



HORIZON CITY

Incorporated 1988

**AGENDA
PUBLIC MEETING
REGULAR CITY COUNCIL MEETING
THE TOWN OF HORIZON CITY, TEXAS
Tuesday, March 9, 2021, 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, March 9, 2021 at 6:00 PM** at Virtual Meeting , at which time the following will be discussed and considered:

**** OPEN MEETINGS DURING COVID-19 EMERGENCY DISASTER PERIOD ****

After declaring a state emergency on March 16, 2020, Governor Greg Abbott temporarily suspended certain requirements of the Texas Open Meetings Act that require governmental officials and the public to be physically present at the public meeting location in order to reduce face-to-face contact and mitigate the spread of COVID-19.

Participation by members of the public is welcome. To participate in public comment, interested members of the public **MUST** sign up prior to the meeting by emailing citycouncilmeetings@horizoncity.org or calling (915) 852-1046, EXT #106, or submit their comment or question by emailing citycouncilmeetings@horizoncity.org and the comments will be read during the Open Forum or the appropriate agenda item.

An electronic copy of the meeting agenda materials will be posted on our City Website at the following link:
<https://v3.boardbook.org/Public/PublicHome.aspx?ak=1001244>.

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=m2140c967afb4c756139f9122b9beb516>

Meeting number (access code): 182 425 6854

Meeting password: BKgJA2943d9

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
2/9/2021 Regular City Council Meeting.	
4. Discussion and Action:	9
Mayor/Public Works Director	
On the approval of the Town of Horizon City's Phase II MS4 Annual Report for the 2020 calendar year and authorizing the Mayor to sign the report and transmittal letter, all to be submitted to the Texas Commission on Environmental Quality.	
5. Discussion and Action:	34
Mayor/Public Works Director	
On the award of Informal Bid No. 2021-001PW for the installation of landscaping rock along a portion of the walk trail just north of 17018 Darrington Road to Double H Contracting, Inc. in the amount of \$41,700.00.	
6. Discussion and Action:	43
Mayor/CIP Manager	
On a Resolution authorizing Mayor Mendoza or his designee to negotiate on behalf of the Town of Horizon City to purchase the required real estate for the Transit Oriented Development/Town Center and to allow Mayor Mendoza to sign contracts upon conclusion of the negotiations in accordance with the parameters set by City Council.	
7. Discussion and Action:	44
Mayor/CIP Manager	
On an update on the Capital Improvement Program.	
8. Request to Excuse Absent Council Members:	
REGULAR AGENDA	
9. Discussion and Action:	78
Mayor/CIP Manager	
On a Resolution authorizing the Mayor to sign a revised Construction Management Contract with Huitt Zollars for the Desmond Corcoran (Corky) Park Improvements project.	
10. PUBLIC HEARING:	
Mayor/Asst. City Atty/Planning Director	
2nd Reading of Ordinance No. ____. An Ordinance amending the municipal code of the Town of Horizon City, Texas, Chapter 6, Health and Sanitation, Article 3, Tobacco Products, to add the following: Division 3.03, Public Places and Workplace Smoking Regulations to prohibit smoking of tobacco products and electronic smoking; and providing for the following: findings of fact; repealer; severability; proper notice and hearing; the penalty being as provided herein, creating a misdemeanor punishable by a fine not to exceed \$500.00.	
11. Discussion and Action:	96
Mayor/Asst. City Atty/Planning Director	
2nd Reading of Ordinance No. ____. An Ordinance amending the municipal code of the Town of Horizon City, Texas, Chapter 6, Health and Sanitation, Article 3, Tobacco Products, to add the following: Division 3.03, Public Places and Workplace Smoking Regulations to prohibit smoking of tobacco products and electronic smoking; and providing for the following: findings of fact; repealer; severability; proper notice and hearing; the penalty being as provided herein, creating a misdemeanor punishable by a fine not to exceed \$500.00.	
12. Discussion and Action:	
Mayor/Planning Director	
On an update regarding Rifton Street Lighting.	
13. PUBLIC HEARING:	
Mayor/Finance Director	
2nd Reading of Ordinance _____. An ordinance amending Ordinance No. 0260 (Amendment No. 01) of the Town of Horizon City, adopting the Municipal Budget for the 2020-2021 fiscal year, to allow for the budgeting and expenditure of funds for tax increment reinvestment zone services and expenditures; and providing for repealer and severability clauses.	
14. Discussion and Action:	107
Mayor/Finance Director	

2nd Reading of Ordinance _____, An ordinance amending Ordinance No. 0260 (Amendment No. 01) of the Town of Horizon City, adopting the Municipal Budget for the 2020-2021 fiscal year, to allow for the budgeting and expenditure of funds for tax increment reinvestment zone services and expenditures; and providing for repealer and severability clauses.

15. Discussion and Action: **111**
Mayor/Finance Director

This item was postponed at the 2/9/21 Regular City Council Meeting.

On a CARES Act subrecipient/subcontractor agreement with Elite Medical Transport for COVID-19 emergency services related expenditures in an amount not to exceed \$19,252.00.

16. Discussion and Action: **134**
Mayor

On a proposal to consider the closure of City Hall and Courts Administrative offices on December 27, 28 & 29, 2021.

17. 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.

18. Discussion and Action:

Mayor/Planning Director

On a request from HCIA to purchase real estate located in Horizon City Estates owned by the Town of Horizon City. (551.072)

19. Discussion and Action: **135**
Mayor/Asst. City Atty

On real estate acquisitions for Transit Oriented Development/Town Center. (551.072)

Adjournment:

Motion to Adjournment: _____ 2nd _____

Dated this Friday, 3/5/2021

By: _____
Elvia Schuller, City Clerk

I, the undersigned authority, hereby certify that the above notice of the Regular City Council Meeting of the Town of Horizon City, Texas is a correct copy of this notice, and that I posted this notice at least seventy-two (72) hours preceding the scheduled meeting at the City Hall Bulletin Boards of the Town of Horizon City, Texas on this Friday, 3/5/2021 by 5:00 p.m.

Agenda Removed: _____ Time _____ By _____

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

**MINUTES
AGENDA
PUBLIC MEETING
REGULAR CITY COUNCIL MEETING
THE TOWN OF HORIZON CITY, TEXAS
Tuesday, February 9, 2021, 6:00 PM**

Notice is hereby given that a Regular City Council Meeting of the Town of Horizon City, Texas was held on **Tuesday, February 9, 2021 at 6:00 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

All City Council Members present. Quorum Established.

2. Open Forum:

No one signed up to speak.

CONSENT AGENDA

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

3. Approval of Minutes from:

1/25/2021 Special City Council Meeting

4. Discussion and Action:

Mayor/Finance Director
On the approval of the City's Investment Policy.

5. Discussion and Action:

Mayor/Chief McConnell
On authorization for the Mayor to sign the 2020 Operation Stonegarden Grant Resolution and the associated Interlocal Agreement.

6. Discussion and Action:

Mayor/CIP Manager
On approval of the Bylaws adopted by the Horizon City TIRZ No. 1 Board of Directors on January 25, 2021.

7. Discussion and Action:

Mayor/Chief McConnell
On the presentation and acceptance of the 2020 annual police and racial profiling reports.

8. Discussion and Action:

Mayor/CIP Manager
On an update on the Capital Improvement Program.

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

Alderman Corral requested item #7 be pulled and heard under the regular agenda.

A motion was made by Alderman Corral and seconded by Alderman Miller to pull item #7 and approve the remainder of the Consent Agenda. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

REGULAR AGENDA

7. **Discussion and Action:**

Mayor/Chief McConnell

On the presentation and acceptance of the 2020 annual police and racial profiling reports.

Police Chief, Mike McConnell spoke regarding this item.

A motion was made by Alderman Corral and seconded by Alderman Renteria to accept the report as presented. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

10. **Presentation:**

Mayor

On a presentation by El Paso County Commissioner Iliana Holguin regarding small business loans, grants, rental relief programs and UMC mobile unit.

El Paso County Commissioner Iliana Holguin spoke regarding this item.

11. **Discussion:**

Mayor/Finance Director

1st Reading of Ordinance _____, An ordinance amending Ordinance No. 0260 (Amendment No. 01) of the Town of Horizon City, adopting the Municipal Budget for the 2020-2021 fiscal year, to allow for the budgeting and expenditure of funds for tax increment reinvestment zone services and expenditures; and providing for repealer and severability clauses.

Planning Director, Michelle Padilla spoke regarding this item.

12. **Discussion and Action:**

Mayor/CIP Manager

On a Resolution authorizing the Mayor to sign the revised First Amendment to the Engineering Services Agreement for Professional Services (RFQ #2020-001 TOD-TC) (Environmental Assessment) with Huitt-Zollars that reflects a reduced amount of \$19,872.00.

CIP Manager, Terry Quezada spoke regarding this item.

A motion was made by Alderman Corral and seconded by Alderman Duran to approve the Resolution authorizing the Mayor to sign the revised First Amendment to the Engineering Services Agreement for Professional Services (RFQ #2020-001 TOD-TC) (Environmental Assessment) with Huitt-Zollars that reflects a reduced amount of \$19,872.00. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

13. **Discussion and Action:**

Mayor/Planning Director

On a Resolution authorizing the Mayor to sign an Engineering Services Agreement for Professional Services for on-call geotechnical and materials testing services between the Town of Horizon City and each of the following two consultants:

CQC Testing & Engineering, LLC, and
Wood Environmental Infrastructure Solutions, Inc.

Planning Director, Michelle Padilla spoke regarding this item.

A motion was made by Alderman Duran and seconded by Alderman Padilla to approve the Resolution authorizing the Mayor to sign an Engineering Services Agreement for Professional Services for on-call geotechnical and materials testing services between the Town of Horizon City and each of the following two consultants: CQC Testing & Engineering, LLC, and Wood Environmental Infrastructure Solutions, Inc.

The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

14. **Discussion and Action:**

Mayor/Planning Director

This item was postponed at the 12/8/20, 1/12/21 and 1/25/21 City Council Meetings.

On the final subdivision application for the Horizon Town Center Unit Two subdivision (SUB002455-2020; 4th submittal), legally described as being a portion of CD Stewart Survey No. 321, Town of Horizon City, El Paso County, Texas and authorizing the Mayor to finalize negotiations on and execute the Developer Participation Agreement for the parkland dedication requirements and the Subdivision Construction Agreement. Application submitted by Conde, Inc.

Planning Director, Michelle Padilla spoke regarding this item.

A motion was made by Alderman Duran and seconded by Alderman Padilla to approve the final subdivision application for the Horizon Town Center Unit Two subdivision (SUB002455-2020; 4th submittal), legally described as being a portion of CD Stewart Survey No. 321, Town of Horizon City, El Paso County, Texas and authorizing the Mayor to finalize negotiations on and execute the Developer Participation Agreement for the parkland dedication requirements and the Subdivision Construction Agreement. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

15. **Discussion and Action:**

Mayor/Asst. City Atty

This item was postponed at the 1/12/21 Regular City Council Meeting:

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

Planning Director, Michelle Padilla requested this item be deleted.

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

16. **Discussion:**

Mayor/Asst. City Atty/Planning Director

1st Reading of Ordinance No. ____. An Ordinance amending the municipal code of the Town of Horizon City, Texas, Chapter 6, Health and Sanitation, Article 3, Tobacco Products, to add the following: Division 3.03, Public Places and Workplace Smoking Regulations to prohibit smoking of tobacco products and electronic smoking; and providing for the following: findings of fact; repealer; severability; proper notice and hearing; the penalty being as provided herein, creating a misdemeanor punishable by a fine not to exceed \$500.00.

Planning Director, Michelle Padilla and American Heart Assoc. Rep, Eva Olivas spoke regarding this item.

17. Discussion and Action:

Mayor/Planning Director

On an update regarding Rifton Street Lighting.

Planning Director, Michelle Padilla spoke regarding this item.

A motion was made by Alderman Corral and seconded by Alderman Duran to proceed with this project as presented. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

18. PUBLIC HEARING:

Mayor/Asst. City Atty

2ND Reading of Ordinance No. _____. An Ordinance calling a special election by the qualified voters of the Town of Horizon City, Texas on May 1, 2021 for the purpose of submitting a proposition on the reauthorization of the local sales and use tax in the Town of Horizon City at the rate of one-quarter (1/4) of one percent (1%) to continue providing revenue for maintenance and repair of municipal streets; making provision for the conduct of such election; resolving other matters incident and related to such election; providing for invalidity, proper notice and public meeting and an effective date. The tax will expire on the fourth (4th) anniversary of the date of the election unless the imposition of the tax is reauthorized.

Asst. City Atty, Bertha Ontiveros spoke regarding this item. No one from the public spoke.

19. Discussion and Action:

Mayor/Asst. City Atty

2ND Reading of Ordinance No. _____. An Ordinance calling a special election by the qualified voters of the Town of Horizon City, Texas on May 1, 2021 for the purpose of submitting a proposition on the reauthorization of the local sales and use tax in the Town of Horizon City at the rate of one-quarter (1/4) of one percent (1%) to continue providing revenue for maintenance and repair of municipal streets; making provision for the conduct of such election; resolving other matters incident and related to such election; providing for invalidity, proper notice and public meeting and an effective date. The tax will expire on the fourth (4th) anniversary of the date of the election unless the imposition of the tax is reauthorized.

A motion was made by Alderman Duran and seconded by Alderman Miller to approve the Ordinance calling a special election by the qualified voters of the Town of Horizon City, Texas on May 1, 2021 for the purpose of submitting a proposition on the reauthorization of the local sales and use tax in the Town of Horizon City at the rate of one-quarter (1/4) of one percent (1%) to continue providing revenue for maintenance and repair of municipal streets; making provision for the conduct of such election; resolving other matters incident and related to such election. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

20. Discussion and Action:

Mayor/Chief McConnell

On a Resolution authorizing the Mayor to sign the Far West Texas: Responding to Intel & Information Sharing & Interoperability Enhancement Project - FY21 State Homeland Security Program (SHSP) resolution.

Police Chief, Mike McConnell spoke regarding this item.

A motion was made by Alderman Duran and seconded by Alderman Corral to approve the Resolution authorizing the Mayor to sign the Far West Texas: Responding to Intel & Information Sharing & Interoperability Enhancement Project - FY21 State Homeland Security Program (SHSP) resolution. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

21. **Discussion and Action:**

Mayor/Chief McConnell

On the first amendment to emergency ambulance service agreement with Elite Medical Transport to extend the contract for one year.

Police Chief, Mike McConnell spoke regarding this item.

A motion was made by Alderman Miller and seconded by Alderman Duran to approve the first amendment to emergency ambulance service agreement with Elite Medical Transport to extend the contract for one year. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

22. **Discussion and Action:**

Mayor/Chief McConnell

On a CARES Act subrecipient/subcontractor agreement with Elite Medical Transport for COVID-19 emergency services related expenditures in an amount not to exceed \$19,252.00.

Police Chief, Mike McConnell requested this item be postponed until the next Regular City Council Mtg.

A motion was made by Alderman Duran and seconded by Alderman Miller to postpone this item until the next Regular City Council Meeting. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

23. **Discussion and Action:**

Mayor/Assistant City Attorney

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.

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

A motion was made by Alderman Duran and seconded by Alderman Renteria to approve the adoption of an Ordinance to continue the Emergency Ordinance instituting emergency measures due to a public health emergency. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

24. **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

A motion was made by Alderman Duran and seconded by Alderman Miller to adjourn at 7:22 PM.

Approved this ____ day of _____, 20__.

Attest:

Elvia Schuller, City Clerk

Ruben Mendoza, Mayor



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: March 9, 2021

To: Honorable Mayor and Members of City Council

From: Albert Valle, Public Works Director

SUBJECT: That the City Council approve the Town of Horizon City's Phase II MS4 Annual Report for the 2020 calendar year and authorize the Mayor to sign the report and transmittal letter, all to be submitted to the Texas Commission on Environmental Quality.

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

The City's MS4 program was submitted in June of 2019 and is pending approval from TCEQ for the renewal of the next 5-year permit. The attached report describes the activities performed in the second year (2020 calendar year) of the pending permit.

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

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

March 10, 2021

Texas Commission on Environmental Quality
Stormwater & Pretreatment Team Leader (MC-148)
P.O. Box 13087
Austin, Texas 78711-3087

Re: Phase II MS4 Annual Report Transmittal for Town of Horizon City
TPDES Authorization: TXR040057

Dear Team Leader:

This letter serves to transmit the required annual report for the Texas Pollutant Discharge Elimination System Small Municipal Separate Storm Sewer System General Permit, Authorization Number TXR040057 for the Town of Horizon City.

The annual report is for Year 2. The reporting period's beginning 01/01/2020 and ending 12/31/2020.

A separate Notice of Change has not been submitted based on the fact that changes have not been proposed for the next permit year.

As required by the general permit, a copy of the report has been mailed to the TCEQ's regional office 6 in El Paso, Texas.

Sincerely,

Ruben Mendoza
Mayor
Town of Horizon City
Horizon City, Texas 79928

c: Section Manager, Air/Waste/Water
TCEQ Region 6 Office
401 E. Franklin Ave., Suite 560
El Paso, TX 79901

Phase II (Small) MS4 Annual Report Form

TPDES General Permit Number TXR040000

A. General Information

Authorization Number: TXR0400057

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

Annual Reporting Year Option Selected by MS4:

Calendar Year: 2020

Permit Year: 2

Fiscal Year: 2020-2021 Last day of fiscal year: (09/30/2021)

Reporting period beginning date: (month/date/year) 01/01/2020

Reporting period end date: (month/date/year) 12/31/2020

MS4 Operator Level: II Name of MS4: Town of Horizon City

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

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

E-mail Address: avalle@horizoncity.org

A copy of the annual report was submitted to the TCEQ Region: YES NO

Region the annual report was submitted to: TCEQ Region 6

B. Status of Compliance with the MS4 GP and SWMP

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

	Yes	No	Explain
Permittee is currently in compliance with the SWMP as submitted to and approved by the TCEQ.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Permittee is currently in compliance with recordkeeping and reporting requirements.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

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

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

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

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

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

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

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

C. Stormwater Data Summary

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

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

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

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

D. Impaired Waterbodies

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

Not Applicable

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

Not Applicable

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

Not Applicable

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

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

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

Benchmark Parameter	Selected BMP	Contribution to achieving Benchmark
<i>Please see attachment.</i>		

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

Description of bacteria-focused BMP	Comments/Discussion
<i>Not Applicable</i>	

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

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

- number of sources identified or eliminated;

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

Benchmark Indicator	Description/Comments
<i>Not Applicable</i>	

E. Stormwater Activities

Describe activities planned for the next reporting year:

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

F. SWMP Modifications

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

Yes ___ No

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

___ Yes No

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

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

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

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

Not Applicable

G. Additional BMPs for TMDLs and I-Plans

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

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

H. Additional Information

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

Yes No

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

Name and Explanation:

Not Applicable

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

Yes No

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

Yes No

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

Authorization Number: _____ Permittee: _____

I. Construction Activities

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

_____7_____

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

Yes No

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

The number of municipal construction activities authorized under this general permit	
The total number of acres disturbed for municipal construction projects	<i>Not applicable</i>

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

J. Certification

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

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

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

Name (printed): Ruben Mendoza Title: Mayor

Signature: _____ Date: _____

Name of MS4 Town of Horizon City

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

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

Attachment for Section B, No. 2:

BMP Status

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.)
Public Education, 1: Outreach, and Involvement	1-1: Educational materials and distribution	Yes, the public is responsible for reporting illegal dumping and illicit discharges. Without teaching the public how to detect these activities, reporting cannot take place.
Public Education, 1: Outreach, and Involvement	1-2: Articles in the <i>West Texas County Courier</i>	Yes, the public is responsible for reporting illegal dumping and illicit discharges. Without teaching the public how to detect these activities, reporting cannot take place. The <i>West Texas County Courier</i> reaches people that do not typically visit civic buildings or have children that are school age.
Public Education, 1: Outreach, and Involvement	1-3: Horizon City website	Yes, this allows the public to be involved in Horizon City’s Stormwater Management Program (SWMP). A copy of the SWMP is available on the town’s website.
Public Education, 1: Outreach, and Involvement	1-4: Annual event or festival	Yes, the public is responsible for reporting illegal dumping and illicit discharges. Without teaching the public how to detect these activities, reporting cannot take place. Events allow a broad range of people to be educated and informed.
Public Education, 1: Outreach, and Involvement	1-5: Public notice for meetings	Yes, this allows the public to be involved in the SWMP.
Public Education, 1: Outreach, and Involvement	1-6: Stormwater reporting telephone number	Yes, the public is responsible for reporting potential stormwater issues, including illegal dumping. Reductions in illegal dumping can reduce pollutants entering into the stormwater system.
Public Education, 1: Outreach, and Involvement	1-7: Annual public cleanup event	Yes, the public is responsible for reporting illegal dumping and illicit discharges. Without teaching the public how to detect these activities, reporting cannot take place. Events allow a broad range of people to be educated and informed. Horizon City hosted a cleanup event in May 2020 due to Covid19 Pandemic and restrictions.

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

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

<p>Post-Construction Stormwater Management in New Development</p> <p>4:</p>	<p>4-1: Ordinance requiring retention</p>	<p>Yes, the construction of retention structures decreases sediment loading during a rain event.</p>
<p>Post-Construction Stormwater Management in New Development</p> <p>4:</p>	<p>4-2: Construction inspection of retention structures</p>	<p>Yes, an approved retention structure will decrease sediment loading during a rain event as well as allow for a reduction in velocity. Two public ponds were accepted for maintenance and were inspected.</p>
<p>Post-Construction Stormwater Management in New Development</p> <p>4:</p>	<p>4-3: Retention structure inventory</p>	<p>Public pond inspections were conducted. City pond list has been updated. New Ponds may be identified with the new Improvement Plans.</p>
<p>Post-Construction Stormwater Management in New Development</p> <p>4:</p>	<p>4-4: Maintenance of private retention structures</p>	<p>Several inspections were scheduled for the past permit year. Regular inspections will be completed as the Compliance Inspector will oversee this duty.</p>
<p>Post-Construction Stormwater Management in New Development</p> <p>4:</p>	<p>4-5: Maintenance of public retention structures</p>	<p>Yes, inspecting and maintaining retention structures decreases sediment loading within the stormwater system during rain events. Maintenance is completed on each pond at least once a year and an inspection of such maintenance is completed upon completion.</p>

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

Attachment for Section B, No. 3:

Pollutant Reduction Analysis

MCM	BMP	Information Used	Quantity	Units	Does BMP Demonstrate a Direct Reduction in Pollutants? (Answer Yes or No, and explain.)
<p>1: Public Education, Outreach, and Involvement</p>	<p>1-7: Host a “Keep Horizon City Beautiful” event</p>	<p>Trash and debris collected</p>	<p>0</p>	<p>Tons</p>	<p>Yes, trash and debris have the potential to house pollutants such as pesticides, herbicides, and animal wastes. During a rain event, stormwater can come in contact with the debris and these pollutants released into the waterways. Removing the items decreases the potential for these pollutants to come in contact with stormwater. Horizon City hosted a cleanup event in May 2020 due to Covid19 Pandemic and restrictions.</p>
<p>1: Public Education, Outreach, and Involvement</p>	<p>1-7: Host a “Keep Horizon City Beautiful” event</p>	<p>Used tires</p>	<p>0</p>	<p>Number of tires</p>	<p>Yes, used tires have the potential to house oil. During a rain event, stormwater can come in contact with the interior of the tire, where oil can be housed. The oil can be released into the stormwater, releasing a pollutant. Removing the tires decreases the potential for these pollutants to come in contact with stormwater. Horizon City hosted a cleanup event in May 2020 due to Covid19 Pandemic and restrictions.</p>

2:	Illicit Discharge Detection and Elimination	2-1: Ordinance prohibiting Illicit Discharges	Number of enforcement actions	2	Violations issued	Yes, ordinance allows for inspections to be conducted and enforcement actions taken. Associating a cost with illicit discharge helps dissuade violators.
2:	Illicit Discharge Detection and Elimination	2-4: Visual inspections of outfalls	Number of times outfall was inspected	27	Inspections	Yes, no discharges were observed during the inspection. This indicates a decrease in illicit discharges.
2:	Illicit Discharge Detection and Elimination	2-4: Visual inspections of outfalls	Number of illicit discharges observed	0	Discharges	Yes, if a discharge was observed, the source of the release could be found more easily and the illicit discharge ceased, improving water quality.
2:	Illicit Discharge Detection and Elimination	2-5: Continue to distribute educational material to the community that includes the stormwater reporting telephone number	Number of calls received via stormwater reporting telephone number	0	Calls	No, the public should be afforded a reliable and simple way to contact the appropriate entity concerning stormwater issues. If the process is complex, the ability to report issues will decrease.
3:	Construction Site Stormwater Runoff Control	3-2: Continue to utilize the SWP3 Review Checklist for homebuilders, commercial, and residential development plans	Number of Grading and Clearing Permits Submitted	11	Plans submitted and reviewed	No, allows for a proactive approach, preventing illicit discharges. This is accomplished by performing inspections of required BMPs and engineering controls.
3:	Construction Site Stormwater Runoff Control	3-3: Implement construction site SWP3 inspection program	Number of inspections conducted	8	Inspections	Yes, allows for a proactive approach, preventing illicit discharges. This is accomplished by performing inspections of required BMPs and engineering controls.

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

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

MCM(s)	Measurable Goal(s)	Explain progress toward goal or how goal was achieved
<p>1: Public Education, Outreach, and Involvement</p>	<p>Publish two stormwater articles in the <i>Courier</i>, including one related to high-priority community-wide issues.</p>	<p>Goal Met. Two stormwater related articles were published in the Courier on 3-05-2020 and 8-6-2020</p>
<p>1: Public Education, Outreach, and Involvement</p>	<p>Post annual report and any newly developed stormwater related materials.</p>	<p>Goal Met. The annual report was presented to the City Council in May 12, 2020 and was uploaded as part of the agenda.</p>
<p>1: Public Education, Outreach, and Involvement</p>	<p>Distribute educational stormwater material at one festival or event.</p>	<p>Goal Not met due to Covid19 Pandemic and restrictions.</p>
<p>1: Public Education, Outreach, and Involvement</p>	<p>Host a “Keep Horizon City Beautiful” event.</p>	<p>Goal Not met due to Covid19 Pandemic and restrictions.</p>
<p>2: Illicit Discharge Detection and Elimination</p>	<p>Add new outfalls to the MS4 Map that result from redevelopment</p>	<p>Goal met as the new outfalls were added due to drainage improvement as part of Capital Improvement Project CIP14-002</p>
<p>2: Illicit Discharge Detection and Elimination</p>	<p>Conduct annual in-house training for employees involved in illicit discharge detection</p>	<p>Goal Not met due to Covid19 Pandemic and restrictions.</p>
<p>2: Illicit Discharge Detection and Elimination</p>	<p>Visually inspect each outfall for illicit discharges twice.</p>	<p>Goal met. Each outfall was inspected two times in October and March 2019.</p>
<p>2: On-Site Sewage Disposal System</p>	<p>Obtain a map of sewer coverage from HRMUD to determine where on-site sewage systems may exist.</p>	<p>Goal met. Map was created with information provided by the HRMUD and the District’s engineer.</p>

<p>3: Construction Site Stormwater Runoff Control</p>	<p>Provide 8 to 16 hours of commercially available training in SWP3 review and inspection to new staff who perform these duties.</p>	<p>Goal Not met due to Covid19 Pandemic and restrictions.</p>
<p>3: Construction Site Stormwater Runoff Control</p>	<p>Conduct 1-hour of in-house, construction stormwater awareness training for employees who visit construction sites.</p>	<p>Goal Not met due to Covid19 Pandemic and restrictions.</p>
<p>4: Post-Construction Stormwater Management in New Development and Redevelopment</p>	<p>Create a map of public and private retention structures within the corporate limits.</p>	<p>Goal Met. The map has been created to include a listing of all the retention structures. The map was created using this information in the 2018 program year and updated annually.</p>
<p>5: Pollution Prevention/ Good Housekeeping for Municipal Operations</p>	<p>Conduct self-inspection to determine if pollution prevention measures are effective and sufficient.</p>	<p>Goal Met. Inspections for vehicles and equipment was conducted throughout the 2020.</p>
<p>5: Pollution Prevention/ Good Housekeeping for Municipal Operations</p>	<p>Conduct 1-hour of in-house training on pollution prevention measures relevant to employees' duties.</p>	<p>Goal Not met due to Covid19 Pandemic and restrictions.</p>
<p>5: Pollution Prevention/ Good Housekeeping for Municipal Operations</p>	<p>Develop contract clauses and written procedures for ensuring Horizon City's contractors comply with requirements established by the SWMP.</p>	<p>Goal met. Forms were developed/updated for plan review and inspections of drainage infrastructure outfalls.</p>

**Attachment for Section E:
Stormwater Activities**

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

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

RESOLUTION

That the Mayor be authorized to sign and submit the Phase II MS4 Report presented to City Council on this date to the Texas Commission on Environmental Quality.

Approved and effective the _____ day of March 2021.

Ruben Mendoza, Mayor

ATTEST:

Elvia Schuller, City Clerk

APPROVED AS TO FORM:

Sylvia Borunda Firth
Assistant City Attorney



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: March 4, 2021

To: Honorable Mayor and Members of City Council

From: Albert Valle, Public Works Director

SUBJECT: On the award of Informal Bid No. 2021-001PW for the installation of landscaping rock along a portion of the walk trail just north of 17018 Darrington Road to Double H Contracting, Inc. in the amount of \$41,700.00.

Staff solicited bids for the installation of landscaping rock in February 2021 and opened sealed bids on February 22, 2021. The scope of work includes removing weeds and debris, application of herbicide and pesticide, the installation of a weed barrier and landscaping rock, and the re-mortaring the rock walls within the project limits. This is the second phase of this project and will complete the landscaping installation along the remainder of the trail. Two contractors submitted bids as follows:

- Hawk Construction - \$97,700.00
- Double H Contracting, Inc. - \$41,700.00

This work was budgeted in the Parks Capital Budget for \$33,000.00 and the additional \$8,700.00 will be covered through an administrative budget transfer from the Parks Equipment Maintenance account which is estimated to not be completely utilized this fiscal year.

After evaluation of the bids, and upon the recommendation of the Public Works Director, staff recommends award of the construction project to Double H Contracting, Inc. as the lowest, responsive, responsible bidder, in the amount of \$41,700.00.

Attached for your review is the scope of work and the bid as submitted.

HORIZON CITY
PROJECT: 2021-001PW WALK
TRAIL LAND SCAPING INFORMAL
BID

**BID SPECIFICATIONS/
TECHNICAL REQUIREMENTS**

Location

Walk trail just north of 17018 Darrington Road.

Crews

As needed.

Description of Work

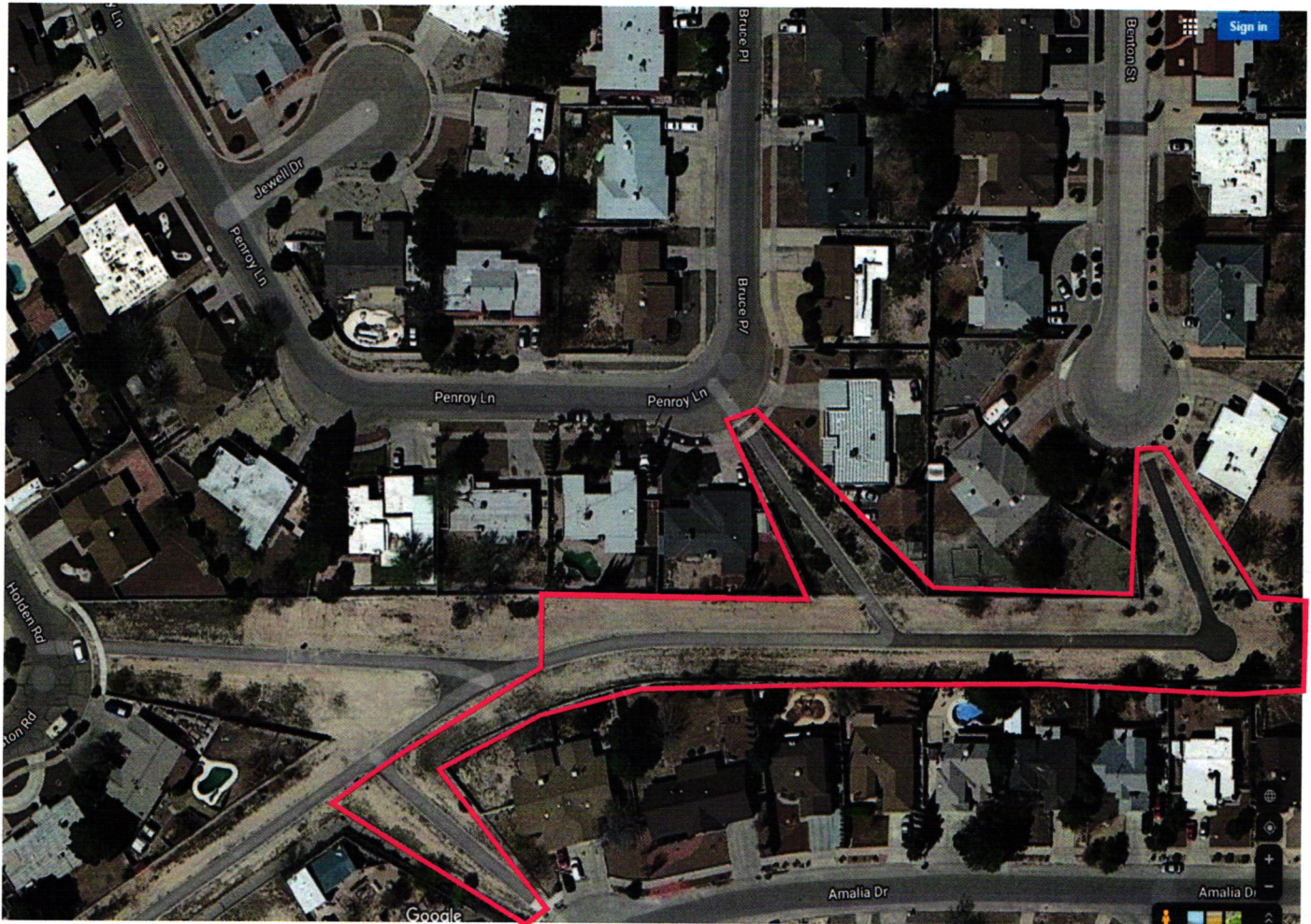
Contractor shall provide labor, materials, and equipment required to install rock landscaping around the walk trails shown in Figure 1. The work to be performed will also include the removal and proper disposal of weeds and debris.

The work includes:

1. Remove weeds and branches (Natural Vegetation shall remain).
2. Remove dirt to a finished Grade shall be 2" below the top of curb and properly dispose of removed material.
3. Remove trash and debris.
4. Apply herbicide and pesticide.
5. Notify adjacent property owners when the work will be performed.
6. Coordinate with Parks Manager to see which natural vegetation, if any, is to remain.
7. Install approved weed barrier. Weed Control Barrier: Shall be a woven polypropylene weed barrier fabric, water and air permeable.

8. Install 2" Rainbow rock.
9. Re-mortar rock walls as necessary.
10. Coordinate with the Town of Horizon City Parks Manager for inspections.
11. Proper Dust control (Watering) for the site.
12. Coordinate with the Town of Horizon City Parks Manager for rock and material submittals for approval.
13. Provide walk trail closure/traffic control materials as necessary.
14. Notify 811 "one call" notification system
15. Contractor shall comply with all safety requirements from Federal, State and Local agencies. All applicable safety requirements for the job shall be the responsibility of the contractor. The contractor shall provide personal protective equipment to all employees and proper traffic control equipment (if applicable) among other items.

Figure 1



Standards for Work and Supervision

(if there are professional licenses or permits required, be sure to include those)

Prices

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

Insurance Requirements

By submitting this bid, the bidder affirms he has reviewed the insurance requirements found below in the applicable contract provisions and confirms its ability to procure the required insurance upon award of this contract.

Contract

By submitting this bid, the bidder affirms he has reviewed the attached contract(s) and takes no exceptions. Should the bidder wish changes to the contract, those changes should be listed in the exceptions portion of the bid form below.


BID FORM

REQUIRED SPECIFICATIONS	CAN YOU COMPLY?	
	YES	NO
Total Bid Price <i>Forty One Thousand Seven Hundred and Zero Cents.</i>	<i># 41,700⁰⁰</i>	

Note: Also complete bid summary with the total bid price in figures and in words.

EXCEPTIONS

BIDDER INFORMATION SHEET

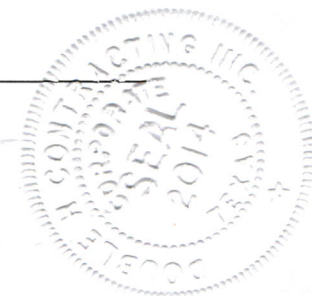
Company Name	Double H Contracting, Inc
Address	14361 Rearing Springs Dr.
City, State, Zip	El Paso Tx 79928
Phone Number	915-851-2345 / 915-820-2892
Fax Number	915-851-2346
Email Address	hhinojosh@gmail.com
Tax Identification Number	46-5730211
Signature of Authorized Agent	
Printed Name of Authorized Agent	Hector Hinojosa
Title	President
Date	2-22-2021

If the Bidder is a Corporation, the following Certificate should be executed:

I, Sergio Hinojosa, certify that I am the Secretary Secretary of the corporation named as Bidder hereinabove; that Hector Hinojosa, who signed the foregoing bid on behalf of the Bidder was then President of said corporation; that said proposal was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.



Corporate Secretary Signature and Corporate Seal



BID SUMMARY

Total Bid \$ 41,700 ⁰⁰
(In Figures)

Total Bid Forty One Thousand Seven Hundred and zero cents
(In Words)

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

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



Double H Contracting, Inc
CONTRACTOR

[Signature]
BY

President
TITLE

**Seal and Authorization
(if a corporation)**

ATTEST:

[Signature]
SECRETARY

14361 Romany Springs Dr.
ADDRESS

(915) 851-2345
TELEPHONE

CONTRACT TIME

Bidder agrees to commence work on a date to be specified in a written "Notice to Proceed" issued by the City. The Contract Time shall begin on the date to commence work specified in the Notice to Proceed and shall run for seven (7) additional CONSECUTIVE CALENDAR DAYS thereafter. Bidder shall Substantially Complete the project within sixty (60) CONSECUTIVE CALENDAR DAYS after the date to commence work in the Notice to Proceed. Bidder agrees to pay, as liquidated damages, the sum as specified in the Special Conditions for each consecutive calendar day after the Contract Time.

STATE OF TEXAS)
)
COUNTY OF EL PASO)

CERTIFICATION OF NONCOLLUSION

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

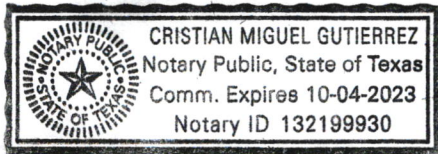
[Handwritten Signature]

Signature

President

Title

SUBSCRIBED AND SWORN to before me by Hector Hinojosa on this 22 day of February, 2021.



Christian M. Gutierrez
Notary Public

10/04/2023
My Commission Expires



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: March 4, 2021
To: Honorable Mayor and Members of City Council
From: Teresa Quezada, CIP Manager *Teresa Quezada 3/4/2021*
SUBJECT: Resolution authorizing Mayor Mendoza or his designee to negotiate on behalf of the Town of Horizon City to purchase real estate for the Transit Oriented Development/Town Center and to allow Mayor Mendoza to sign contracts upon conclusion of the negotiations in accordance with the parameters set by City Council

Council previously designated Mr. Michael Hernandez, EDC Executive Director, to negotiate real estate transactions in the Transit Oriented Development/Town Center. This resolution authorizes the Mayor or his designee to continue that work now that Mr. Hernandez has resigned from his position.

Further, this resolution authorizes the Mayor to execute negotiated agreements that meet the parameters established by City Council. Such authorization allows the Town to work efficiently with willing property owners.

Staff recommends approval.

Town of Horizon City Capital Improvement Program

Council Meeting
March 9, 2021

Oxbow & Pawling Street Improvements

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

Ryderwood Extension

Images from
June 5, 2020



Ryderwood Extension

Next steps

- Verify completion for acceptance
 - Coordinating with County for completion
 - Council accepted street and improvements November 10, 2020.
- Confirm costs
- Coordinate with school to address concerns expressed

Municipal Facilities – Phase 1

- Total square footage increased to accommodate permanent PW Department, Municipal Court requests, and entry requirements – will impact Phase 1 costs
- Staff continues to work on final application for USDA which requires a department-specific environmental document
- Staff is reviewing draft environmental document

Municipal Facilities – Phase 1

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

- Council approval of the letter of intent outlining loan conditions – programmed for **Spring 2021**
- Bond ordinance – coordinating with bond counsel
- USDA review of final plans and specifications – coordinating with consultant and USDA

Municipal Facilities – Phase 1

- Staff reviewing specifications
- Coordinating with TXDOT and design team for drainage work required in connection with N. Darrington Reconstruction
- Schedule is to advertise early in 2021 and award a construction project in the spring 2021
- Schedule is contingent on USDA loan approval

Municipal Facilities – Phase 1



Rendering from Exigo Architecture – December 2020

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
- Updated completion is early 2021. Contractor is working on punchlist items.

Golden Eagle Park



Images from MCI, construction manager taken during December 22, 2020 Walk through



Golden Eagle Park



Images from MCI, construction manager. Work during week of January 4, 2021 to address punchlist items.



Golden Eagle Park



Images from MCI, construction manager. Work during week of January 4, 2021 to address punchlist items.



Horizon Mesa Park

- Notice to Proceed for Construction - January 20, 2020
- Completion date – Fall 2020
- Project delays due to delayed canopy structure and other factors
- Met with contractor during the week of December 7, 2020 to develop close-out plan
- Pending contractor's approval of final change order

Horizon Mesa Park



Horizon Mesa Park



Horizon Mesa Park

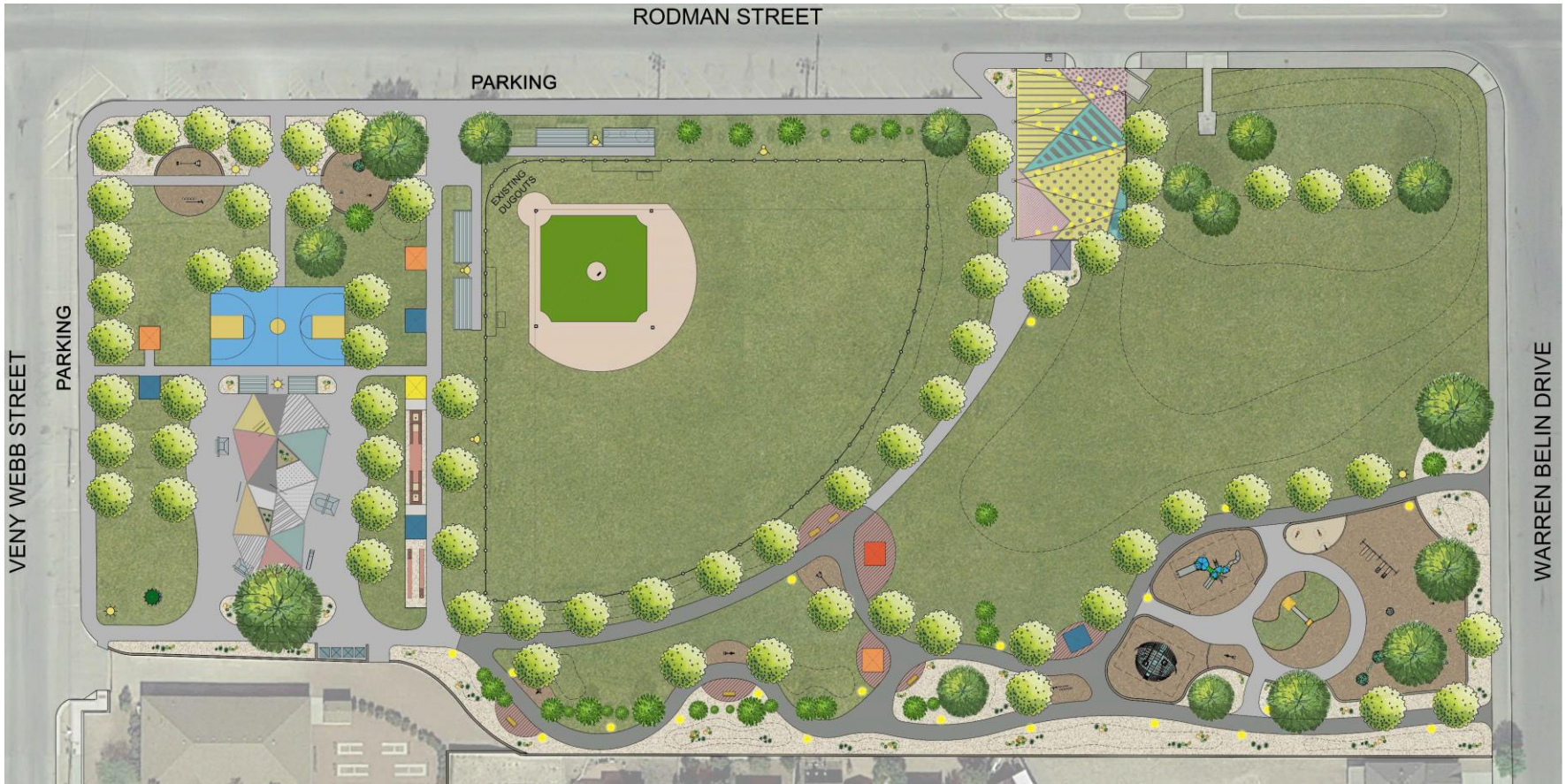


Desmond Corcoran (Corky) Park

Construction

- Construction start – January 11, 2021
- Contractor working on skate park
- Working with HRMUD for sewer line connection
- Completion winter 2021/2022

Desmond Corcoran (Corky) Park



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
- Drainage requires property acquisition in TOD area
- Town will request authorization to begin acquisition prior to EPA approval of environmental document to keep project on schedule.

N. Darrington Reconstruction

Funding shortfall at MPO

- Programming documents – adjusting budget to reduce by approximately \$34,000 to meet fiscal constraints – January 2021
- Cashflow shortage – will work with MPO and TXDOT to address cash allocation shortfall – timeframe to be determined during calendar year 2021

N. Darrington & Horizon Blvd. Intersection

- Texas Department of Transportation team working on environmental documents
- Schematic design is scheduled for submittal on March 31, 2021
- Plans, Specifications and Engineering, next phase of design, is scheduled for 30% completion at end of April 2021
- Traffic signal installation at Horizon Blvd. and Horizon Crossing will be included in intersection improvement project
- HRMUD Board approved deferral of waterline installation on Delake by developer to manage conflicts with storm sewer installation

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
- 2 projects are were **approved** for construction
 - **S. Darrington Safety Lighting** from Alberton to LTV Rd. – **FY 2023**
 - **N. Kenazo Safety Lighting** from Eastlake to Horizon Blvd. – **FY 2022**
- Funding agreements and participation must be developed and funding identified

TIRZ Update

Horizon City's Proposed TIRZ



Current Activities

- Coordinating with TXDOT for drainage pond acquisition for N. Darrington Reconstruction
- Coordinating with potential partners:
 - HRMUD
 - County of El Paso

Town of Horizon City Capital Improvement Program

Council Meeting
March 9, 2021



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: March 4, 2021
To: Honorable Mayor and Members of City Council
From: Teresa Quezada, CIP Manager *Teresa Quezada*
SUBJECT: **Construction Management Contract with Huitt Zollars for the Desmond Corcoran (Corky) Park Improvements project**

City Council awarded Corky Park improvements project at their November 10, 2020 meeting. At the December 9, 2020, Council meeting, Council approved a preliminary version of a construction management agreement with Huitt Zollars. However, as the City and Huitt Zollars finalized the agreement, we reviewed the hourly fees and the inclusion of a project management system so the cost changed to \$281,157 from \$265,526.

Staff is presenting a revised agreement that reflects the current, updated cost.

Huitt Zollars will perform the construction management services which include:

- Consulting with and advising the Town on issues that arise on the field and reviewing submittals from the contractor for compliance with design;
- Managing requests for information, responding with clarifications, providing work order directives, negotiation, recommending and preparing change order documents for Town review and approval;
- Reviewing for completeness and accuracy, and recommending amounts and approval of the contractor's pay applications;
- Providing a resident Project Representative (RPR) to inspect the work completed on a daily basis and to serve as liaison between the Town, the contractor and the design consultant.
- Setting up and maintaining an electronic project management system.

The construction management services are further detailed in the attached proposal from Huitt Zollars.

Huitt Zollars' proposal includes a lump sum amount for the office support component of the agreement and an hourly amount for the RPR services component of the agreement. Staff has reviewed the proposal and agrees with the level of effort for RPR services and the lump sum amount for this project.

THE STATE OF TEXAS)
)
COUNTY OF EL PASO) **ENGINEERING SERVICES AGREEMENT**
) **FOR PROFESSIONAL SERVICES**
) **(Corcoran (Corky) Park)**

THIS AGREEMENT is made and effective on the last date written on the signature page, by and between the **TOWN OF HORIZON CITY**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**City**”, and **HUITT-ZOLLARS, INC.**, a Texas Corporation, hereinafter referred to as the “**Engineer**”.

RECITALS

WHEREAS, on or about December 9, 1998, based on a process to select a firm based on qualifications, the parties entered into an Engineering Services Agreement (“Initial Agreement”) for the Engineer to provide professional engineering services to the Town of Horizon City on an on-call basis for specific projects, under which Engineer essentially functions as the City Engineer for the City; and

WHEREAS, the Parties have entered into those several agreements, amendments and revisions to the Agreement and/or Amendments for the convenience of the parties, including for multiple park improvement projects proposed for the Capital Improvement Program 2018 (“CIP2018”).

WHEREAS, the Desmond Corcoran (Corky) Park Improvements as described herein (“Project” or “Park Improvements Project”) is proposed under the Capital Improvement Program 2018 (“CIP2018”) and the Engineer shall perform the services described herein as an on-call project.

WHEREAS, the parties now desire to contract for those certain park improvement projects for the Project for professional construction management, construction administration services, including Field Engineering and Inspection Services, as further described herein, which have been determined to be necessary and appropriate; and

WHEREAS, entering into this Agreement is appropriate as the Consultant and subconsultants are qualified, and Consultant was selected through the City’s selection procedure, in accordance with all applicable state and local laws and ordinances.

AGREEMENT

NOW, THEREFORE, for the consideration set forth in this Agreement, City and the Engineer agree to the following terms and conditions.

**ARTICLE I.
ATTACHMENTS**

1.1.1 The below attachments are hereby attached to this Agreement for the construction

management and field engineering and inspection services for the Park Improvements Project and are incorporated herein by reference for all purposes, as follows:

Attachment "A"	Corcoran (Corky) Park Improvements: Construction Phase Scope of Services
Attachment "B"	Insurance certificates

ARTICLE II. PROJECT COVERED UNDER THIS AGREEMENT

2.1 The City hereby agrees to retain the Engineer and the Engineer agrees to perform professional services for the Project to perform professional construction management, construction administration services, including Field Engineering and Inspection Services, as a Professional Engineer for the Parks Improvement Project covered by this Agreement. The Engineer's services shall consist of the Scope of Services as further described in **Attachment "A"**.

2.2 The Engineer shall serve as the City's professional representative in the Project and shall give consultation and advice to the City during the performance of services.

2.3 The City shall provide all available information to the Engineer as to the Project for which Engineer will provide the services for the City.

2.4 The City hereby designates the CIP Manager as the City's representative with respect to the professional services to be provided by the Engineer pursuant to this Agreement. The CIP Manager shall have complete authority to transmit instructions, receive information, interpret and define City's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. The CIP Manager will render written decisions within a five working day time period.

ARTICLE III. ENGINEER FEES AND PROJECTS BUDGET

3.1 PAYMENT TO ENGINEER. The City shall pay for the Engineer's Services for the Parks Improvement Project based on the pre-established rates, in an lump sum amount of One Hundred Thousand Seven Hundred Seventy-Five and No/100 Dollars (\$100,775.00) for the Proposed Construction Management Office Support, AND an amount not to exceed One Hundred Eighty Thousand Three Hundred Eighty Two Dollars and no/100 (\$180,382.00) for Field Engineering and Inspection Fees, for a total Project amount not to exceed Two Hundred Eighty One Thousand One Hundred Fifty Seven and No/100 Dollars (\$281,157.00) as further set forth in **Attachment "A"**. The amounts listed as fees within the detailed breakdowns of the anticipated and estimated services as set forth in **Attachment "A"**, are estimated amounts of the total cost for this Agreement. The amounts listed as fees within the detailed breakdowns of the anticipated and estimated services as set forth in **Attachment "A"**, are estimated amounts of the total contract cost.

3.1 The Mayor may authorize the additional Consultant services for this Agreement in an

amount not to exceed ten percent (10%) of the total estimated Project contract cost. Should further services as identified in “**Attachment G**”, exceeding the cost for this Project, be necessary, such additional services and payment must be approved by the City Council.

3.2 ENGINEER’S SERVICES. The Engineer shall provide Office and Field Engineering Support Services and Field Engineering and Inspection Services for the Project as set forth in “**Attachment A**”.

3.3 ENGINEER’S INVOICES. The Engineer shall bill the City separately for the services under this Agreement not more often than monthly, through written invoices. Invoices shall indicate the costs for the various services.

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total Project budget(s), the total amount(s) authorized for the Engineer, the current invoiced amount(s) and the amount(s) billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of each phase. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

3.3.2 The City agrees to pay invoices for all services performed as soon as reasonably possible, but not later than thirty (30) days from receipt. Upon dispute, however, the City may, upon notice to the Engineer, withhold payment to the Engineer for the amount in dispute only, until such time as the exact amount of the disputed amount due the Engineer is determined. The total amount paid to Engineer shall not exceed Engineer’s fee proposal, except by written amendment to this Agreement, executed by both parties.

3.4 COSTS NOT ENUMERATED. Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Engineer and not passed on to the City or otherwise paid by the City, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.

ARTICLE IV. PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The Construction Management Services for the Parks Improvement Project shall continue through the completion of the Project, and as stated in the Schedule in **Attachment “A”**.

4.2 TERMINATION. This Agreement for the Project may be terminated separately without affecting the any other Agreement or amendment by and between the parties for any other project, as provided herein. In the event of a termination of this Agreement, in whole or in part, the Engineer shall surrender all Project related documents to the City within five (5) business days of the effective date of the termination.

4.2.1 TERMINATION BY CITY. It is mutually understood and agreed by the

Engineer and City that the City may terminate this Agreement, in whole or in part for the convenience of the City, upon **fourteen (14) consecutive calendar days** written notice. It is also understood and agreed that upon such notice of termination, the Engineer shall cease the performance of services under this Agreement. Upon such termination, the Engineer shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the City's notice of termination. City shall compensate Engineer in accordance with this Agreement; however, the City may withhold any payment to the Engineer that is held to be in dispute for the purpose of set-off until such time as the exact amount due the Engineer from the City is determined. Nothing contained herein, or elsewhere in this Agreement shall require the City to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

4.2.2 TERMINATION BY EITHER PARTY. It is further understood and agreed by the Engineer and City that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the City retains the right to immediately terminate this Agreement for default if the Engineer violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the City pursuant to this subsection, the City may withhold payments to the Engineer for the purpose of setoff until such time as the exact amount due the Engineer from the City is determined.

4.2.3 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE. Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement. The provisions set forth in Section 5.2 shall survive the termination of this Agreement and continue to be applicable to the Agreement, unless otherwise specifically agreed to by the Parties.

ARTICLE V. INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. The Engineer shall maintain insurance, as required by the Initial Agreement, during the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

5.1.2 CITY AS ADDITIONAL INSURED. The City shall be named as an Additional Insured on all of the Engineer's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance. The Engineer shall provide to the City any defense provided by the Engineer's general liability insurance policies.

5.1.3 PROOF OF INSURANCE. Upon request from the City, the Engineer shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this Agreement.

5.1.6 GENERAL INSURANCE PROVISIONS. All certificates required herein, or copies thereof, shall be attached hereto and incorporated for all purposes as **Attachment "B"**. All certificates shall also include the name of the project on the corresponding insurance certificate.

5.2 INDEMNIFICATION.

The Engineer agrees to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, directors and employees (collectively, City) against all claims, damages, liabilities or costs, including reasonable attorneys' fees and defense costs in proportion to Engineer's liability, to the extent caused by the Engineer's negligent acts, intentional torts or errors and omissions in the performance of professional services under this Agreement and that of its subcontractors over which Engineer exercises control or anyone for whom the Engineer may legally be held liable for.

The City agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer, its officers, directors, employees and subconsultants (collectively, Engineer) against all damages, liabilities or costs including reasonable attorneys' fees and defense costs, to the extent caused by the City's negligent acts in connection with projects under the Agreement and amendments thereto or anyone for whom the City is legally liable, provided however, the liability of the City shall be subject to its sovereign immunity and the City reserves and does not waive its rights of sovereign immunity and similar rights, including but not limited to any immunity, rights, defenses, and limitations on monetary damages under the Texas Tort Claims Act, as may be amended.

Neither the City nor the Engineer shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence, or for the negligence of others except as is specifically provided for herein.

ARTICLE VI. GENERAL PROVISIONS

6.1 ENGINEER'S QUALITY OF WORK. Services provided by the Engineer under this Agreement shall be performed with the professional skill and care ordinarily provided by competent engineers practicing in El Paso County, Texas and under the same or similar circumstances and professional license, and such work shall be performed as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

6.2 AUDITING RECORDS FOR THIS PROJECT. Engineer's records subject to audit

shall include but not be limited to records which, in the City's discretion, have a bearing on matters of interest to the City in connection with the Engineer's work on the Parks Improvement Project for the City and shall be open to inspection and subject to audit and/or reproduction by City's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Engineer's compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursable expenses, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs as they may apply to costs associated with this Agreement. In those situations where Engineer's records have been generated from computerized data, Engineer agrees to provide City's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The City or its designee shall be entitled, at its expense, to audit all of the Engineer's records related to this Project, and shall be allowed to interview any of the Engineer's employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying (at the City's sole expense) of selected documents from time to time at reasonable times, places and charges to the City if Engineer is making copies for the City under this section at the request of the City.

6.3 SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the City and the Engineer, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

6.4 VENUE. For the purpose of determining the place and the law governing the same, this Agreement is entered into in the Town of Horizon City and in the County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

6.5 GOVERNING LAW. The Engineer shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.

6.6 CAPTIONS. The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

6.7 SEVERABILITY. Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

6.8 NOTICES. Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

To the City: The Town of Horizon City
Ruben Mendoza, Mayor
14999 Darrington Road
Horizon City, Texas 79928

With a Copy to: The Town of Horizon City
Teresa Quezada, PhD., CNU-A
CIP Manager
14999 Darrington Road
Horizon City, Texas 79928

To the Engineer: Huitt-Zollars, Inc.
Attn: Isabel Vasquez, P.E.
5822 Cromo Drive, Suite 210
El Paso, Texas 79912

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

6.9 CONFLICTING PROVISIONS - ATTACHMENTS. Any provision contained in any Attachments to this Agreement or the Initial Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

6.10 ENTIRE AGREEMENT FOR PROJECT. This Agreement, along with the Initial Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral, with respect to the Park Improvement Project defined under this Agreement. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

TOWN OF HORIZON CITY:

Ruben Mendoza, Mayor

Dated: March _____, 2021

ATTEST:

Elvia Schuller
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Bertha A. Ontiveros
Assistant City Attorney

Teresa Quezada, PhD., CNU-A
CIP Manager

ENGINEER:
Huitt-Zollars, Inc.

By: _____

Printed name: _____

Title: _____

Dated: March _____, 2021

(Acknowledgements on the following page)

ACKNOWLEDGEMENTS

**THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §**

This instrument was acknowledged before me on this _____ day of March 2021, by **Ruben Mendoza**, as **Mayor** of the **Town of Horizon City, Texas**.

Notary Public, State of Texas

My commission expires:

**THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §**

This instrument was acknowledged before me on this _____ day of March 2021, by _____, as _____ of **Huitt-Zollars, Inc.**

Notary Public, State of Texas

My commission expires:

Memorandum

To: Michelle Padilla, AICP, CNU-A
Planning Director
Town of Horizon City

From: Isabel Vasquez, PE
Huitt-Zollars, Inc.

Subject: Corcoran "Corky" Park Improvements-Construction Management Services

Date: December 4, 2020

Huitt-Zollars is submitting fee proposal for the Town's consideration for the Corcoran "Corky" Park Improvements Construction Management Services.

Please find the attached Scope of Services and fee breakdown.

Deliverables

Deliverables consist of reviewed submittals, the RPR daily field logs and photos, and Closeout documents, progress meeting minutes, reviewed certified payrolls, and approved Contractor Pay Applications.

Schedule

Upon the Town's authorization to proceed, Huitt-Zollars will perform the tasks as outlined in the Scope of Services. The Contractor's construction schedule is 300 calendar days, Huitt-Zollars will follow the construction schedule.

Compensation

Huitt-Zollars fees of **\$100,775** are proposed **Construction Management Office Support (Lump Sum)** and **\$180,382** for **RPR Inspection Services (Hourly)**. Detailed breakdowns of the fees are enclosed for your review.

Thank you for the opportunity to provide this proposal. Please feel free to call if you have any questions.

Attachment A

TOWN OF HORIZON CITY

CORCORAN "CORKY" PARK IMPROVEMENTS

SCOPE OF SERVICES CONSTRUCTION ADMINISTRATION AND RPR SERVICES

SCOPE OF SERVICES

The Construction Manager shall provide the following Office Administration and Field Construction Management Services for this project:

A. OFFICE CONSTRUCTION ADMINISTRATION SERVICES (LUMP SUM)

1. Provide office construction administration services to include consulting with and advising Owner on resolutions of problems due to actual field conditions encountered; and reviewing shop drawings and submittals from Contractor for compliance with design concepts.
2. Provide the following field support services:
 - a. Conduct pre-construction conference; develop agenda; list of invitees; mail notices; and provide conference minutes.
 - b. Set-up and maintain an electronic project management system (Newforma)
 - c. Make periodic visits to project site at intervals appropriate to various stages of construction to observe the quality of the executed work and report to Owner.
 - d. Issue instructions from Owner to Contractor, through the RPR.
 - e. Provide construction administration and supervise field staff for the project.
 - f. Review and approve shop drawings and submittals.
 - g. Conduct bi-weekly progress meetings and prepare and distribute meeting minutes.
 - h. Provide monthly activities report whether invoice is sent or not.
 - i. Make necessary interpretations and clarifications of Contract Documents.
 - j. Prepare work directive changes (WDC) within 2 working days of change occurrence. Ensure issuance of approved WDC within 5 working days. WDCs shall include Estimate of Probable Cost, the probable impact to time (or lack thereof), and requires the signature of the Owner's Project Administration Manager. Construction Manager shall subsequently negotiate the cost of each Work Directive Change and incorporate such changes to a proposed Change Order, with appropriate documentation attached, for Owner's written acceptance. Construction Manager is not authorized to commit to a final price or time extension without the written acceptance of the Owner in the form of a Change Order. A cost-price analysis shall be submitted with the proposed Change Order. When outside funding agencies are involved, they review and approve change orders for the following: Eligibility of funding; cost-price analysis; compliance with state design

criteria; and environmental determination.

- k. Review and provide decisions as to suitability of work to RPR.
- l. Review and provide decisions as to suitability of work to RPR
- m. Approve amounts of progress payments due to Contractor based on completion of work and recommend issuance of such payments by the Owner. Transmit with Contractor's and Subcontractor's payrolls to Owner. Pay request once the project is greater than 50% complete, the Contractor's redlines will be required and reviewed prior to approving pay request.
- n. Provide substantial completion inspection walk-through of the project with Contractor.
- o. Issue Certificate of Substantial Completion timely. Include punch list items and all other closeout requirements. Submit to Owner for signature. Contractor's Retainage shall not be reduced below 5% without the written consent of the Owner. When outside funding agencies are involved, their approval of this reduction is required.
- p. Perform final inspection of project, recommend acceptance; and provide Certificate of Final Completion, along with a complete closeout package, and submit to Owner's Contracts office timely. An evaluation of Contractor's performance on the project shall be submitted as part of the closeout package.

B. FIELD ENGINEERING AND INSPECTION SERVICES (HOURLY)

Provide a Resident Project Representative (RPR) to perform work in accordance with Suggested Listing of Duties, Responsibilities and Limitations of Authority of Resident Project Representative prepared by Engineer's Joint Contract Documents Committee, and superseded in amended form below:

- a. Review and approve the progress schedule updates and the schedule of Shop Drawing submittals prepared by Contractor. Consult with Construction Manager concerning acceptability.
- b. Attend meetings with Contractor, such as progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
- c. Serve as the liaison with Contractor, working principally through Contractor's superintendent. Report to Construction Manager when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Construction Manager.
- d. Serve as Owner's liaison with Contractor when Contractor's operation affects Owner's on-site operations. Obtain from Owner additional details or information when required for proper execution of the work.
- e. Record date of receipt of Shop Drawing and samples of materials. Submit to Office Construction Manager.
- f. Accompany Contractor to videotape the project corridor before start of construction and after completion to document pre- and post-project conditions.
- g. Advise Contractor he may not commence any Work requiring a Shop Drawing or sample if the submittal has not been approved.
- h. Conduct on-site observations of the Work in progress. Advise the Construction Manager if the

Work is, in general, proceeding in accordance with the Contract Documents.

- i. Notify the Construction Manager whenever Work is believed to be unsatisfactory, faulty, defective, not in conformance with the Contract Documents, damaged, or not meeting the requirements of any inspection, test or approval required to be made; and advise the Contractor of Work that Construction Manager believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
- j. Verify that test, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and the Contractor maintains adequate records thereof; and observe, record and report to the Construction Manager appropriate details relative to the test procedures and start-ups.
- k. Schedule field compliance tests and retests, confirm that these tests are conducted in the presence of the appropriate personnel; observe, record and report the appropriate test results. Maintain records of failed tests.
- l. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, and record the results of these inspections and report to Construction Manager.
- m. Ensure Wage Rates are posted on site. Ensure all payrolls from prime and subcontractors are submitted with each monthly pay request as a condition precedent to approval and perform quality assurance reviews, as well as periodic interviews of various contractor employees on site. QA consists of performance of a representative number of checks of each prime and subcontractor payroll against the wage scale. Highlight the employee rates checked before turning over reports with payrolls each month. Ensure NPDES Permit and SW3P is posted at site and followed by Contractor. Ensure Notice of Termination is included with the close-out package.
- n. Consider and evaluate Contractor's suggestions for modifications to drawings or specifications and transmit recommendations to Engineer. Notify Contractor of the decision.
- o. Maintain for use at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, Contract Documents including all Addenda, Work Directive Changes, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
- p. Keep a daily log recording Contractor's hours on the job site, weather conditions, equipment on site where applicable, data relative to questions about Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail, as in the case of the observing test procedures. Send copies to Construction Manager.
- q. Record names, addresses and telephone numbers of all Contractor, subcontractors and major suppliers of materials and equipment.
- r. Prepare monthly reports of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawings and sample submittals. Submit reports with invoices and payrolls on a monthly basis.
- s. Notify Owner in advance of scheduled major tests, inspections, or start of important phases of the Work. Coordinate with Owner's operations staff.
- t. Obtain backup material from Contractor and prepare proposed Work Directive Changes, Change Orders, and Field Orders and forward to Office Construction Manager for negotiation.

- u. Notify Owner immediately upon the observation or notification of any accident.
- v. Review and recommend approval of payment requests by:
 - 1. Reviewing and approving the Contractor's estimate of the amount of work completed to date.
 - 2. Reviewing the Contractor's estimate of stored materials delivered to the job site but not incorporated in the Work completed to date. Ensure invoice for materials is attached.
 - 3. Ensure receipt in next month's pay application of paid invoice for stored materials approved in previous month's application for payment.
 - 4. Ensure the Contractor and Subcontractor payrolls accompany each request. Check for compliance with Wage Rate Schedule, perform periodic Employee Site Interviews using attached *Record of Employee Interview* form, Exhibit D. Turn in to Owner bi-monthly.
- w. During the course of the Work, review certificates, maintenance and operation manuals and other data required to be assembled and furnished by the Contractor that are applicable to the items actually installed and are in accordance with the Contract Documents. Forward this material to Office Construction Manager prior to issuance of Certificate of Substantial Completion to the Contractor.
- x. Recommend issuance of Certificate of Substantial Completion. Attach a list of observed items (punch list) requiring completion or correction.
- y. Attend final inspection in the company of Construction Manager, Owner, and Contractor and prepare a final list of items to be completed or corrected.
- z. Ensure that all items on final list have been completed or corrected and make recommendations to the Construction Manager to issue the Certificate of Final Completion for Owner's signature.
- aa. Limitations of Authority. Resident Project Representative:
 - 1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Construction Manager.
 - 2. Shall not exceed limitations of Construction Manager's authority as set forth in the Agreement or the Contract Documents.
 - 3. Shall not undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent.
 - 4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
 - 5. Shall not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the Work.
 - 6. Shall not accept Shop Drawing or sample submittals from anyone other than Contractor.
 - 7. Shall not authorize Owner to accept the Project in whole or in part.

8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Construction Manager.

C. SUBCONSULTANT SERVICES

Not included in this contract.

D. OWNER'S SERVICES

None

DESMOND CORCORAN "CORKY" PARK IMPROVEMENTS

CONSTRUCTION PHASE SERVICES

PRIME CONSULTANT:
HUITT-ZOLLARS, INC.

December 4, 2020

1	DIRECT LABOR	MANHOURS	RATE/HOUR	COST	TOTAL
LABOR: OFFICE AND CONSTRUCTION SUPPORT					
	Principal in Charge - Isabel Vasquez, PE	2	\$250.00	\$500	
	Construction Manager - Roxanna Rivera, P.E.	270	\$175.00	\$47,250	
	Engineer Intern-Luis Valdez, EIT	389	\$115.00	\$44,735	
	Resident Project Representative - Lalo Cordero	10	\$130.00	\$1,300	
	CAD/Tech - Josh Klages	8	\$85.00	\$680	
	Project Support - Mercy Kieffe	62	\$85.00	\$5,270	
	TOTAL MANHOURS	741			\$99,735
2 DIRECT COSTS					
	OUTSIDE PRINT. & REPRO. (REPORTS, PHOTOS)			\$100.00	
	MILEAGE @ \$0.58/MILE: To City @ 60 mi/trip 27 trips (Deliveries/Mtgs)			\$939.60	
	Engineer to Site @ 60 mi/trip 22 (Site Visits); 2 (Res. Contr prblms); 2 (substn/final); 1 (Pre-Construction)= 27 trips				
	TOTAL DIRECT COSTS				\$ 1,040
3 SUBTOTAL CONTRACT COST, SUMMATION OF ITEMS 5-6 (OFFICE AND CONSTRUCTION SUPPORT)					\$100,775
4	DIRECT LABOR	MANHOURS	RATE/HOUR	COST	TOTAL
LABOR: Field Engineering/Inspection Services					
	Resident Project Representative - Lalo Cordero	1330	\$130.00	\$172,900	
	TOTAL MANHOURS	1330			\$ 172,900.00
5 DIRECT COSTS					
	MILEAGE @ \$0.58/MILE:			\$7,482.00	
	RPR to Site @ 60 mi/trip = 215 trips				
	TOTAL DIRECT COSTS				\$ 7,482.00
6 SUBTOTAL CONTRACT COST, SUMMATION OF ITEMS 8-11 (FIELD ENGINEERING AND INSPECTION)					\$ 180,382.00
7 TOTAL CONTRACT COST					\$ 281,156.60

DESMOND CORCORAN "CORKY" PARK IMPROVEMENTS

CONSTRUCTION PHASE SERVICES

MANHOUR ESTIMATE

12/04/20

Task	Description	PIC/QC	Construction Manager	Engineer Intern	Resident Project Representative	CADD	Project Support	Total Hours
		Isabel Vasquez \$ 250.00	Roxanna Medina \$ 175.00	Luis Valdez \$ 115.00	Lalo Cordero \$ 130.00	Josh Klages \$ 85.00	Mercy Kieffe \$ 85.00	
Construction Phase Services								
B	Office and Field Engineering							
1	Office & Field Engineering Support Services							
	a. Prepare and conduct a pre-construction meeting, prepare minutes		3	4			1	8
	b. Set-up and maintain electronic management system. (Newforma)		20	20			20	60
	c. Make periodic visits to project site (20 visits total; 3 hours per visit)		30	30				60
	d. Issue instructions from owner to contractor thru RPR		32					32
	e. Provide construction administration and supervise field-engineering staff for the project. (5 hrs/wk for 40 weeks)		40	120				160
	f. Review Shop Drawings and submittals		8	24				32
	g. Conduct bi-weekly progress meetings and prepare and dist. minutes (22 mtgs. @ 3.0 hrs/mtg)		40	60			16	116
	h. Provide monthly activities report (10 reports @3.0 hrs./report)		10	24			12	46
	i. Make necessary interpretations and clarifications of contract documents		16	8				24
	j. Answer and respond to RFIs from contractor. Coordinate with Site Southwest on RFIs.		16	24				40
	k. Review and prepare work directive changes (WDC), negotiate with Contractor, prepare cost-price analysis, coordinate with agencies		12	24		4	8	48
	l. Review and provide decision as to suitability of work to RPR		8	24				32
	m. Approve amounts of progress payments due to Contractor (10 x 2 hr / ea)		20		10			30
	n. Provide substantial completion inspection walk-thru		6	8				14
	o. Issue engineer's certificate of substantial completion		1	3			1	5
	p. Perform final inspection of project; prepare engineer's certificate of final completion; close out package; and evaluation of contractor's performance.	2	8	16		4	4	34
Sub-totals		2	270	389	10	8	62	741
Sub-cost		\$ 500	\$ 47,250	\$ 44,735	\$ 1,300	\$ 680	\$ 5,270	\$ 99,735
C	Field Engineering and Inspection Services							
	(8 hrs/day for 30 working days 6 hrs/day for 175 working days; 4 hrs/day for 10 days)				1330			1330
Sub-totals		0	0		1330	0	0	1330
Sub-cost		\$ -	\$ -		\$ 172,900	\$ -	\$ -	\$ 172,900
Total Man-hours		2	270	389	1340	8	62	2071
Total Cost		\$ 500	\$ 47,250	\$ 44,735	\$ 174,200	\$ 680	\$ 5,270	\$ 272,635
		Prin.	Project Manager	Project Engineer	Resident Project Representative	CADD	Project Support	Total Hours

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE TOWN OF HORIZON CITY, TEXAS, CHAPTER 6, HEALTH AND SANITATION, ARTICLE 3, TOBACCO PRODUCTS, TO ADD THE FOLLOWING: DIVISION 3.03, PUBLIC PLACES AND WORKPLACE SMOKING REGULATIONS TO PROHIBIT SMOKING OF TOBACCO PRODUCTS AND ELECTRONIC SMOKING; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; REPEALER; SEVERABILITY; PROPER NOTICE AND HEARING; THE PENALTY BEING AS PROVIDED HEREIN, CREATING A MISDEMEANOR PUNISHABLE BY A FINE NOT TO EXCEED \$500.00.

WHEREAS, the U.S. Surgeon General found in 2006 that involuntary exposure to tobacco smoke (“secondhand smoking”), also sometimes referred to as environmental tobacco smoke (“ETS”), causes disease and premature death in children and adults, increase the risk of sudden infant death syndrome, respiratory illnesses and slow lung growth, causes adverse effects on adults’ cardiovascular system resulting in coronary heart disease and lung cancer, and in 2010 further determined even occasional exposure and low level exposure lead to disfunction and inflammation in blood vessel lining leading to heart attacks and strokes;

WHEREAS, over 2.5 million nonsmokers have died of diseases related to secondhand smoke according to a 2014 US. Surgeon General report;

WHEREAS, establishing smoke-free workplaces is very effective in ensuring that secondhand smoke exposure does not occur in workplaces because ventilation and other air cleaning technologies are insufficient to control secondhand smoke and its effects, and peer reviewed studies show that smoke-free workplace policies do not have an adverse economic impact on hospitality industry;

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

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

WHEREAS, the City Council finds that the costs and fees provided for in this ordinance reflect the costs of issuing permits and providing the regulated services.

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

I. ENACTMENT OF AMENDMENTS

Pursuant to Sections 51.001 and 51.012 of the Texas Local Government Code, the City Council of the Town of Horizon City hereby enacts and adopts this Ordinance to amend Chapter 6 of the Municipal Code, which chapter regulates health and sanitation within the territorial limits of the Town of Horizon City and related matters, to amend Article 3, Division 3.03 relating to tobacco products on public property and in workplaces.

ARTICLE 3, TOBACCO PRODUCTS

DIVISION 3.03, PUBLIC PLACES AND WORKPLACE SMOKING REGULATIONS

Sec.3.03.001 Purpose.

The purpose of this chapter is to (1) improve and protect the public's health by eliminating smoking in public places and places of employment, and certain outdoor areas; (2) guarantee the right of nonsmokers to breathe smoke-free air; and, (3) recognize that the need to breathe smoke-free air shall have priority over the choice to smoke.

Sec. 3.03. 002 Definitions.

The following words and phrases, whenever used in this division, shall be construed as defined in this section:

"Bar" means an establishment or area which is devoted primarily to the serving of alcoholic beverages for consumption by guests on the premises and in which the serving of food or other products is only incidental to the consumption of such beverages. A "bar" includes those facilities located within a hotel, motel or other similar transient occupancy establishment, or a tavern, nightclub, cocktail lounge, cabaret, comedy club.

"Business" means any sole proprietorship, partnership, joint venture, corporation or other business entity formed for profit-making purposes, including retail establishments where goods or services are sold as well as professional corporations and other entities where legal, medical, dental, engineering, architectural or other professional services are provided.

"Commercial Center" means a planned and designed commercial development providing for the sale of general merchandise and/or convenience goods and services, including but not limited to a variety store, discount store or supermarket, a small cluster of convenience shops or services, or a regional commercial center that provides for the sale of general merchandise, apparel, furniture, home furnishings, and other retail sales and services in full depth and variety.

“Commercial Center Common Area” means an enclosed or semi-enclosed used by the general public such as a walkway, hall area, mall, or other common area that serves to connect retail or professional establishments.

"E-cigarette" or "e-hookah" means any electronic oral device or nicotine delivery device, such as one composed of a heating element, battery, and/or electronic circuit, which provides a vapor of nicotine or any other substance, and the use or inhalation of which simulates smoking. The term shall include any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, hookah pen or under any other product name or description.

"Employee" means any person who is employed by or engaged under contract by any employer in consideration for direct or indirect monetary wages or profit in exchange for services provided, and any person who volunteers his or her services for an employer as defined in this division.

"Employer" means any person, partnership, corporation, including a municipal corporation, or nonprofit entity which employs or contracts the services of one or more individual persons or uses the volunteer services of one or more individual persons.

"Enclosed area" means all space between a floor and ceiling which is enclosed on all sides by solid walls or windows (exclusive of door or passage ways) which extend from the floor to the ceiling, including all space therein screened by partitions which do not extend to the ceiling or are not solid, and including, but not limited to, a retractable divider, garage door, other physical barrier, whether temporary or permanent. The term does not include semi-enclosed areas or outdoor areas as defined in this code.

"Food establishment" means any food product or food service establishments, and any place where food is prepared and intended for individual portion service, and includes the site at which individual portions are provided. The term includes any such place regardless of whether consumption is on or off the premises and regardless of whether there is a charge for the food, including but not limited to mobile food establishment, outdoor market and child care, adult care facilities or health care facilities whether temporary, recurrent or seasonal. The term includes a commercial establishment in which food is manufactured, packaged, stored or distributed for human consumption. The term does *NOT* include private homes where food is prepared or served for individual family consumption.

"Mobile food establishment" means a vehicle-mounted food handling establishment designed to be readily movable.

"Outdoor market" means establishment that has obtained a permit for a year or less under the Town of Horizon Code at which seasonal sales of prepackaged non-potentially hazardous foods such as uncut fruits, vegetables and legumes is allowed on a temporary, recurrent or seasonal basis (but not permanent) either (a) on private property with written consent from the

owner or (b) on public property with written consent of the governmental entity with jurisdiction over such property. No foods may be sold, offered for sale or exposed for sale on any portion of the property that is located within one hundred feet of the closest edge of the paved portion of an arterial street. For the purpose of this section, "temporary" is a permitted one day event; "recurrent" is an permitted operation on Fridays, Saturdays, Sundays and national holidays as observed by the city; "seasonal" is a permitted special event for no more than five consecutive days over a period of no more than six consecutive months in conjunction with a regularly occurring event, on a weekly or monthly basis.

"Restaurant" means an establishment which sells prepared food for consumption on or off premises, including but not limited to fast food (food already prepared for consumption, packaged in paper, Styrofoam or similar materials, may include drive-in or drive-up facilities for ordering).

"Health care facility" means an office or institution providing care or treatment of diseases, whether physical, mental, or emotional, or other medical, physiological, or psychological conditions, including but not limited to, hospitals, rehabilitation hospitals or other clinics, including weight control clinics, nursing homes, long-term care facilities, homes for the aging or chronically ill, laboratories, and offices of physicians, chiropractors, physical therapists, psychiatrists, dentists, and all specialties within these professions. This definition shall include, but not be limited to, all waiting rooms, hallways, private rooms, semiprivate rooms, and wards within such health care facilities.

"Outdoor Area" means land areas that are not occupied by buildings, structures, parking areas, streets, or required yards which may be devoted to landscaping, preservation of natural features, patios, recreation area and facilities.

"Park" means city park and park facilities as set forth in the Town of Horizon City Code, Article 1.10, Parks and Recreation, as amended, namely, any property in the city that is designated, set aside or operated by the city for public recreational purposes, whether dedicated or developed as a park or not, or that is located in any street right-of-way and is maintained as public open space, including all buildings, recreation facilities, playgrounds, parking lots, driveways, pathways, trails and other areas within a park, to include scenic drive, and any sports pavilions, stadiums, amphitheaters or similar facilities owned or operated by the town. Designation of property as a city park pursuant to this subsection is solely for the purposes of identifying areas governed by this chapter and shall not be construed to be a dedication of any property as a park.

"Place of employment" means any enclosed area under the control of a public or private employer which employees normally frequent during the course of employment, including, but not limited to, work areas, employee lounges and restrooms, conference or meeting rooms, classrooms, employee cafeterias and hallways, or vehicle that is used in the conduct of business. A private residence is not a "place of employment" unless it is used as a child care, adult day

care or health care facility or there is an employee present other than the occupant of the residence.

"Playground" means any park or recreational area that is designed in part to be used by children and that has play or sports equipment installed or that has been designated or landscaped for play or sports activities, or any similar facility located on public or private school grounds or on city property.

"Private club" means an organization, whether incorporated or not, which is the owner, lessee, or occupant of a building or portion thereof used for club purposes, which is operated solely for a recreational, fraternal, social, patriotic, political, benevolent, or athletic purpose, but not for monetary gain, and which only sells alcoholic beverages incidental to its operation. The affairs and management of the organization are conducted by a board of directors, executive committee, or similar body chosen by the members at a duly held meeting and has established bylaws and/or a constitution to govern its activities, and has been granted an exemption from the payment of federal income tax as a club under 26 U.S.C. Section 501.

"Private place" means any enclosed area to which the members of the general public are not invited or in which the public is not permitted, including but not limited to, personal residences; private clubs or personal automobiles used for personal use. A privately-owned business, open to the public, is not a "private place."

"Retail tobacco store and smoking establishment" means a retail store or establishment utilized primarily for the sale and use of tobacco and smoking products and accessories and in which the sale of other products is merely incidental.

"Restaurant" means any eating establishment, including but not limited to, coffee shops, cafeterias, sandwich stands, private and public school cafeterias, which gives or offers food for sale to the public, guests or employees, as well as kitchens and catering facilities in which food is prepared on the premises for serving elsewhere. The term "restaurant" shall include a bar area within the restaurant.

"Semi-enclosed Area" means an outdoor area which is enclosed only on one or more sides but is open to the outdoors, open space or air, including a patio, hallway, etc.

"Service line" means any indoor or outdoor line at which one or more persons are waiting for or receiving service of any kind, whether or not such service involves the exchange of money.

"Smoking" means inhaling, exhaling, burning or carrying any lighted or heated cigar, cigarette, pipe, e-cigarette, e-hookah, weed, plant or combustible substance in any manner or in any form, including any device that allows for combustion or conduction of a product for the purpose of inhaling smoke or vapor.

"Sports facilities" means gymnasiums, health spas, boxing arenas, swimming pools, roller and ice rinks, bowling alleys and other similar places where members of the general public assemble either to engage in physical exercise or activities, participate in athletic competition, or witness sporting events, whether enclosed indoors or outdoors, but not a private club or private place.

Section 3.03.010 - Prohibition of smoking in public places.

- (a) Smoking shall be prohibited in all enclosed areas of public places within the city, and within twenty feet of the entrance of such places, including, but not limited to, the following; except, for certain city facilities, those specified outdoor areas specifically designated as smoking areas by the city's mayor, chief administrative officer or designee or unless certain areas are designated by property owner as smoking area in accordance with Section 3.03.030:
1. Bars and billiard halls.
 2. Buses, enclosed or semi-enclosed bus stops, bus terminals, taxicabs, shuttle vehicles, or and other transit facilities and means of public transit under the authority of the city (except for city property to which the city has contractually released a leasehold interest), as well as ticket, boarding, and waiting areas of all transit facilities;
 3. Business enclosed areas, including, but not limited to, those of nonprofit entities, retail, restaurants, food establishments, etc.
 4. Child care and adult day care facilities.
 5. Elevators;
 6. Food establishments;
 7. Galleries, libraries, and museums;
 8. Health care facilities;
 9. Lobbies, hallways, and other common areas in apartment buildings, condominiums, trailer parks, retirement facilities, nursing homes, and other multiple-unit residential facilities, whether enclosed, semi-enclosed or open spaces, and subject to Section Sec. 3.03.012.
 10. Public places
 11. Restaurants and food establishments
 12. Retail stores and shopping common areas;
 13. Restrooms, lobbies, reception areas, hallways and any other common-use areas;
 14. Service lines;
 15. Sports facilities;
 16. Any facility which is primarily used for exhibiting any motion picture, stage, drama, lecture, musical recital or other similar performance, except that performers may smoke when the smoking is part of a stage production;

17. Every room, chamber, place of meeting or public assembly, including school buildings and other public agency under the control of any board, council, commission, committee, including joint committees, or agencies of the city, to the extent such place is subject to the jurisdiction of the city or which the public agency has designated as a non-smoking area;
 18. Similar areas available and customarily used by the general public in business and non-profit entities patronized by the public, including, but not limited to, professional offices, banks, laundromats, bingo halls, billiard halls, polling places, etc.
- (b) All ashtrays and other smoking paraphernalia shall be removed from any area by the owner, operator or manager or other person having control of the area where smoking is prohibited.

Section 3.03.011 Prohibition of smoking in places of employment.

- (a) Except as herein provided, smoking shall be prohibited in every place of employment.
- (b) It shall be the responsibility of employers to provide a smoke-free workplace for all employees.

Sec. 3.03.012 Additional declaration of establishments as non-smoking.

- (a) Notwithstanding any other provision of this division, any owner, operator, manager or other person who controls any establishment, facility or outdoor area may declare that the entire establishment, facility or outdoor area is a nonsmoking place. Smoking shall be prohibited in any place in which a sign conforming to the requirements of Section 3.03.040 is posted.
- (b) Every room, chamber, place of meeting or public assembly, including school buildings and other public agency under the control of any board, council, commission, committee, including joint committees, or agencies of the city, to the extent such place is subject to the jurisdiction of the city, or the public agency voluntarily establish local cooperating procedures in cooperation and compliance with this division.

The city shall request other governmental agencies and educational institutions having facilities within the city limits to establish local cooperating procedures in cooperation and compliance with this division. This includes urging all federal, state, county, school districts, and special districts such as water or fire districts to update their existing smoking control regulations to be consistent with current health findings regarding secondhand smoke.

3.03.020 - Application of article to certain city-owned facilities.

Except for those outdoor areas designated as smoking areas by the mayor, chief administrative officer or designee, all city-owned enclosed areas and city-owned outdoor facilities, not subject

to a leasehold interest provided to a non-city person or entity, shall be non-smoking at all times, including, but not limited to, the following places:

- (a) Parks and playgrounds.
- (b) In and within twenty-five (25) feet from the entrance of all outdoor public transportation facilities under the authority of the city.
- (c) Within twenty-five (25) feet from outside entrances, operable windows and ventilation systems of enclosed areas where smoking is prohibited so as to ensure tobacco smoke does not enter those areas.
- (d) Parking lots.

Section 3.03.030 Places Where Smoking Is Not Regulated - Private and public places.

- (a) Notwithstanding any other provision of this chapter to the contrary, the following areas shall not be subject to the smoking restrictions of this chapter:
 1. Private residences, except when used as a child care, adult day care or health care facility;
 2. No more than twenty-five percent of hotel and motel rooms rented to guests;
 3. Retail tobacco stores and smoking establishments in isolated or contained physical facilities with isolated venting and air controls;
 4. Outdoor areas
 5. Semi-enclosed areas or outdoor areas of restaurants and bars designated as smoking areas by the business owner
 6. Outdoor places of employment except those city owned facilities designated in Section 3.03.020.
 7. Retail tobacco stores, provided however that smoke from these places do not infiltrate into areas where smoking is prohibited.
 8. Outdoor areas designated as smoking areas by the mayor, chief administrative officer or designee for certain city facilities.

Section 3.03.040 Signs, Posting of signs.

- A. The owner, manager or other person having control of such building or other area where smoking is prohibited by this chapter shall have a conspicuously posted sign at each entrance clearly stating that smoking is prohibited within the building or other areas where smoking is prohibited.
- B. Such "No Smoking" signs shall have bold lettering of not less than one inch in height, or the international "No Smoking" symbol (consisting of a pictorial representation of a burning cigarette enclosed in a circle with bar across it) may be used.

Sec. 3.03.050 Enforcement.

- A. Enforcement of this chapter shall be implemented by the city code enforcement, and the city's police department. The city may enter into an interlocal agreement to have local fire agencies other governmental entities enforce this ordinance.
- B. Any person may register a complaint under this chapter to initiate enforcement with the city's department of planning, code enforcement division, or the city's police department.
- C. It shall be an affirmative defense to prosecution of an owner, manager or other person having control of an establishment regulated by this chapter if the owner, manager or other person having control of an establishment regulated by this chapter asks a smoker to stop smoking and if the smoker does not cease smoking inside that establishment regulated by this chapter, the owner, manager or other person having control of an establishment regulated by this chapter shall place a no smoking sign on the table and shall contact the departments identified in this code.

Sec. 3.03.060 Nonretaliation.

No person nor employee shall discharge, refuse to hire or in any manner retaliate against any employee, applicant for employment or customer because such employee, applicant or customer exercises any right to a smoke free environment afforded by this chapter.

Section 3.03.070 Violations and penalties.

- (a) It shall be unlawful for an owner, manager or other person having control of an establishment regulated by this chapter to fail to comply with all of its provisions, except for violations noted in Section 3.03.070(b).
- (b) It shall be unlawful for any person to smoke in any area where smoking is prohibited by the provisions of this chapter.
- (c) Any person who violates any provision of this chapter shall be guilty of an infraction, punishable by:
 - 1. Any person who violates any provision of this chapter shall be guilty of an infraction punishable by a fine not exceeding one hundred dollars (\$100.00);
 - 2. Any person who violates any provision of this chapter within one year of receiving a fine under this Section 3.03.70(c)(1), shall be guilty of an infraction punishable by a fine not to exceed two hundred dollars (\$200.00);
 - 3. Any person who violates any provision of this chapter within one year of receiving a fine under this Section 3.03070 (c)(2), shall be guilty of an infraction punishable by a fine not to exceed five hundred dollars (\$500.00).

Sec. 3.03.100 Other applicable laws.

This division shall not be interpreted nor construed to permit smoking where it is otherwise restricted by other applicable laws.

II. FINDINGS OF FACT

That this ordinance was duly enacted with all requisites and formalities incident thereto the enactment of ordinance, and such is evidenced by the signatures below; and further that the foregoing recitals are incorporated into this ordinance by reference as findings of fact as if expressly set forth herein.

III. REPEALER

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

This ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect 60 days from and after the date of its final passage and adoption.

VI. PROPER NOTICE AND MEETING

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

PASSED AND APPROVED this the ____ day of _____, 2021, by a vote of __ (ayes) to __ (nays) to __ (abstentions) of the City Council of Horizon City, Texas.

Town of Horizon City

Ruben Mendoza, Mayor

ATTEST:

Elvia Schuller, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Bertha A. Ontiveros
Assistant City Attorney

Michelle Padilla, AICP, CNU-A
Planning Director

First Reading: 2/9/2021

Second Reading: 3/9/2021

ORDINANCE NO. 0260 AMENDMENT NO. 01

AN ORDINANCE AMENDING ORDINANCE NO. 0260 (AMENDMENT NO. 01) OF THE TOWN OF HORIZON CITY, ADOPTING THE MUNICIPAL BUDGET FOR THE 2020-2021 FISCAL YEAR, TO ALLOW FOR THE BUDGETING AND EXPENDITURE OF FUNDS FOR TAX INCREMENT REINVESTMENT ZONE SERVICES AND EXPENDITURES; AND PROVIDING FOR REPEALER AND SEVERABILITY CLAUSES.

WHEREAS, an Ordinance was enacted on the 8th day of September 2020, which adopted a budget for the fiscal year of October 1, 2020 to September 30, 2021 for the Town of Horizon City; and

WHEREAS, it is now necessary to amend said budget for municipal purposes to add the transfer of funds from Prior Year Surplus funds in the FY2020-2021 Budget to increase the available funds by \$88,000 for the City Engineer line item and \$10,500 for Contract Labor line item and \$16,000 for Legal line item in the Development Services Department Budget for the services relating to the Tax Increment Reinvestment Zone services and expenditures, as this funding and expenditures necessary to provide these services were not included in the budget.

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

1. FINDINGS OF FACT

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

2. BUDGET AMENDMENT

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

3. REPEALER

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

4. SEVERABILITY

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

5. PROPER NOTICE & MEETING

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

PASSED & APPROVED this, the _____ day of _____, 2021, by a vote of ___ (ayes) to ___ (nays) to ___ (abstentions) of the City Council of Horizon City, Texas.

TOWN OF HORIZON CITY:

by: _____
Ruben Mendoza, Mayor

ATTEST:

Elvia Schuller, City Clerk

APPROVED AS TO FORM:

Bertha A. Ontiveros, Assistant City Attorney

First Reading: February 9, 2021

Second Reading: March 9, 2021

ATTACHMENT A
BUDGET FUND TRANSFER

DRAFT

**TOWN OF HORIZON CITY
2021 BUDGET AMENDMENT 01
GENERAL FUND
EXHIBIT A**

Line No.	Description	Amount
	<u>Tax Increment Reinvestment Zone (TIRZ)</u>	
1	Legal Fees	16,000.00
2	City Engineer	88,000.00
3	Consulting	10,500.00
4	Total Proposed	<u>114,500.00</u>
	<u>Revenue</u>	
5	01-400-4600 - Prior Year Fund Surplus	114,500.00
	<u>Expense</u>	
6	01-509-5160 - City Engineer - Contracted	88,000.00
7	01-509-5200 - City Attorney	16,000.00
8	01-509-5410 - Contract Labor	10,500.00

ELITE MEDICAL TRANSPORT
REQUEST FOR CARES FUNDS

Product Description	Pre-Covid Pricing			Product Description	Post-Covid Pricing			Requested		
	Price	Qty	UOM		Price	Qty	UOM	Difference	Qty	Amount
<u>Medication</u>										
Atrovent	8.37	1	Box of 30	Respiratory Medication	16.12	1	Box of 30	7.75	2	15.50
Albuterol	6.02	1	Box of 30	Respiratory Medication	8.92	1	Box of 30	2.90	5	14.50
Solumedrol	13.72	1	Box of 25	Respiratory Medication	14.21	1	Box of 25	0.49	1	0.49
<u>Personal Protection Equipment</u>										
Protégé Nitrile Exam Gloves, Large	5.36	1	Box	Black Fire Nitrile Gloves, Large	55.00	1	Box	49.64	60	2,978.40
Protégé Nitrile Exam Gloves, Medium	5.36	1	Box	Black Fire Nitrile Gloves, Medium	55.00	1	Box	49.64	60	2,978.40
Protégé Nitrile Exam Gloves, Small	5.36	1	Box	Black Fire Nitrile Gloves, Small	55.00	1	Box	49.64	60	2,978.40
Protégé Nitrile Exam Gloves, X-Large	5.36	1	Box	Black Fire Nitrile Gloves,X- Large	55.00	1	Box	49.64	60	2,978.40
<u>Other Equipment</u>										
O2-Max Trio CPAP with Adj FiO2 Generator										2,600.00
Circulaire II Aerosol Drug Delivery System										644.00
Flow-Safe II+ BiLevel CPAP System										2,640.00
Total										<u>17,828.09</u>

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**SUBRECIPIENT/SUBCONTRACTOR
CARES FUNDS AGREEMENT**

This Agreement (“**Agreement**”) is effective as of the date it is signed by both Parties (“**Effective Date**”) and is between the Town of Horizon City, a home rule municipality, (the “**City**”) and Elite Medical Transport of Texas, LLC, a Texas limited liability company (“**Subcontractor**”). Subcontractor and City may be referred to singularly as a “**Party**” or collectively as “**Parties.**” The Parties agree to all the recitals, terms, conditions, and representations contained in this Agreement.

WHEREAS, Coronavirus Disease 2019 (“**COVID 19**”) is a virus identified as the cause of an outbreak of respiratory illness detected in the United States; and

WHEREAS, by March 13, 2020, after the Centers for Disease Control affirmed COVID19 as a global pandemic, the President of the United States, the Governor of Texas and both the El Paso County Judge and Mayor of the Town of Horizon City, declared the COVID-19 pandemic as a disaster in their respective overlapping jurisdictions and which such declaration of disaster continues; and

WHEREAS, the Governor of Texas and both the El Paso County Judge and Town of Horizon City have issued further orders and ordinances from time to time regarding the operation of both essential and non-essential businesses in response to the COVID-19 disaster; and

WHEREAS, these orders, while having a positive effect of slowing the rate of transmission of COVID-19, adversely affected the emergency services, businesses and the workforce in the Town of Horizon City and in the County of El Paso; and

WHEREAS, the City has received funds from the County of El Paso (“**County**”) from the Coronavirus Aid, Relief and Economic Security Act (“**CARES Act**”) administered by the United States Department of Treasury (“**Granting Agency**”) for the Coronavirus Relief Fund program (“**Program Funds**”) through an Interlocal Subrecipient Grant Agreement dated July 14, 2020 for the distribution of such Program Funds, including and as amended by a First Amendment dated October 27, 2020 and a Second Agreement approved on November 23, 2020 which authorizes the City to subcontract with vendors, organizations, non-profits and businesses on Covid-19 related matters (collectively, “**Interlocal Subrecipient Agreement**”); and

WHEREAS, the Subcontractor is a provider of emergency ambulance services in Horizon City and surrounding areas of El Paso County, and funds allocated to be used by Subcontractor in this Agreement for additional equipment to assist the Subcontractor with COVID-19 response and remediation in Horizon City and surrounding areas are necessary expenditures incurred to provide such emergency ambulance response and related medical services due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19); and

WHEREAS, the CARES Act funds used in this Agreement are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); and

WHEREAS, the CARES Act funds used in this Agreement were not accounted for in the budget most recently approved by the Town of Horizon City; and

WHEREAS, the expenditures under this Agreement will be incurred during the period that begins on February 9, 2021, and ends on December 30, 2021.

WHEREAS, the City finds that the funds distributed under the Program Scope of this Agreement, attached hereto as **Attachment A** and made a part hereof for all purposes (the “**Program Scope**”) are necessary expenditures and are consistent with the CARES Act; and

WHEREAS, on May 28, 2020, May 4, 2020, April 22, 2020, June 30, 2020 and September 2, 2020, the Granting Agency issued guidance and provided that CARES Act funds may be used for programs aimed at assisting small businesses with the costs of business interruption caused by required closures, tailored to assist those businesses in need of such assistance; and

WHEREAS, the City has identified and determined that collaborating with the Subcontractor and allocating Program Funds for the Program Scope serves a municipal purpose will help provide and distribute immediate food assistance to residents of Horizon City and protect the public health and safety of the City’s residents; and

NOW THEREFORE, the City and the Subcontractor, in consideration of the terms, conditions, and covenants contained in this Agreement, hereby agree as follows:

I. OBLIGATIONS Section A. Program Scope and Term

1. Subcontractor expressly agrees to comply with all of the terms and conditions of the Program Scope, **Attachment A**, attached hereto and referenced herein or all purposes. The Subcontractor will be responsible for repaying the City any funds that the Subcontractor expends in violation of any provisions under this Agreement, including the OMB Requirements, the Program Requirements, and the Granting Agency Requirements and the Interlocal Subrecipient Agreement, **Attachment B**, attached hereto and referenced herein for all purposes, but only to the extent provided in the Program Scope. Notwithstanding any provision to the contrary herein, the Subcontractor will not be liable for the repayment of any funds (i) that were distributed in accordance with Program Funds requirements in effect and provided to the Subcontractor by the City as of the date of distribution; or (ii) if the Program Scope is found by the Granting Agency to be ineligible, provided that the Subcontractor will immediately cease any activities under the Program Scope upon notification by the City, notification by the Granting Agency, the County or actual knowledge by the Subcontractor that the Program Scope has been disallowed. Upon a change in the Program Fund Requirements in effect as of the date hereof, the Subcontractor will be liable for repaying any funds in violation of the revised Program Fund Requirements

provided (i) it has received notification from the City or County of any change in Program Fund Requirements that would render said funds in violation of said requirements or (ii) actual knowledge by the Subcontractor that the Program Scope or a particular expense provided therein has been disallowed by the Program Funds Requirements.

2. Beneficiaries of the services to be provided hereunder primarily live in city limits of the Town of Horizon City or within County of El Paso, and Subcontractor shall provide services as outlined in **Attachment A**.
3. **Term**. Unless terminated sooner as allowed under this Agreement, this Agreement commences on the date it is signed by both Parties and terminates on December 30, 2020.

SECTION B. Compensation, Reporting and Program Income

1. Subcontractor shall perform its services within the monetary limits contained in **Attachment A**. In no event shall compensation to the Subcontractor exceed the lesser of Subcontractor's costs attributable to the work performed, or the monetary limits described in **Attachment A**, nor shall the City pay for expenses or services which will be reimbursed by another funding source or for services which are not performed or for exceeding performance targets of this Agreement.

1. Subcontractor will be compensated in two distributions: An amount of NINE THOUSAND AND NO/100 DOLLARS (\$9,000.00) payable upon execution of this Agreement ("First Disbursement"); and the remaining amount of the allotted funds or an amount not to exceed EIGHT THOUSAND EIGHT HUNDRED TWENTY EIGHT AND 09/100 DOLLARS (\$8,828.09) payable upon showing that Subcontractor has expended the First Disbursement in accordance with the terms of this Agreement ("Final Disbursement") subject to the sole discretion of the City, for a Total Amount not to exceed of SEVENTEEN THOUSAND EIGHT HUNDRED TWENTY EIGHT AND NO/100 DOLLARS (\$17,828.09).

It may take up to seven (7) days for the City to process a disbursement after receiving a request for disbursement from the Subcontractor. Final Disbursement is contingent on full reporting of funds expended under the First Disbursement to City of expenses incurred. If City determines that sufficient progress is not made towards expenditures of advanced funds and/or Subcontractor fails to meet financial reporting obligations and program deliverables as contained in this Agreement and Attachments, Subcontractor will not receive the Final Disbursement of grant funds or Final Disbursement may be delayed.

2. Only allowable costs under the terms of this Agreement and approved Budget are permitted. The City shall immediately notify Subcontractor if any item provided in the Program Budget is no longer acceptable as an allowable expense. The Subcontractor will obtain the advance written approval of the Mayor for any changes to the Program Budget, such changes, including but not limited to, increases in budget, decreases in budget, and changes in budget category amounts. If the City determines that unexpended funds are present, then the City may adjust the contract amount to remove such amounts at the City's discretion. For purposes of this Agreement,

the term “Allowable Expenses or Costs” means any expenses eligible for reimbursement under federal, state, and local laws, such as the OMB Requirements, Program Funding Requirements, and Granting Agency Requirements, applicable to the Program funding and/or requirements by the Granting Agency. Subcontractor acknowledges and agrees that Allowable Expenses may change over time in accordance to Granting Agency clarifications and regulations. The City agrees to provide the Subcontractor with any changes to Granting Agency requirements and regulations as it learns of such changes and the Subcontractor will verify federal regulations and consult with the City for any questions regarding what expenses constitute Allowable Expenses. The City may withhold any disbursements from the Subcontractor if the Mayor reasonably believes that the Subcontractor has not complied with all obligations under this Agreement, the Subcontractor has breached any representations and warranties, the submitted expenditures are not in accordance to the approved Program Budget as provided in this Agreement, the Subcontractor has not met all Granting Agency’s requirements or federal, state or local laws, the expense have not been incurred or that any proof of expenses provided by the Subcontractor are not adequate. The Subcontractor shall repay to the City any amounts received by the Subcontractor that are not allowed under this Agreement, the OMB Requirements, the Program Funds Requirements, or the Granting Agency Requirements. The City represents and warrants that the funds to be made available under this Agreement are to be distributed to Subcontractor as (i) necessary expenditures to address emergency individual needs incurred due to the public health emergency with respect to COVID19 and (ii) were not accounted for in the budget most recently approved as of March 27, 2020, by the City. The Subcontractor also represents and warrants that any expenditures made by the Subcontractor from grant funds under this Agreement will be for (i) necessary expenditures to address emergency individual needs incurred due to the public health emergency with respect to COVID-19, and (ii) expenses that have been incurred during the period that begins on February 9, 2021 and ends on December 30, 2021.

3. All expenses made by the Subcontractor must be supported by valid invoices or other supporting documentation of financial liability in the Subcontractor’s files acceptable to the City. All line items reported must reconcile with the corresponding line item in the Subcontractor’s general ledger accounts, on a current basis, and with year-to-date balances.

4. Allowable expenses may be withheld or be asked by City to be reimbursed if such requests or backup materials are deemed to be inaccurate, unreasonable, or inadequate.

5. Subcontractor further understands that this funding is contingent upon the City receiving funds from the Federal Government. If Federal funding should be increased, decreased or terminated, the City may amend or terminate this Agreement.

Section C. Suspension, Termination and Amendment

1. The City may suspend or terminate this Agreement should Subcontractor materially fail to comply with the terms of this Agreement in accordance with 2 CFR 200. The City shall give the Subcontractor written notice of the suspension or termination with the understanding that all services being performed under this Agreement shall cease upon the date specified in such notice. Subcontractor shall invoice City for all services completed and shall be compensated

in accordance with the terms of this Agreement for services performed prior to the date specified in such notice.

2. The City and Subcontractor may each terminate this Agreement for any reason following a thirty (30) calendar day written notice to the other Party. The City may terminate this Agreement immediately if CARES Act funding is suspended.
3. If Subcontractor breaches any term or condition of the Agreement, or if any change of circumstances renders it unlikely that the Subcontractor will perform the services required hereunder, the City may take one or more of the following action:
 - a. Withhold further payments, either pending corrective action by the Subcontractor, or permanently, if there is inadequate or no corrective action by the Subcontractor;
 - b. Disallow costs for all or part of the activity or action not in compliance;
 - c. Wholly or partly suspend or terminate this Agreement;
 - d. Withhold further Agreements to the Subcontractor; or
 - e. Pursue any other remedies that are available at law or equity.
4. Amendments to this Agreement requested by Subcontractor must be in writing and accompanied by all necessary supporting documents.
5. Close out. Regardless of the reason or method of termination of this Agreement, the Subcontractor will remain responsible for complying with all close out procedures required under the OMB Requirements and the Program Fund Requirements. This close-out period may extend beyond the term of this Agreement. Furthermore, the closeout of a Federal award does not affect any of the following: 1) The right of the Granting Agency or the City or the County to disallow costs and recover from the Subcontractor funds on the basis of a later audit or other review. 2) To the extent allowed by the OMB requirements and the Program Fund Requirements and only to the extent provided in Section 2 hereof, the Subcontractor will repay the City any funds that are determined to be disallowed costs even if performance obligations or work has been completed.

Section D. Reversion of Assets

Upon expiration or termination of this Agreement, the Subcontractor shall promptly transfer to the City, in accordance with 2 CFR 200: (1) any funds on hand at the time of the expiration or termination; (2) all the accounts receivable attributable to the use of CARES Act funds; (3) any claims against third parties based upon CARES Act funds; and (4) any funds which City determines have not been expended in accordance with the terms of this Agreement. This transfer shall be completed within seven (7) business days after such refund is requested by the City.

Section E. Form, Access to and Retention of Records

1. Subcontractor shall prepare and maintain proper files, books, and records in accordance with relevant federal, state and local laws as they pertain to costs incurred, audits, program income, administration, activities, and functions, and all of the relevant matters contained in said publications. These records shall be maintained for a period of five (5) years after the termination or expiration of this Agreement.
2. The City, the County, Granting Agency, and/or designees shall have a right of access to make copies of and a right to audit all of the Subcontractor's files, books, and records which are deemed pertinent to the performance of this Agreement. Copying and auditing will be performed at a reasonable time and place, such as during the Subcontractor's usual business hours, and at Subcontractor's principal place of business or office. This right shall continue for five (5) years after termination or expiration of this Agreement. The City, the County or Granting Agency and/or their designees may additionally request the copying, mailing and/or electronic transmission of records by Subcontractor.
3. Subcontractor agrees that at all times prior to and after termination of this Agreement, all papers, books, files, correspondence, and records relative to the performance of services under this Agreement are owned by and are the sole property of the City. The Subcontractor will hold and possess the papers, books, files, correspondence, and records as the property of the City and shall relinquish them to the City upon its request during the term of this Agreement and at any time during the five (5) years after termination or expiration of this Agreement. The City, the County or Federal Granting Agency and/or their designees may additionally request the copying, mailing, and/or electronic transmission of records by Subcontractor.

Section F. Monitoring

1. City reserves the right on its behalf, and on behalf of the County or the Granting Agency, to perform, or have their designees perform, a periodic on-site and desk audit monitoring of Subcontractor's compliance with the provisions of this Agreement. The monitoring shall be conducted in a reasonable time, place, and manner. The Subcontractor shall provide the assistance and information needed by the City or its designees in monitoring and evaluating the performance of the above-mentioned areas of accountability. It is understood that the City, or its designee, will perform periodic fiscal and programmatic monitoring review, including review of any audits conducted by Subcontractor. The City, Granting Agency and/or their designees may request the copying, mailing, and/electronic transmission of Subcontractor's records in connection with an on-site or desk audit monitoring. The Subcontractor must provide all supporting documentation for verification in accordance with the terms of the Agreement. The Subcontractor must provide all policies and procedures related to the Program upon request.
2. Monitoring reviews will include a written report to the Subcontractor documenting findings and concerns that will require a written response to the City. An acceptable response must be received by the City from the Subcontractor on or before the date specified on the

monitoring report or audit review letter, or otherwise future payments will be withheld under this Agreement.

3. Failure of the Subcontractor to take all actions necessary to resolve and close monitoring or audit findings on or before the date specified on the monitoring report or audit review letter shall be considered a breach of this Agreement and cause for termination of this Agreement by the City.
- 4.

Section G. Compliance with Laws

1. Subcontractor understands that it will be reimbursed under this Agreement with CARES Act funds and agrees to comply with all applicable local, State, and Federal Laws, including, but not limited to, 2 CFR 200. This includes compliance with all requirements of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards codified under Title 2 of the Code of Federal Regulations part 200 as may be amended, including all appendixes (“OMB Requirements”). The Subcontractor understands that **Attachment C** is only a portion of the OMB Requirements and the Subcontractor must refer to Title 2 of the Code of Federal Regulations part 200 for all requirements. Further, the Subcontractor understands that the City must also comply with the OMB requirements and the City depends on the Subcontractor’s cooperation in order to comply with OMB requirements. As such, the Subcontractor will perform any obligations reasonably requested by the City that are necessary to ensure that the City complies with the OMB requirements. In addition, the Subcontractor will comply with all Program Funds requirements listed under Section 5001 of the Cares Act (“Program Fund Requirements”). In addition, the Subcontractor will perform any obligations reasonably requested that are necessary to ensure that the City complies with Program Fund Requirements. The Subcontractor understands that **Attachment D** - Granting Agency Requirements is only a portion of the Program Fund Requirements and that the Subcontractor must refer to Section 5001 of the CARES Act for additional requirements.
2. Subcontractor understands and agrees that:
 - a. No appropriated funds may be expended by the Subcontractor of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following coerced Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
 - b. Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, set forth in **Attachment E**, attached hereto and made a part hereof, that the person has not

made, and will not make, any payment prohibited by subparagraph (a) of this Section.

- c. Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a “Disclosure of Lobbying Activities,” Standard Form (SF-LLL), set for in **Attachment G**, attached hereto and made a part hereof, if such person has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (a) of this section if paid for with appropriated funds.
 - d. It is understood and agreed by the Parties hereto that performances under this Agreement must be rendered in accordance with the terms of the Granting Agency, the regulations promulgated by the Granting Agency, the assurances and certifications made to City by Subcontractor, and the assurances and certifications made to Granting Agency by the City with regard to the operation of CARES Act program. Based on these considerations, policy directives which serve to establish, interpret, or clarify performance requirements under this Agreement shall have the effect of qualifying the terms of this Agreement and shall be binding upon Subcontractor, as if written herein, provided however that said policy directives shall not alter the terms of this Agreement.
 - e. Subcontractor understands that capital expenditures for special purpose equipment that are allowable as direct costs for items with a unit cost of five thousand dollars (\$5,000.00) or more require prior approval by the City, and shall ensure compliance with 2 CFR 200.
3. Subcontractor understands and agrees to comply with the following rules and regulations:
- a. DRUG-FREE WORKPLACE ACT of 1988. The Subcontractor affirms by signing this Agreement that it is implementing the Drug-Free Workplace Act of 1988.
 - b. LIMITED ENGLISH PROFICIENCY (LEP). Must take reasonable steps to ensure that persons with Limited English Proficiency (LEP) have meaningful access to the program, which may entail providing language assistance services, including oral and written translation, where necessary, and provide program applications, forms, and educational materials in English, Spanish, and any appropriate language, based on the needs of the service area and in compliance with the requirements in Executive Order 13166 of August 11, 2000.
 - c. REHABILITATION ACT OF 1973. Section 504 and 24 CFR Part 8 apply to all applicants and Subcontractors of financial assistance in the operation of programs or activities.
 - d. PROTECTED HEALTH INFORMATION. If Subcontractor collects or receives documentation for disability, medical records or any other medical information in the course of administering a program. Subcontractor shall comply with the Protected Health Information state and federal laws and regulations, as applicable, under 10 TAC Section 1.24, Chapter 181 of the Texas Health and Safety Code, the

Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Pub.L. 10419, 110 Stat. 1936, enacted August 21, 1996) the HIPAA Privacy Rules (45 CFR Part 160 and Subparts A and E of 45 CFR Part 14) by executing a “HIPAA Business Associate Agreement”.

- e. TITLE VI. Subcontractor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964 and related statutes, ensuring that no person shall; on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment per 42 U.S.C. Section 2000d-3), color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under this Program.

f.

Section H. Non-Religious Activities

Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the Program. Subcontractor may not use grant funds to support inherently religious activities, such as worship, religious instruction or proselytization. If Subcontractor is a religious organization, it may use CARES Act funds only in accordance with the federal regulations.

Section I. Additional Requirement

The attachments listed on this section are incorporated into this Agreement in full and are considered to be an essential part of this Agreement. The Subcontractor will comply with the requirements of all of the attachments incorporated to this Agreement. If there are any conflicts between any attachment and this Agreement, then the most stringent requirement governs.

- a. Attachment “A” – Program Scope and Budget
- b. Attachment “B”- County Interlocal Subrecipient Grant Agreement
- c. Attachment “C”- 2 CFR Part 200 Contract Requirements
- d. Attachment “D”- Granting Agency Requirements
- e. Attachment “E” – Required Subcontractor Information
- f. Attachment “F”- Certification Regarding Debarment, Suspension, Ineligibility
- g. Attachment “G”- Certification for Disclosure of Lobbying Activities

II. ADDITIONAL GRANTEE OBLIGATIONS

Section A. Indemnification and Insurance

1. THE CITY AND THE COUNTY OF EL PASO SHALL NOT BE SUBJECT TO ANY OBLIGATIONS OR LIABILITIES OF THE SUBCONTRACTOR INCURRED IN THE PERFORMANCE OF THIS AGREEMENT. THE SUBCONTRACTOR, AND/OR ITS INSURER, EXPRESSLY AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES AND THE COUNTY OF EL PASO, ITS OFFICERS, AGENTS AND EMPLOYEES FROM ANY AND ALL CLAIMS, SUITS, ACTIONS, DEMANDS, LIABILITIES AND OBLIGATIONS OF ANY KIND AND NATURE, INCLUDING INJURY OR DEATH

OR PROPERTY DAMAGE MADE UPON THE CITY OR THE COUNTY, INCIDENT TO, OR ARISING OUT OF, OR IN CONNECTION WITH THE SUBCONTRACTOR'S NEGLIGENCE, ANY OF SUBRECIPEINT'S NEGLIGENT ACTS, OR ANY OMISSION TO ACT, ANY BREACH OF CONTRACT, OR ANY ACTIONS OF THE SUBRECIPEINT OUTSIDE THE SCOPE OF THIS AGREEMENT, INCLUDING ANY ACT OF OMISSION OR NEGLIGENCE BY THE SUBCONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS WHILE THIS CONTRACT, ALL WITHOUT HOWEVER WAIVNG ANY GOVERNMENT IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW. THIS INDEMNITY SHALL COVER ATTORNEY'S FEES, COURT COSTS, WITNESS EXPENSES, AND ALL OTHER RELATED COSTS, INCLUDING AWARDS AND SETTLEMENTS AND ANY INTEREST THEREON.

2. Notwithstanding any suspension or termination hereof, Subcontractor shall not be relieved of any liability to City or to the County for damages or indemnification due to City by virtue of breach of this Agreement by Subcontractor or by virtue of this Section. City may withhold payments to Subcontractor until such time as the exact amount of damages due to the City from Subcontractor is agreed upon or is otherwise determined.

Section B. Independent Contractor

City and Subcontractor understand that Subcontractor is an independent contractor and that no term or provision hereof or act of Subcontractor in performance of this Agreement shall be construed as making Subcontractor an agent or employee of the City. All officers and employees of Subcontractor shall be solely responsible to Subcontractor, and the City shall not have any authority, responsibility, or liability with respect thereto.

Section C. Authority to Contract

Subcontractor represents and warrants that the person executing this Agreement and all documents related hereto has the authority to commit the Subcontractor to the obligations, financial and otherwise, required by this Agreement.

Section D. Discrimination Prohibited

No person in the United States shall, on the grounds of race color, national origin (including immigration status where an individual holds proper work authorization), religion, sex, ae or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program of activity receiving Federal financial assistance made available to the Subcontractor pursuant to this Agreement.

Section E. Conflict of Interest

Subcontractor covenants that during the term of this Agreement, the Subcontractor, its associates, officers, board or committee members r employees shall have no interest, direct or indirect, which will conflict in any manner with the performance of the services under this Agreement and that none of its paid personnel shall be employees of the City or have any contractual relationship with the City.

Section F. Hatch Act

Neither the funds advanced pursuant to this Agreement, nor any personnel that may be employed by the Subcontractor with funds advanced pursuant to this Agreement shall be in any way or to any extent engaged in any conduct or political activity in contravention of Chapter 15 of Title 5 of the United States Code.

Section G. Interest of Certain Federal Officials

No member of or delegate to the Congress of the United States, and no Resident Commissioners, shall be entitled to any share or part of this Agreement between City and Subcontractor or to any benefits arising there from.

Section H. Political and Lobbying Activities Prohibited

1. None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office, or for publicity, lobbying, and/or propaganda purposes designed to support or defeat legislation pending before the congress of the United States of America, the Legislature of the State of Texas, or the El Paso County Commissioners Court.
2. Employees of Subcontractor connected with any activity which is financed in whole or in part by funds provided to Subcontractor under this Agreement may not during the term of this Agreement:
 - a. Use their official position or influence to affect the outcome of an election or nomination
 - b. Solicit contributions for political purposes; or
 - c. Take an active part in political management or in political campaigns
3. Subcontractor hereby agrees to sign the Certification Regarding Lobbying, attached hereto and made a part of this Agreement as **Attachment G**, and if necessary, the Disclosure of Lobbying Activities, attached hereto and made a part of the Certification Regarding Lobbying as **Attachment G**, and return said signed Certification and if necessary, the completed Disclosure of Lobbying Activities, to City.

Section I. Subcontractor's Composition

Subcontractor shall notify the City in writing within thirty (30) calendar days in the event of any change in Subcontractor's ownership, organization, control, and management and non-profit or tax status. Subcontractor shall, at least annually, submit to the City a list of its current membership and board of directors with their appropriate titles.

Section J. Assignment

Subcontractor may not assign or otherwise transfer this Agreement either as to obligations or benefit without the prior written consent of the City. Any attempt to assign this Agreement without consent shall be null and void and may be grounds for termination of this Agreement by the City.

Section K. Required Documentation

Subcontractor hereby agrees to provide any and all documentation necessary to fulfill any and all grants (federal, state, or local) requirements pertaining hereto.

Section L. Warranty

Subcontractor represents that the information furnished to the City, upon which City relied to make this grant, is correct and true.

Section M. Liability

Subcontractor shall be liable to the City for the full amount of any funds received pursuant to the terms of this Agreement which Subcontractor knowingly accepts or disburses in violation of the terms and conditions herein.

Section N. Acknowledgment in Printed Materials

Subcontractor is encouraged to acknowledge the City for its support of the provision of services under this Agreement in all appropriate printed materials. However, the City reserves the right to approve, in whole or in part, the form of such acknowledgments which Subcontractor proposes to include in any printed materials.

Section O. Copyrights and Patents

1. If this Agreement results in a book or other copyrightable material, the City's approval must be obtained to copyright the work. Additionally, the City reserves a royalty fee along with a nonexclusive and irrevocable right to reproduce, public, or otherwise use, and to authorize others to use the work for government purposes.
2. Any discovery or invention arising out of or developed in the course of the services aided by this agreement shall be promptly and fully reported to the City for a determination as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

III. GENERAL PROVISIONS

Section A. Texas Corporation and Venue

Subcontractor warrants that it is incorporated in and otherwise entitled to do business in the State of Texas as a non-profit corporation. If Subcontractor is doing business under an assumed name, a copy of the "Assumed Name Certificate" filed with the El Paso County Clerk must be provided to the City prior to the execution of this Agreement. This Agreement is entered into in the County of El Paso, Texas and shall be governed and construed under the laws of Texas. Venue shall be in El Paso County, Texas.

Section B. Waiver

Failure by either Party on one or more occasions to exercise one or more of its rights hereunder shall not be construed as a waiver of such rights, and rights granted hereunder are in addition to those available under law and equity.

Section C. Severability

All agreements, covenants or provisions contained herein are severable, and in the event any of them shall be held to be invalid by any competent court, this Agreement shall be interpreted as though such valid agreement, covenant or provision was not contained herein.

Section D. Captions

The captions of various sections of the Agreement are for convenience of reference only, and shall not alter the terms and conditions of this Agreement.

Section E. Survival

Subcontractor shall remain obligated to the City under all clauses of this agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement.

Section F. Notices

All notices, communications and reports under this Agreement shall be either hand delivered or mailed, postage prepaid in the United States Postal Service, to the respective Parties at the respective addresses shown below, unless and until either Party is notified in writing.

City: Town of Horizon City
 Attn: Mayor
 14999 Darrington Road
 Horizon City, Texas
 (915) 852-1046 x106
 mayor@horizoncity.org

Subcontractor: Elite Medical Transport
 1000 Texas Street
 El Paso, Texas 79905
 Attention: Rob Campion, President

Section G. Entire Agreement

This Agreement reflects the final, complete and exclusive understandings of the Parties hereto, and may not be waved, altered, or modified except by written agreement of both Parties.

Section H. Subcontracting. Unless allowed under the Program Scope, the Subcontractor may not be subcontract any activities under this Agreement without the prior written consent of the City.

Section I. Confidentiality. The City will handle all release of information obtained under this Agreement as required under the Texas Public Information Act. The Subcontractor agrees to the release of this Agreement pursuant to a request made under the Texas Public Information Act. This clause survives the completion or termination of this Agreement.

Section J. Successors and Assigns. This Agreement is binding on the City and the Subcontractor, and the Subcontractor's successor and assigns. Neither Party may assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the other.

Section K. No Third Party Beneficiaries. This Agreement is entered for the benefit of the City and the Subcontractor only. No third party has any rights to enforce any obligations or rights under this Agreement.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement below.

CITY SIGNATURE PAGE

TOWN OF HORIZON CITY:

Ruben Mendoza
Mayor

DATE: _____

ATTEST:

Elvia Schuller, City Clerk

DATE: _____

APPROVED AS TO LEGAL FORM:

Bertha A. Ontiveros, Asst. City Attorney

DATE: _____

SUBCONTRACTOR SIGNATURE PAGE

ELITE MEDICAL TRANSPORT OF TEXAS, LLC

BY: _____
Rob Campion, President

Date: _____

(The foregoing representative of Subcontractor expressly represents that execution of this Agreement has been lawfully authorized by the Subcontractor)

ATTACHMENT A
Scope of Services and Budget

ATTACHMENT

B

County Interlocal Subrecipient Grant Agreement

ATTACHMENT C
2 CFR Part 200 Contract Requirements

ATTACHMENT

D

U. S. Treasury Department Requirements

ATTACHMENT

E

Required Subcontractor Information

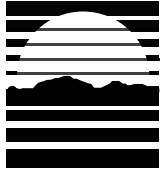
ATTACHMENT

F

Certification Regarding Debarment, Suspension, Ineligibility

ATTACHMENT G

Certification for Disclosure of Lobbying Activities



HORIZON CITY

Incorporated 1988

MEMORANDUM

TO: Mayor Mendoza and City Council Members

FROM: City Staff

DATE: March 9, 2021

RE: Request the closure of City Hall and Courts Administrative offices on December 27, 28 & 29, 2021.

City Staff is requesting authorization from the Mayor and City Council to close City Hall and Courts Administrative offices on December 27, 28 & 29, 2021.

Background

The Christmas and New Year paid holidays will again fall on a Thursday and Friday, 7 days apart. The number of visits to City Hall and transactions are historically low during this period and many of employees request Paid Time Off (PTO) for these three days (Mon, 12/27, Tue, 12/28 & Wed, 12/29). Since we will likely end up working with a reduced crew and business is anticipated to be slow, staff kindly requests authorization to close the City Hall and Courts Administrative offices for the three days.

Administrative personnel include City Hall Staff, Court, Inspections, Code Enforcement, and Streets personnel. If approved, employees will be asked to use their PTO during the three day closure.

Thank you.

RESOLUTION

That the Mayor or his designee be authorized to negotiate on behalf of the Town of Horizon City to purchase real estate for use in the TOD/Town Center Project located within the City limits; and the Mayor be authorized to sign contracts to purchase said real estate in accordance with the terms and conditions specified by City Council.

Approved and effective the _____ day of March 2021.

Ruben Mendoza, Mayor

ATTEST:

Elvia Schuller, City Clerk

APPROVED AS TO FORM:

Sylvia Borunda Firth
Assistant City Attorney