
- DSI is not responsible for delays caused by Client, its contractors, or any third party vendors or third party service providers.
- All project documentation will be prepared in DSI standard format in Microsoft Word, Excel, PowerPoint, Project, Visio, and/or PDF.
- This document could include technical inaccuracies and/or typographical errors.



- **Any request** by City Of Horizon City to modify the scope of work, schedule, or costs will require preparation of a CCA form detailing the work to be performed, as well as the associated costs. Additional work will be performed only after both parties have duly executed the CCA. Scope of work changes will impact the project schedule which will be updated to reflect such changes upon CCA approval.
- All on-site work will be conducted at Client's physical location. As required, appropriate Client personnel will be made available either at that location or via alternate means (e.g., conference call) for in-person meetings, tours, and ad-hoc meetings with appropriate personnel for additional fact finding, data gathering, and reiteration demos.

Client's Support

- Client will provide the needed input, resources, and documentation to support the tasks contained herein.
- Client will assign a project manager/leader to coordinate activities, reviews, and the collection of information in support of this project and to act as a point of contact.
- Client team members will be identified and be part of the decision-making process as it relates to changes in process, applications, technology, etc.
- Client will provide assistance in the development of functional requirements and will confirm those requirements meet the project's overall business objective.
- Client business and technical staff must be available for team workshops, requirements gathering, data gathering, and/or consulting sessions.
- Client will be responsible for scheduling and coordinating all meetings and interviews involving other teams, departments, jurisdictions, management teams, or other necessary resources required for the success of this project.
- Client will provide access to resources in a manner consistent with the proposed schedule and provide suitable designees in the absence of required resources.
- Client will provide adequate working facilities (i.e., desk, computer, telephone, contractor identification, access badge, parking pass, etc.) for DSI to perform any portion of this project that must be conducted at Client's facility and access to all applicable software, databases, tools, and systems at their facilities.
- Client will ensure that the consultant(s) are granted access to the facilities and/or systems required to conduct the necessary work defined in this SOW.
- Client will provide a knowledgeable Escort for data gathering, requirements gathering, tours, and access to restricted personnel as necessary.
- A minimum of 24-hour notice if all minimum required members for any scheduled meeting cannot attend the meeting. This will allow the meeting coordinator sufficient time to cancel or re-schedule the meeting.



- Advance notice if there is to be any additional incurred travel expenses above and beyond the contract. DSI will confirm approval of all travel dates and expenses in email from the appropriate project sponsors prior to being on site.

Client Engagement Responsibilities

The below table demonstrates the anticipated client engagement responsibilities and level of effort involvement to ensure the success of the project.

Role	Time (% FTE)	Responsibilities
Implementation Project Lead	30-40%	<ul style="list-style-type: none"> • Serve as primary Person of Contact • Work with Dude PM to plan and schedule client resources • Manage the scope of the paid services in SOW • Coordinate Client staff assignments • Manage Client activities to meet schedule commitments • Mitigate all implementation risks • Define requirement/layouts of reports purchased • Identify requirements for any connectors purchased • Sign-off on completion of all implementation services delivered
Subject Matter Experts (Multiple)	40-60%	<ul style="list-style-type: none"> • Attend Implementation/configuration meetings • Define and provide input into configuration • Attend User Acceptance and validation Training • Validate data and configuration • Develop UAT Test Scripts
IT Lead	5-10%	<ul style="list-style-type: none"> • Manage infrastructure changes to support SmartGov • Provide the data to be migrated from systems • Mitigate any technical issues • Coordinate technical assignments required to implement • SMARTConnectors, including GIS and parcel data

Data Validator / UAT Testing	20-30%	<ul style="list-style-type: none"> • Validate all data migrated • Comprehend the data in the prior system and how it translates to Community Development • Verify the data that was validated • Participate in UAT Testing, execute test scripts and provide feedback
System Administrator	10-15%	<ul style="list-style-type: none"> • Manage SmartGov Configuration • Create user accounts • Handle user access/privileges • Reset passwords • Supervise organization information changes • Regulate system values • Customize attributes • Generate ad hoc reports • Support internal usage of SmartGov
Training Coordinator	10%	<ul style="list-style-type: none"> • Manage data within SmartGov, specifically: • Accreditations • Task lists • Training Tracks • Assessments • Training Items • Training Location (conference room, off-site, etc.)
User	Case-by-Case	<ul style="list-style-type: none"> • Participate in SmartGov training • Participate in UAT Testing, execute Test Scripts

Change Control Authorization Process

In order to maintain a positive relationship with our clients and to complete all services and deliverables of a project on a timely basis, all facets of the project must be agreed upon, and any changes to the project must be requested and evaluated for impacts. Change control is an essential mechanism to monitor and document all project changes and deviations from the original scope and objectives of the project. All project changes must be requested via the project CCA process. The basic steps for a change are:

- The client team or DSI team discovers a need to change the project.
- The authorized client project manager or DSI Project Manager is notified and a CCA is initiated.

- The written project change request is reviewed by all necessary parties and either accepted or rejected.
- If rejected, the change request is maintained in the project file for reference purposes.
- If the written change request is accepted, then:
 - All necessary signatures are recorded on the change request
 - All affected documentation is revised to reflect the change(s)
 - Any adjustments to schedule, scope, and/or cost are made to the overall project plan
 - Signatures are required for all change requests
- Copies of the official approved and signed CCA are forwarded to the customer project manager and DSI Project Manager for the documentation archive. DSI will forward a copy to the Project Accounting Team in the office to update the project information and budget (if necessary).

Change Control Authorizations Process Steps

Step	Type	Description
1	Request	A request is made for a change to the agreed upon scope baseline. The request may be internally or externally generated, must be formally written and communicated to the project manager, and may have been prompted by any number of reasons or events.
2	Evaluate	The project manager facilitates an evaluation to confirm that the requested change is in fact a change to the agreed upon scope baseline. If so, the project manager implements the request as described below.
3	Assess	If the request is in fact a change to the scope baseline, the project manager assesses the impact on project schedule, budget and work products, using a similar approach as the original project planning process, utilizing team member expertise as needed.
4	Document	The project manager documents the project impact and other critical information in a CCA form. A summary of the change is recorded in a change order log. This log is required, and is a very useful tracking tool, and is included in the project status report.
5	Decide	The change order is presented to the project's governing authority, typically a steering committee, stakeholder's, or equivalent. In some cases, the project may have a separate change management board to process change requests. The governing authority decides whether or not to implement the change, and obtains approval for any needed additional resources (if it does not itself have the authority to authorize resource changes).

6	Incorporate	The project manager incorporates changes into the project's scope baseline in the form of such artifacts as contracts, statements of work, project plans, requirements and design documents per the approved CCA document.
7	Implement	The project team implements the changes.



Proposal terms

- Proposal has been prepared for City Of Horizon City ("Subscriber")
- Proposal expires in sixty (60) days
- Initial Term: 10 months

Order Form terms

- This Order Form and its Services are governed by the terms of the Dude Solutions, Inc. Subscription Agreement found at <https://www.dudesolutions.com/terms> (<https://www.dudesolutions.com/terms>) ("Terms"), unless Subscriber has a separate written agreement executed by Dude Solutions, Inc. ("DSI") for the Services, in which case the separate written agreement will govern. Acceptance is expressly limited to these Terms. Any additional or different terms proposed by Subscriber (including, without limitation, any terms contained in any Subscriber purchase order) are objected to and rejected and will be deemed a material alteration hereof.
- Acceptance of this Order Form on behalf of a company or legal entity represents that you have authority to bind such entity and its affiliates to the order, terms and conditions herein. If you do not have such authority, or you do not agree with the Terms set forth herein, you must not accept this Order Form and may not use the Service.
- The Effective Date of the Agreement between Subscriber and DSI is the date Subscriber accepts this Order Form.

Additional information

- DSI fees do not include any taxes, levies, duties, or similar government assessments for which Subscriber may be responsible. Tax exemption certifications can be sent to accountsreceivable@dudesolutions.com (<mailto:accountsreceivable@dudesolutions.com>).
- Billing frequency other than annual is subject to additional processing fees.
- Please reference Q-196265 on any applicable purchase order; address purchase order to: Dude Solutions, 11000 Regency Parkway, Suite 110, Cary, NC 27518
- Dude Solutions, Inc. maintains the necessary liability coverage for its products and professional services. Proof of insurance can be provided upon request.





Signature

Presented to:

Q-196265

August 24, 2020, 12:49:16 PM

Accepted by:

Printed Name

Signed Name

Title

Date





**TOWN OF HORIZON CITY
MEMORANDUM**

Date: November 6, 2020
To: Honorable Mayor and Members of City Council
From: Michelle Padilla, Planning Director
SUBJECT: On a Specific Use Permit application (SUP#002450-2020) request to allow a self-storage facility on a property zoned C-1 (Commercial) located at 500 Horizon Mesa Dr., Horizon City, Texas, 79928 and legally described as Lot 1, Block 2, Horizon Mesa Commercial Unit Two, Horizon City, El Paso County, Texas. 8 acres approximately. Application submitted by Riverbend Development LLC.

On October 19, 2020, the Planning and Zoning Commission voted 5-1 to recommend that the City Council approve a Specific Use Permit to allow for a self-storage facility to be located at 500 Horizon Mesa Drive. The C-1 zone that the property currently maintains does not specifically allow for the proposed use. However, Section 603.4- Prohibited Uses of Chapter 14 in the Zoning Ordinance (Exhibit A of Chapter 14 Zoning) in the Municipal Code prohibits all uses other than permitted uses and permitted accessory uses **unless presented to and approved by the City Council as a Specific Use Permit (SUP).**

Staff received one email in opposition of the request ahead of the Planning and Zoning Commission and although the neighbor was provided with the public meeting information, he did participate in the virtual meeting. His email is included in the attached staff report.



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

Case #: SUP002450-2020
Application Type: Specific Use Permit (SUP)
P&Z Hearing Date: October 19, 2020
Staff Contact: Michelle Padilla
915-852-1046 ext.105; mpadilla@horizoncity.org

Address/Location: 500 Horizon Mesa Blvd., Horizon City, TX. 79928
Legal Description: Lot 1, Block 2, Horizon Mesa Commercial Unit 2

Acreage: Approximately 7.9 ± acres
Existing Use: Vacant Lot
Existing Zoning: C-1 (Commercial)
Request: Specific Use Permit to allow for a self-storage facility; a use not listed in the Municipal Code.
Owner: Hunt Communities Development Co II LLC
Applicant: Riverbend Development Company LLC

Surrounding Zoning and Land Use:

North: R-9 – (Residential for Single Family Homes)
South: C-2 and C-1 (Commercial)
East: C-1 – (Commercial)
West: El Paso County Jurisdiction

Current Land Use Designation: Commercial- Centers on Market
Nearest Park: Horizon Mesa Subdivision Park
Nearest School: Horizon Middle School (C.I.S.D)

Application Description:

The applicant is requesting a Specific Use Permit to allow for a self-storage facility; a use not specifically listed in the zoning municipal code of ordinances. Section 603.4-Prohibited Uses of Chapter 14 in the Zoning Ordinance (Exhibit A of Chapter 14 Zoning) in the Municipal Code prohibits all uses other than permitted uses and permitted accessory uses unless presented to and approved by the City Council as a Specific Use Permit (SUP).

The applicant is proposing to develop a portion of the 7.9-acre lot to allow for drive-up storage units and enclosed units within the main building. The site allows for the future expansion of additional units. If the SUP is approved, the developer will need to submit for all applicable permits and ensure that the site and structures comply with all standards, to include zoning regulations.

Notice:

In accordance with Section 211.007 of the Texas Local Government Code, notices of the October 19, 2020 public hearing were sent to those property owners within 200 feet of the subject property on October 2, 2020. Any responses received by staff, will be presented to the Commission and Planning and Zoning meeting.

On October 7, 2020, staff received an email from a neighboring resident that is in opposition of the self-storage facility. It is attached for reference.

Staff Recommendation:

Staff recommends **APPROVAL** of the request for a *Specific Use Permit* for the self-storage facility on the subject property.

Shaping the Horizon: 2030 – Future Land Use Map Designation:

The Future Land Use Map designates this area as commercial and centers on market use. This land use classification includes all retail, offices, business, personal and professional services, restaurants, banks and financial institutions, doctor, dentist and other medical offices, and related accessory and ancillary uses.

Options available to the Planning and Zoning Commission:

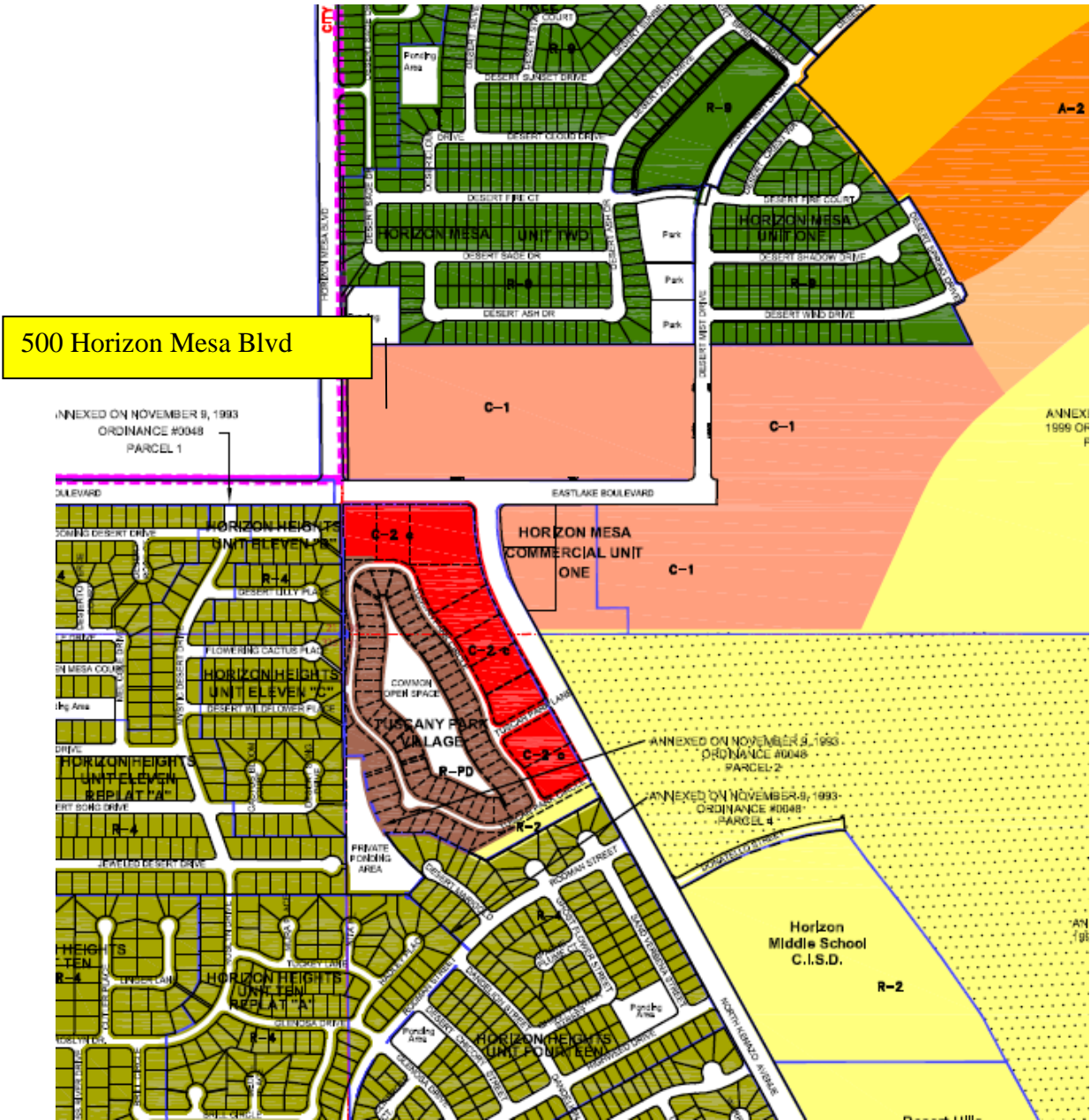
The Planning and Zoning Commission may consider the following options and additional requirements that it identifies when reviewing this specific use permit application:

1. Recommend approval of the request for Specific Use Permit in a C-1 (Commercial) Zoning District as stated.
2. Recommend approval of the request for Specific Use Permit in a C-1 (Commercial) Zoning District as stated, including any restrictions or modifications to bring the Specific Use Permit into conformance with the Zoning Regulations in the Municipal Code and the Shaping Our Horizon: 2030 A Comprehensive and Strategic Plan.
3. Recommend denial of the Applicant’s request for Specific Use Permit finding that it is not in conformance with the Zoning Regulations in the Municipal Code and/or the Shaping Our Horizon: 2030 A Comprehensive and Strategic Plan

Attachments:

- 1-Zoning Map**
- 2-Application**
- 3- Letter from Applicant**
- 4-Depictions-Site Plans**
- 5-Survey**
- 6- Correspondence from Neighboring Property Owners**

Attachment 1: Zoning Map



Attachment 2: Application

DocuSign Envelope ID: 7C078B0B-3043-4C3C-863F-840E9A8C32EF



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

SPECIFIC USE PERMIT APPLICATION

1. Owner of Record: Hunt Communities Development Co II LLC
4401 N. Mesa, El Pas Texas 79902 915.298.0418 jose.lares@huntcompanies.com
(ADDRESS) (ZIP) (PHONE) (EMAIL)

2. Applicant: Riverbend Development Company LLC Is applicant also the Owner? Yes No
 Contact Person: Will S. Harvey Is applicant also the Contractor? Yes No
P.O. Box 12730, El Paso TX 79913 915.584.8242 will@rbdevco.com
(ADDRESS) (ZIP) (PHONE) (EMAIL)

3. Contractor: Kere Inc.
7307 Remcon Cir, El Paso, TX 79912 915.585.3355 rob@kereinc.com
(ADDRESS) (ZIP) (PHONE) (EMAIL)

4. Site Address/Location: 8 Acres on Horizon Mesa Blvd, approximately 500' N of Eastlake Blvd.
 Legal Description: 1 2 Horizon Mesa Commercial Unit 2
(Lot) (Block) (Subdivision Name)
 If the legal description of the complete tracts or if plat is not available, the required Metes & Bounds Description with a survey map is attached? Yes No

5. Briefly explain why you request a Specific Use Permit? Self Storage Is prohibited per code, requesting an SUP per 604.5

6. Land's Present Use: None Zone: Commercial
 Land Vacant Lot size 8 Acres Structure Structure's size _____ Last known date the structure was occupied? _____
 Land's Proposed Use: Self Storage Facility and Mgr. Apt. Proposed Zone Use _____
 Will you be making any improvements to the existing lot or structure? Yes No This request includes Site Improvements for approval? Yes No

Schedule appointment with Building Official

Building Official Findings & Pre Licensing Consultation for Non-Conforming Use & Site Improvements

7. Non-Conforming use of a lot, uses, land & structures, uses of structures, premises & characteristics of use or site improvements, necessitates that the applicant and/or contractor consult with the Town's Building Official on the proposed project & Business to discuss any requirements for this request.

A field inspection on (date) _____ determined the lot is: Not Applicable Legal Non-Conforming Non-Conforming and Requires the following: _____

 Building Official Signature Date

NOTICE: Applicant is responsible for all expenses incurred by the City in connection with the Specific Use Permit 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 _____

8. Signatures:
 Signed by: Jose Lares Joe Lares for Hunt Communities Development Co II LLC
(OWNER'S SIGNATURE) (OWNER'S PRINTED NAME)
 Signed by: Will Harvey Will S. Harvey for Riverbend Development LLC
(APPLICANT'S SIGNATURE) (APPLICANT'S PRINTED NAME)

FEES:	
EL PASO TIMES PUBLISHING FEE	APPROXIMATELY \$250
ENGINEER FEES	\$60 PER EACH 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 SUP application.

Attachment 3- Letter from Applicant



To: The Town of Horizon Planning and Zoning Commission
From: Will S. Harvey.
Date: September 2, 2020

RE: Lot 1 Commercial Unit 2, El Paso County Texas, 8 Acre parcel on Horizon Mesa N. of Eastlake

Dear members of the Planning and Zoning Commission:

The purpose of this request for a special use permit is to obtain the ability a build a self-storage facility on the abovementioned land. Currently the Town's zoning ordinances do not allow for self-storage in commercial zoning.

We believe the facility we will build will conform with the spirit of the current zoning laws and that self-storage should be approved on the site. Additionally, we believe this use will serve as a good buffer between the adjacent neighborhood and the remaining commercial zoned land because:

1. It allows for more secure controlled access to the area behind the adjacent homes (opposed to an alleyway typically found behind a commercial project).
2. It will have very low traffic compared to typical commercial uses.
3. We are a local company that that has a good history of maintaining and managing projects in a first-class manner.

We look forward to answering any question you may have at the next commission hearing.

Thank you,

A handwritten signature in blue ink, appearing to read "L. Harvey", with a stylized flourish at the end.

Will S. Harvey
Riverbend Development LLC

4798 Doniphan, Suite A • P. O. Box 12730 • El Paso, Texas 79913 • (915) 584-8242 • FAX (915) 613-2548

MGHorizon.P&Zltr.9.2.20

Attachment 4 – Depictions









Attachment 6- Opposition Email Rec'd

Elizabeth Luna

From: Felix CASTAÑON <felix.castanon@essilorusa.com>
Sent: Wednesday, October 7, 2020 2:45 PM
To: Elizabeth Luna
Subject: 500 Horizon Mesa Dr., Horizon City, Tx. 79928

Hi Elizabeth, I would like to voice my concerns with the proposed permit request of a storage facility. My wife and I are against the permit, because we feel this will devalue our property. I am also concerned with what will be stored, and what will be parked on the property. This property is very close to my home and I would not feel safe having it in my backyard. This will also create an eyesore. I do not understand why the City Of Horizon would encourage two Self Storage Facilities to operate across the street from each other. This would only happen in Rural areas. I want it noted that I am totally against this Permit. I would like information on attending the virtual meeting.

Thank you.

Respectfully,
Felix Castanon



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: November 6, 2020

To: Honorable Mayor and Members of City Council

From: Michelle Padilla, Planning Director

SUBJECT: On a Specific Use Permit application (SUP#002451-2020) request to allow for a service station/mechanic shop, a C-2 (Commercial) use in an M-1 (Industrial) zone, at a property located at 441 S. Darrington Rd. Horizon City, Texas, 79928, legally described 2 Horizon Industrial Park RPL #1, PT of 8 BEG 273.55 FT S of NEC (127.76' ON ST - 400' ON S - 127.76' ON W - 400' ON N) (1.17 AC). Application submitted by Adame Property Investments.

On October 19, 2020, the Planning and Zoning Commission voted unanimously to recommend that the City Council approve a Specific Use Permit to allow for a service station/mechanic shop to be located at 441 S. Darrington Road. The M-1 zone that the property currently maintains does not specifically allow for the proposed use as it is considered a Commercial use in accordance with the City's Code. However, Section 703.2.H of Chapter 14 in the Zoning Ordinance (Exhibit A of Chapter 14 Zoning) permits for all uses listed for C-2 to operate within an M-1 zone by a Specific Use Permit.

The staff report that was presented to the Planning and Zoning Commission is attached for reference.



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

Case No.: SUP-002451-2020
Application Type: **Specific Use Permit (SUP)**
P&Z Hearing Date: October 19, 2020
Staff Contact: Michelle Padilla, Planning Director
915-852-1046 ext.105; mpadilla@horizoncity.org

Address/Location: 441 S. Darrington, Horizon City, TX 79928
Legal Description: 2 HORIZON INDUSTRIAL PARK RPL #1 PT OF 8 BEG 273.55 FT S OF
NEC (127.76' ON ST - 400' ON S - 127.76' ON W - 400' ON N)
Acreage: Approximately 1.17 acres ±
Existing Use: Warehouse
Existing Zoning: M-1 (Light Industrial)
Request: SUP request is for a C-2 use in an M-1 zone allowing for a mechanic
shop
Owner: Adame Property Investments LLC
Applicant: Hector Adame

Surrounding Zoning and Land Use:

North: M-1(Industrial) - Industrial Development
South: M-1(Industrial) - Industrial Development
East: M-1(Industrial) - Industrial Development
West: M-1(Industrial) - Industrial Development

Future Land Use Designation: Central Industrial Park District
Nearest Park: Golden Eagle Park
Nearest School: Frank Macias Elementary School

Application Description:

The owner/applicant is proposing to lease a portion of the warehouse for a mechanic shop/service station.

The use as proposed is considered a commercial use in the City's Municipal Code's Zoning Ordinance (Section 604.2 F). As a result, the applicant is requesting a Specific Use Permit to allow for C-2 (Commercial) use on a property that is zoned M-1 (Industrial).

Notice:

In accordance with Section 211.007 of the Texas Local Government Code, notices of the October 19, 2020 public hearing were mailed to those property owners within 200 feet of the subject property and notice of the City Council public hearing will also publish in the newspaper. Any responses received by staff, will be presented to the Commission at the meeting.

Staff Recommendation:

Staff recommends *pending* of the request for a Specific Use Permit for the proposed office spaces to be used as C-2, commercial in the M-1 zone. Section 703.2.H permits for all uses listed for C-2 to operate within an M-1 zone by an SUP only.

Planning Comments:

The site shall comply with all applicable standards and requirements.

Staff has requested a site plan to provide the necessary site information and it will be submitted after the posting of this agenda. Staff’s recommendation will be presented at the Planning and Zoning Commission.

Town Engineer Comments:

None required at this time.

Vision 2030 – Future Land Use Map Designation:

The Future Land Use Map designates this area as Central Industrial Park District. This area expresses aspirations for a blend between Light Industrial and Heavy Commercial.

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 Specific Use Permit application:

1. Recommend approval of the request for Specific Use Permit in an M-1 Zoning District as stated.
2. Recommend approval of the request for Specific Use Permit in an M-1 Zoning District as stated, including any modifications to bring the Specific Use Permit into conformance with the Zoning Ordinance and the Vision 2030: Comprehensive and Strategic Plan.
3. Recommend denial of the Applicant’s request for Specific Use Permit finding that it is not in conformance with the Zoning Ordinance and/or the Vision 2020: Comprehensive and Strategic Plan.

Attachments:

1 - Zoning Designation

2 - Aerial

3 - Application

4 – Letters

Attachment 1: Zoning Designation



Attachment 2: Aerial



Attachment 3- Application

SUP 102451-2020



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

SPECIFIC USE PERMIT APPLICATION

1. Property Owner of Record: Adame Property Investments
3117 Crazy Horse 79936 (915) 474-3814 hectoradamejr@gmail.com
(ADDRESS) (ZIP) (PHONE) (EMAIL)

2. Applicant: Adame Property Investments Is applicant also the Owner? Yes No
 Contact Person: Hector Adame Is applicant also the Contractor? Yes No

3117 Crazy Horse 79936 (915) 474-3814 hectoradamejr@gmail.com
(ADDRESS) (ZIP) (PHONE) (EMAIL)

3. Contractor _____
(ADDRESS) (ZIP) (PHONE) (EMAIL)

4. Site Address/Location: 441 S. Darrington
 Legal Description: _____ Horizon Industrial Park
(Lot) (Block) (Subdivision Name)

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

5. Briefly explain why you request a Specific Use Permit? leasing to tenant

6. Land's Presents Use: storage/warehouse facility Zone industrial
 Land Vacant Lot size _____ Structure Structure's size 1,700sf Last known date the structure was occupied? _____

Land's Proposed Use: Mechanic Shop Proposed Zone Use commercial
 Will you be making any improvements to the existing lot or structure? Yes No This request includes Site Improvements for approval? Yes No

Building Official Findings & Pre Licensing Consultation for Non-Conforming Use & Site Improvements

7. Non-Conforming use of a lot, uses, land & structures, uses of structures, premises & characteristics of use or site improvements, necessitates that the applicant and/or contractor consult with the Town's Building Official on the proposed project & Business to discuss any requirements for this request.

A field inspection on (date) _____ determined the lot is: Not Applicable Legal Non-Conforming Non-Conforming and Requires the following: _____

 Building Official Signature Date

NOTICE: Applicant is responsible for all expenses incurred by the City in connection with the Specific Use Permit 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 H/AJ

8. Signatures: _____
(OWNER'S SIGNATURE)

Hector Adame Jr
(OWNER'S PRINTED NAME)

(APPLICANT'S SIGNATURE)

(APPLICANT'S PRINTED NAME)

FEES:

EL PASO TIMES PUBLISHING FEE	APPROXIMATELY \$280
ENGINEER FEES	\$60 PER EACH 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 SUP application.

Revised 04May2020

Attachment 4: Letters

September 24,2020

Re: GEO ID H78900000200110

Prop ID:244953


Legal Description: 2 Horizon Industrial Park RPL#1 PT
8 BEG 273.55 FT S OF NEX (127.76' ON ST
400' ON S -127.76' - 400' ON N)(1.17 AC)

Address: 441 S Darrington Rd Horizon City, Tx

To Whom It May Concern:

This letter is to request a specific use permit on my property located at 441 S. Darrington Rd Horizon City, Tx. We are currently zoned as industrial and would like to be able to use it for commercial use. I have an interested tenant who would like to be able to conduct business out of this location and use it for a mechanic shop. No additional upgrades will be done to the current existing structure and therefore are not submitting any plans for the location. Should you have any questions please feel free to contact me directly at (915)474-3814.

Thank you for your consideration,



Hector Adame Jr – Owner
Adame Property Investments

Horizon City Distribution Request for Funding

El Pasoans Fighting Hunger is requesting financial assistance to provide increased staffing at the distribution site at Holy Spirit Catholic Church, located at 14600 Horizon Boulevard. We are currently providing a mobile distribution in the church parking lot from Monday through Friday, 8am to 12pm. We will continue this distribution and see an opportunity to increase the number of people served at the location.

Families receive approximately 80 pounds of food at each distribution, which includes a mix of perishable and non-perishable items. Although the items distributed can vary from day to day, we provide grains, dairy, protein and fresh fruits and vegetables to ensure clients have the food they need for the week.

This site has been running with between four and six Shift Smart employees. These employees assist with distributing the food and conducting intake for the clients. On average we serve 380 families each day over the four hours of the distribution. Increasing the number of Shift Smart employees to 15 will allow us to increase the number of families served at the Holy Spirit location. The additional employees allow us to get clients through the line more quickly. We anticipate being able to serve approximately 600-700 families with an increase in staffing.

Staff are scheduled from 7:30 to 12:30 Monday through Friday to allow for set up and clean up.

Proposed:

15 Shift Smart staff at 5 hours per day and \$10/hour

Assuming 35 distributions through December 31, 2020:

\$26,250

ITEM #17

EQUIPMENT ORDERED/RECEIVED

- Touch-free Hand Sanitizer Stations
- Ionizers
- PPE (Personal Protective Equipment)

COMMUNITY PARTNERSHIPS

- Pete Duarte Headstart
- El Pasoans Fighting Hunger
- Rent Assistance
- Childcare Assistance
- Broadband Internet Connectivity

COVID 19 TESTING

- La Familia
- UMC

Armando Bustillos

From: VERONICA DOMINGUEZ <VDOMINGUEZ@ESC19HS.NET>
Sent: Monday, November 2, 2020 1:26 PM
To: Armando Bustillos
Subject: Assistance to the Pete Duarte Head Start Program

Good Afternoon Armando Bustillos:

As per our conversation this past Friday, I am sending you the list of items that your organization can assist us with in order to provide these items to our Low Income Families. As I mentioned to you, these items can't be bought with Head Start funds but some families have expressed the need of these items.

1. Space Heaters
2. Disinfecting items such as wipes, sprays, pine sol, etc.
3. Items for personal use, hygiene.

Please let me know if your funds can sponsor some of these items or if you have any questions. In the event that I am not be available in an occasion you can also ask for Ana Rodriguez, Assistant Manager and she can also assist you. Thank you so much and have a great day.

Veronica Dominguez
Center Manager- Pete Duarte Head Start
915.791.4854 | www.esc19hs.net



This message and its contents are confidential. If you received this message in error, do not use or rely upon it. Instead, please inform the sender and then delete it. Thank you.

EMERGENCY ORDINANCE NO. 8

CONTINUING THE DECLARATION OF EMERGENCY AND RE-ENACTING THE EMERGENCY ORDINANCE INSTITUTING EMERGENCY MEASURES DUE TO A PUBLIC HEALTH EMERGENCY; SEVERABILITY CLAUSE; PENALTY AS PROVIDED HEREIN

WHEREAS, on March 13, 2020, the Governor of the State of Texas declared state of disaster and the President of the United States of America declared a national emergency in relation to COVID-19; and

WHEREAS, Chapter 418 of the Government Code governs Emergency Management at state and local levels, and Chapters 121 and 122 of the Texas Health and Safety Code, establishes the powers and authority of local regulation of public health; and

WHEREAS, by order issued on March 13, 2020 the County Judge of the County of El Paso has declared a county state of disaster for El Paso County, Texas; and

WHEREAS, by proclamation issued on March 16, 2020, the Mayor declared a local state of disaster for the Town of Horizon City resulting from a public health emergency; and

WHEREAS, on March 19, 2020, April 14, 2020, May 12, 2020, June 9, 2020, July 14, 2020, August 11, 2020, and October 13, 2020 the City Council of the Town of Horizon City renewed, extended and continued the Mayor's declaration of disaster for thirty days, in accordance with Section 418.108 of the Texas Government Code; and

WHEREAS, on March 19, 2020, the City Council adopted an Emergency Order instituting Emergency Measures due to a Public Health Emergency and extended such ordinance by Emergency Ordinance No. 2 on April 14, 2020, Emergency Ordinance No. 3 on May 12, 2020, Emergency Ordinance No. 4 on June 9, 2020, Emergency Ordinance No. 5 on July 14, 2020, Emergency Ordinance No. 6 on August 11, 2020 and Emergency Ordinance No. 7 on October 13, 2020; and

WHEREAS, the Texas Governor continues his emergency declaration, and continues to issue emergency orders to address those certain services to be reopened on such reopening date stated in each order, and to provide guidance for each category of reopened services and urge people and governmental entities to take actions necessary to reopen the economy while slowing the spread of COVID-19;

WHEREAS, the number of COVID-19 cases in Horizon City and in the adjacent El Paso County areas continues to rise based on the evidence provided by the local health authority, the El Paso County Judge continues and has amended his orders regarding the movement of people, which pursuant to Texas Government Code Section 418.108(h)(i) are effective in incorporated (and unincorporated) areas of the county, including the Town of Horizon City; and

WHEREAS, the Town of Horizon City is a home rule municipality and under City Charter Section 3.17 allows for the City Council to adopt an emergency ordinance to meet a public emergency affecting, life, health, property or the public peace; and

WHEREAS, the state of disaster requires that certain emergency measures be taken pursuant to the Executive Order of the Governor Relating to Emergency Management; therefore, the declaration of disaster continued on March 19, 2020 and extended on April 14, 2020, May 12, 2020 and June 9, 2020, and the regulations adopted by Emergency Ordinance of the City Council on March 19, 2020 as amended by Emergency Ordinance No. 2 on April 14, 2020, Emergency Order No. 3 on May 12, 2020, Emergency Order No. 4 on June 9, 2020, Emergency Ordinance No. 5 on July 14, 2020, Emergency Ordinance No. 6 on August 11, 2020, and Emergency Ordinance No. 7 on October 13, 2020 shall be continued and shall remain in effect until the state of disaster is terminated.

BE IT ORDAINED BY THE CITY COUNCIL OF THE TOWN OF HORIZON CITY, TEXAS THAT:

1. The state of disaster proclaimed for the Town of Horizon City by the Mayor on March 16, 2020 and extended by Resolution of the Council on March 19, 2020, April 14, 2020, May 12, 2020, June 9, 2020, July 14, 2020, August 11, 2020; and October 13, 2020 is hereby continued for thirty (30) days unless reenacted by the City Council or until terminated by the City Council.

2. The rules and regulations adopted by the City Council by Emergency Ordinance on March 19, 2020 as amended by Emergency Ordinance No. 2 on April 14, 2020, Emergency Order No. 3 on May 12, 2020, Emergency Ordinance No. 4 on June 9, 2020, Emergency Ordinance No. 5 on July 14, 2020, Emergency Ordinance No. 6 on August 11, 2020 and Emergency Ordinance No. 7 on October 13, 2020 shall continue to be in full force and effect for thirty (30) days or until such emergency is terminated.

3. With regard to Section 5, MOVEMENT OF PEOPLE AND OCCUPANCY OF PREMISES of the March 19 Emergency Ordinance, the City Council acknowledges that under Texas Government Code Section 418.108(h), the County Judge has the authority to issue orders regarding Movement of People within any incorporated or unincorporated area of the County. The provisions of this Section 5, Movement of People and Occupancy of Premises shall be modified or superseded by any Order of the County Judge during the term of this Ordinance with regard to the judge's authority under Section 418108(h), and the terms and conditions of such order shall be hereby incorporated into this Ordinance by reference.

In the event of any conflict between the order of the County Judge and the Town Mayor, the order of the County Judge shall prevail, pursuant to Section 418.108(h)(2) of the Texas Government Code.

4. ENFORCEMENT

Pursuant to Texas Government Code Section 418.173(b), it is an offense for an individual to violate a condition or restriction of any Order issued by the Governor of the State of Texas, the El Paso County Judge or any Ordinance adopted by the City Council of the Town of Horizon City and during a public health crisis/disaster. Said offense shall be a Class C Misdemeanor punishable by fine not to exceed \$500. No civil or criminal penalty shall be issued for failure to wear a face covering.

Any peace officer is hereby authorized to enforce the provisions of this Ordinance in accordance with the authority granted under Chapter 418 of the Texas Government Code. To the extent allowed by law, this ordinance may be enforced by any code enforcement officers or other similar designation, in the same manner that the municipal codes and ordinances are enforced.

5. EMERGENCY

This emergency ordinance shall take effect immediately upon its adoption and publication and it is accordingly so ordained. This ordinance shall remain in effect for 30 days, unless re-enacted in accordance with City Charter section 3.17 or until the state of disaster is terminated, whichever is sooner.

6. SEVERABILITY CLAUSE

It is hereby declared to be the intention of the City Council that the phrases, sentences, paragraphs and sections of this ordinance are severable. If any part of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect the remaining phrases, sentences, paragraphs and sections.

PASSED AND ADOPTED, this __ day of November 2020

TOWN OF HORIZON CITY, TEXAS

Ruben Mendoza
Mayor

ATTEST:

Approved as to Legal Form:

Elvia Schuller
City Clerk

Bertha A. Ontiveros
Asst. City Attorney