



HORIZON CITY

Incorporated 1988

**AGENDA
PUBLIC MEETING
REGULAR CITY COUNCIL MEETING
THE TOWN OF HORIZON CITY, TEXAS
Tuesday, August 9, 2022, 6:05 PM**

Notice is hereby given that a Regular City Council Meeting of the Town of Horizon City, Texas will be held on **Tuesday, August 9, 2022 at 6:05 PM** at City Council Chambers Room, 15001 Darrington Road, Horizon City, TX 79928, at which time the following will be discussed and considered:

Meeting Video:

<https://fb.watch/ePu86Mgbjy/>

<https://fb.watch/ePuc4vfHpE/>

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

CONSENT AGENDA

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

3. **Approval of Minutes from:** **5**
Mayor/City Clerk
7/26/22 Special City Council Meeting.
4. **Discussion and Action:** **7**
Mayor/CIP Manager
On an update on the Capital Improvement Program.
5. **Request to Excuse Absent Council Members:**
6. **Discussion and Action:**
On the reappointment of Eva Flores by Alderman Miller (Place 1) to the Planning and Zoning Commission.
7. **Discussion and Action:** **29**
On the reappointment of Charles Berry by Alderman Ortega (Place 3) to the Planning and Zoning Commission.
8. **Discussion and Action:** **30**
On the reappointment of Kelly Duran by Alderman Duran (Place 5) to the Planning and Zoning Commission.
9. **Discussion and Action:** **31**
On the reappointment of Matthew Gardea by Alderwoman Corral (Place 7) to the Planning and Zoning Commission.
10. **Discussion and Action:** **32**
On the reappointment of Cruz Alvarez, Wilfredo Lopez, Michael McElroy, David Miller, and Jorge Ojeda to the Board of Adjustment as regular members.
11. **Approval of Consent Agenda Items:**

REGULAR AGENDA

12. **PRESENTATION:**
Mayor/Chief Vargas

On the Horizon City Police Department Recognition of Re-Accreditation Status for compliance with the Texas Law Enforcement Agency Best Practices Recognition Program.

13. Discussion and Action: **36**

Mayor/MPO Executive Director

On resolution supporting the El Paso Metropolitan Planning Organization's application to the Safe Streets for All (SS4A) federal program.

14. Discussion and Action: **38**

Mayor/CIP Manager

Regarding a Resolution rescinding the December 14, 2021 Resolution approved by City Council that authorized the Mayor to sign an Advance Funding Agreement for STP-MM Reconstruction Off-System by and between the Town of Horizon City, Texas and the State of Texas acting by and through the Texas Department of Transportation, for the North Darrington Road Reconstruction Project (CSJ #0924-06-587) and authorizing the Mayor to sign the revised Advanced Funding Agreement attached to the Resolution being considered on August 9, 2022 and to sign all documents, agreement amendments, and perform all actions required to fulfill the obligations of the City under the revised Advance Funding Agreement.

15. Discussion and Action: **60**

Mayor/CIP Manager

On a Resolution authorizing the Mayor to sign an Interlocal Agreement (ILA) with the Camino Real Regional Mobility Authority (CRRMA) and their consultants to perform right-of-way mapping, surveying, appraisals, review appraisals, and negotiations with property owners for right-of-way activities associated with the N. Darrington Reconstruction Project (CSJ 0924-06-587).

16. PUBLIC HEARING:

Mayor/Planner

This item was tabled at the July 12, 2022 Regular City Council Meeting.

2nd Reading of Ordinance No. 0102, Amendment No. 035, An ordinance amending the Municipal Code of the Town of Horizon City, Texas, Chapter 14 (Zoning), Exhibit A (Zoning Ordinance), to revise and amend the following: Chapter 2 (Definitions) to revise the definitions of accessory structure, awning, canopy, carport, and garage; Section 807 (Permitted Accessory Uses) to allow detached carports, and Section 812 (Yards) to revise the regulations of side and rear yards, side street yard and front yards to allow a carport, open at a minimum of three (3) sides, for single-family dwellings or multifamily units; and providing for the following: findings of fact; repealer; severability; proper notice and hearing; the penalty being as provided in Subchapter 8, Section 810, of the City Code of the Town of Horizon City, Texas, creating a misdemeanor punishable by a fine not to exceed \$2,000.00.

17. Discussion and Action: **73**

Mayor/Planner

This item was tabled at the July 12, 2022 Regular City Council Meeting.

2nd Reading of Ordinance No. 0102, Amendment No. 035, An ordinance amending the Municipal Code of the Town of Horizon City, Texas, Chapter 14 (Zoning), Exhibit A (Zoning Ordinance), to revise and amend the following: Chapter 2 (Definitions) to revise the definitions of accessory structure, awning, canopy, carport, and garage; Section 807 (Permitted Accessory Uses) to allow detached carports, and Section 812 (Yards) to revise the regulations of side and rear yards, side street yard and front yards to allow a carport, open at a minimum of three (3) sides, for single-family dwellings or multifamily units; and providing for the following: findings of fact; repealer; severability; proper notice and hearing; the penalty being as provided in Subchapter 8, Section 810, of the City Code of the Town of Horizon City, Texas, creating a misdemeanor punishable by a fine not to exceed \$2,000.00.

18. Discussion and Action: **87**

Mayor/Planner

On the preliminary plat application for **RANCHO DESIERTO BELLO UNIT FOURTEEN** (#SUB002500-2022), legally described as a portion of Leigh Clark Survey No. 297, Town of Horizon City, El Paso County, Texas, containing 18.708 acres +/- . Application submitted by TRE & Associates.

19. ANNOUNCEMENT:

Mayor/Finance Director

The Public Hearing on the Proposed FY 2022 - 2023 Budget and Public Hearing on the Proposed Tax Rate will be conducted on September 13, 2022 at 6:00 pm at 15001 Darrington Road. The adoption of the FY 2023 Budget and Tax Rate will be on September 13, 2022.

20. Discussion and Action:

Mayor/Finance Director

Announcement of the No-New Revenue Tax Rate and Voter-Approval Tax Rate for FY 2022-2023 and Council action on Proposed FY2022-23 Tax Rate for publication of notice.

21. Discussion:

96

Mayor/Finance Director

1st Reading of Ordinance _____, An Ordinance of the City Council of the Town of Horizon City, Texas, approving the 2022 ad valorem tax rate and levy of assessed valuation of all taxable property within the corporate limits of the city; providing for penalties and interest; and providing for the following: findings of fact; severability; savings clause; publication and effective date.

22. Discussion:

100

Mayor/Finance Director

1st Reading of Ordinance No. _____, An Ordinance of the Town of Horizon City, Texas enacting the municipal budget for fiscal year 2022-2023; funding municipal purposes; authorizing expenditures; providing for repealer and severability clauses.

23. PUBLIC HEARING:

Mayor/Finance Director

2nd Reading of Ordinance No. 0272 Amendment No. 03, an ordinance amending Ordinance No. 0272 of the Town of Horizon City, adopting the Municipal Budget for the 2021-2022 fiscal year, to allow for the purchase of a crack sealing machine for the streets. The funds are available in the Street Maintenance Fund. The transfer would be from Line 06-507-6035 Capital Projects - Project Management to Line 06-507-6020 Equipment.

24. Discussion and Action:

166

Mayor/Finance Director

2nd Reading of Ordinance No. 0272 Amendment No. 03, an ordinance amending Ordinance No. 0272 of the Town of Horizon City, adopting the Municipal Budget for the 2021-2022 fiscal year, to allow for the purchase of a crack sealing machine for the streets. The funds are available in the Street Maintenance Fund. The transfer would be from Line 06-507-6035 Capital Projects - Project Management to Line 06-507-6020 Equipment.

25. Discussion and Action:

169

Mayor/Public Works Director

On authorizing the purchase of an asphalt crack sealing machine from Crafcoc Inc., for an amount not to exceed \$80,000, through Sourcewell Contract # 080521-CFC and authorizing the Mayor to execute the documents.

26. Discussion and Action:

178

Mayor/City Clerk

On rejecting all proposals received in response to RFP No. 2022-006RFP JAN - Janitorial Services Contract and authorizing the issuance of a new RFP.

27. Discussion and Action:

213

Mayor/Asst. City Atty

Regarding a Resolution to suspend the rate increase proposed by Texas Gas Service to take effect on August 30, 2022 for 45 days.

28. Executive Session

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

A. Discussion and Action:

Mayor/EDC Executive Director

1560 Pawling , Horizon City, Texas - Eduardo Garcia EDC Executive Director (551.071 Consultation with Attorney) (551.072 Real Property) (551.086 Economic Development).

Adjournment:

Motion to Adjournment: _____ 2nd _____

Dated this Friday, 8/5/2022

By: _____
Elvia Schuller, City Clerk

I, the undersigned authority, hereby certify that the above notice of the Regular City Council Meeting of the Town of Horizon City, Texas is a correct copy of this notice, and that I posted this notice at least seventy-two (72) hours preceding the scheduled meeting at the City Hall Bulletin Boards of the Town of Horizon City, Texas on this Friday, 8/5/2022 by 5:00 p.m.

Agenda Removed: _____ Time _____ By _____

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

**MINUTES
AGENDA
PUBLIC MEETING
SPECIAL CITY COUNCIL MEETING
THE TOWN OF HORIZON CITY, TEXAS
Tuesday, July 26, 2022, 6:00 PM**

Notice is hereby given that a Special City Council Meeting of the Town of Horizon City, Texas was held on **Tuesday, July 26, 2022 at 6:00 PM**, at City Council Chambers Room, 15001 Darrington Road, Horizon City, TX 79928, at which time the following was discussed and considered:

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

Meeting called to order at 6:00 pm. Alderman Scott Quiroz was absent. Quorum Established.

2. Open Forum:

No one signed up to speak.

CONSENT AGENDA

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

3. Approval of Minutes from:

Mayor/City Clerk
7/12/22 Regular City Council Meeting.

4. Request to Excuse Absent Council Members:

5. Approval of Consent Agenda Items:

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

REGULAR AGENDA

6. Discussion and Action:

Mayor/EDC Executive Director
On approval of the Horizon City Economic Development Corporation's proposed activities and FY 2022 - 2023 budget and projections.

EDC Executive Director, Eddie Garcia spoke regarding this item.

A motion was made by Alderman Miller and seconded by Alderman Duran to approve the Horizon City Economic Development Corporation's proposed activities and FY 2022 - 2023 budget and projections. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Absent; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed

7. **Discussion:**

Mayor/Finance Director

1st Reading of Ordinance No. 0272 Amendment No. 03, an ordinance amending Ordinance No. 0272 of the Town of Horizon City, adopting the municipal budget for the 2021-2022 fiscal year, to allow for the transfer of funds in the Street Maintenance Fund for the purchase of a crack sealing machine to repair streets; and providing for repealer and severability clauses.

Finance Director, Pat Randleel spoke regarding this item.

8. **Discussion and Action:**

Mayor/Finance Director

Workshop on the proposed FY 2022 - 2023 Budget.

Finance Accountant, Lily Gaytan, Finance Director, Pat Randleel, Planning Director, Michelle Garcia, Police Chief, Marco Vargas, City Clerk, Elvia Schuller and Municipal Court Judge, Mario Gonzalez spoke regarding this item.

No action taken on this item.

9. **Executive Session**

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

ADJOURNMENT

A motion was made by Alderman Duran and seconded by Alderman Corral to adjourn at 7:37 PM.

Approved this ____ day of _____, 20__.

Attest:

Elvia Schuller, City Clerk

Ruben Mendoza, Mayor

Town of Horizon City Capital Improvement Program

August 9, 2022
Council Meeting

Oxbow & Pawling Street Improvements

- Coordinating with HRMUD's water line projects on Breaux and Oxbow
- Project will likely follow HRMUD project for improvements on Horizon Blvd., Breaux and Oxbow – mid 2022.
- Design started June 2022
- Evaluating ponding options

Municipal Facilities – Phase 1

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

- Requirement for external financial feasibility report
- Council approval of the letter of intent outlining loan conditions
- Updating engagement with bond counsel
- Bond ordinance
- USDA review of final plans and specifications – coordinating with consultant and USDA
- Updated estimate for construction

Municipal Facilities – Phase 1



Rendering from Exigo Architecture – December 2020

Golden Eagle Park

Construction

- Construction contract awarded September 16, 2019
- Construction Start – Fall 2019
- Contractual completion date – Fall 2020
- Reinstating weekly meetings to address pending issues:
 - Pump operation
 - Splash Park operations

Golden Eagle Park

- Additional water line to supply splash pad has been installed – change order scheduled for September 2022 Council action
- Pump area was flooded when testing began; will remove pump to determine if it will still function ¹²
- Punchlist items pending

Desmond Corcoran (Corky) Park

Construction

- Construction start – January 11, 2021
- Updated Construction completion late Spring/early Summer 2022
- Pending re-installation of climbing feature

Benton/Ryderwood Dog Park

- Updating scope
- Scheduling design to begin in first half of 2022

Regional Park

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

ADA Transition Plan

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

Street Maintenance Fund

2022-2023 Street Maintenance Program

- City staff evaluating scope and estimates to determine final scope of work
- Design and bid preparation during fall/winter 2022
- Award early 2023
- Construction Spring 2023

Federally- & State-Funded Project Updates

N. Darrington Reconstruction

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

N. Darrington Reconstruction - ROW

- Drainage requires property acquisition in TOD area
- Coordinating with Camino Real Regional Mobility Authority (CRRMA) to develop an interlocal agreement for ROW acquisition
 - Negotiations (acquisitions and construction easements)
 - Appraisals/Review Appraisals
 - Surveying – for final ROW Map
- Scheduled to bring agreement to Council for their consideration in August 2022.

Safety Projects

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

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

TIRZ/TOD Update

TOD Updates

TOD Architectural Guidelines – consultant developing report and recommendations to include form-based zoning for TOD.

TOD Updates

Community Project Funding

- Submitted application through Congresswoman Escobar's office
- Visit from Congresswoman Escobar on May 31, 2022
- Award notification expected in 2nd half of 2022

TIRZ Participation Agreements

County

- Commissioners Court considering agreement August 8, 2022

HRMUD

- Initial discussions - July 6, 2022, HRMUD Board meeting
- Working with HRMUD legal counsel and engineering consultant

TIRZ Participation Agreements

ESD #1

- Presented at ESD # 1 Board of Commissioners meeting – June 23, 2022
- Forwarded documents and agreement draft for consideration

Town of Horizon City Capital Improvement Program

August 9, 2022
Council Meeting



TOWN OF HORIZON BOARDS AND COMMISSIONS APPLICATION

PLEASE PRINT OR TYPE

Name: Charles C. Berry Home Phone: N/A

Home address: 461 Cedarwood Ave Cell Phone: 253651-5485

City/State: Horizon City Zip: 79928 Email: cberry2639@gmail.com

Occupation: Chaplain Resident of Horizon City for 8 years; of Texas 14 years

Please indicate the Board or Commission in which you are interested in serving.

- Board of Adjustment
- Planning and Zoning Commission

Please provide Alderman's name that will be appointing you. Alderman Ortega

Provide the name and the date(s) of prior service, if any, on any Horizon board: 5+ years

Are you currently holding any other public office or appointment? No If so, what? _____

Please expand on your interest on serving on one of the board(s):

Please list any specific training, education, or experience that you believe will assist you in serving on the board you have indicated: Chaplain Ordination

Please list any business relationships you or your employer have with the City that you believe may create a conflict of interest or affect your ability to serve:
N/A

Signature: [Handwritten Signature] Date: 8 Aug, 2022

City Council will receive this form. Please mail form to the Planning Department at 14999 Darrington Rd, Horizon City, TX 79928 or via email: cityplanning@horizoncity.org. For more information, call 915-852-1046 ext. 407. Your application may be made available to the public upon request.



TOWN OF HORIZON BOARDS AND COMMISSIONS APPLICATION

PLEASE PRINT OR TYPE

Name: Kelly Duran Home Phone: 915-852-7292
Home address: 3627 Buxton Pl Cell Phone: 915-867-5702
City/State: Horizon City TX Zip: 79928 Email: Kellyduran007@yahoo.com
Occupation: N/A Resident of Horizon City for 22 years; of Texas 56 years

Please indicate the Board or Commission in which you are interested in serving.

- Board of Adjustment Planning and Zoning Commission

Please provide Alderman's name that will be appointing you. John Duran

Provide the name and the date(s) of prior service, if any, on any Horizon board: 5+ years.

Are you currently holding any other public office or appointment? NO If so, what? _____

Please expand on your interest on serving on one of the board(s):
To better serve our community

Please list any specific training, education, or experience that you believe will assist you in serving on the board you have indicated: Open meeting, Act training

Please list any business relationships you or your employer have with the City that you believe may create a conflict of interest or affect your ability to serve:
N/A

Signature: Kelly K. Duran Date: Aug 8-2022

City Council will receive this form. Please mail form to the Planning Department at 14999 Darrington Rd, Horizon City, TX 79928 or via email: cityplanning@horizoncity.org. For more information, call 915-852-1046 ext. 407. Your application may be made available to the public upon request.



TOWN OF HORIZON BOARDS AND COMMISSIONS APPLICATION

PLEASE PRINT OR TYPE

Name: Matthew Gardea Home Phone: (915)497-3063

Home address: 632 Valle de Bravo Pl Cell Phone: (915)497-3063

City/State: Horizon City, Texas Zip: 79928 Email: matt.a.gardea@gmail.com

Occupation: Undergraduate Student Resident of Horizon City for 11 years; of Texas 20 years

Please indicate the Board or Commission in which you are interested in serving.

- Board of Adjustment Planning and Zoning Commission

Please provide Alderman's name that will be appointing you. Samantha Corral

Provide the name and the date(s) of prior service, if any, on any Horizon board:
Planning and Zoning Commission, August 2020 to August 2022

Are you currently holding any other public office or appointment? No If so, what? NA

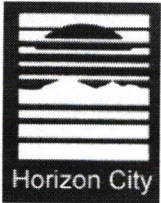
Please expand on your interest on serving on one of the board(s):
For the past 2 years I have had the privilege of serving as our city's youngest Planning and Zoning commissioner. During this time, I have expanded my knowledge of the functions of local government, and have gained a comprehensive understanding of municipal planning.

Please list any specific training, education, or experience that you believe will assist you in serving on the board you have indicated:
My experience as a commissioner has strengthened my analytical skills, and my commitment to public service. I have gained valuable relationships within the commission and planning department that allow me to remain effect and aid the direction of municipal planning.

Please list any business relationships you or your employer have with the City that you believe may create a conflict of interest or affect your ability to serve:
I do not have any business relationships with the City, thus there is not conflict of interest in my ability to serve on the Planning and Zoning Commission.

Signature:  Date: 07/28/2022

City Council will receive this form. Please mail form to the Planning Department at 14999 Darrington Rd, Horizon City, TX 79928 or via email: cityplanning@horizoncity.org. For more information, call 915-852-1046 ext. 407. Your application may be made available to the public upon request.



TOWN OF HORIZON BOARDS AND COMMISSIONS APPLICATION

PLEASE PRINT OR TYPE

Name: Wifredo M. Lopez Home pH: NONE
Home address: 725 Desert Silver DR. Cell pH: 915-799-8194
City/State: Horizon C. Ty/ Texas Zip: 79928 Email: W.LOPEZ47@YAHOO.COM
Occupation: Retired Resident of Horizon City for 17 years; of Texas 17 years

Please indicate the Board or Commission in which you are interested in serving.

- Board of Adjustment Planning and Zoning Commission

Provide the name and the date(s) of prior service, if any, on any Horizon board:

Board of Adjustments For THE Past 4 Years

Are you currently holding any public office or appointment? YES If so, what? Board of Adjustment
Director/President OZ Glaze Senior Center

Please list any specific municipal officials' training, or any special knowledge, education or experience that qualifies you to serve in the areas you have indicated: Various Trainings, Open government, Public
INTERACTION ACT, OPEN MEETING ACT, AND ORDINANCES
And by Laws Directory

If applicable, please list any scheduled training, etc. you intend to complete that will further qualify you to serve in the areas indicated: I Am open to any and ALL Trainings provided
by the City Hall to perform better in my position.

Explain why you are seeking an appointment. Also, list any business or personal relationships with the city that might create a conflict of interest or that may affect your ability to serve.

TO better improve quality of life
in my community

What do you perceive to be Horizon City's two greatest strengths?

Leadership AND Economic Growth

Signature: Wifredo M. Lopez Date: 08/03/2022

The City Council will receive this form only. Do not send resumes, photographs or letters of recommendation. Mail form to Board Sec'y: Liz Luna at 14999 Darrington Rd, Horizon City, TX 79928 or email eluna@horizoncity.org. For more information, call 915-852-1046 ext 404. Your application will be made available to the public upon request.

Public service opportunities are offered by the City of Horizon without regard to race, color, national origin, religion, gender or disability.

My Personal History Has Not Change
Since before the COVID-19 For the Exception
For my Time Here in Horizon City, El Paso
Tx.



TOWN OF HORIZON BOARDS AND COMMISSIONS APPLICATION

PLEASE PRINT OR TYPE

Name: Michael McElroy Home pH: _____

Home address: 5829 Spanish Place Cell pH: 915-346-9412

City/State: El Paso Zip: 79932 Email: msmcelroy@gmail.com

Occupation: Urban Planner Resident of Horizon City for 0 years; of Texas 38 years

Please indicate the Board or Commission in which you are interested in serving.

Board of Adjustment

Planning and Zoning Commission

Provide the name and the date(s) of prior service, if any, on any Horizon board: August 2017 - Present

Are you currently holding any public office or appointment? No If so, what? _____

Please list any specific municipal officials' training, or any special knowledge, education or experience that qualifies you to serve in the areas you have indicated: 9 years experience as an urban planner. Licensed Professional Planner (New Jersey, #6322) and Certified Planner (AICP #276730).

If applicable, please list any scheduled training, etc. you intend to complete that will further qualify you to serve in the areas indicated: Normal continuing education for planners, AICP and USGBC hours.

Explain why you are seeking an appointment. Also, list any business or personal relationships with the city that might create a conflict of interest or that may affect your ability to serve. No conflicts of interests present. My interest is in serving comes from a simple desire to have a great hometown. I'm from El Paso and it is where I will continue to be.

What do you perceive to be Horizon City's two greatest strengths? Lower property values (i.e. attractive for growth) and solid Planning Department.

Signature: Michael McElroy Date: 7-29-22

The City Council will receive this form only. Do not send resumes, photographs or letters of recommendation. Mail form to Board Sec'y; Liz Luna at 14999 Darrington Rd, Horizon City, TX 79928 or email eluna@horizoncity.org. For more information, call 915-852-1046 ext 404. Your application will be made available to the public upon request.

Public service opportunities are offered by the City of Horizon without regard to race, color, national origin, religion, gender or disability.



TOWN OF HORIZON BOARDS AND COMMISSIONS APPLICATION

PLEASE PRINT OR TYPE

Name: David W. Miller Home Phone: 915-500-5061
 Home address: 15090 ISOLA Cell Phone: 214-325-0172
 City/State: Horizon City, TX Zip: 79928 Email: toro_industries@yahoo.com
 Occupation: Retired Resident of Horizon City for 1 years; of Texas 60 years

Please indicate the Board or Commission in which you are interested in serving.

Board of Adjustment Planning and Zoning Commission

Please provide Alderman's name that will be appointing you. _____

Provide the name and the date(s) of prior service, if any, on any Horizon board: 2021 - Pres

Are you currently holding any other public office or appointment? No If so, what? _____

Please expand on your interest on serving on one of the board(s):
DESIRE TO SERVE OUR COMMUNITY

Please list any specific training, education, or experience that you believe will assist you in serving on the board you have indicated:
Formal Education: BA Govt and Masters Study at UT Austin, TEXAS A & M Univ.

Please list any business relationships you or your employer have with the City that you believe may create a conflict of interest or affect your ability to serve:
NONE

Signature: David W. Miller Date: 7/30/22

City Council will receive this form. Please mail form to the Planning Department at 14999 Darrington Rd, Horizon City, TX 79928 or via email: cityplanning@horizoncity.org. For more information, call 915-852-1046 ext. 407. Your application may be made available to the public upon request.

RESOLUTION

That the Mayor and City Council of the Town of Horizon City support the grant application the El Paso Metropolitan Planning Organization (MPO) is submitting to the Safe Streets and Roads 4 All (SS4A) Discretionary Grant Program on behalf of the El Paso MPO Planning Area.

That the Mayor and City Council of the Town of Horizon City approve the commitment of the Horizon City staff to work with the MPO to develop an action plan will help our region to define strategies to systematically address the needs of all roadway users, including pedestrians; bicyclists; public transit, private vehicles, and commercial vehicle operators, including those who live in underserved areas of the community.

The Mayor is hereby authorized to sign and send a letter supporting the grant application and indicating the Town of Horizon City will collaborate with the MPO and other members of their planning area on the development of the action plan.

Passed and approved by the City Council of the Town of Horizon City the ___ day of August 2022.

TOWN OF HORIZON CITY

By: _____
Ruben Mendoza, Mayor

ATTEST:

By: _____
Elvia Schuller, City Clerk

APPROVED AS TO FORM:

By: _____
Sylvia Borunda Firth
Assistant City Attorney

Public Agency

ADD ORGANIZATIONAL LETTERHEAD

August XX, 2022

Eduardo Calvo, AICP
Executive Director
El Paso Metropolitan Planning Organization (MPO)

Re: Application to the Safe Streets and Roads for All (SS4A) Discretionary Grant Program to Develop a Regional Comprehensive Action Plan for the El Paso MPO Planning Area

Dear Mr. Calvo:

The AGENCY is pleased to support the El Paso MPO's efforts to apply for the FY 2022 SS4A Discretionary Grant Program to develop a comprehensive regional action plan for our communities. We offer our support to engage with you in the development of the plan and to help identify locations where improvements are needed, areas and groups that are underserved and over-represented in serious traffic crashes, countermeasures and programs to address issues. and review our policies and procedures to see if changes are needed to support traffic safety

This study will allow the communities in our region for the first time to develop an action plan that includes a wide spectrum of infrastructure strategies and projects as well as behavioral, and operational initiatives to prevent death and serious injury on our roads and streets. Traffic deaths and injury have historically exacerbated inequality among members of our diverse community, and pedestrians make up more than a quarter of all traffic deaths. The resulting action plan will help our region to define strategies to systematically address the needs of all roadway users, including pedestrians; bicyclists; public transit, private vehicles, and commercial vehicle operators, including those who live in underserved areas of the community.

This is an exciting opportunity that will allow public and private sector stakeholders from all the communities in our region to collaborate in: assessing the prevailing traffic safety conditions and historical trends of levels of crashes involving fatalities and serious injuries; identifying the locations where these crashes are most severe; contributing factors and crash types; analyzing systemic and specific safety needs; and geospatially identifying higher risk locations.

If you have any questions, please feel free to contact me directly at [CONTACT INFO].

Sincerely,

NAME
TITLE
ORGANIZATION NAME



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: August 8, 2022

To: Honorable Mayor and Members of City Council

From: Teresa Quezada, CIP Manager

SUBJECT: Regarding a Resolution rescinding the December 14, 2021 Resolution approved by City Council that authorized the Mayor to sign an Advance Funding Agreement for STP-MM Reconstruction Off-System by and between the Town of Horizon City, Texas and the State of Texas acting by and through the Texas Department of Transportation, for the North Darrington Road Reconstruction Project (CSJ #0924-06-587)

The attached resolution rescinds the Council's December 14, 2021, approval of the Advance Funding Agreement for N. Darrington Reconstruction project and authorizes the Mayor to sign the revised Local Transportation Project Advance Funding Agreement with the Texas Department of Transportation (TXDOT) for N. Darrington Reconstruction from Eastlake Blvd. to Oxbow Drive project.

The revised agreement updates the engineering costs for the project, right-of-way acquisition allocation and federal funding categories. The net changes are a reduction to the City's match from \$922,661 to \$758,354.

The City has committed ARPA funds to acquire the necessary rights-of-way for this project.

The agreement identifies TXDOT as the project designer and construction manager. The total project estimate is \$15,466,760; the City's match is approximately 4.9% of the design and construction project budget. The agreement includes an adjustment to the local match through the Economically Disadvantaged Counties Program (EDCP).

Along with the reconstruction of the roadway, the project scope also includes the installation of a drainage system and the construction of a drainage pond. Horizon City will be responsible for the property acquisition associated with the pond site and temporary construction easements during the project construction.

Staff recommends approval of the resolution.

**A RESOLUTION BY THE CITY COUNCIL OF THE
TOWN OF HORIZON CITY RESCINDING A
RESOLUTION DATED DECEMBER 14, 2022, THAT
AUTHORIZED THE MAYOR TO SIGN AN ADVANCED
FUNDING AGREEMENT WITH TxDOT FOR THE
NORTH DARRINGTON ROAD RECONSTRUCTION
PROJECT (CSJ #0924-06-587 AND AUTHORIZING THE
MAYOR TO SIGN THE AMENDMENDED ADVANCED
FUNDING AGREEMENT ATTACHED TO THIS
RESOLUTION**

WHEREAS, on December 14, 2021, the City Council of the Town of Horizon City approved a Resolution authorizing the Mayor to sign an Advanced Funding Agreement with the Texas Department of Transportation (TxDOT) for the North Darrington Road Reconstruction Project (CSJ #0924-06-587);

WHEREAS, TxDOT subsequently provided revisions to the Advanced Funding Agreement;

WHEREAS, the City Council has found the proposed revised Advanced Funding Agreement to be in the best interest of the Town of Horizon City;

WHEREAS, the City Council desires to rescind their approval of the Advanced Funding Agreement signed on December 14, 2021 and replace it with the revised version attached to this Resolution;

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

1. The foregoing recitals are adopted as facts and are incorporated fully herein.
2. The Resolution approved by the City Council on December 14, 2021, is hereby rescinded;
3. The Mayor is authorized to sign the Advanced Funding Agreement for the North Darrington Road Reconstruction Project (CSJ #0924-06-587);
4. The Mayor is further authorized to sign all documents, agreements, amendments, and perform all actions required to fulfill the obligations of the City under the revised Advance Funding Agreement.
5. This Resolution shall be effective immediately upon passage and adoption.

PASSED AND APPROVED this, the ____ day of _____, 2022, by a vote of ____ (ayes) to ____ (nays) to ____ (abstentions) of the City Council of the Town of Horizon City, Texas.

Horizon Resolution Advanced Funding Agreement
Project (CSJ #0924-06-587)

TOWN OF HORIZON CITY

By: _____
Ruben Mendoza, Mayor

ATTEST:

By: _____
Elvia Schuller, TRMC
City Clerk

APPROVED AS TO FORM:

By: _____
Sylvia Borunda Firth
Assistant City Attorney

TxDOT:		Federal Highway Administration:	
CSJ #	0924-06-587 RCSJ # 0924-06-608	CFDA No.	20.205
District #	24- El Paso	CFDA Title	Highway Planning and Construction
Code Chart 64 #	19745		
Project Name	North Darrington Road Reconstruction	<i>AFA Not Used For Research & Development</i>	

ATTACHMENT C PROJECT BUDGET

Costs will be allocated based on 80% Federal funding and 20% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation			Local Participation		
		%	Cost	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.
Engineering (by State)	\$2,266,000	0%	\$0	100%	100%	\$2,266,000	0%	0%	\$0
Environmental (by State)	\$205,000	0%	\$0	100%	100%	\$205,000	0%	0%	\$0
Construction (by State)									
Category 7-STP-MM	\$9,316,919	80%	\$7,453,535	0%	12%	\$1,118,030	20%	8%	\$745,354
Category 7-CRRSA	\$3,183,081	100%	\$3,183,081						
Subtotal	\$14,971,000		\$10,636,616			\$3,589,030			\$745,354
Environmental Direct State Costs	\$3,089	0%	\$0	0%	0%	\$0	100%	100%	\$3,089
Right of Way Direct State Costs	\$618	0%	\$0	0%	0%	\$0	100%	100%	\$618
Engineering Direct State Costs	\$3,707	0%	\$0	0%	0%	\$0	100%	100%	\$3,707
Utility Direct State Costs	\$1,262	0%	\$0	0%	0%	\$0	100%	100%	\$1,262
Construction Direct State Costs	\$4,324	0%	\$0	0%	0%	\$0	100%	100%	\$4,324
Indirect State Costs	\$482,760	0%	\$0	100%	100%	\$482,760	0%	0%	\$0
TOTAL	\$15,466,760		\$10,636,616			\$4,071,790			\$758,354

Initial payment by the Local Government to the State: \$8,676.

Payment by the Local Government to the State before construction: \$749,678.

Total payment by the Local Government to the State: \$758,354

The total amount of Local Government participation shall not exceed the amount appearing above.

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District #	24-El Paso	AFA ID	Z00001589	CFDA Title	Highway Planning and Construction
Code Chart 64 #	19745				
Project Name	North Darrington Road Reconstruction				<i>AFA Not Used For Research & Development</i>

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For
STP-MM Reconstruction
Off-System**

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **Town of Horizon City**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116073 and 115814** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **Reconstruction of four-lane roadway on Darrington Road from Eastlake Blvd to Oxbow Drive..** The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the

TxDOT:				Federal Highway Administration:	
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Code Chart 64 #	19745				
Project Name	North Darrington Road Reconstruction				<i>AFA Not Used For Research & Development</i>

Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	State	Utilities	Article 8
2.	State	Environmental Assessment and Mitigation	Article 9
3.	State	Architectural and Engineering Services	Article 11
4.	State	Construction Responsibilities	Article 12
5.	N/A	Right of Way and Real Property	Article 14

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of Reconstruction of four-lane roadway on Darrington Road from Eastlake Blvd to Oxbow Drive.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not

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- continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.
- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
 - C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
 - D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
 - E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.
 - F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
 - G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
 - H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

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- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- L. The State will not pay interest on any funds provided by the Local Government.
- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

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R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government’s proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government’s failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is

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let, the Local Government shall provide, at the State’s request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem’s mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State’s *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and

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environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

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14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.
- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.

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- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.
- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

TxDOT:				Federal Highway Administration:	
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Code Chart 64 #	19745				
Project Name	North Darrington Road Reconstruction				<i>AFA Not Used For Research & Development</i>

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
Town of Horizon City ATTN: City Planner 14999 Darrington Road Horizon City, Texas 79928	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

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21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

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- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - 1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 - 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or

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whose property has been acquired because of federal or federal-aid programs and projects).

- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

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- B. The Local Government shall adopt, in its totality, the State’s federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State’s DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State’s DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation’s Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State’s DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, “Debarment and Suspension.” By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549

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and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory’s knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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. If any funds other than federal appropriated funds have been paid or will be paid to 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 federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09->

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[14/pdf/2010-22705.pdf](http://www.txdot.gov/procurement/2010-22705.pdf) and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.

- B. The Local Government agrees that it shall:
1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform;> and
 3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

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32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Kenneth Stewart

Typed or Printed Name

Director of Contract Services

Typed or Printed Title

Date

Signature

Ruben Mendoza

Typed or Printed Name

Mayor Town of Horizon

Typed or Printed Title

Date

TxDOT:				Federal Highway Administration:	
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**ATTACHMENT A
LOCATION MAP SHOWING PROJECT**





**TOWN OF HORIZON CITY
MEMORANDUM**

Date: August 8, 2022

To: Honorable Mayor and Members of City Council

From: Teresa Quezada, CIP Manager *Teresa Quezada 8/8/2022*

SUBJECT: **On a Resolution authorizing the Mayor to sign an Interlocal Agreement (ILA) with the Camino Real Regional Mobility Authority (CRRMA) and their consultants to perform right-of-way mapping, surveying, appraisals, review appraisals, and negotiations with property owners for right-of-way activities associated with the N. Darrington Reconstruction Project (CSJ 0924-06-587)**

The attached resolution and agreement allow the City to contract with the Camino Real Regional Mobility Authority (CRRMA) to perform the right-of-way acquisition activities required for the properties to be acquired for the N. Darrington Reconstruction project. By contracting with the CRRMA, the City will ensure compliance with the federal requirements that must be followed in this project since federal funding will be used for the construction phase of the project.

At the time of posting, City staff is negotiating fees with the CRRMA, and the attached agreement is close to being finalized.

Staff is bringing the agreement to Council anticipating that final negotiations can be completed in time for the Council to consider the agreement at the August 8, 2022, meeting, and the CRRMA Board can consider the agreement at their August 9, 2022 meeting.

**TOWN OF HORIZON CITY
RESOLUTION**

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Corporation Act provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the prevention and protection of the health and safety of the inhabitants of this State and the mutual benefit of the Parties; and

WHEREAS, the Town of Horizon City, (“City”) has determined the need to create the project described as the N. Darrington Reconstruction Project (CSJ 0924-06-587) (the “Project”), and the project was approved by the Metropolitan Planning Organization (MPO) for federal funding; and

WHEREAS, the City and CRRMA desire to enter into an agreement to cooperate and define the mutual responsibilities, obligations, and duties related to the Project;

WHEREAS, the City requires the services of CRRMA to perform right-of-way mapping, surveying, appraisals, review appraisals, and conduct negotiations with property owners for right-of-way activities associated with the Project.

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

That the Mayor is hereby authorized to execute an interlocal agreement (ILA) with the Camino Real Regional Mobility Authority and their consultants to perform right-of-way mapping, surveying, appraisals, review appraisals, and negotiations with property owners for right-of-way activities associated with the N. Darrington Reconstruction Project (CSJ 0924-06-587).

PASSED AND ADOPTED this _____ day of _____, 2022.

TOWN OF HORIZON CITY

Ruben Mendoza, Mayor

ATTEST:

Elvia Schuller TRMC, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Sylvia Firth
Assistant City Attorney

Michelle Padilla
Director of Planning

**INTERLOCAL AGREEMENT
PROJECT DEVELOPMENT AGREEMENT FOR THE
DARRINGTON ROAD IMPROVEMENTS PROJECT**

THIS INTERLOCAL AGREEMENT (the Agreement) is made and entered into effective as of the ____ day of _____, 2022, by and between the TOWN OF HORIZON CITY (the Town) and the CAMINO REAL REGIONAL MOBILITY AUTHORITY (the Authority), (collectively, the Parties), for the purposes described herein.

WITNESSETH:

WHEREAS, the Town is a political subdivision of the State of Texas; and

WHEREAS, the Authority is a regional mobility authority created pursuant to the request of the City of El Paso and operating pursuant to Chapter 370 of the Texas Transportation Code (the RMA Act) and 43 TEX. ADMIN. CODE §§26.1 *et seq.* and is a body politic and corporate and political subdivision of the State; and

WHEREAS, Chapter 791 of the Texas Government Code provides that any one or more public agencies may contract with each other for the performance of governmental functions or services in which the contracting parties are mutually interested; and

WHEREAS, Section 370.033 of the RMA Act permits the Authority to enter into an agreement under which the Authority may acquire, plan, design, construct, maintain, repair, or operate a transportation project on behalf of another governmental entity if the transportation project is located in the Authority's area of jurisdiction or in a county adjacent to the Authority's area of jurisdiction; and

WHEREAS, the Town requests the Authority to acquire certain right of way along or adjacent to Darrington Road that is necessary for the improvement of such road (the Project), located in El Paso County which is within or adjacent to the Authority's area of jurisdiction; and

WHEREAS, the Town and Authority now desire to enter into this Agreement to allow for the Authority to complete the services requested by the Town for the Project; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned Parties agree as follows:

**I.
FINDINGS**

A. Recitals. The recitals set forth above are incorporated herein for all purposes and are found by the Parties to be true and correct. It is further found and determined that the Parties have authorized and approved the Agreement by resolution or order adopted by their respective governing bodies, and that this Agreement will be in full force and effect when approved by both Parties.

B. Overview of the Project. The Town and Authority have agreed to cooperatively develop the Project, due to the mutual benefit to each Party and the benefits to the region's transportation system. The Town, in coordination with the Texas Department of Transportation (TxDOT), is developing the design plans (including environmental approvals) necessary for the improvement of Darrington Road. The Authority, in coordination with the Town and as more fully enumerated within **EXHIBIT A** to this Agreement, will acquire certain parcels located along or adjacent to Darrington Road using funds provided by the Town ~~that will be used for the construction of the Darrington Road improvements~~. The Project responsibilities of each Party and the Project budget are more fully enumerated within **EXHIBITS B-C** of this Agreement.

II.

DUTIES AND RESPONSIBILITIES OF THE AUTHORITY

A. Project Services. Subject to the terms of this Agreement, the Authority agrees and is hereby authorized to use funding from the Town, or such other lawfully available funds designated from time to time, to provide all or a portion of the funding necessary for the acquisition of the parcels identified in **EXHIBIT A**.

1. Timeline for Commencement and Completion of Work. Commencement of work on the Project shall begin when the Town Representative (as defined in Section IV below) issues a written Notice to Proceed to the Authority for the Project. No later than fifteen (15) days from Authority receipt of a Notice to Proceed, the Authority will initiate the process to commence work on the Project, as more specifically described in **EXHIBITS A, B, and C**. Project-related services, including any applicable phasing of such activities, will be completed in accordance with the schedule developed between the Town and the Authority.

2. Scope of Work. Specific elements of the work required for the Project and the responsible party for the performance of such work are set forth in **EXHIBIT B** to this Agreement. Such services will be provided by the appropriate party within the jointly developed schedule referenced in subparagraph II.A.1. above.

3. Project Budget. The initial budget for the Project is set forth in **EXHIBIT C** to this Agreement (the Project Budget). The Parties will work together to attempt to minimize the actual costs as reflected in the Project Budget, and in no event shall the cash disbursements by the Authority exceed such Project Budget, absent the written agreement of the Parties.

B. Authority and Town Cooperation. The Parties shall cooperate in the development of the Project such that the Project is most effectively and efficiently developed.

1. Inspections. The Town and its authorized representatives may observe or inspect all work done and materials furnished for the Project at reasonable times and places. If either Party believes such Project is not being pursued as originally contemplated, the Parties' designated representatives shall meet to discuss appropriate actions to ensure that any defects in the Project or deviations are remedied.

2. Budget Overruns. In the event the costs of the Project funded in whole or in part from Town funds exceed, or due to a change in circumstances during development of such Project

are expected to exceed, the amount specified in the Project Budget and other lawfully available and designated funds, the Parties, through their respective designated representatives, will work together to identify the additional funding necessary for the Project. In the event additional funds cannot be identified to address such increased costs, the Parties shall work together to amend the scope of the Project to fit within the available funds or to otherwise address the Project funding shortfall.

3. Change Order. When applicable, Change Order shall mean a written order to the Authority's contractor executed by the Authority **after execution of the original construction contract between the Authority and that contractor,** directing a change in the work to be performed on a Project, and may include a change in the contract price or the time for the contractor's performance or any combination thereof. A Change Order requested by the Authority or its contractor, which would result in an increase in the Project Budget, must be approved by the Town in writing prior to creating an enforceable commitment of Town funds or other lawfully available and designated funds. A proposed Change Order requested by the Authority or its contractor shall be provided to the Town in writing and include detailed justification for the requested change(s). The Authority may approve a Change Order without the approval of the Town if the Authority agrees to pay the increased cost of the Project from its own funding source.

4. Final Acceptance. When applicable, the Authority shall notify the Town in writing upon Final Acceptance of the Project or a portion of the Project. Upon Final Acceptance of the Project, or a portion of the Project, the Authority will assign to the Town, or other responsible entity, all contractor warranties, guarantees, and bonds which it possesses with respect to such work and which extend beyond the date of such Final Acceptance. Unless otherwise agreed by the Authority, **the Authority shall have no further obligation with respect to such work after Final Acceptance.**

5. Authority Performance Measures. Some of the services being provided pursuant to this Agreement are an extension of the services being provided to the Authority under agreements with contractors or under consulting agreements with third-party professionals. As such, the Authority shall ensure, through its agreements with such contractors and third-party professionals, that the same performance measures are established and maintained for the performance of the services delivered on the Project pursuant to this Agreement as are applicable to work performed by such contractors and third parties on other Authority Projects. The Authority shall enforce such measures and standards on the Town's and the Authority's behalf, and the Authority shall not agree to modify performance measures, as they may relate to the services contemplated herein, without the prior written consent of the Town.

C. Reports to the Town. The Authority shall, at such times and in such form as the Town may reasonably request, furnish periodic information concerning the status of the Project and the performance of the Authority's obligations under this Agreement. **To the extent requested by the Town, the Authority shall make an annual report to the Town's Council on the Project. Such annual report shall include information on the current status, including financial details, of the Project and the state of the Authority as a public entity in general.**

D. Accounting. The Authority shall use diligence to insure that each distribution of Project funds is for proper and documented expenditures. Complete books and records shall be maintained by the Authority of disbursements for payments required in this Agreement. All such books and records shall be deemed complete if kept in accordance with the Governmental Accounting Standards Board's principles and in accordance with the provisions of the RMA Act. Such books and records shall be available for examination by the duly authorized officers or agents of the Town during normal business hours upon request made not less than five (5) business days prior to the date of such examination. In addition, the Authority shall coordinate with the Town's Auditor's Office to provide information and documentation necessary for the Town to complete its annual books, records and reports for each fiscal year, during which: (1) Project funds are/were distributed for the Project; (2) Project warranties are/were in effect; and/or (3) Project claims are/were outstanding.

E. Limitations on Project Development. Notwithstanding anything herein to the contrary, the Authority shall not be obligated to pursue or complete development of the Project if the funds available from the Town together with other lawfully available and designated funds are insufficient to pay all costs associated with the Project and the Town fails to provide additional funding to cover the amount of any such deficiency.

III. DUTIES AND OBLIGATIONS OF THE TOWN

A. Project Responsibilities of the Town. The Town shall be responsible for the costs of those responsibilities as enumerated within **EXHIBIT B** to this Agreement, with such payments to be made in accordance with the terms established within EXHIBIT C. ~~The Town shall transfer the funds identified in EXHIBIT C of this Agreement to the Authority within ten (10) days of the date first noted above.~~ Once those responsibilities or deliverables have been completed, the Town shall bear no additional costs for completion of the Project, unless specifically included in the Project Budget or in a written amendment of this Agreement approved by the Town.

B. Financial Obligations of the Town. Authority financial obligations created hereunder shall be limited solely to Town funds transferred from time to time by the Town to the Authority as required by this Agreement. Except for delivery of the funds enumerated herein, the Town shall have no financial obligation to make any payment, in whole or in part, on behalf of the Authority, unless specifically provided in accordance with the terms of this Agreement, its exhibits or amendments.

C. Disclosure of Information. The Town covenants and agrees that it shall cooperate with the Authority to ensure the timely completion of the Project within specified and agreed upon budgets and shall promptly provide the Authority with such information or support as may be necessary for the Authority to satisfy its obligations under this Agreement.

IV. PARTY REPRESENTATIVES AND LEGAL NOTICES

A. **Party Representatives.** The designated representatives authorized to act on behalf of each party hereto, and the addresses to which notices due hereunder should be directed, are as follows, unless and until either Party is otherwise notified in writing by the other:

<u>Town:</u>	<u>Authority:</u>
_____	_____
Executive Director	Planning Director
_____	_____
Texas Avenue	14999 Darrington Road
_____	_____
79901.	Horizon City, Texas 79928
	801
	El Paso, Texas

B. **Limitations on Town Representative.** Notwithstanding anything contained herein to the contrary, approval of the Project Budget, changes to the funding source(s), change orders that increase the Project Budget, and all amendments to this Agreement shall require the action of the Town’s Council.

C. **Legal Notices.** Any and all notices and communications under this Agreement shall be in writing and mailed by first-class mail, or hand delivered, addressed to the following designated officials:

<u>Town:</u>	<u>Authority:</u>
_____	Executive Director
_____	801 Texas Avenue
_____	El Paso, Texas 79901

**V.
TERM AND TERMINATION**

Term and Termination. Subject to the following, this Agreement shall be effective as of the date first written above and shall continue in full force and effect until the completion of the services to be provided. Notwithstanding the foregoing, and without limitation on any other remedy identified in the Agreement or available at law or in equity:

A. **either** Party may terminate this Agreement in the event of a material breach of its terms, which may include, but is not limited to, failure to make timely payments of amounts owed and failure of services to be provided in accordance with this Agreement, provided that the party seeking to terminate the Agreement has provided written notice to the other of the alleged default and the default has not been cured within thirty (30) days of receipt of such notice; and

B. the Parties may mutually agree to terminate this Agreement.

**VI.
GENERAL AND MISCELLANEOUS**

A. Waiver. Neither this Agreement nor any of the terms hereof may be waived or modified orally, but only by an instrument in writing signed by the Party against which the enforcement of the waiver or modification shall be sought. No failure or delay of any Party, in any one or more instances (i) in exercising any power, right or remedy under this Agreement or (ii) in insisting upon the strict performance by the other Party of such other Party's covenants, obligations or agreements under this Agreement, shall operate as a waiver, discharge or invalidation thereof, nor shall any single or partial exercise of any such right, power or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power or remedy.

B. Other Services. Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either of the Parties to undertake or not to undertake any other service, or to provide or not to provide any service, except as specifically set forth in this Agreement or in a separate written instrument executed by both Parties.

C. Governmental Immunity. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either of the Parties nor to create any legal rights or claims on behalf of any third party. Neither of the Parties waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

D. Amendments and Modifications. This Agreement may not be amended or modified except in writing and executed by both Parties to this Agreement and authorized by their respective governing bodies.

E. Venue. For any and all disputes arising under this Agreement, venue shall be in El Paso County, Texas.

F. Successors and Assigns. This Agreement shall bind and benefit the respective Parties and their legal successors, and shall not be assignable, in whole or in part, by any Party hereto without first obtaining the written consent of the other Party.

G. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

H. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed

as of the date first written above, when both Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

IN WITNESS WHEREOF, the Parties have executed and attested this Agreement by their officers thereunto duly authorized.

TOWN OF HORIZON CITY, TEXAS

By: _____

ATTEST:

**CAMINO REAL
REGIONAL MOBILITY AUTHORITY**

By: _____

Joyce A. Wilson, Chair

ATTEST:

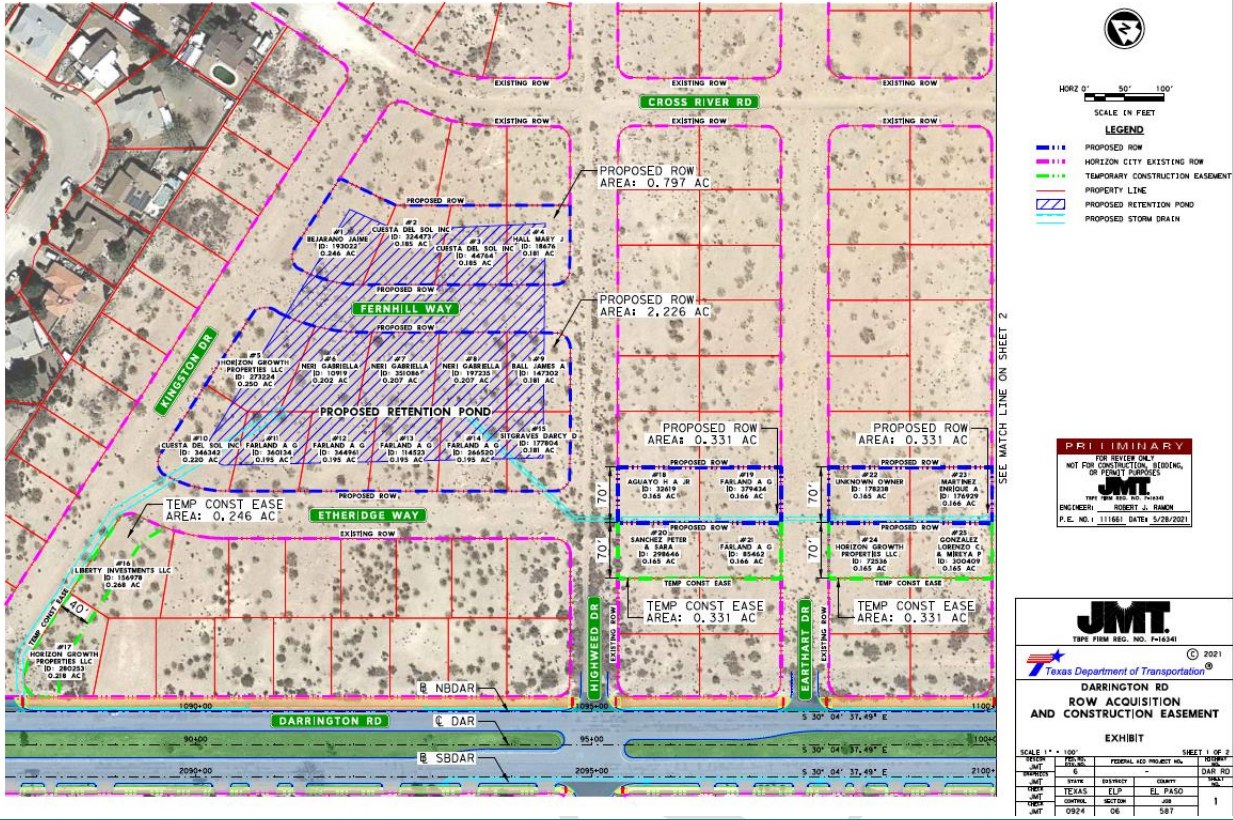
Dorothy M. (Sissy) Byrd, Secretary

EXHIBIT "A"

**DARRINGTON ROAD IMPROVEMENTS PROJECT
PROJECT DESCRIPTION**

~~INSERT SCOPE NARRATIVE AND MAP HERE~~ The Authority will provide services associated with the acquisition of nineteen (19) parcels and eighteen (18) temporary construction easements needed for the construction of the Darrington Road Project. Such services shall include, but not be limited to: appraisal, appraisal review, title, survey, and acquisition services such as submittal of offer letters, negotiation of final purchase amounts, and execution of deeds. Parcels shall be acquired in the name of the Authority and subsequently transferred to the Town. Services to be provided by the Authority shall be provided in accordance with TxDOT standards, in recognition that the Town intends to utilize federal funds in the construction of the Darrington Road Project. Eminent domain services are not to be provided by the Authority. In the event the parties determine that one or more parcels are to be acquired through eminent domain, the Authority shall provide all documentation completed for such parcel(s) to the Town, so that the Town may pursue eminent domain.

PARCELS TO BE ACQUIRED



[END OF EXHIBIT]

EXHIBIT “B”

**DARRINGTON ROAD IMPROVEMENTS PROJECT
PROJECT RESPONSIBILITIES**

- 1. PLANNING: Town**
- 2. DESIGN: Town**
- 3. ENVIRONMENTAL PERMITTING: Town**
- 4. RIGHT-OF-WAY ACQUISITION: Authority**
- 5. CONSTRUCTION LETTING: TBD**
- 6. CONSTRUCTION: TBD**
- 7. FINANCIAL OBLIGATIONS: Town Funds for ROW Acquisition**
- 8. REPORTING: Authority, for ROW Acquisition**
- 9. PERFORMANCE STANDARDS: Authority, for ROW Acquisition**
- 10. MARKETING AND PUBLIC OUTREACH: None**
- 11. UTILITY RELOCATION: Town, if necessary**
- 12. OTHERS: N/A**

[END OF EXHIBIT]

EXHIBIT "C"

**DARRINGTON ROAD IMPROVEMENTS PROJECT
PROJECT BUDGET**

DESCRIPTION	TOTAL ESTIMATED COST	AUTHORITY PAYS WITH TOWN FUNDS	AUTHORITY PAYS WITH OTHER FUNDS
ROW	\$ 0.00	\$ 0.00	\$ 0.00
UTILITY RELOCATION	\$ 0.00	\$ 0.00	\$ 0.00
PERMITS & SERVICES	\$ 0.00	\$ 0.00	\$ 0.00
ENGINEERING	\$ 0.00	\$ 0.00	\$ 0.00
CONSTRUCTION	\$ 0.00	\$ 0.00	\$ 0.00
MISCELLANEOUS	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL	\$ 0.00	\$ 0.00	\$ 0.00

NOTES:

1. The table above identifies anticipated uses by the Authority of available funds by category. However, the Authority is not limited in its use of funds by such categories and is expressly authorized to utilize funds from any category in the development of the Project, as needed; provided the Authority coordinates all such uses with the Town.
2. The Authority shall submit monthly invoices to the Town for acquisition services rendered by the Authority and its consultants, which shall be paid by the Town within thirty (30) days of receipt.
3. Upon review and approval of the final appraisal for each parcel to be acquired, the Town shall transfer funds to the Authority in an amount at least equal to the total cumulative amount identified by the appraisals. These funds shall be used by the Authority for the acquisition of the parcels necessary for the Project. Upon the transfer of these funds, the Authority shall provide monthly reporting on the amounts expended by the Authority and those amounts remaining.

[END OF EXHIBIT]



TOWN OF HORIZON CITY
MEMORANDUM

Date: June 13, 2022

To: Honorable Mayor and Members of City Council

From: Michelle Padilla, Planning Director

SUBJECT: **1st Reading of Ordinance No. 0102, Amendment No. 035**, An ordinance amending the Municipal Code of the Town of Horizon City, Texas, Chapter 14 (Zoning), Exhibit A (Zoning Ordinance), to revise and amend the following: Chapter 2 (Definitions) to revise the definitions of accessory structure, awning, canopy, carport, and garage; Section 807 (Permitted Accessory Uses) to allow detached carports, and Section 812 (Yards) to revise the regulations of side and rear yards, side street yard and front yards to allow a carport, open at a minimum of three (3) sides, for single-family dwellings or multifamily units; and providing for the following: findings of fact; repealer; severability; proper notice and hearing; the penalty being as provided in Subchapter 8, Section 810, of the City Code of the Town of Horizon City, Texas, creating a misdemeanor punishable by a fine not to exceed \$2,000.00.

The City Council directed staff to explore and propose amendments to the City's Code that would allow for the construction of carports on residential properties. The attached ordinance amendment provides the recommended changes that would allow for such carports.

The proposed ordinance amendment also addresses the feedback that the Planning and Zoning Commission provided at their May 16, 2022 meeting.

The second reading and public hearing for this amendment is scheduled for the regular City Council meeting on July 12, 2022.

ORDINANCE NO. 102, AMENDMENT NO. 035

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE TOWN OF HORIZON CITY, TEXAS, CHAPTER 14 (ZONING), EXHIBIT A (ZONING ORDINANCE), TO REVISE AND AMEND THE FOLLOWING: CHAPTER 2 (DEFINITIONS) TO REVISE THE DEFINITIONS OF ACCESSORY STRUCTURE, AWNING, CANOPY, CARPORT AND GARAGE; SECTION 807 (PERMITTED ACCESSORY USES) TO ALLOW DETACHED CARPORTS, AND SECTION 812 (YARDS) TO REVISE THE REGULATIONS OF SIDE AND REAR YARDS, SIDE STREET YARD AND FRONT YARDS TO ALLOW CARPORTS FOR SINGLE-FAMILY DWELLINGS OR MULTIFAMILY UNITS; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; REPEALER; SEVERABILITY; PROPER NOTICE AND HEARING; THE PENALTY BEING AS PROVIDED IN SUBCHAPTER 8, SECTION 810 OF THE CITY CODE OF THE TOWN OF HORIZON CITY, TEXAS, CREATING A MISDEMEANOR PUNISHABLE BY A FINE NOT TO EXCEED \$2,000.00.

WHEREAS, a proposal was brought forward by staff and considered by the Town of Horizon City Planning and Zoning Commission to amend portions of the Zoning Ordinance as set forth in Chapter 14 of the Municipal Code; and

WHEREAS, the Planning and Zoning Commission considered the staff's proposals at its May 16, 2022 meeting and voted to recommend approval of the change to the ordinance; and

WHEREAS, the notice required by the Texas Local Government Code has been published in a newspaper of general circulation; and

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

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

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

WHEREAS, the Town of Horizon City has created setbacks through ordinances, zoning restrictions and its Building Codes for reasons of public policy such as safety, privacy and environmental protection; 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 technical code.

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 14 of the Municipal Code, which chapter regulates zoning within the territorial limits of the Town of Horizon City and related matters, to amend Sections 202, 807, and 812 as follows:

CHAPTER 2 General Definitions

Section 202, General Definitions, is revised to amend the definitions of Accessory Structure, Awning, Canopy, Carport, and Garage. The Definitions shall read as follows:

Accessory Structure. An incidental subordinate building or other structure customarily detached from, incidental to, and located on the same lot as the main use or building, such as a canopy.

Awning. A shelter constructed of fabric or other material supported by the building- and installed to extend outward from the building to provide a protective shield for doors, windows and other openings for commercial- structures.

Canopy. A roofed accessory structure constructed or prefabricated (manufactured elsewhere for assembly) of fabric, metal or other material with supports extending to the ground directly under the canopy placed to extend outward and detached from the primary building or use, providing a shade. Does not include carports.

Carport. structure consisting of a solid roof that is open -on a minimum of three sides -for the purpose of storing and sheltering of motor vehicles. Does not include canopies.

Garage. A fully enclosed motor vehicle shelter, in which motor vehicles used by the tenants of the building or buildings on the premises are stored or kept.

CHAPTER 8 General Provisions

Section 807 Permitted Accessory Uses

807.1 General subsection H, Residential Accessory Structures, and subsection H.2. are hereby amended to read as follows:

H. Residential Accessory Structures incidental to residential use meeting the definition set forth in this Ordinance, to include, but not be limited to, the following: garden house/greenhouse as a hobby, home workshop or tool shed, pool house or other accessory structure incidental to a pool, detached private garage, detached carport, detached porch, storage building, or pergola, canopy or gazebo, are permitted provided they additionally meet the following requirements. In no instance shall a residential accessory structure be used as a dwelling unit or be used for sleeping or other overnight occupancy.

2. The structure shall be a minimum of five (5) feet from the main building, except ~~that carports~~that carports may be located in a side or side street yard in accordance Sections 812.3 and 812.4, and shall comply with the side and side street setback requirements. No rear yard setbacks shall be required when the structure is located in the rear yard provided that the structure has been constructed in compliance with the Technical Codes of the Town of Horizon City.

CHAPTER 8 General Provisions

~~Section 812~~ Yards

Section 812.2 Front Yards is revised to include a new subsection E and to renumber the existing section E as F so that subsections E and F will read as follows:

E. On a single-family dwelling or multifamily unit a carport, ~~over~~ a twenty-four foot (24') wide maximum driveway, or a thirty foot (30') wide maximum driveway when permitted by Section 3.06.188 of the Municipal Code, may extend not more than a length of fifteen feet (15') into a required front yard setback, measured to the edge of the roof line, for a maximum of four hundred fifty (450) square feet in size. The carport shall not exceed a height of fifteen feet (15') and must maintain setbacks from the side property lines that are the equal to the required side yard and side street yard setbacks-. The carport is encouraged to resemble the main residential structure in scale and character. A maximum of one carport may be located on a property with a single-family dwelling and a maximum of one carport per multifamily unit shall be allowed.

F. Chimney backs, bay windows, eaves and cornices may extend not more than thirty (30) inches into the required front yard except that cornices and eaves of the main building may extend not more than four (4) feet into the front yard.

CHAPTER 8 General Provisions

Section 812 Yards

Section 812.3 Side and rear yards is revised to include a new subsection D and to renumber the existing section D and E as sections E and F so that Section 812.3 will read as follows:

812.3 Side and rear yards

Side and rear yards regulations may be modified as follows:

- A. Sills, eaves, belt courses, wing-walls at heights above six feet, window air conditioning units, chimney backs, bay windows, cornices and ornamental features may project a distance not to exceed twenty-four inches into a required side yard, and thirty inches into a required rear yard.
- B. Open fire escapes, fireproof outside stairways and balconies opening from fire towers, and the ordinary projections of chimneys and flues into a rear yard for a distance of not more than three and one-half feet when so placed as to not obstruct light and ventilation, may be approved by the Director of Public Works.
- C. Open, unenclosed porches when less than one hundred eighty feet in roof area may extend twelve feet into a required rear yard.
- D. On a single-family dwelling or multifamily unit, a carport, at least nine feet (9') wide, measured to the edge of the roof line, may be located in the side or side street yard. ~~A The ce~~carport ~~located on a side or side street yard~~ shall not exceed fifteen feet (15') in height and shall not exceed the length of the side yard of the primary dwelling or unit structure. The carport shall meet the minimum side or side street yard setback and must maintain all other required setbacks. The carport is encouraged to resemble the main residential structure in scale and character-. A maximum of one carport may be located on a property with a single-family dwelling and a maximum of one carport per multifamily unit shall be allowed.
- E. Terraces which do not extend above the level of ground (first) with a one hundred fifty square foot maximum floor area and a six-foot-high screen wall may project five feet into a required yard, provided these projections be distant at least two feet from the adjacent lot line.
- F. Freestanding Automated Teller Machines (ATM's), vending machines, reverse vending machines, shade structures and refuse container areas may be located within the side and/or rear setbacks of any commercial or industrial lot, provided that the structure is not located closer than twelve feet (12') from the side and/or rear property line.

CHAPTER 8 General Provisions

Section 812.4 Side street yard is revised to include amend subsection B and add a new section C so that Section 812.4 will read as follows:

812.4 Side street yard

Side street yard regulations may be modified as follows:

- A. Sills, eaves, belt courses, wing-walls at heights above six feet, window air conditioning units, chimney backs, bay windows, cornices and ornamental features may project a distance not to exceed twenty-four inches into a required side street yard.
- B. Accessory structures may extend up to five feet into a required side street yard.
- C. On a single-family dwelling or multifamily unit, a carport, at least nine feet (9') wide, measured to the edge of the roof line, may be located in the side or side street yard. ~~A The carport located on a side or side street yard~~ shall not exceed fifteen feet (15') in height and shall not exceed the length of the side yard of the primary dwelling or unit structure in which it is located. The carport shall meet the minimum side or side street yard setback and must maintain all other required setbacks. The carport is encouraged to resemble the main residential structure in scale and character-. A maximum of one carport may be located on a property with a single-family dwelling and a maximum of one carport per multifamily unit shall be allowed.

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 upon 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 _____, 2022, 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, TRMC, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

~~Theresa Cullen Cordova~~ Sylvia Borunda Firth
AICP, CNU-A
Assistant City Attorney

Michelle Garcia,
Planning Director

First Reading: _____

Second Reading: _____

DRAFT

ORDINANCE NO. 102, AMENDMENT NO. 035

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE TOWN OF HORIZON CITY, TEXAS, CHAPTER 14 (ZONING), EXHIBIT A (ZONING ORDINANCE), TO REVISE AND AMEND THE FOLLOWING: CHAPTER 2 (DEFINITIONS) TO REVISE THE DEFINITIONS OF ACCESSORY STRUCTURE, AWNING, CANOPY, CARPORT AND GARAGE; SECTION 807 (PERMITTED ACCESSORY USES) TO ALLOW DETACHED CARPORTS, AND SECTION 812 (YARDS) TO REVISE THE REGULATIONS OF SIDE AND REAR YARDS, SIDE STREET YARD AND FRONT YARDS TO ALLOW CARPORTS FOR SINGLE-FAMILY DWELLINGS OR MULTIFAMILY UNITS; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; REPEALER; SEVERABILITY; PROPER NOTICE AND HEARING; THE PENALTY BEING AS PROVIDED IN SUBCHAPTER 8, SECTION 810 OF THE CITY CODE OF THE TOWN OF HORIZON CITY, TEXAS, CREATING A MISDEMEANOR PUNISHABLE BY A FINE NOT TO EXCEED \$2,000.00.

WHEREAS, a proposal was brought forward by staff and considered by the Town of Horizon City Planning and Zoning Commission to amend portions of the Zoning Ordinance as set forth in Chapter 14 of the Municipal Code; and

WHEREAS, the Planning and Zoning Commission considered the staff's proposals at its May 16, 2022 meeting and voted to recommend approval of the change to the ordinance; and

WHEREAS, the notice required by the Texas Local Government Code has been published in a newspaper of general circulation; and

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

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

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

WHEREAS, the Town of Horizon City has created setbacks through ordinances, zoning restrictions and its Building Codes for reasons of public policy such as safety, privacy and environmental protection; and

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Canopy. A roofed accessory structure constructed or prefabricated (manufactured elsewhere for assembly) of fabric, metal or other material with supports extending to the ground directly under the canopy placed to extend outward and detached from the primary building or use, providing a shade. Does not include carports.

Carport. structure consisting of a solid roof that is open on a minimum of three sides -for the purpose of storing and sheltering of motor vehicles. Does not include canopies.

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CHAPTER 8 General Provisions

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807.1 General subsection H, Residential Accessory Structures, and subsection H.2. are hereby amended to read as follows:

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2. The structure shall be a minimum of five (5) feet from the main building, except that carports may be located in a side or side street yard in accordance Sections 812.3 and 812.4 and shall comply with the side and side street setback requirements. No rear yard setbacks shall be required when the structure is located in the rear yard provided that the structure has been constructed in compliance with the Technical Codes of the Town of Horizon City.

CHAPTER 8 General Provisions

Section 812 Yards

Section 812.2 Front Yards is revised to include a new subsection E and to renumber the existing section E as F so that subsections E and F will read as follows:

E. On a single-family dwelling or multifamily unit a carport, over a twenty-four foot (24') wide maximum driveway, or a thirty foot (30') wide maximum driveway when permitted by Section 3.06.188 of the Municipal Code, may extend not more than a length of fifteen feet (15') into a required front yard setback, measured to the edge of the roof line, for a maximum of four hundred fifty (450) square feet in size. The carport shall not exceed a height of fifteen feet (15') and must maintain setbacks from the side property lines that are the equal to the required side yard and side street yard setbacks. The carport is encouraged to resemble the main residential structure in scale and character. A maximum of one carport may be located on a property with a single-family dwelling and a maximum of one carport per multifamily unit shall be allowed.

F. Chimney backs, bay windows, eaves and cornices may extend not more than thirty (30) inches into the required front yard except that cornices and eaves of the main building may extend not more than four (4) feet into the front yard.

CHAPTER 8 General Provisions

Section 812 Yards

Section 812.3 Side and rear yards is revised to include a new subsection D and to renumber the existing section D and E as sections E and F so that Section 812.3 will read as follows:

812.3 Side and rear yards

Side and rear yards regulations may be modified as follows:

- A. Sills, eaves, belt courses, wing-walls at heights above six feet, window air conditioning units, chimney backs, bay windows, cornices and ornamental features may project a distance not to exceed twenty-four inches into a required side yard, and thirty inches into a required rear yard.
- B. Open fire escapes, fireproof outside stairways and balconies opening from fire towers, and the ordinary projections of chimneys and flues into a rear yard for a distance of not more than three and one-half feet when so placed as to not obstruct light and ventilation, may be approved by the Director of Public Works.
- C. Open, unenclosed porches when less than one hundred eighty feet in roof area may extend twelve feet into a required rear yard.
- D. On a single-family dwelling or multifamily unit, a carport, at least nine feet (9') wide, measured to the edge of the roof line, may be located in the side or side street yard. The carport shall not exceed fifteen feet (15') in height and shall not exceed the length of the side yard of the primary dwelling or unit structure. The carport shall meet the minimum side or side street yard setback and must maintain all other required setbacks. The carport is encouraged to resemble the main residential structure in scale and character. A maximum of one carport may be located on a property with a single-family dwelling and a maximum of one carport per multifamily unit shall be allowed.
- E. Terraces which do not extend above the level of ground (first) with a one hundred fifty square foot maximum floor area and a six-foot-high screen wall may project five feet into a required yard, provided these projections be distant at least two feet from the adjacent lot line.
- F. Freestanding Automated Teller Machines (ATM's), vending machines, reverse vending machines, shade structures and refuse container areas may be located within the side and/or rear setbacks of any commercial or industrial lot, provided that the structure is not located closer than twelve feet (12') from the side and/or rear property line.

CHAPTER 8 General Provisions

Section 812.4 Side street yard is revised to include amend subsection B and add a new section C so that Section 812.4 will read as follows:

812.4 Side street yard

Side street yard regulations may be modified as follows:

- A. Sills, eaves, belt courses, wing-walls at heights above six feet, window air conditioning units, chimney backs, bay windows, cornices and ornamental features may project a distance not to exceed twenty-four inches into a required side street yard.
- B. Accessory structures may extend up to five feet into a required side street yard.
- C. On a single-family dwelling or multifamily unit, a carport, at least nine feet (9') wide, measured to the edge of the roof line, may be located in the side or side street yard. The carport shall not exceed fifteen feet (15') in height and shall not exceed the length of the side yard of the primary dwelling or unit structure in which it is located. The carport shall meet the minimum side or side street yard setback and must maintain all other required setbacks. The carport is encouraged to resemble the main residential structure in scale and character. A maximum of one carport may be located on a property with a single-family dwelling and a maximum of one carport per multifamily unit shall be allowed.

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 upon 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 _____, 2022, 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, TRMC, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Sylvia Borunda Firth Michelle Garcia, AICP, CNU-A
Assistant City Attorney

Planning Director

First Reading: _____

Second Reading: _____



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: August 9, 2022

To: Honorable Mayor and Members of City Council

From: Art Rubio, Planner

SUBJECT: On a preliminary plat application for Rancho Desierto Bello Unit 14 (#SUB002500-2022), a property legally described as a portion of Leigh Clark Survey No. 297, Town of Horizon City, El Paso County, Texas, containing 18.708 acres +/-.
Application submitted by TRE & Associates.

On July 18, 2022, the Planning and Zoning Commission voted unanimously to recommend that the City Council approve the preliminary plat for the subject property with the condition that all staff comments be addressed prior to the City Council action.

As of the posting of the agenda for the August 4, 2022, City Council meeting, staff is pending receipt of plats that address all comments. The staff recommendation will be presented to the City Council at the meeting.

Attached for your review is the consolidated and revised staff report that was presented to the Planning and Zoning Commission and the revised plats.



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

Case No.: SUB-002500-2022 **Revised 08/08/2022**
Rancho Desierto Bello Unit Fourteen (RDBU14)

Application Type: **Preliminary Plat**

P&Z Hearing Date: July 18, 2022

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

Address/Location: The vacant parcel is located west of Darrington Road and northwest of Claret Cup Road.

Legal Description: A portion of Leigh Clark Survey No. 297, Section 43, Block 78, Township 3, Texas and Pacific Railroad Company, Town of Horizon City, El Paso County, Texas

Owner: SDC Development, LTD.

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

Nearest Park: RDB 2 Park

Nearest School: Ricardo Estrada Middle School

SURROUNDING PROPERTIES:

	Zoning	Land Use
N	R-9 (Residential)	Vacant
E	R-2 (Residential)	Vacant
S	M-1 (Industrial)	Industrial
W	R-9 (Residential)	Vacant

LAND USE AND ZONING:

Existing	
Land Use	Vacant
Zoning	R-9 Residential

Application Description:

The proposed RDB-U14 Preliminary Plat Subdivision includes 68 lots for single-family residential development, the smallest lot measuring approximately 6,186 square feet and the largest lot measuring approximately 8,769 square feet in size. The applicant proposes a 52' ROW Residential Subcollector Street and a 76' ROW Minor Arterial Street to serve all the lots in the subdivision.

Cumulative Parkland Dedication:

The developer has proposed to dedicate 5.022 acres of parkland with Unit 13 to account for the entirety of the remaining Rancho Desierto Bello development, Units 12-20. The total number of units for both phases of Unit 15 is 149 lots, putting the current cumulative lot total for Units 12-20 of Rancho Desierto Bello at 386 lots. In accordance with Section 2.8.1 of the Subdivision Ordinance, this results in 2.5 acres of required parkland and \$4,400 parkland fees due. After Unit 15, the developer will carry 2.522 acres of parkland credit

that is eligible to apply to the remaining units of the development. RDB Unit 14 requires cumulative parkland of 0.5 acres for the proposed 68 lots and \$1,600 parkland fees due. After Unit 14 the developer will carry 2.022 acres of parkland credit that is eligible to apply to the remaining units of the development and the remaining credits will expire 9/21/2023, if not used.

Staff Recommendation:

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

Planning Comments:

- ~~1. Label all proposed ROWs per official MPO & MTP designation.~~
- ~~2. Label storm water drainage flow arrows as per proposed drainage plan.~~
- ~~3. Please provide full legal description on main subdivision caption.~~
- ~~4. Lots 1-7 Block 73, Lots 1-9 Block 71 and Lots 111-117 Block 53 have double frontage, please provide plat note or label restricting access to only one ROW that being Star Cactus Avenue.~~
- ~~5. Residential Sub Collector Street Cross Section does not meet Construction Design Standard Cross Section; the labeling shall match what is shown in the standards.~~
- ~~6. Please confirm why the Block and lot number sequence followed previous RDB adjacent to RDB Unit 14 and not a new sequence for a new subdivision application?~~
7. Please confirm and call out what instrument, timeline and surface improvement will be utilized to provide temporary turnaround easements on property outside subject subdivision? **To be addressed prior to or along with final plat submittal.**

Public Works Director Comments:

RANCHO DESIERTO BELLO U- 14 (Preliminary Plat)

Review #1 7/6/2022

- ~~1. Provide a note for all applicable Blocks stating driveways or vehicular access shall only be allowed on dedicated streets.~~
- ~~2. Missing easement information on Block 34 (easements between lots 24-30).~~
- ~~3. Show drainage flow arrows for subdivision to include RDB U-1 and 11 and add a note explaining the conveyance.~~
- ~~4. Provide Drainage calculations. (See ordinance 4.2.2.6 section d Developed storm water shall be addressed in the drainage study)~~
- ~~5. Provide the location of any existing utilities with the size of sewer or water mains if they exist with in the area.~~
- ~~6. Show existing addresses for RDB U-1 and 11.~~
- ~~7. Blocks 34,53,72 (EAST AND WEST SIDE), address numbers shall be 3-DIGITS (see section 107.090 ORDINANCE 00107).
Provide explanation for the 4 digits provided, is this a request from El Paso County 9-1-1 District?
NOTE: Address review/approval by the El Paso County 9-1-1 District is required (on final plat)
NOTE: Provide Closure with metes and bounds description (on final plat).~~

Town Engineer Comments:

Huitt-Zollars, Inc., acting on behalf of the Town of Horizon City in the capacity of the Town Engineer, has reviewed the improvement plans for the Rancho Desierto Bello Unit-14 in Horizon City, Texas. Based on our review, we recommend the following:

Summary of Recommended Conditions for Preliminary Plat Approval:

The Town Engineer recommends the following:

- ~~1. Address redlines and comments shown on plat.~~
- ~~2. POB does not match metes and bounds description.~~
- ~~3. Review metes and bounds, bearings do not match curve table on face of plat.~~
See redlines where there are inconsistencies.
- ~~4. Show Postal Boxes on face of plat.~~
- ~~5. Check areas indicated in the metes and bounds for the plat.~~
- ~~6. Verify area in the legal description.~~
- ~~7. Verify roadway names are consistent on the plat in all locations.~~
- ~~8. Show ROW widths on the face of plat for all roadways.~~
- ~~9. Label existing and proposed contours as indicated in legend.~~
- 10. Show **size** and location of existing utilities on plat. **The plat does not indicate that there are gas lines in the area. How is the subdivision going to receive gas?**
- 11. Provide recording document # for Rancho Desierto Bello Unit 15 Phase II on plat. **Provide prior to recording.**
- 12. **Provide closure reports for the subdivision and the individual lot to ensure closure.**
- 13. **Per the RDB Master Plan TIA findings, Claret Cup and Darrington will need to be signalized with Unit 14.**
- 14. **Per the RDB Master Plan TIA findings, a SB right-turn lane will need to be constructed with Unit 14 at Claret Cup and Darrington. The turn lane design should be included in the RDB Unit 14 improvement plans.**

School District Comments:

No objections

El Paso County 9-1-1 District:

No objections

Additional Requirements:

Within twelve (12) months of the approval of the final plats by the Town Council, a recording plat application will need to be submitted for City Council approval.

Failure of the subdivider to submit a recording plat within twelve (12) months of approval of the final plat by the City Council will nullify the approval of the final plat and obligate the subdivider to reapply for preliminary plat approval should the subdivider wish to pursue the subdivision. (§4.11.2 Subdivision Municode Chapter 10)

- Any required parks fees shall be paid prior to the recordation of the plat.

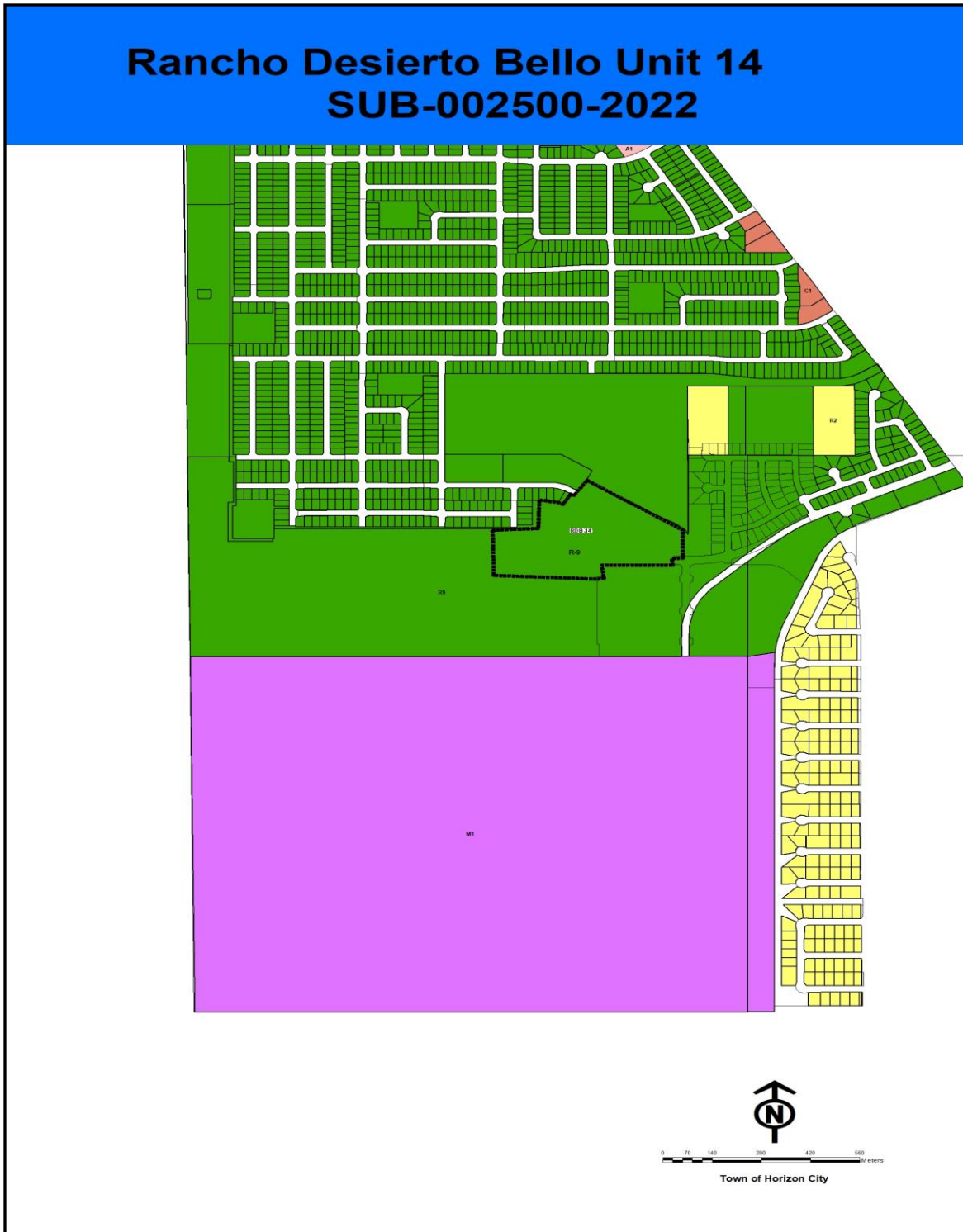
Attachments:

- 1 **Aerial**
- 2 **Zoning Map**
- 3 **Location Map**
- 4 **Preliminary Plats**
- 5 **Preliminary Plat Applications**

Attachment 1: Aerial



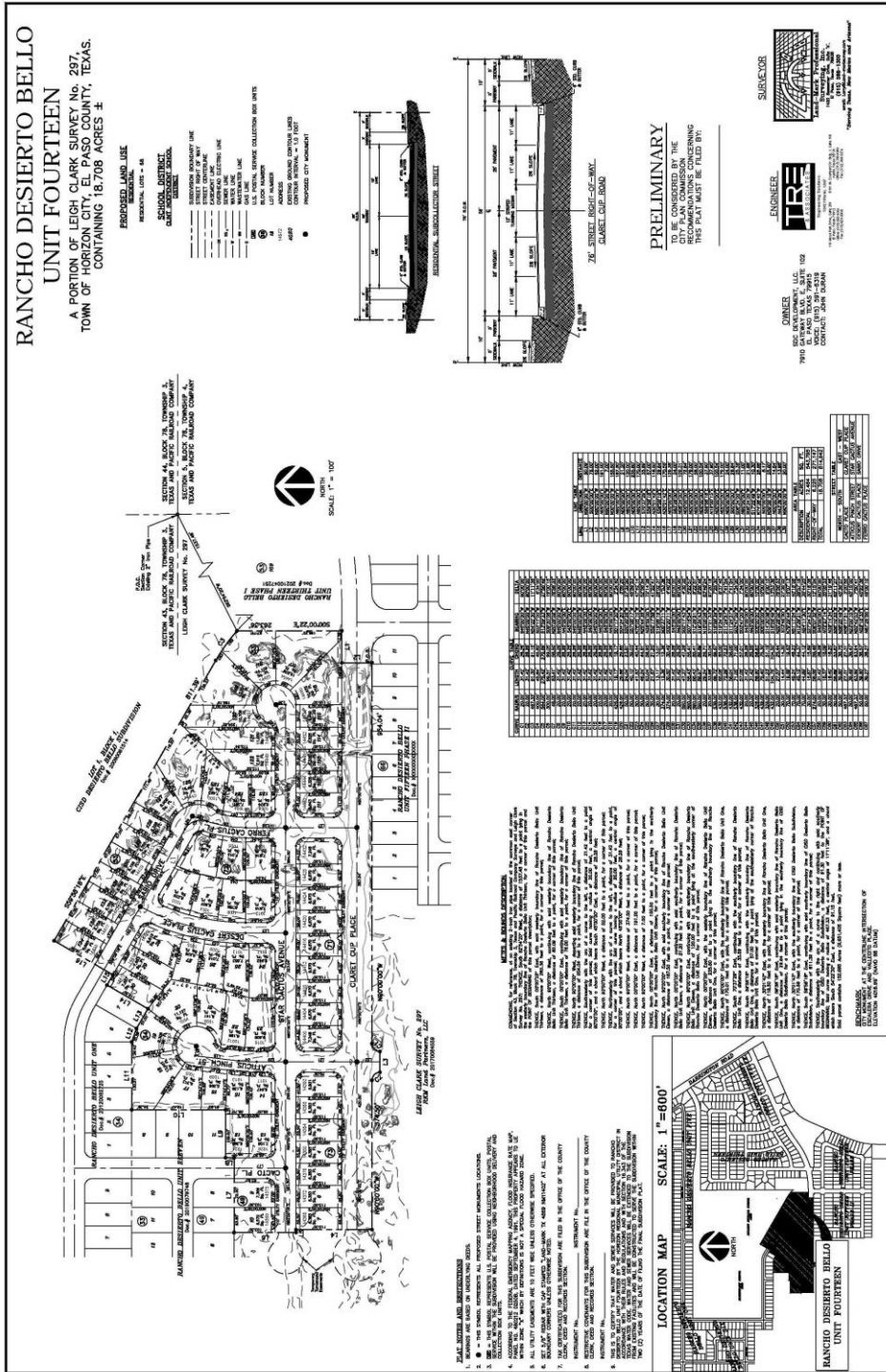
Attachment 2: Zoning Map



Attachment 3- Location Map



Attachment 4- Preliminary RDB Unit 14



Attachment 5 – Applications Phase One

SUB 002500 -2022



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

**MAJOR SUBDIVISION
 PRELIMINARY APPLICATION**

SUBDIVISION PROPOSED NAME: Rancho Desierto Bello Unit 14 SUBMITTAL DATE: 06/15/2022

1. LEGAL DESCRIPTION FOR THE AREA INCLUDED ON THIS PLAT (TRACT, BLOCK, GRANT, etc.)
A Portion of Leigh Clark Survey No. 297, Town of Horizon City, El Paso County, Texas. Containing 18.708 acres +/-

PROPERTY LAND USES:	ACRES	SITES		ACRES	SITES
SINGLE-FAMILY	<u>12.484</u>	<u>68</u>	OFFICE	_____	_____
DUPLEX	_____	_____	STREET & ALLEY	<u>6.225</u>	_____
APARTMENT	_____	_____	PONDING & DRAINAGE	_____	_____
MOBILE HOME	_____	_____	INSTITUTIONAL	_____	_____
P.U.D.	_____	_____	OTHER	_____	_____
PARK (Min 1 acre)	_____	_____	_____	_____	_____
SCHOOL	_____	_____	_____	_____	_____
COMMERCIAL	_____	_____	TOTAL NO. SITES	_____	<u>68</u>
INDUSTRIAL	_____	_____	TOTAL (GROSS) ACREAGE	<u>18.709</u>	_____

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

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

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

6. WHAT TYPE OF DRAINAGE IS PROPOSED? (IF APPLICABLE LIST MORE THAN ONE) Underground storm sewer system to retention pond.

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

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

9. IS A MODIFICATION OF ANY PORTION OF THE SUBDIVISION ORDINANCE PROPOSED? YES NO
 IF ANSWER IS "YES", PLEASE EXPLAIN THE NATURE OF THE MODIFICATION _____

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

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

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

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

14. OWNER OF RECORD SDC Development, LTD 7910 Gateway Blvd E. Suite 102, El Paso, Tx 79915 jdurand@desertviewhomes.com (915) 591-5319
 (NAME & ADDRESS) (EMAIL) (PHONE)

15. DEVELOPER SDC Development, LTD 7910 Gateway Blvd E. Suite 102, El Paso, Tx 79915 jdurand@desertviewhomes.com (915) 591-5319
 (NAME & ADDRESS) (EMAIL) (PHONE)

16. ENGINEER TRE & Associates, LLC 110 Mesa Park Drive, Suite 200 kbarraza@tr-eng.com (915) 852-9093
 (NAME & ADDRESS) (EMAIL) (PHONE)

17. APPLICANT TRE & Associates, LLC 110 Mesa Park Drive, Suite 200 kbarraza@tr-eng.com (915) 852-9093
 (NAME & ADDRESS) (EMAIL) (PHONE)

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

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

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

ORDINANCE NO. _____
TOWN OF HORIZON CITY
2022 TAX LEVY ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE TOWN OF HORIZON CITY, TEXAS, APPROVING THE 2022 AD VALOREM TAX RATE AND LEVY OF ASSESSED VALUATION OF ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY; PROVIDING FOR PENALTIES AND INTEREST; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; SEVERABILITY; SAVINGS CLAUSE; PUBLICATION AND EFFECTIVE DATE.

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

WHEREAS, the no-new revenue tax rate is the rate that will raise the amount of property tax revenue from the same properties in both the 2021 tax year and 2022 tax year;

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

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

WHEREAS, City Council of the Town of Horizon City proposes to adopt the voter approved rate for tax year 2022;

WHEREAS, a notice of the hearing on a proposed tax levy was published in the official newspaper for notice designated by the Town of Horizon City on August 29, 2022; and

WHEREAS, a public hearing on the proposed tax levy were held on September 13, 2022 as required by State law.

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

1. APPROVAL OF 2022 TAX RATE AND LEVY

That there be and is hereby levied and shall be assessed and collected for the year 2022, on all taxable property, real, personal and mixed, situated within the city limits of the Town of Horizon City, Texas (City), and not exempt by the Constitution of the State and valid state laws, voter approved ad valorem tax rate of 52.4390 **cents** (\$0.524390) on each One Hundred Dollars (\$100.00) assessed value of taxable property remains unchanged, and shall be apportioned and distributed as follows:

- (a) For the purpose of defraying the current expenses and budget of the municipal government of the City (maintenance and operations), a tax rate of 37.1331 cents (\$0.371331) on each One Hundred Dollars (\$100.00) assessed value of taxable property.
- (b) For the purpose of creating a sinking fund to pay the interest and principal maturities on all outstanding debt of the Town of Horizon City, not otherwise provided for, a tax rate of 15.3059 cents (\$0.153059) on each one hundred dollars (\$100.00) of assessed value of taxable property within the Town of Horizon City and shall be applied to the payment of interest and maturities of all such outstanding debt.

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

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

AND

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 3.5 PERCENT (3.5%) AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$12.56.

1. ASSESSMENT AND COLLECTION OF TAXES; PENALTIES AND INTEREST

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

Town of Horizon City

Tax Levy Ordinance

Page 2 of 4

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

2. FINDINGS OF FACT

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

3. SEVERABILITY CLAUSE

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

4. SAVINGS CLAUSE

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

5. PUBLICATION CLAUSE

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

6. EFFECTIVE DATE

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

7. PROPER NOTICE & MEETING

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

PASSED & APPROVED this, the ____ day of September 2022, 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:

By: _____

Elvia Schuller, City Clerk

APPROVED AS TO FORM:

By: _____

Sylvia Borunda Firth
Assistant City Attorney

TOWN OF HORIZON CITY

OPERATING BUDGET

2023

**Revenues and Expenditures
October 2022 through September 2023**

**PROPOSED
AUGUST 9, 2022
RUBEN MENDOZA, MAYOR**

Town of Horizon City Budget for Fiscal Year 2022-2023

This budget will raise more revenue from property taxes than last year's budget by an amount of \$310,654 which is a 4.97 percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$153,623.

The record vote of each member of the Town Council voting on the budget is:

Walter Miller:
Scott Quiroz:
Charlie Ortega:
Andy Renteria:
Johnny Duran:
Rafael Padilla:
Samantha Corral :
Mayor Ruben Mendoza:

The property tax rate for the preceding year: \$0.565503

The property tax rates for the current fiscal year are:

- Property tax rate: \$0.524390
- No New Revenue tax rate: \$0.519470
- No New Revenue maintenance and operations tax rate: \$0.358774
- Voter Approved tax rate: \$0.524390
- The debt rate: \$0.153059

The total amount of municipal debt obligations: \$23,195,000

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The 2023 Operating Budget reflects the City Council's goal to continue to provide for the consistent improvement of service to the people of Horizon City. The budget reflects efficiency in providing for the health, safety, and well-being of the City's citizens. City operations continue to reflect the necessary expenditures for a growing community while focusing on productivity, safety, and customer service.

There continues to be a need for additional employees to fill gaps in the expertise needed to serve a diverse population and diverse needs. Eight FTE's (Full Time Equivalents) are proposed as additions to the staffing levels. The proposed FTEs include two Police Officers, one Detective, three Dispatchers, one Human Resources Assistant, and one Parks Maintenance Worker. In addition, one Part-time is proposed - a Building Services Administrative Assistant. Continuing to look to the future, if the City continues to grow, needs can be seen for additional Police Officers, a Facilities/Fleet Manager and additional clerical support.

The budget includes a minimum wage adjustment for qualifying employees and an across the board 5.0% proposed increase in salaries for all administrative employees not receiving the minimum wage adjustment. The Collective Bargaining Agreement includes a \$2.50 per hour increase for all employees covered by the agreement and is incorporated in the proposed budget. The City continues total funding all health benefits for its employees and continues its contribution to the Texas Municipal Retirement System (TMRS) at 5.72% for the first quarter and 5.75% for the rest of the year. The TMRS rate is determined for each entity based on actuarial studies.

The City will complete Phase 5 of the five-year phase-in process of converting its owned fleet to a leased fleet. Three vehicles that were on the schedule to be replaced in FY2022, due to supply chain issues, will be replaced in FY2023. Currently there are 27 under lease. The plan calls for replacement of an additional three vehicles in Phase 5 along with those deferred from FY2022. This process began in FY2018 as a way to maximize the use of what would normally be capital funds.

The budget considers that the City will continue to sponsor the July holiday event and some small clean up event. These costs are captured in the Special Events Fund.

The City's Debt Service expenditures include principal and interest payments for the 2019 Certificates of Obligation, the 2005 Bond issue and the 2014 Certificates of Obligation. Outstanding principal as of October 1, 2022, will be \$23,195,000.

The Street Maintenance Fund expenditures include plans to resurface portions of several of the older streets, while the Transportation Reinvestment Zone Fund expenditures are dedicated to repaying the City's portion of the costs for Eastlake Phase 2 construction.

Included in this document, although not part of the Operating Budget, are the anticipated Grant Funding, the Economic Development Corporation's approved budget for FY2023, the Tax Increment Reinvestment Zone proposed budget and the proposed Capital Improvement Program through 2025.



OPERATING BUDGET

REVENUES AND EXPENDITURES BY FUND

Description	FY2021 Actual	FY2022 Revised Budget	FY2023 Budget	Increase/ (Decrease)	Percentage
Revenues					
General Fund	\$ 7,599,271	\$ 8,880,421	\$ 9,523,799	\$ 643,378	7.2 %
Debt Service Fund	1,753,084	1,867,474	1,865,294	(2,180)	(0.1)%
Street Maintenance Fund	563,474	1,120,000	1,219,510	99,510	8.9 %
Transportation Reinvestment Zone Fund	157,953	360,553	548,403	187,850	52.1 %
Special Events Fund	4	25,500	29,350	3,850	15.1 %
Revenues Total	\$ 10,073,786	\$ 12,253,948	\$ 13,186,356	\$ 932,408	7.6 %
Expenditures					
General Fund	6,908,055	8,880,425	9,523,802	643,377	7.2 %
Debt Service Fund	1,853,019	1,867,475	1,865,294	2,181	0.1 %
Street Maintenance Fund	173,479	1,120,000	1,219,510	(99,510)	(8.9)%
Transportation Reinvestment Zone Fund	149,326	360,553	548,403	(187,850)	(52.1)%
Special Events Fund	12,500	25,500	29,350	(3,850)	(15.1)%
Expenditures Total	\$ 9,096,379	\$ 12,253,953	\$ 13,186,359	\$ 932,406	7.6 %
Excess Revenue	\$ 977,407	\$ (5)	\$ (3)	2	(40.0)%

**TOWN OF HORIZON CITY
PROPERTY VALUATION AND TAX RATES**

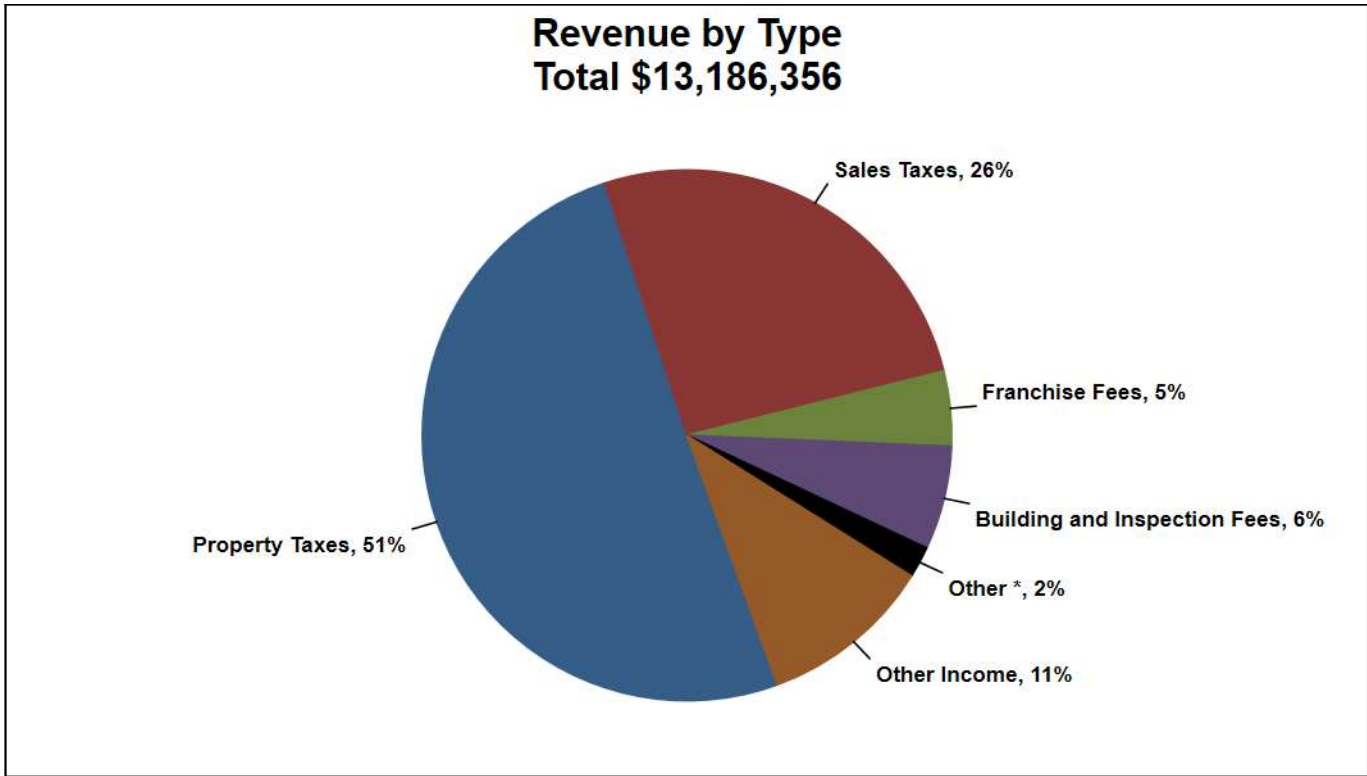
Description	2022	2023	Increase	Percent
Property Valuation	1,104,505,207	1,250,341,248	145,836,041	13.20%
<u>Property Tax Rates</u>				
Maintenance & Operation	0.389950	0.371331	(0.018619)	-4.77%
Debt Service	0.175553	0.153059	(0.022494)	-12.81%
Total	<u>0.565503</u>	<u>0.524390</u>	<u>(0.041113)</u>	<u>-7.27%</u>
Total Property Taxes	6,246,010	6,556,664	310,654	4.97%
No New Revenue Rate	0.592190	0.519470	-0.072720	-12.28%
Voter Approved Rate	0.565503	0.524390	-0.041113	-7.27%
Proposed Rate over No New Revenue Rate				0.95%
Proposed Rate over Voter Approved Rate				0.00%
 <u>Average Home</u>	\$ 138,774	\$ 158,064	\$ 19,290	
	\$ 784.77	\$ 828.87	\$ 44.10	
 <u>Low</u>				
\$70,000	\$ 395.85	\$ 367.07	\$ (28.78)	
 <u>High</u>				
\$300,000	\$ 1,696.51	\$ 1,573.17	\$ (123.34)	
 Taxes received from new property:				
All added property	\$ 29,295,478			
Taxes on all added property	\$153,623			



OPERATING BUDGET

TOTAL REVENUES AND EXPENDITURES BY TYPE

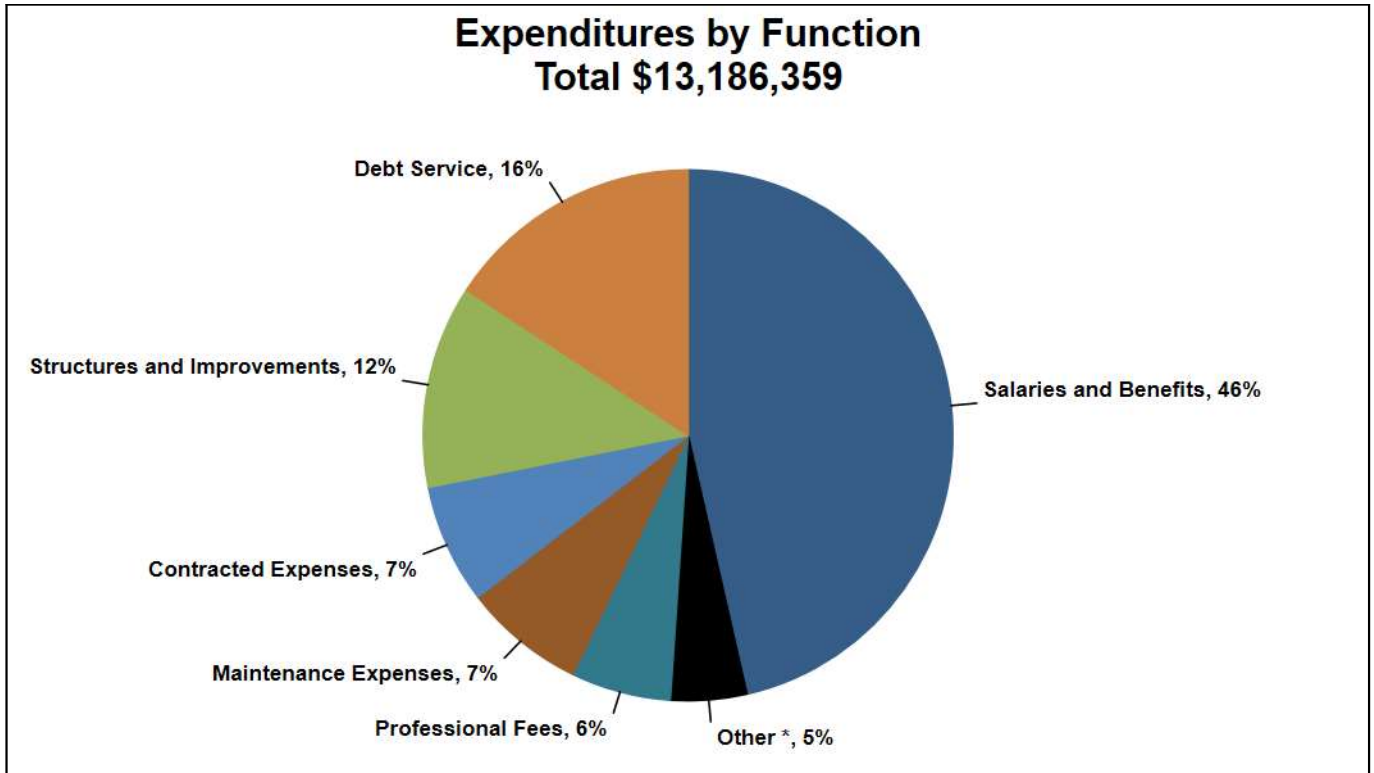
Description	FY2021 Actual	FY2022 Revised Budget	FY2023 Budget	Increase/ (Decrease)	Percentage
Revenues					
Property Taxes	\$ 5,452,575	\$ 6,212,516	\$ 6,662,925	\$ 450,409	7.3 %
Sales Taxes	2,851,162	2,928,500	3,444,374	515,874	17.6 %
Franchise Fees	510,877	513,247	601,860	88,613	17.3 %
Building and Inspection Fees	499,138	571,373	833,326	261,953	45.8 %
Citations and Fees	208,024	192,248	212,723	20,475	10.7 %
Other Income	520,052	1,706,146	1,391,386	(314,760)	(18.4)%
Interest Income	31,958	20,000	10,412	(9,588)	(47.9)%
Grant Income	-	84,418	-	(84,418)	(100.0)%
Transfer Income	-	25,500	29,350	3,850	15.1 %
Revenues Total	\$ 10,073,786	\$ 12,253,948	\$ 13,186,356	\$ 932,408	7.6 %
Expenditures					
Administration	645,546	661,717	873,519	211,802	32.0 %
Public Service	379,800	399,173	458,600	59,427	14.9 %
Building Services	317,566	459,987	462,573	2,586	0.6 %
Streets	479,217	584,056	652,891	68,835	11.8 %
Public Safety	1,968,089	2,385,230	2,865,619	480,389	20.1 %
Municipal Courts	227,697	309,630	300,663	(8,967)	(2.9)%
Parks	323,573	504,380	562,627	58,247	11.5 %
Planning	389,592	361,134	435,994	74,860	20.7 %
Code Enforcement	197,669	244,762	266,314	21,552	8.8 %
Storm Water	79,860	85,800	87,414	1,614	1.9 %
Financial Services	427,566	516,331	620,561	104,230	20.2 %
Public Safety Dispatch	820,770	954,247	1,189,115	234,868	24.6 %
Executive Officials	41,770	45,958	47,401	1,443	3.1 %
Information Technology	311,224	429,404	509,878	80,474	18.7 %
Capital Costs	2,486,440	4,312,144	3,853,190	(458,954)	(10.6)%
Expenditures Total	\$ 9,096,379	\$ 12,253,953	\$ 13,186,359	\$ 932,406	7.6 %
Excess Revenue	\$ 977,407	\$ (5)	\$ (3)	2	(40.0)%



* Indicates items that make up less than -% of the total.

Revenue by Type	FY2021 Actual	FY2022 Revised Budget	FY2023 Budget	Percentage
Property Taxes	\$ 5,452,575	\$ 6,212,516	\$ 6,662,925	50.5 %
Sales Taxes	2,851,162	2,928,500	3,444,374	26.1 %
Franchise Fees	510,877	513,247	601,860	4.6 %
Building and Inspection Fees	499,138	571,373	833,326	6.3 %
Citations and Fees*	208,024	192,248	212,723	1.6 %
Other Income	520,052	1,706,146	1,391,386	10.6 %
Interest Income*	31,958	20,000	10,412	0.1 %
Grant Income*	-	84,418	-	- %
Transfer Income*	-	25,500	29,350	0.2 %
Total	\$ 10,073,786	\$ 12,253,948	\$ 13,186,356	100.0 %

OPERATING BUDGET



* Indicates items that make up less than -% of the total.

Expenditures by Function	FY2021 Actual	FY2022 Revised Budget	FY2023 Budget	Percentage
Salaries and Benefits	\$ 4,360,000	\$ 5,086,780	\$ 6,122,192	46.4 %
Personnel Services*	79,648	159,925	153,184	1.2 %
Supplies*	110,855	196,262	216,214	1.6 %
Advertising, Dues, and Public Notices*	33,498	39,287	36,939	0.3 %
Professional Fees	584,763	731,986	805,591	6.1 %
Maintenance Expenses	694,258	851,715	975,785	7.4 %
Contracted Expenses	724,981	821,274	960,229	7.3 %
Other Expenses*	22,056	54,700	63,155	0.5 %
Structures and Improvements	214,111	1,409,053	1,631,403	12.4 %
Equipment*	183,177	269,375	112,793	0.9 %
Transportation Equipment*	62,438	248,925	-	- %
Debt Service	2,020,628	2,059,171	2,078,364	15.8 %
Transfers Out*	-	325,500	30,510	0.2 %
Special Projects*	5,966	-	-	- %
Total	\$ 9,096,379	\$ 12,253,953	\$ 13,186,359	100.0 %

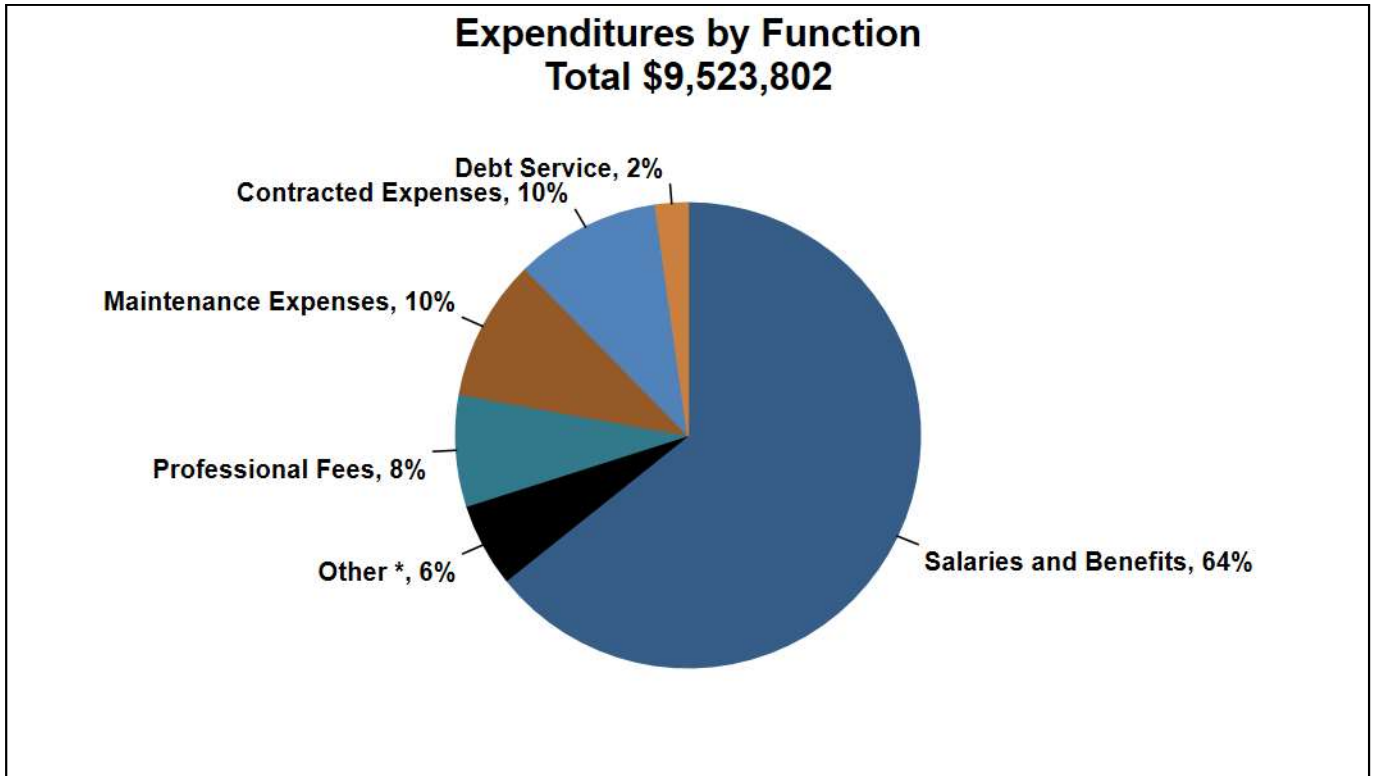
GENERAL FUND



The General fund includes the expenditures for daily operations and for routine equipment purchases whose costs are above the \$2,500 capitalization minimum. The table below shows the revenues by function and the expenditures by department along with the anticipated increases or decreases of each function or department.

FUND SUMMARY

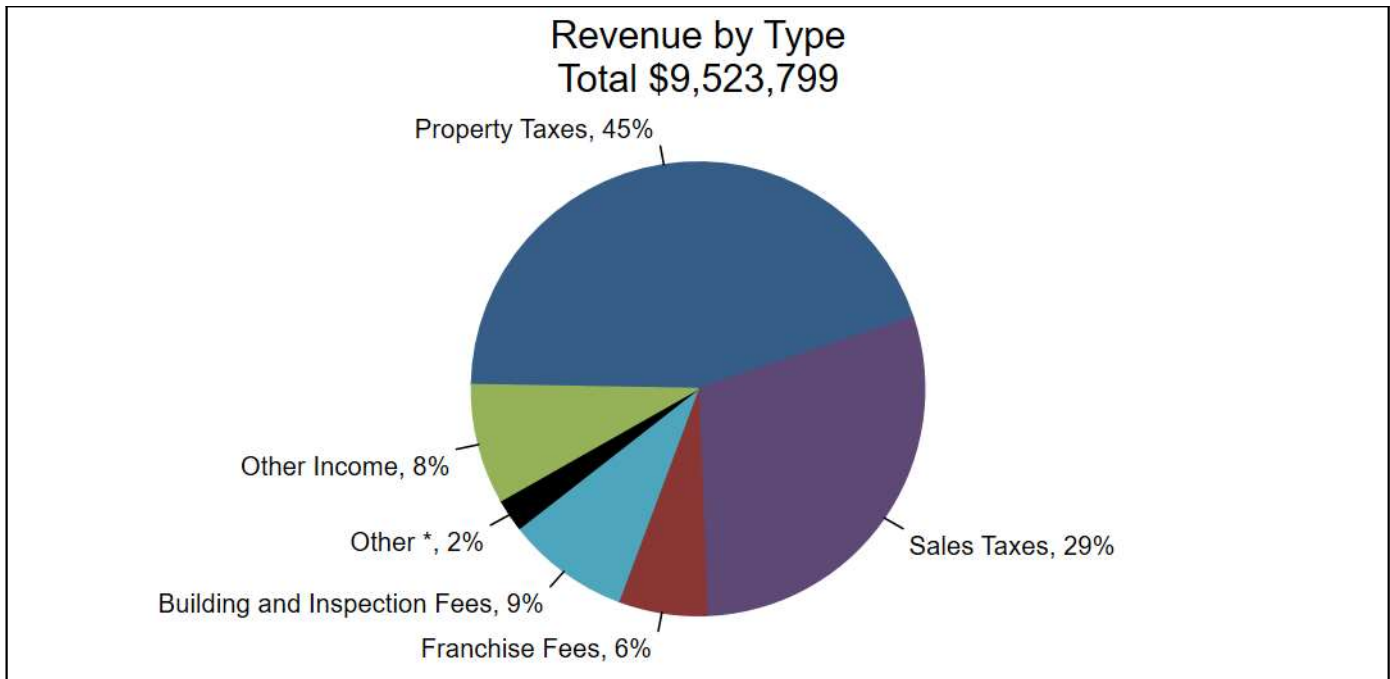
Description	FY2021 Actual	FY2022 Revised Budget	FY2023 Budget	Increase/ (Decrease)	Percentage
Revenues					
Property Taxes	\$ 3,551,605	\$ 3,984,489	\$ 4,249,228	\$ 264,739	6.6 %
Sales Taxes	2,288,601	2,349,166	2,809,088	459,922	19.6 %
Franchise Fees	510,877	513,247	601,860	88,613	17.3 %
Building and Inspection Fees	499,137	571,373	833,326	261,953	45.8 %
Citations and Fees	208,023	192,248	212,723	20,475	10.7 %
Other Income	518,873	1,165,480	807,162	(358,318)	(30.7)%
Interest Income	22,153	20,000	10,412	(9,588)	(47.9)%
Grant Income	-	84,418	-	(84,418)	(100.0)%
Revenues Total	\$ 7,599,269	\$ 8,880,421	\$ 9,523,799	\$ 643,378	7.2 %
Expenditures					
Operating					
Administration	645,548	661,217	872,919	211,702	32.0 %
Public Service	379,800	399,173	458,600	59,427	14.9 %
Building Services	317,564	459,986	462,573	2,587	0.6 %
Streets	436,058	464,057	516,381	52,324	11.3 %
Public Safety	1,955,589	2,360,230	2,836,869	476,639	20.2 %
Municipal Courts	227,696	309,630	300,661	(8,969)	(2.9)%
Parks	323,573	504,379	562,626	58,247	11.5 %
Planning	389,590	361,134	435,994	74,860	20.7 %
Code Enforcement	197,669	244,761	266,314	21,553	8.8 %
Storm Water	79,860	85,800	87,414	1,614	1.9 %
Financial Services	427,566	516,331	620,560	104,229	20.2 %
Public Safety Dispatch	820,769	954,248	1,189,114	234,866	24.6 %
Executive Officials	41,770	45,958	47,401	1,443	3.1 %
Information Technology	311,224	429,402	509,878	80,476	18.7 %
Operating Total	\$ 6,554,276	\$ 7,796,306	\$ 9,167,304	\$ 1,370,998	17.6 %
Capital					
Capital Costs-Admin	10,345	3,192	-	3,192	100.0 %
Capital Costs-Building	12,610	51,185	17,598	33,587	65.6 %
Capital Costs-Code Enforcement	11,201	41,575	16,744	24,831	59.7 %
Capital Costs-Dispatch	-	84,418	-	84,418	100.0 %
Capital Costs-Parks	50,400	58,500	-	58,500	100.0 %
Capital Costs-Planning	5,966	-	-	-	- %
Capital Costs-Police	235,832	401,807	257,056	144,751	36.0 %
Capital Costs-Streets	27,422	109,438	34,585	74,853	68.4 %
Capital Costs-Storm	-	8,500	-	8,500	100.0 %
Capital Costs-Finance	-	325,500	30,510	294,990	90.6 %
Capital Total	\$ 353,776	\$ 1,084,115	\$ 356,493	\$ (727,622)	(67.1)%
Expenditures Total	\$ 6,908,052	\$ 8,880,421	\$ 9,523,797	\$ 643,376	7.2 %
Excess Revenue	\$ 691,217	\$ -	\$ 2	\$ 2	- %
Property Tax Valuation	\$ 934,626,491	\$ 1,021,794,945	\$ 1,144,323,593	\$122,528,648	12.0 %
Proposed Tax Rate	0.403519	0.389950	0.371331	(0.018619)	(4.8)%



* Indicates items that make up less than 2% of the total

EXPENDITURES BY FUNCTION

Description	FY2021 Actual	FY2022 Revised Budget	FY2023 Budget	Percentage
Salaries and Benefits	\$ 4,360,000	\$ 5,086,780	\$ 6,122,192	64.3 %
Personnel Services*	79,648	159,925	153,184	1.6 %
Supplies*	102,028	169,262	188,404	2.0 %
Advertising, Dues, and Public Notices*	33,498	39,287	36,939	0.4 %
Professional Fees	584,763	666,986	738,641	7.8 %
Maintenance Expenses	659,925	825,715	936,095	9.8 %
Contracted Expenses	724,981	821,274	960,229	10.1 %
Other Expenses*	9,436	27,080	31,625	0.3 %
Structures and Improvements*	55,600	48,500	-	- %
Equipment*	62,043	269,375	112,793	1.2 %
Transportation Equipment*	62,438	248,925	-	- %
Debt Service	167,729	191,816	213,190	2.2 %
Transfers Out*	-	325,500	30,510	0.3 %
Special Projects*	5,966	-	-	- %
Total Expenditures	\$ 6,908,055	\$ 8,880,425	\$ 9,523,802	100.0 %



* Indicates items that make up less than 3% of the total.

REVENUE SUMMARY

Description	FY2021 Actual	FY2022 Revised Budget	FY2023 Budget	Percentage
Property Taxes	\$ 3,551,606	\$ 3,984,489	\$ 4,249,228	44.6 %
Sales Taxes	2,288,601	2,349,166	2,809,088	29.5 %
Franchise Fees	510,877	513,247	601,860	6.3 %
Building and Inspection Fees	499,138	571,373	833,326	8.7 %
Citations and Fees*	208,024	192,248	212,723	2.2 %
Other Income	518,872	1,165,480	807,162	8.5 %
Interest Income*	22,153	20,000	10,412	0.1 %
Grant Income*	-	84,418	-	- %
Total	\$ 7,599,271	\$ 8,880,421	\$ 9,523,799	100.0 %



ADMINISTRATION

Administration is responsible for (but not limited to) Open Records Requests, City Council & Special Boards Meetings Minutes and Agendas, Records Management, Elections, Execution and filing of Ordinances and Resolutions, Legal Notices, Postings and Publications.

The Administration Department consists of City Clerk, Human Resources Manager, Juvenile Case Manager/Records Manager and janitorial contract staff. In addition, reporting directly to the City Clerk are the Court Clerk and the three Deputy Court Clerks on all administrative related issues.

Significant increases in FY2023: City Attorney increased by \$50,000.00 to a total of \$180,000 to reflect the actual cost of legal fees as the City continues to grow. Contract Labor was increased by \$22,000.00 to a total of \$45,000.00 to cover the cost of contracted janitorial services for all City Hall, Police, Court Offices and six portable offices as well as the OZ/Glaze Senior Center (during early voting). These duties were formerly carried out by an in-house full time Custodian who retired in February. Maintenance - Equipment was increased by \$2,700.00 for 2023 for the Generator preventive maintenance costs. All other changes to the 2023 budget were relatively minor.

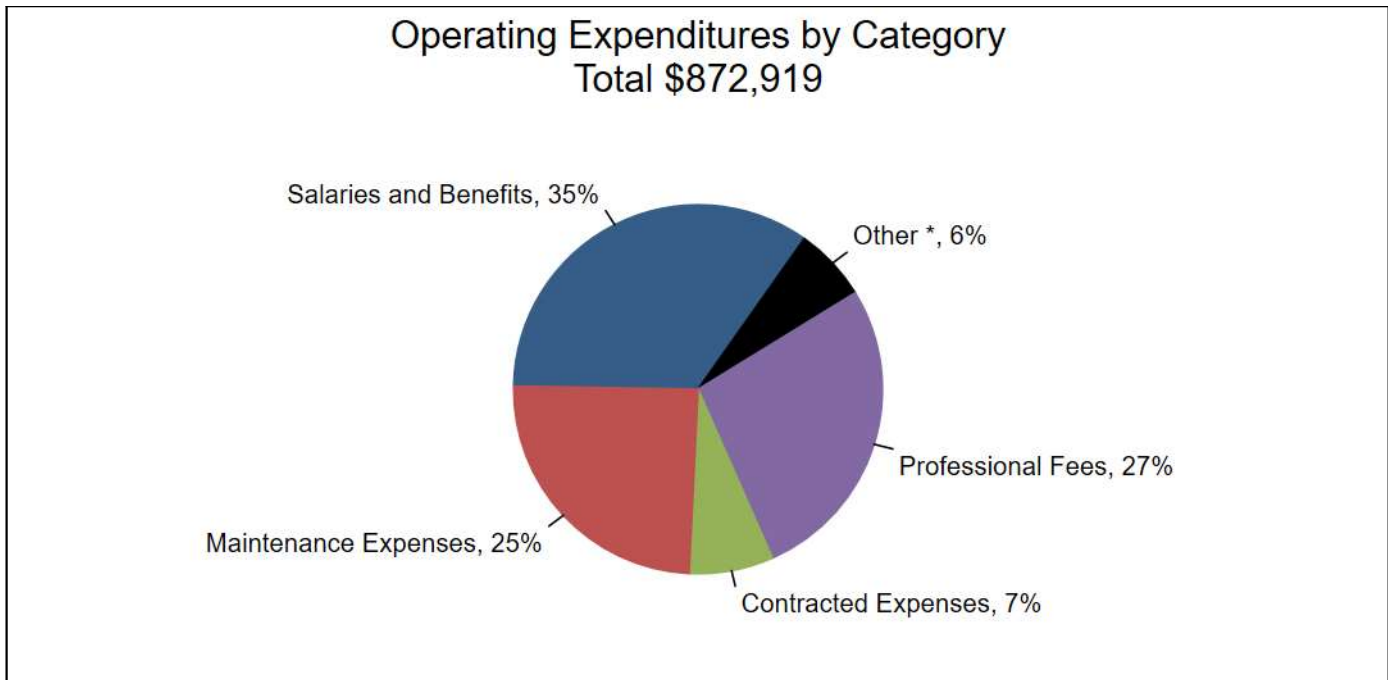
EXPENDITURE SUMMARY

Description	FY2021 Actual	FY2022 Revised Budget	FY2023 Budget	Increase/ (Decrease)
Operating				
Salaries	\$ 186,494	\$ 195,920	\$ 235,864	\$ 39,944
Payroll Taxes	13,798	14,988	18,044	3,056
Retirement Benefits	11,013	11,270	13,543	2,273
Group Health	23,482	23,490	32,856	9,366
Uniforms, Safety Equip, Supplies	235	300	350	50
Training	1,284	2,000	1,500	(500)
Travel	1,116	4,000	4,000	-
Unemployment Taxes-Texas	1,008	1,008	173	(835)
City Attorney	124,896	130,000	180,000	50,000
Janitorial Supplies	5,195	4,500	4,500	-
Materials & Supplies	755	1,000	3,000	2,000
Postage	5,643	4,000	5,000	1,000
Office Supplies	1,318	3,000	2,000	(1,000)
Furniture & Equipment < \$2,500	2,808	2,000	4,000	2,000
Employee Candidate Testing	-	60	60	-
Codification Services	1,259	2,000	2,000	-
Advertising & Public Notices	15,536	15,000	15,000	-
Dues	9,594	10,200	8,790	(1,410)
Publications & Subscriptions	20	500	525	25
Insurance - Workmen's Comp	1,691	1,751	719	(1,032)
Contract Labor	18,254	29,400	57,000	27,600
Maintenance - Surfaces	-	3,500	3,675	175
Electricity	25,673	25,500	26,775	1,275
Gas - Natural	1,783	2,000	4,000	2,000
Gasoline, Oil	203	500	350	(150)
Maintenance - Bldg	10,197	23,000	23,000	-
Maintenance - Equipment	3,401	4,500	7,425	2,925
Waste Disposal	4,045	3,000	7,500	4,500
Water	2,698	2,000	2,000	-
Telephone & Communications	33,326	35,000	36,750	1,750
Rents - Equipment	12,581	16,000	16,800	800
Rents - Building	74,517	75,600	81,600	6,000
Storage Rental	877	2,000	4,000	2,000
Software Licensing & Maintenance Fees	(15)	-	-	-
Miscellaneous Expense	-	200	200	-
Public Relations	9	1,530	1,500	(30)
Election Expense	50,814	-	62,496	62,496
Employee Appreciation	38	10,500	5,924	(4,576)
Operating Total	\$ 645,546	661,217	872,919	\$ 211,702



Description	FY2021 Actual	FY2022 Revised Budget	FY2023 Budget	Increase/ (Decrease)
Capital				
Improvements	6,114	-	-	-
Software	4,231	3,192	-	(3,192)
Capital Total	\$ 10,345	\$ 3,192	\$ -	(3,192)
Expenditure Total	\$ 655,891	\$ 664,409	\$ 872,919	\$ 208,510

Percentage Increase 23.9 %



* Indicates items that make up less than 3% of the total.

Description	FY2021 Actual	FY2022 Revised Budget	FY2023 Budget	Percentage
Salaries and Benefits	\$ 237,486	\$ 248,427	\$ 301,199	34.5 %
Personnel Services*	2,673	16,860	11,834	1.4 %
Supplies*	15,719	14,500	18,500	2.1 %
Advertising, Dues, and Public Notices*	25,150	25,700	24,315	2.8 %
Professional Fees	143,150	159,400	237,000	27.2 %
Contracted Expenses	52,073	2,000	64,496	7.4 %
Maintenance Expenses	169,286	192,600	213,875	24.5 %
Other Expenses*	9	1,730	1,700	0.2 %
Total	\$ 645,546	\$ 661,217	\$ 872,919	100.0 %



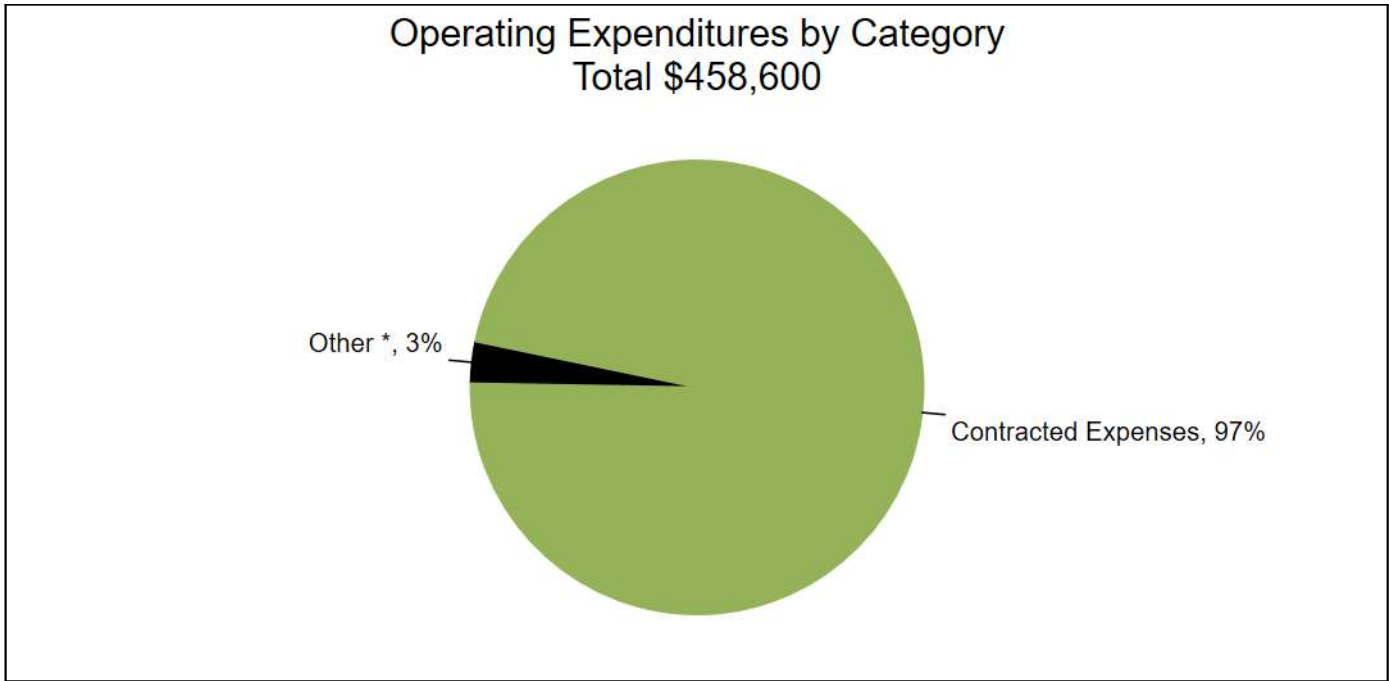
PUBLIC SERVICE

This department captures the costs for the Oz Glaze Senior Center and the various inter-local agreements the City has with the City of Paso, the County of El Paso and other agencies providing quality of life services. Most of the expenses are obligations to others and are therefore not controllable.

FY2023 costs for the Health Services and Environmental Services is pending new agreement.

EXPENDITURE SUMMARY

Description	FY2021 Actual	FY2022 Revised Budget	FY2023 Budget	Increase/ (Decrease)
Operating				
Health Services Contract	\$ 167,751	\$ 167,751	167,751	\$ -
Environmental Services Contract	9,236	9,421	9,609	188
Animal Shelter Contract	18,732	20,000	25,000	5,000
Animal Control Field Services	49,392	49,392	49,392	-
Ambulance Service	123,620	126,092	176,698	50,606
Mass Transit	-	15,000	16,500	1,500
Materials & Supplies	-	250	250	-
Contract Labor	300	-	-	-
Maintenance - Surfaces	-	500	500	-
Electricity	3,446	3,600	3,500	(100)
Gas - Natural	1,012	1,060	1,500	440
Maintenance - Bldg	732	1,000	1,500	500
Maintenance - Equipment	-	250	500	250
Waste Disposal	936	978	1,300	322
Water	2,500	1,279	1,500	221
Telephone & Communications	2,143	2,100	2,600	500
Maintenance - Rockwalls and Fencing	-	500	500	-
Operating Total	\$ 379,800	\$ 399,173	458,600	\$ 59,427
Capital				
Capital Total	\$ -	\$ -	\$ -	\$ -
Expenditure Total	\$ 379,800	\$ 399,173	\$ 458,600	\$ 59,427
Percentage Increase				13.0 %



* Indicates items that make up less than 3% of the total.

Description	FY2021 Actual	FY2022 Revised Budget	FY2023 Budget	Percentage
Supplies*	\$ -	\$ 250	\$ 250	0.1 %
Professional Fees*	300	-	-	- %
Contracted Expenses	368,731	387,656	444,950	97.0 %
Maintenance Expenses*	10,769	11,267	13,400	2.9 %
Total	\$ 379,800	\$ 399,173	\$ 458,600	100.0 %



BUILDING SERVICES

Building Services is responsible for all permitting, licensing, and inspection services for vertical construction and repairs. Employees consist of: two Permit Administrative Assistants, two Building Inspectors, one Plans Examiner and one Building Official.

The budget includes a request for a part-time administrative assistant for FY2023 to assist with training and new software implementation.

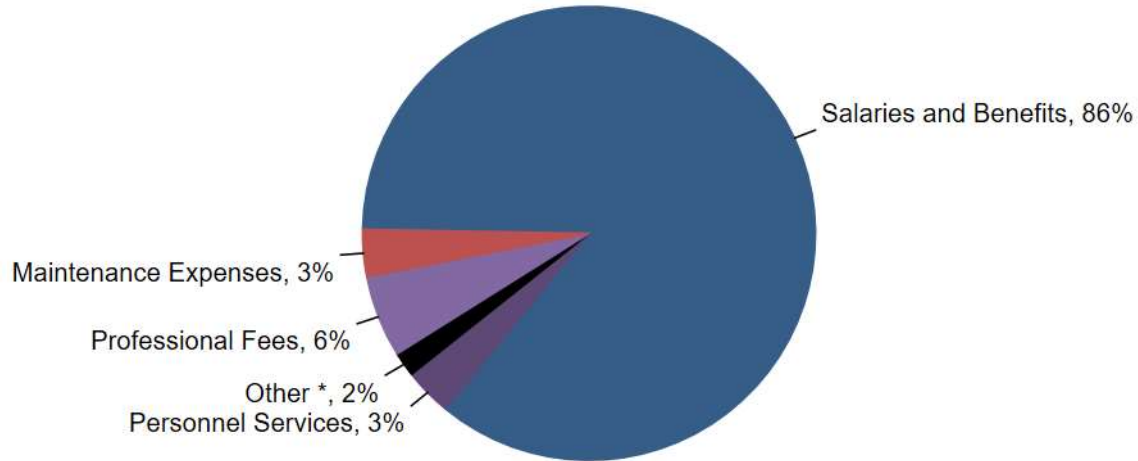
EXPENDITURE SUMMARY

Description	FY2021 Actual	FY2022 Revised Budget	FY2023 Budget	Increase/ (Decrease)
Operating				
Salaries	\$ 230,771	\$ 261,963	\$ 303,732	\$ 41,769
Overtime	-	500	500	-
Payroll Taxes	15,611	20,078	23,274	3,196
Retirement Benefits	13,479	15,097	17,469	2,372
Group Health	29,077	35,210	49,312	14,102
Uniforms, Safety Equip, Supplies	834	1,500	1,545	45
Training	5,555	4,800	7,000	2,200
Travel	5,232	5,500	7,000	1,500
Unemployment Taxes-Texas	1,630	1,512	223	(1,289)
Materials & Supplies	6	1,000	1,100	100
Office Supplies	1,424	2,500	2,575	75
Furniture & Equipment < \$2,500	1,143	1,000	1,000	-
Employee Candidate Testing	119	125	125	-
Dues	812	1,100	1,200	100
Publications & Subscriptions	618	1,500	1,600	100
Insurance - Workmen's Comp	1,468	1,526	1,683	157
Contract Labor	4,350	73,664	27,000	(46,664)
Gasoline, Oil	1,104	2,200	3,000	800
Maintenance - Bldg	130	1,000	1,000	-
Maintenance - Equipment	-	250	250	-
Maintenance - Vehicles	1,090	2,500	2,500	-
Water	438	875	875	-
Telephone & Communications	2,601	2,600	2,860	260
Software Licensing & Maintenance Fees	-	21,237	5,000	(16,237)
Miscellaneous Expense	-	400	400	-
Public Relations	-	250	250	-
Employee Appreciation	74	100	100	-
Operating Total	\$ 317,566	\$ 459,987	462,573	\$ 2,586
Capital				
Vehicles - Community Development	\$ -	\$ 34,793	\$ -	\$ (34,793)
Capital Lease Interest - Building Services	3,914	3,683	4,222	539
Capital Lease Principal - Building Services	8,695	12,710	13,376	666
Capital Total	\$ 12,609	\$ 51,186	\$ 17,598	(33,588)
Expenditure Total	\$ 330,175	\$ 511,173	\$ 480,171	(31,002)

Percentage Increase

(6.5)%

Operating Expenditures by Category
Total \$462,573



* Indicates items that make up less than 3% of the total.

Description	FY2021 Actual	FY2022 Revised Budget	FY2023 Budget	Percentage
Salaries and Benefits	\$ 292,036	\$ 335,886	\$ 396,193	85.6 %
Personnel Services	11,814	12,025	15,770	3.4 %
Supplies*	2,573	4,500	4,675	1.0 %
Advertising, Dues, and Public Notices*	1,430	2,600	2,800	0.6 %
Professional Fees	4,350	73,664	27,000	5.8 %
Maintenance Expenses	5,363	30,662	15,485	3.3 %
Other Expenses*	-	650	650	0.1 %
Total	\$ 317,566	\$ 459,987	\$ 462,573	100.0 %



STREETS

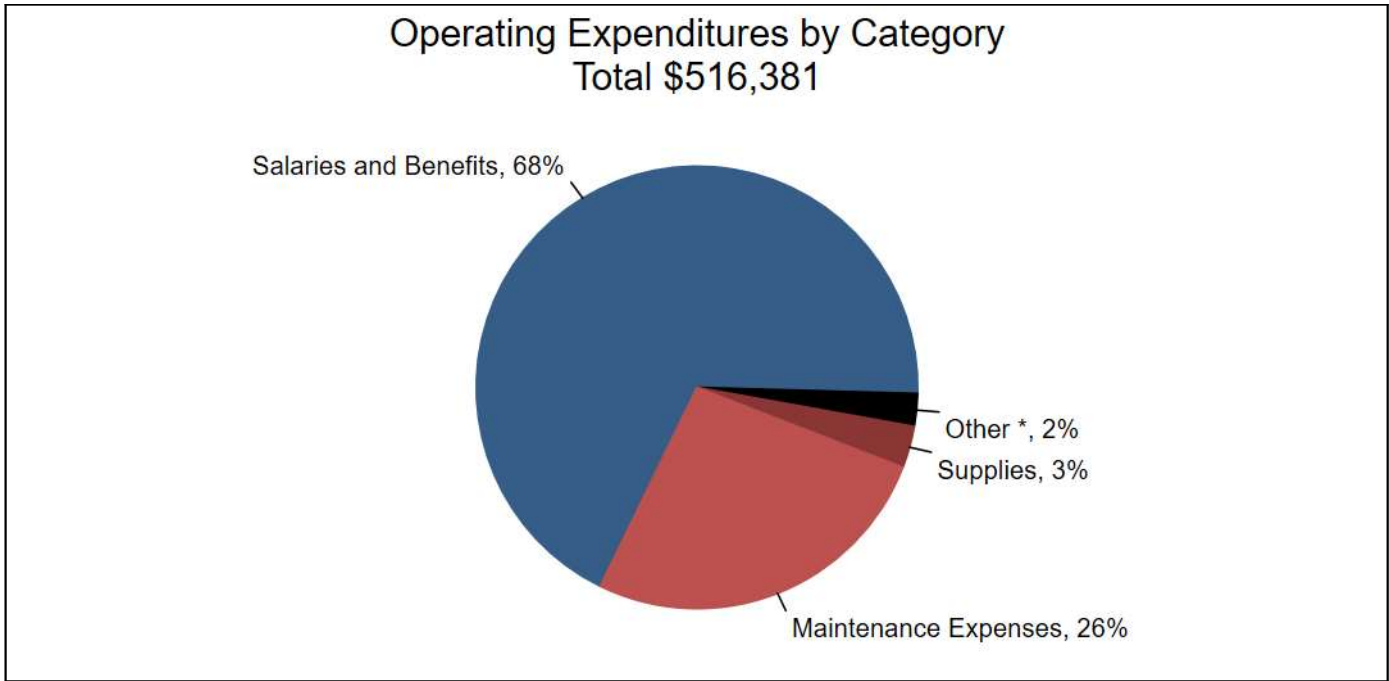
Streets is responsible for the maintenance of city roadways and facilities and oversees all public works projects.

Employees consist of three Maintenance Crew Members, the Compliance Inspector and the Public Works Director.

The proposed increase in the Maintenance - Equipment line item is to account for the ongoing issues with increased damage that is caused to city facilities such as street light posts.

EXPENDITURE SUMMARY

Description	FY2021 Actual	FY2022 Revised Budget	FY2023 Budget	Increase/ (Decrease)
Operating				
Salaries	\$ 227,803	\$ 240,029	\$ 259,724	\$ 19,695
Overtime	606	1,500	1,500	-
Payroll Taxes	17,138	18,477	19,984	1,507
Retirement Benefits	13,437	13,893	14,999	1,106
Group Health	29,199	29,324	41,070	11,746
Uniforms, Safety Equip, Supplies	1,569	1,545	1,591	46
Training	1,686	2,500	2,575	75
Travel	-	1,500	1,545	45
Unemployment Taxes-Texas	1,260	1,260	191	(1,069)
Materials & Supplies	3,842	3,500	3,605	105
Street Signs	939	1,500	2,500	1,000
Office Supplies	227	700	721	21
Furniture & Equipment < \$2,500	4,589	8,700	8,961	261
Employee Candidate Testing	-	125	128	3
Dues	1,256	700	721	21
Publications & Subscriptions	-	100	103	3
Insurance - Workmen's Comp	12,793	13,987	14,810	823
Contract Labor	17,232	29,000	5,000	(24,000)
Maintenance - Surfaces	7,015	3,600	13,716	10,116
Electricity	63,741	60,000	61,800	1,800
Gasoline, Oil	9,786	4,100	4,223	123
Maintenance - Bldg	-	1,000	1,030	30
Maintenance - Equipment	7,683	4,000	35,000	31,000
Maintenance - Vehicles	2,845	5,000	5,150	150
Waste Disposal	3,859	4,000	2,369	(1,631)
Water	687	1,000	1,030	30
Telephone & Communications	3,326	4,000	4,120	120
Rents - Equipment	1,581	1,100	1,133	33
Storage Rental	1,958	1,716	2,400	684
Software Licensing & Maintenance Fees	-	2,200	412	(1,788)
Maintenance - Rockwalls and Fencing	-	3,500	3,605	105
Miscellaneous Expense	-	500	515	15
Employee Appreciation	-	-	150	150
Operating Total	\$ 436,057	\$ 464,056	516,381	\$ 52,325
Capital				
Equipment - Streets	\$ 3,472	\$ 43,265	\$ -	\$ (43,265)
Vehicles - Streets	-	34,793	-	(34,793)
Capital Lease Interest - Streets	7,857	6,652	7,190	538
Capital Lease Principal - Streets	16,093	24,728	27,395	2,667
Capital Total	\$ 27,422	\$ 109,438	\$ 34,585	(74,853)
Expenditure Total	\$ 463,479	\$ 573,494	\$ 550,966	(22,528)
Percentage Increase				(4.1)%



* Indicates items that make up less than 3% of the total.

Description	FY2021 Actual	FY2022 Revised Budget	FY2023 Budget	Percentage
Salaries and Benefits	\$ 302,236	\$ 318,470	\$ 352,278	68.2 %
Personnel Services*	3,255	5,670	5,989	1.2 %
Supplies	9,597	14,400	15,787	3.1 %
Advertising, Dues, and Public Notices*	1,256	800	824	0.2 %
Professional Fees*	17,232	29,000	5,000	1.0 %
Maintenance Expenses	102,481	95,216	135,988	26.3 %
Other Expenses*	-	500	515	0.1 %
Total	\$ 436,057	\$ 464,056	\$ 516,381	100.0 %



PUBLIC SAFETY

The Public Safety budget incorporates the day-to-day operations of the Police department. Included in this budget are costs for police officer salaries, overtime, uniforms, equipment, telephone, training, office supplies, vehicle, and building maintenance, storage leasing, and public relations activities.

The police department currently consists of the (1) Police Chief, (1) Assistant Police Chief, (2) Lieutenants, (3) Patrol Sergeants, (3) Patrol Corporals, (12) Patrol Officers, (2) Detectives, (1) Warrants and Bailiff Police Officer, (1) Community Resource Officer, (1) Training and Background Investigative Police Officer, (1) Police Recruit, (1) Administrative Assistant, (1) Administrative Assistant Payroll Clerk, and (1) Crime Scene Technician.

As our community continues to grow, so does our need to provide timely and responsive police services. Recent audits of reported crime indicated an underreported number of crimes being classified. In addition, the population to officer ratio method of staffing a police department seems outdated. This year we used the relief factor formula which indicated we have a shortage of 4.31 Patrol Officers and two Detectives. Finally, we have established a collaborative effort with IDEA Schools in which they have agreed to pay for and sponsor a school resource officer for their Horizon Campus.

The request in this budget includes two additional sworn Patrol Officers and an additional Detective including the School Resource Officer.

EXPENDITURE SUMMARY

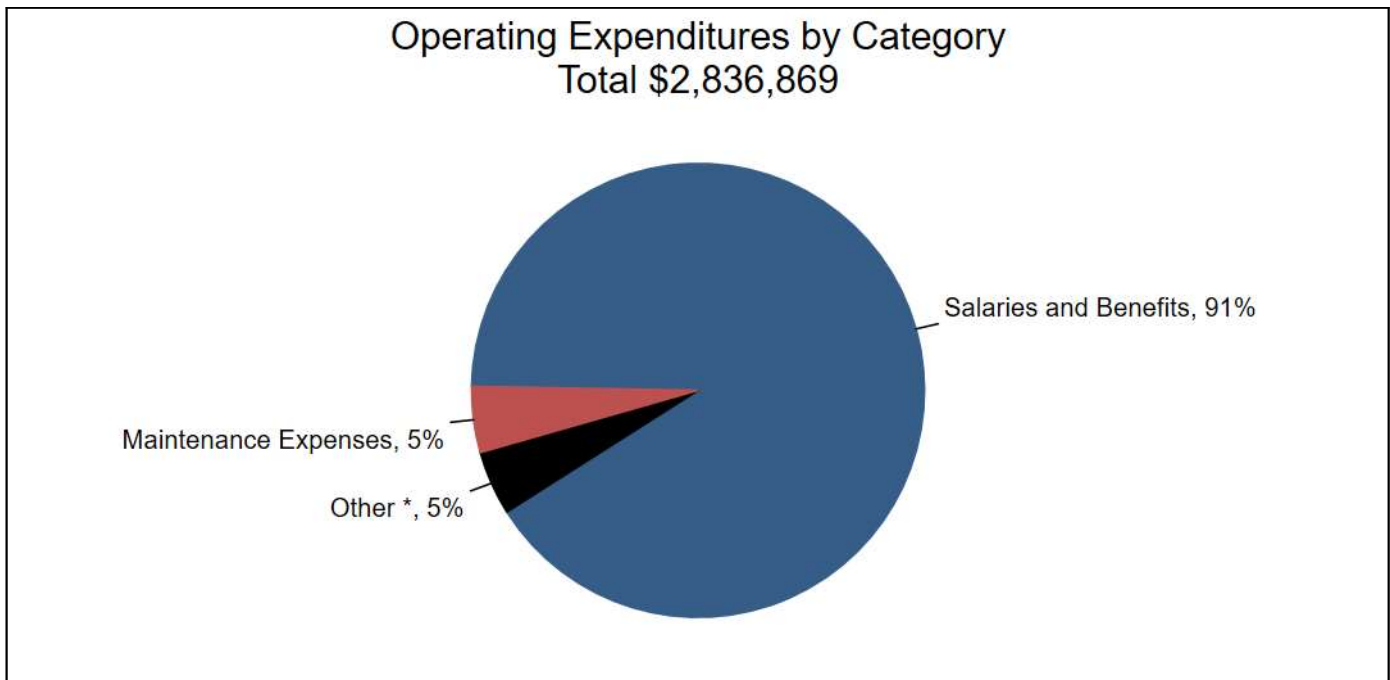
Description	FY2021 Actual	FY2022 Revised Budget	FY2023 Budget	Increase/ (Decrease)
Operating				
Salaries	\$ 1,306,198	\$ 1,565,974	\$ 1,912,077	\$ 346,103
Overtime	58,601	72,091	50,129	(21,962)
Payroll Taxes	101,049	125,656	150,109	24,453
Retirement Benefits	81,204	94,471	112,670	18,199
Group Health	149,234	168,081	272,170	104,089
Uniforms, Safety Equip, Supplies	37,833	49,266	39,110	(10,156)
Training	4,724	14,500	17,500	3,000
Travel	3,733	10,000	10,000	-
Unemployment Taxes-Texas	8,385	7,812	1,439	(6,373)
Materials & Supplies	4,005	12,120	12,484	364
Office Supplies	3,480	7,000	7,000	-
Furniture & Equipment < \$2,500	17,215	25,000	25,000	-
Employee Candidate Testing	2,386	1,500	1,500	-
Advertising & Public Notices	-	100	100	-
Dues	1,859	3,039	1,549	(1,490)
Publications & Subscriptions	-	600	600	-
Insurance - Workmen's Comp	44,623	52,100	75,069	22,969
Contract Labor	150	300	300	-
Gasoline, Oil	46,990	45,200	42,230	(2,970)
Maintenance - Bldg	6,546	3,000	3,000	-
Maintenance - Equipment	2,342	6,000	6,000	-
Maintenance - Vehicles	40,845	23,000	23,000	-
Water	2,902	2,316	2,316	-
Telephone & Communications	19,136	25,184	24,884	(300)
Rents - Equipment	-	1,000	1,000	-
Rents - NNO	-	2,000	2,000	-
Storage Rental	1,275	2,100	2,100	-
Software Licensing & Maintenance Fees	9,373	26,520	26,683	163
Miscellaneous Expense	451	100	100	-
Public Relations	558	2,500	2,500	-
Movies in the Park	-	4,500	4,500	-
National Night Out	316	1,500	1,500	-
Christmas Parade	-	1,300	1,650	350
HC Explorers	-	1,000	1,000	-
Crime Victims Expense	-	3,000	3,000	-
Employee Appreciation	176	400	600	200
Operating Total	\$ 1,955,589	\$ 2,360,230	2,836,869	\$ 476,639

PUBLIC SAFETY



Description	FY2021 Actual	FY2022 Revised Budget	FY2023 Budget	Increase/ (Decrease)
Capital				
Improvements - Public Safety	\$ 7,786	\$ -	\$ -	\$ -
Equipment - Public Safety	45,640	120,000	112,793	(7,207)
Vehicles - Public Safety	62,438	152,053	-	(152,053)
Capital Lease Interest - Public Safety	28,160	23,385	25,320	1,935
Capital Lease Principal - Public Safety	91,809	106,369	118,943	12,574
Capital Total	\$ 235,833	\$ 401,807	\$ 257,056	(144,751)
Expenditure Total	\$ 2,191,422	\$ 2,762,037	\$ 3,093,925	\$ 331,888

Percentage Increase 10.7 %



* Indicates items that make up less than 3% of the total.

Description	FY2021 Actual	FY2022 Revised Budget	FY2023 Budget	Percentage
Salaries and Benefits	\$ 1,749,294	\$ 2,086,185	\$ 2,573,663	90.7 %
Personnel Services*	48,852	75,666	68,710	2.4 %
Supplies*	24,700	44,120	44,484	1.6 %
Advertising, Dues, and Public Notices*	1,859	3,739	2,249	0.1 %
Professional Fees*	150	3,300	3,300	0.1 %
Maintenance Expenses	129,409	136,320	133,213	4.7 %
Other Expenses*	1,325	10,900	11,250	0.4 %
Total	\$ 1,955,589	\$ 2,360,230	\$ 2,836,869	100.0 %



MUNICIPAL COURTS

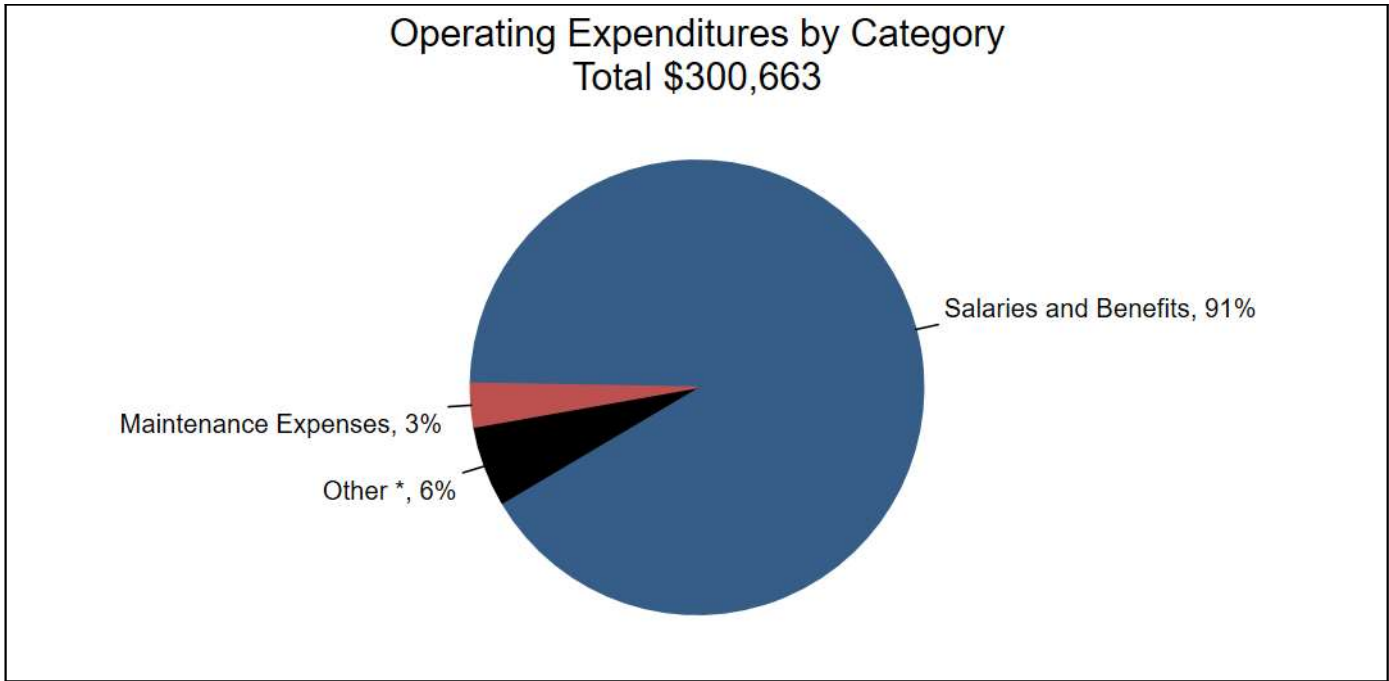
The Municipal Courts Department is responsible for assessing and collecting fines and fees related to violations of state and city laws and ordinances.

Employees include the Municipal Court Judge, one Court Clerk and three Deputy Court Clerks. The Court Clerk supervises the day to day work duties and responsibilities of the three Deputy Court Clerks and oversees and manages work schedules and attendance. The Juvenile Case Manager/Records Manager works with the Judge and handles juvenile offenders.

The Courts Budget for FY2023 was kept at similar to last year's budget amounts with one exception for Telephone & Communications which was increased by \$3,500.00 to \$6,000.00 for the monthly costs of Cellular Phones issued to all Municipal Court staff. All other accounts required minor or zero changes.

EXPENDITURE SUMMARY

Description	FY2021 Actual	FY2022 Revised Budget	FY2023 Budget	Increase/ (Decrease)
Operating				
Salaries	\$ 117,565	\$ 172,274	\$ 155,381	\$ (16,893)
Payroll Taxes	11,186	16,761	15,682	(1,079)
Retirement Benefits	9,533	12,602	11,771	(831)
Group Health	25,223	35,158	41,070	5,912
Training	229	1,500	1,000	(500)
Travel	-	3,500	3,675	175
Unemployment Taxes-Texas	1,442	1,512	150	(1,362)
Judge	45,000	46,817	49,613	2,796
Visiting Judge - Contracted	2,740	3,000	3,000	-
Translator - Contracted	1,881	1,500	1,500	-
Materials & Supplies	60	500	525	25
Office Supplies	2,540	3,500	3,000	(500)
Furniture & Equipment < \$2,500	28	500	500	-
Employee Candidate Testing	179	119	100	(19)
Dues	112	448	112	(336)
Publications & Subscriptions	-	300	300	-
Insurance - Workmen's Comp	649	683	625	(58)
Maintenance - Equipment	-	500	500	-
Telephone & Communications	4,002	2,500	6,000	3,500
Software Licensing & Maintenance Fees	2,649	2,656	2,709	53
Bank Charges	2,679	3,000	3,150	150
Employee Appreciation	-	300	300	-
Operating Total	\$ 227,697	\$ 309,630	300,663	\$ (8,967)
Capital				
Capital Total	\$ -	\$ -	\$ -	\$ -
Expenditure Total	\$ 227,697	\$ 309,630	\$ 300,663	\$ (8,967)
Percentage Increase				(3.0)%



* Indicates items that make up less than 3% of the total.

Description	FY2021 Actual	FY2022 Revised Budget	FY2023 Budget	Percentage
Salaries and Benefits	\$ 210,598	\$ 285,807	\$ 274,292	91.2 %
Personnel Services*	408	5,419	5,075	1.7 %
Supplies*	2,628	4,500	4,025	1.3 %
Advertising, Dues, and Public Notices*	112	748	412	0.1 %
Professional Fees*	4,621	4,500	4,500	1.5 %
Maintenance Expenses	6,651	5,656	9,209	3.1 %
Other Expenses*	2,679	3,000	3,150	1.0 %
Total	\$ 227,697	\$ 309,630	\$ 300,663	100.0 %



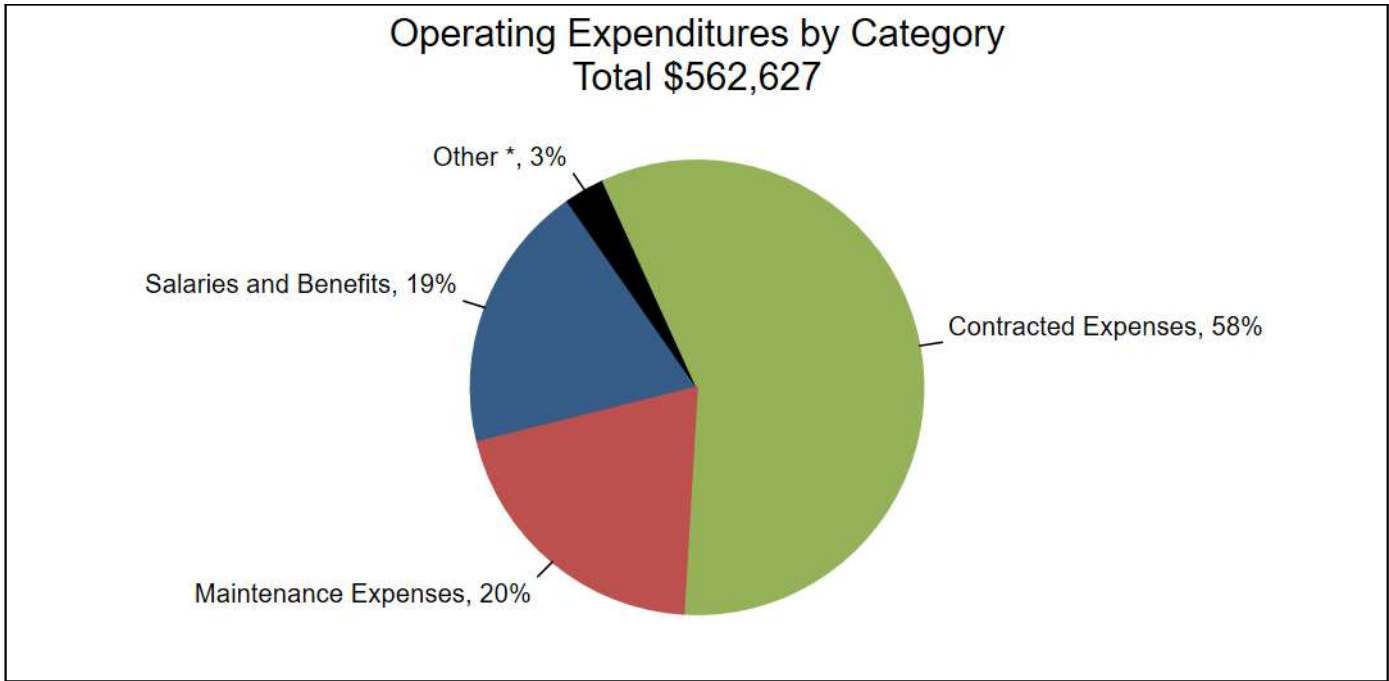
PARKS

Parks oversees the Parks and Grounds Maintenance Contract and the parks reservations. This department has one employee, a Parks Manager who is supervised by the Public Works Director.

Increases to the amounts for electricity and water service are due to the reconstruction of three parks (Golden Eagle Park, Horizon Mesa Park, and Desmond "Corky" Corcoran Park) and the completion of two new parks, RDB Phase 13 Park and Horizon Town Center 2 Park. In addition, a request for one maintenance worker is included in the 2023 Budget.

EXPENDITURE SUMMARY

Description	FY2021 Actual	FY2022 Revised Budget	FY2023 Budget	Increase/ (Decrease)
Operating				
Salaries	\$ 39,061	\$ 41,540	\$ 78,890	\$ 37,350
Payroll Taxes	2,988	3,178	6,035	2,857
Retirement Benefits	2,296	2,389	4,530	2,141
Group Health	4,900	5,886	16,428	10,542
Uniforms, Safety Equip, Supplies	519	300	309	9
Training	765	1,800	1,854	54
Travel	-	2,000	2,060	60
Unemployment Taxes-Texas	388	252	58	(194)
Park Maintenance - Contracted	206,338	325,000	325,000	-
Materials & Supplies	3,786	5,000	5,150	150
Office Supplies	205	500	515	15
Furniture & Equipment < \$2,500	227	4,500	4,635	135
Employee Candidate Testing	-	60	62	2
Insurance - Workmen's Comp	248	275	2,113	1,838
Contract Labor	850	1,500	1,545	45
Maintenance - Surfaces	1,806	8,000	8,240	240
Electricity	5,253	15,300	15,759	459
Gasoline, Oil	1,202	1,000	1,000	-
Maintenance - Equipment	6,042	11,000	11,000	-
Waste Disposal	1,880	1,800	1,854	54
Water	40,820	61,200	63,036	1,836
Telephone & Communications	446	600	600	-
Rents - Equipment	153	800	824	24
Software Licensing & Maintenance Fees	-	4,500	4,950	450
Maintenance - Rockwalls and Fencing	3,400	6,000	6,180	180
Operating Total	\$ 323,573	\$ 504,380	562,627	\$ 58,247
Capital				
Equipment - Parks	\$ 8,700	\$ -	\$ -	-
Construction-Contracted (Parks)	41,700	-	-	-
Capital Total	\$ 50,400	\$ -	-	-
Expenditure Total	\$ 373,973	\$ 504,380	\$ 562,627	\$ 58,247
Percentage Increase				10.4 %



* Indicates items that make up less than 3% of the total.

Description	FY2021 Actual	FY2022 Revised Budget	FY2023 Budget	Percentage
Salaries and Benefits	\$ 49,881	\$ 53,520	\$ 108,054	19.2 %
Personnel Services*	1,284	4,160	4,285	0.8 %
Supplies*	4,218	10,000	10,300	1.8 %
Professional Fees*	850	1,500	1,545	0.3 %
Contracted Expenses	206,338	325,000	325,000	57.8 %
Maintenance Expenses	61,002	110,200	113,443	20.2 %
Total	\$ 323,573	\$ 504,380	\$ 562,627	100.0 %



PLANNING

Planning is responsible for all land use applications and oversees the Capital Improvement Program and other major City development projects.

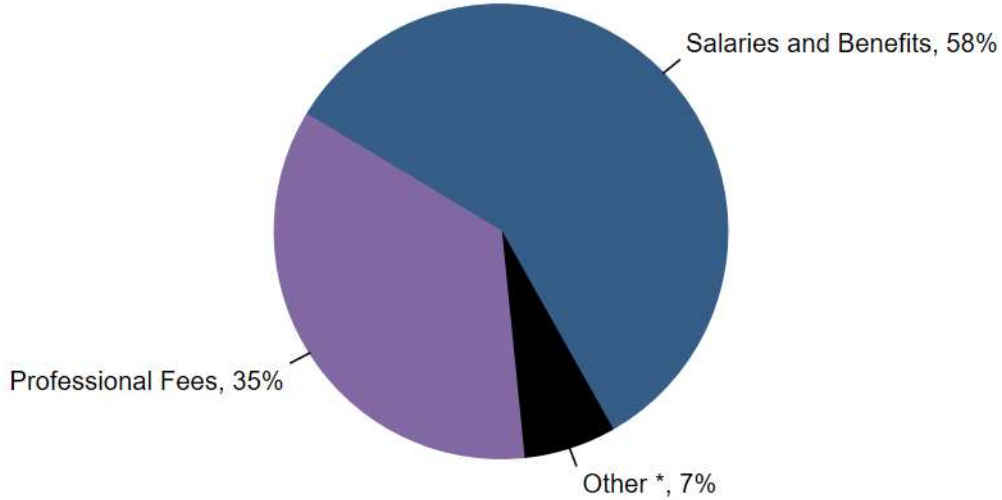
Employees consist of the Planning Director, Planner, and Planning Specialist.

The travel and training budgets are proposed to increase in order to accommodate the certification maintenance requirements for the Planning Director and Planner. The contract labor budget is also proposed to increase to account for consultant services related to updating the City's development regulations.

EXPENDITURE SUMMARY

Description	FY2021 Actual	FY2022 Revised Budget	FY2023 Budget	Increase/ (Decrease)
Operating				
Salaries	\$ 164,038	\$ 179,872	\$ 201,425	\$ 21,553
Payroll Taxes	12,352	13,760	15,409	1,649
Retirement Benefits	9,637	10,347	11,566	1,219
Group Health	12,563	17,579	24,642	7,063
Uniforms, Safety Equip, Supplies	189	300	300	-
Training	1,510	2,000	3,000	1,000
Travel	178	4,000	5,000	1,000
Unemployment Taxes-Texas	842	756	148	(608)
City Engineer - Contracted	90,568	35,000	38,500	3,500
City Attorney	9,285	-	-	-
Materials & Supplies	341	500	520	20
Office Supplies	1,548	800	900	100
Furniture & Equipment < \$2,500	714	1,000	1,000	-
Employee Candidate Testing	-	60	60	-
Dues	779	1,200	1,400	200
Publications & Subscriptions	101	200	360	160
Insurance - Workmen's Comp	526	560	614	54
Contract Labor	68,188	80,000	115,000	35,000
Gasoline, Oil	125	1,000	1,500	500
Maintenance - Equipment	-	1,000	1,100	100
Telephone & Communications	1,425	2,500	2,550	50
Rents - Equipment	2,228	1,000	1,000	-
Software Licensing & Maintenance Fees	12,336	5,800	6,000	200
Miscellaneous Expense	-	200	250	50
Public Relations	63	1,500	1,500	-
Lobbying	-	-	2,000	2,000
Employee Appreciation	56	200	250	50
Operating Total	\$ 389,592	\$ 361,134	435,994	\$ 74,860
Capital				
Master Planning	\$ 5,966	\$ -	\$ -	-
Capital Total	\$ 5,966	\$ -	-	-
Expenditure Total	\$ 395,558	\$ 361,134	\$ 435,994	\$ 74,860
Percentage Increase				17.2 %

Operating Expenditures by Category
Total \$435,994



* Indicates items that make up less than 3% of the total.

Description	FY2021 Actual	FY2022 Revised Budget	FY2023 Budget	Percentage
Salaries and Benefits	\$ 199,958	\$ 222,874	\$ 253,804	58.2 %
Personnel Services*	1,933	6,560	8,610	2.0 %
Supplies*	2,603	2,300	2,420	0.6 %
Advertising, Dues, and Public Notices*	880	1,400	1,760	0.4 %
Professional Fees	168,041	115,000	153,500	35.2 %
Maintenance Expenses*	16,114	11,300	12,150	2.8 %
Other Expenses*	63	1,700	3,750	0.9 %
Total	\$ 389,592	\$ 361,134	\$ 435,994	100.0 %



CODE ENFORCEMENT

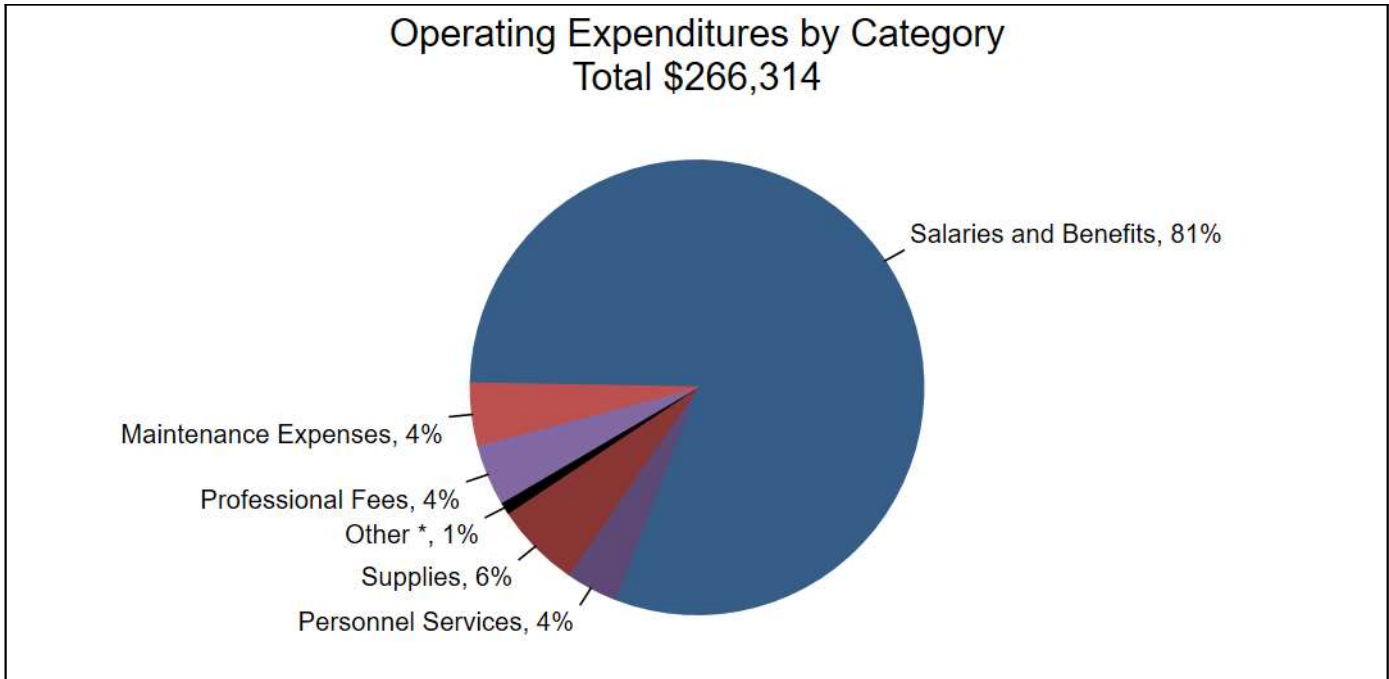
Code Enforcement is responsible for enforcing the City's rules and regulations. In addition, vector control activities are provided by this department.

Employees consist of one Administrative Assistant, two Code Enforcement Officers, and one Code Enforcement/Vector Control Officer.

No major increases are expected for the 2022-2023 fiscal year.

EXPENDITURE SUMMARY

Description	FY2021 Actual	FY2022 Revised Budget	FY2023 Budget	Increase/ (Decrease)
Operating				
Salaries	\$ 134,371	\$ 147,938	\$ 154,604	\$ 6,666
Overtime	1,716	1,600	4,859	3,259
Payroll Taxes	9,682	11,440	12,199	759
Retirement Benefits	8,070	8,602	9,156	554
Group Health	22,634	23,464	32,856	9,392
Uniforms, Safety Equip, Supplies	1,211	2,300	2,300	-
Training	650	2,500	2,700	200
Travel	-	4,500	4,500	-
Unemployment Taxes-Texas	1,024	1,008	117	(891)
Materials & Supplies	5,704	10,000	11,000	1,000
Office Supplies	395	2,500	2,700	200
Furniture & Equipment < \$2,500	3,576	2,500	2,500	-
Employee Candidate Testing	60	300	300	-
Dues	629	600	700	100
Publications & Subscriptions	-	300	300	-
Insurance - Workmen's Comp	775	860	893	33
Contract Labor	700	11,600	11,600	-
Gasoline, Oil	3,810	5,000	5,000	-
Maintenance - Equipment	-	1,000	1,000	-
Maintenance - Vehicles	1,193	2,500	2,500	-
Telephone & Communications	1,469	2,850	3,130	280
Miscellaneous Expense	-	300	300	-
Public Relations	-	1,000	1,000	-
Employee Appreciation	-	100	100	-
Operating Total	\$ 197,669	\$ 244,762	266,314	\$ 21,552
Capital				
Vehicles - Code Enforcement	\$ -	\$ 27,286	\$ -	\$(27,286)
Capital Lease Interest - Code Enforcement	2,843	2,719	3,127	408
Capital Lease Principal - Code Enforcement	8,358	11,570	13,617	2,047
Capital Total	\$ 11,201	\$ 41,575	\$ 16,744	(24,831)
Expenditure Total	\$ 208,870	\$ 286,337	\$ 283,058	\$(3,279)
Percentage Increase				(1.2)%



* Indicates items that make up less than 3% of the total.

Description	FY2021 Actual	FY2022 Revised Budget	FY2023 Budget	Percentage
Salaries and Benefits	\$ 178,272	\$ 194,912	\$ 214,684	80.6 %
Personnel Services	1,921	9,700	9,900	3.7 %
Supplies	9,675	15,000	16,200	6.1 %
Advertising, Dues, and Public Notices*	629	900	1,000	0.4 %
Professional Fees	700	11,600	11,600	4.4 %
Maintenance Expenses	6,472	11,350	11,630	4.4 %
Other Expenses*	-	1,300	1,300	0.5 %
Total	\$ 197,669	\$ 244,762	\$ 266,314	100.0 %



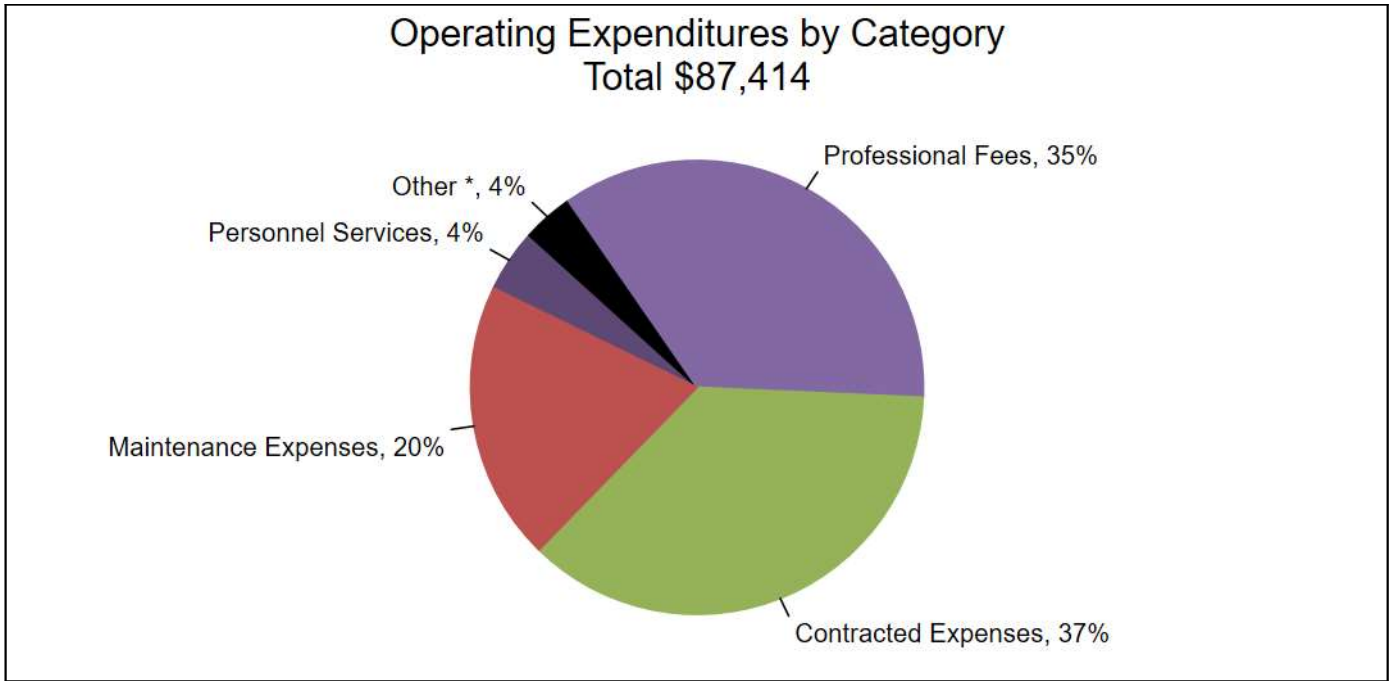
STORM WATER

The Department is responsible for the inspections related to the Town of Horizon City's Stormwater and construction requirements. The Department administers and enforces the City's Texas Pollution Discharge Elimination System (TPDES) Municipal Separate Storm Sewer System (MS4) Permit. It also provides inspections of SWP3 for construction project for Residential, Commercial, Industrial, Capital Improvement, Parks, and Subdivision projects.

No major increases are expected for the 2022-2023 fiscal year.

EXPENDITURE SUMMARY

Description	FY2021 Actual	FY2022 Revised Budget	FY2023 Budget	Increase/ (Decrease)
Operating				
Training	\$ 2,295	\$ 1,800	\$ 1,854	\$ 54
Travel	-	2,000	2,060	60
Pond Maintenance - Contracted	27,233	32,000	32,000	-
Materials & Supplies	1,613	300	309	9
Office Supplies	15	300	309	9
Advertising & Public Notices	660	700	721	21
Dues	100	600	618	18
Publications & Subscriptions	-	700	721	21
Contract Labor	40,744	30,000	30,900	900
Maintenance - Surfaces	3,480	6,000	6,180	180
Maintenance - Equipment	1,890	-	-	-
Rents - Equipment	-	2,900	2,987	87
Maintenance - Rockwalls and Fencing	1,830	8,000	8,240	240
Miscellaneous Expense	-	500	515	15
Operating Total	\$ 79,860	\$ 85,800	\$ 87,414	\$ 1,614
Capital				
Equipment - Storm Water Management	\$ -	\$ 8,500	\$ -	\$ (8,500)
Capital Total	\$ -	\$ 8,500	\$ -	\$ (8,500)
Expenditure Total	\$ 79,860	\$ 94,300	\$ 87,414	\$ (6,886)
Percentage Increase				(7.9)%



* Indicates items that make up less than 3% of the total.

Description	FY2021 Actual	FY2022 Revised Budget	FY2023 Budget	Percentage
Personnel Services	\$ 2,295	\$ 3,800	\$ 3,914	4.5 %
Supplies*	1,628	600	618	0.7 %
Advertising, Dues, and Public Notices*	760	2,000	2,060	2.4 %
Professional Fees	40,744	30,000	30,900	35.3 %
Contracted Expenses	27,233	32,000	32,000	36.6 %
Maintenance Expenses	7,200	16,900	17,407	19.9 %
Other Expenses*	-	500	515	0.6 %
Total	\$ 79,860	\$ 85,800	\$ 87,414	100.0 %



FINANCIAL SERVICES

Financial Services is responsible for all the accounting and financial activities of the Town including Accounts Payable, Accounts Receivable, Payroll Processing, Banking and Investments. In addition, the department is responsible for the development of the annual budget and preparation of financial reports.

The Finance staff consists of the Finance Director, one Accountant, three Administrative Assistants and one Purchasing Agent.

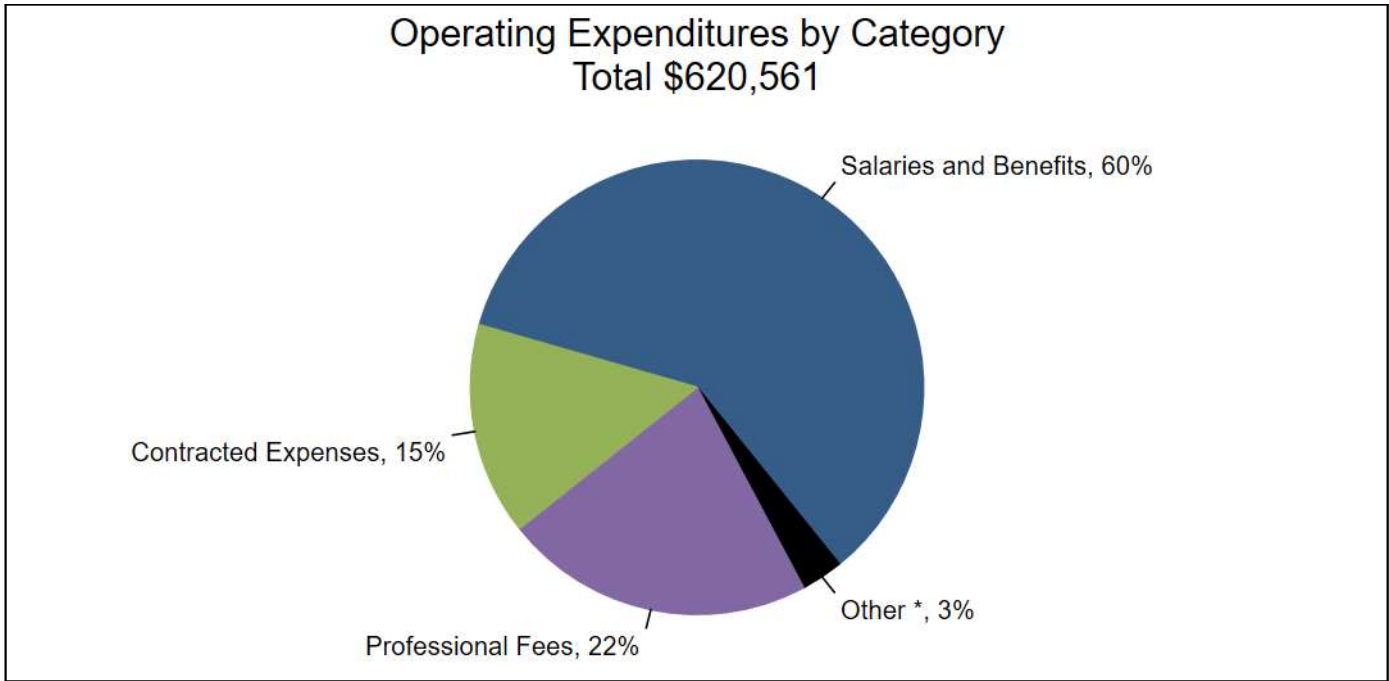
The Finance Director's position is transitioning to a full time position resulting in the majority of the increase in Salaries. Increase in the Appraisal Fees are a direct result of fees imposed by the El Paso Central Appraisal District on the taxing entities.

EXPENDITURE SUMMARY

Description	FY2021 Actual	FY2022 Revised Budget	FY2023 Budget	Increase/ (Decrease)
Operating				
Salaries	\$ 185,080	\$ 238,576	\$ 282,599	\$ 44,023
Payroll Taxes	13,558	18,251	21,619	3,368
Retirement Benefits	10,873	13,724	16,227	2,503
Group Health	21,867	30,215	49,284	19,069
Uniforms, Safety Equip, Supplies	-	250	255	5
Training	1,029	2,100	2,200	100
Travel	-	1,500	1,500	-
Unemployment Taxes-Texas	1,260	1,512	207	(1,305)
Appraisal Fees	64,404	68,267	87,183	18,916
Materials & Supplies	955	500	500	-
Office Supplies	1,547	1,500	1,600	100
Furniture & Equipment < \$2,500	2,122	250	250	-
Employee Candidate Testing	60	60	-	(60)
Dues	350	600	719	119
Insurance - Property	43,774	48,916	55,054	6,138
Insurance - Workmen's Comp	550	743	862	119
Insurance - Liability	29,040	31,796	32,757	961
Insurance - Bond	995	1,020	995	(25)
Contract Labor	3,500	3,500	3,500	-
Audit Fees	33,316	36,800	45,000	8,200
Tax Collection Fees	6,202	6,351	6,600	249
Gasoline, Oil	105	200	200	-
Maintenance - Bldg	-	-	450	450
Maintenance - Equipment	-	1,100	1,100	-
Water	-	-	800	800
Telephone & Communications	2,408	2,400	2,700	300
Bank Charges	4,135	5,300	5,500	200
Miscellaneous Expense	25	100	100	-
Interest & Penalties	369	600	600	-
Employee Appreciation	42	100	100	-
Bad Debt Expense	-	100	100	-
Operating Total	\$ 427,566	\$ 516,331	620,561	\$ 104,230
Capital				
Transfers Out	\$ -	\$ 325,500	\$ 30,510	\$ (294,990)
Capital Total	\$ -	\$ 325,500	\$ 30,510	(294,990)
Expenditure Total	\$ 427,566	\$ 841,831	\$ 651,071	(190,760)

Percentage Increase

(29.3)%



* Indicates items that make up less than 3% of the total.

Description	FY2021 Actual	FY2022 Revised Budget	FY2023 Budget	Percentage
Salaries and Benefits	\$ 233,188	\$ 303,021	\$ 370,798	59.8 %
Personnel Services*	1,131	4,010	4,055	0.7 %
Supplies*	4,624	2,250	2,350	0.4 %
Advertising, Dues, and Public Notices*	350	600	719	0.1 %
Professional Fees	110,625	122,032	137,306	22.1 %
Contracted Expenses	70,606	74,618	93,783	15.1 %
Maintenance Expenses*	2,513	3,700	5,250	0.8 %
Other Expenses*	4,529	6,100	6,300	1.0 %
Total	\$ 427,566	\$ 516,331	\$ 620,561	100.0 %



PUBLIC SAFETY DISPATCH

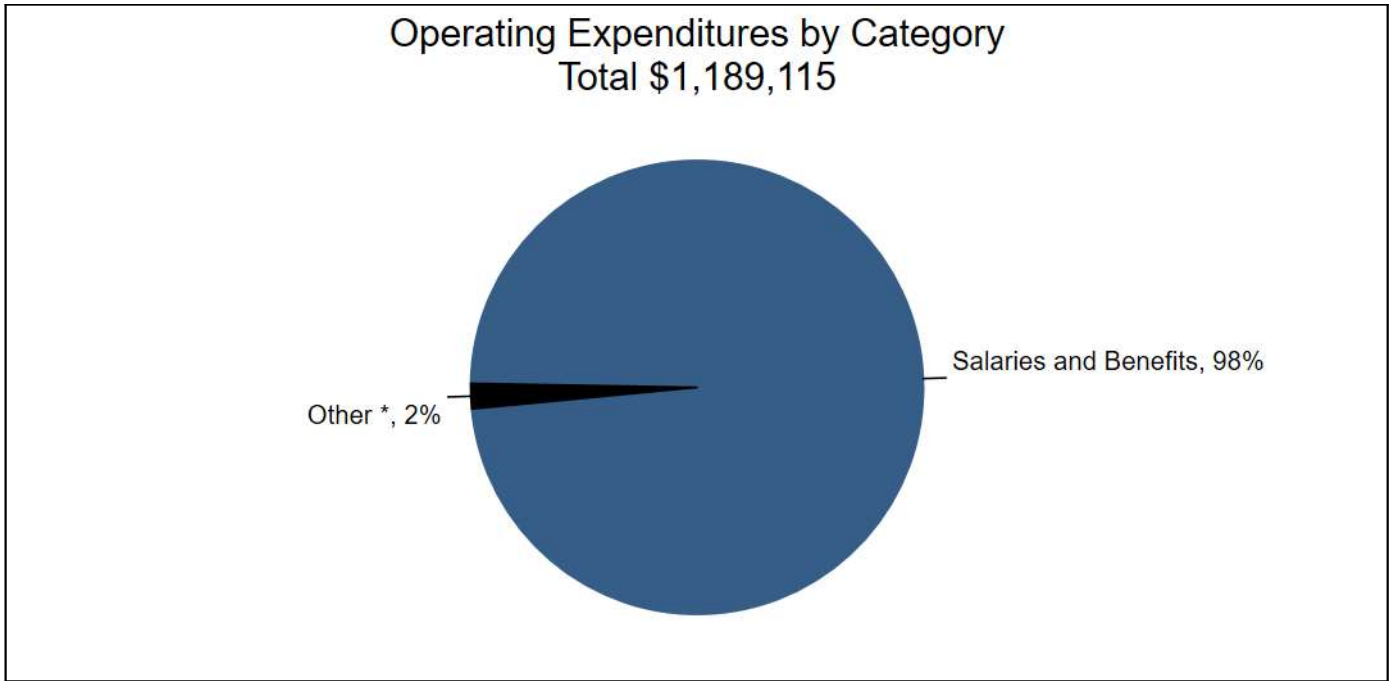
This Department handles emergency and non emergency calls for the Horizon City Police Department. It's primary purpose is to dispatch Police, Fire and Medical services to where needed. The Department works in conjunction with Emergency Services District 1, Emergency Services District 2 and Elite Ambulance.

Public Safety Dispatch is staffed with one Communications Manager, three Shift Supervisors, and thirteen Telecommunicators.

This year we used the Erlang Formula for Call Centers as recommended by the El Paso 911 District to give us a view of the number of staff our office should have. The results indicated we require 19.8 FTE's to operate at standard. We currently have 16 FTE's. Furthermore, our current staffing has caused a tremendous amount of call ins and has not allowed employees to take earned days off. We are requesting three dispatchers be added to our staffing table. ESD 1 and ESD 2 have each agreed to provide funding for an additional dispatcher.

EXPENDITURE SUMMARY

Description	FY2021 Actual	FY2022 Revised Budget	FY2023 Budget	Increase/ (Decrease)
Operating				
Salaries	\$ 576,491	\$ 697,720	\$ 831,658	\$ 133,938
Overtime	51,232	36,613	50,385	13,772
Payroll Taxes	48,152	56,177	67,476	11,299
Retirement Benefits	37,290	42,240	50,647	8,407
Group Health	87,040	94,645	164,280	69,635
Uniforms, Safety Equip, Supplies	1,087	1,400	1,600	200
Training	-	1,400	1,450	50
Travel	1,531	2,470	3,062	592
Unemployment Taxes-Texas	4,284	4,284	646	(3,638)
Materials & Supplies	888	1,000	1,000	-
Office Supplies	1,224	1,800	1,800	-
Furniture & Equipment < \$2,500	3,059	3,300	3,300	-
Employee Candidate Testing	60	750	750	-
Dues	1,072	800	800	-
Insurance - Workmen's Comp	1,902	2,288	2,691	403
Gasoline, Oil	98	560	560	-
Maintenance - Equipment	-	200	200	-
Telephone & Communications	225	600	600	-
Software Licensing & Maintenance Fees	4,516	5,400	5,400	-
Miscellaneous Expense	9	100	100	-
Public Relations	492	-	200	200
Employee Appreciation	118	500	510	10
Operating Total	\$ 820,770	\$ 954,247	1,189,115	\$ 234,868
Capital				
Equipment - Public Safety	\$ -	\$ 84,418	\$ -	\$ (84,418)
Capital Total	\$ -	\$ -	\$ -	\$ -
Expenditure Total	\$ 820,770	\$ 954,247	\$ 1,189,115	\$ 234,868
Percentage Increase				19.8 %



* Indicates items that make up less than 3% of the total.

Description	FY2021 Actual	FY2022 Revised Budget	FY2023 Budget	Percentage
Salaries and Benefits	\$ 806,391	\$ 933,967	\$ 1,167,783	98.2 %
Personnel Services*	2,796	6,520	7,372	0.6 %
Supplies*	5,171	6,100	6,100	0.5 %
Advertising, Dues, and Public Notices*	1,072	800	800	0.1 %
Maintenance Expenses*	4,839	6,760	6,760	0.6 %
Other Expenses*	501	100	300	- %
Total	\$ 820,770	\$ 954,247	\$ 1,189,115	100.0 %



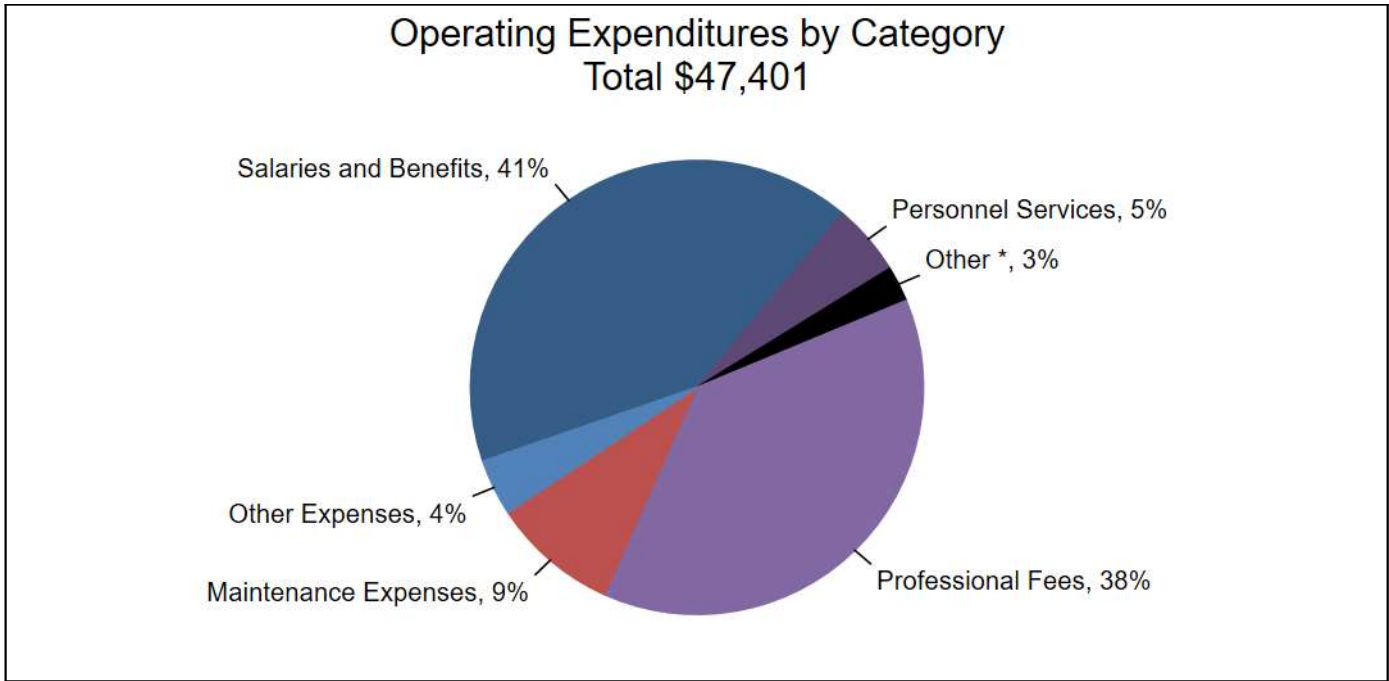
EXECUTIVE OFFICIALS

This budget is for the expenses of Mayor and City Council Members to assist them in fulfilling their duties to the City and its constituents.

City Council consists of the following: City Mayor - Ruben Mendoza, Council Member Place 1 - Walter Miller, Council Member Place 2 - Scott Quiroz, Council Member Place 3 - Charlie Ortega, Council Member Place 4 - Andres Renteria, Council Member Place 5 - Johnny Duran, Council Member Place 6 - Rafael Padilla Jr. and Council Member Place 7 - Samantha Corral.

EXPENDITURE SUMMARY

Description	FY2021 Actual	FY2022 Revised Budget	FY2023 Budget	Increase/ (Decrease)
Operating				
Salaries	\$ 18,069	\$ 18,000	\$ 18,000	\$ -
Payroll Taxes	1,382	1,377	1,377	-
Uniforms, Safety Equip, Supplies	52	800	800	-
Training	615	625	625	-
Travel	619	1,000	1,000	-
Unemployment Taxes-Texas	252	252	13	(239)
Materials & Supplies	565	500	500	-
Office Supplies	19	100	200	100
Furniture & Equipment < \$2,500	-	500	500	-
Insurance - Workmen's Comp	239	322	225	(97)
Telephone & Communications	3,878	4,182	4,266	84
Miscellaneous Expense	-	100	100	-
Public Relations	330	200	200	-
Lobbying	-	-	1,595	1,595
Council Member Stipends	15,750	18,000	18,000	-
Operating Total	\$ 41,770	\$ 45,958	\$ 47,401	\$ 1,443
Capital				
Capital Total	\$ -	\$ -	\$ -	\$ -
Expenditure Total	\$ 41,770	\$ 45,958	\$ 47,401	\$ 1,443
Percentage Increase				3.0 %



* Indicates items that make up less than 3% of the total.

Description	FY2021 Actual	FY2022 Revised Budget	FY2023 Budget	Percentage
Salaries and Benefits	\$ 19,942	\$ 19,951	\$ 19,615	41.4 %
Personnel Services	1,286	2,425	2,425	5.1 %
Supplies*	584	1,100	1,200	2.5 %
Professional Fees	15,750	18,000	18,000	38.0 %
Maintenance Expenses	3,878	4,182	4,266	9.0 %
Other Expenses	330	300	1,895	4.0 %
Total	\$ 41,770	\$ 45,958	\$ 47,401	100.0 %



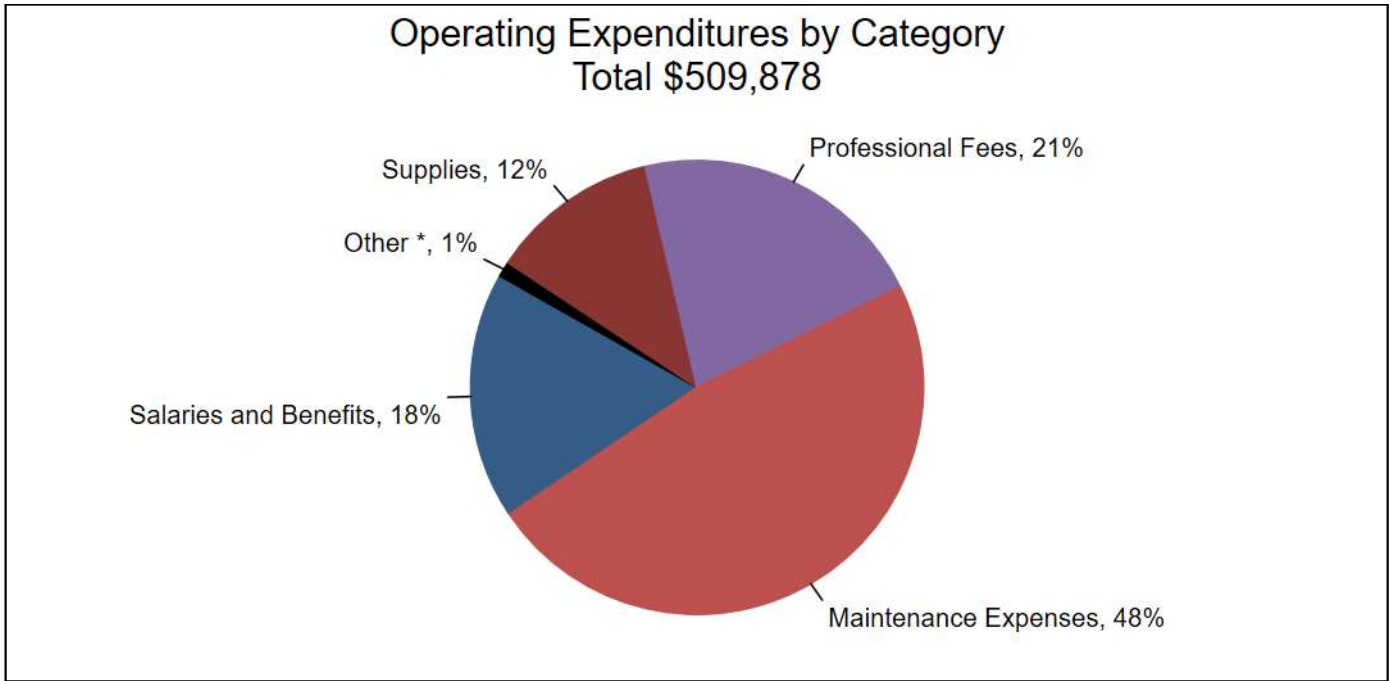
INFORMATION TECHNOLOGY

This department is responsible for the city's information systems' hardware and software. It oversees the security, network, and infrastructure of the city's systems. This department has one employee, an I.T. Specialist.

The amount for Network Support increased due to increases in costs for Microsoft licenses, support products and security software.

EXPENDITURE SUMMARY

Description	FY2021 Actual	FY2022 Revised Budget	FY2023 Budget	Increase/ (Decrease)
Operating				
Salaries	\$ 65,442	\$ 68,283	\$ 71,737	\$ 3,454
Payroll Taxes	4,971	5,224	5,488	264
Retirement Benefits	3,846	3,928	4,119	191
Group Health	6,009	5,860	8,214	2,354
Uniforms, Safety Equip, Supplies	-	250	250	-
Training	-	6,860	4,995	(1,865)
Unemployment Taxes-Texas	252	252	52	(200)
Network Support - Contracted	78,250	78,000	93,000	15,000
Materials & Supplies	4,002	4,500	4,500	-
Office Supplies	242	500	500	-
Furniture & Equipment < \$2,500	14,064	44,642	56,495	11,853
Insurance - Workmen's Comp	198	213	219	6
Contract Labor	-	20,990	15,990	(5,000)
Gasoline, Oil	-	100	100	-
Maintenance - Equipment	-	1,000	1,500	500
Telephone & Communications	416	680	1,780	1,100
Software Licensing & Maintenance Fees	133,532	187,822	240,639	52,817
Miscellaneous Expense	-	300	300	-
Operating Total	\$ 311,224	\$ 429,404	509,878	\$ 80,474
Capital				
Capital Total	\$ -	\$ -	\$ -	-
Expenditure Total	\$ 311,224	\$ 429,404	\$ 509,878	\$ 80,474
Percentage Increase				15.8 %



* Indicates items that make up less than 3% of the total.

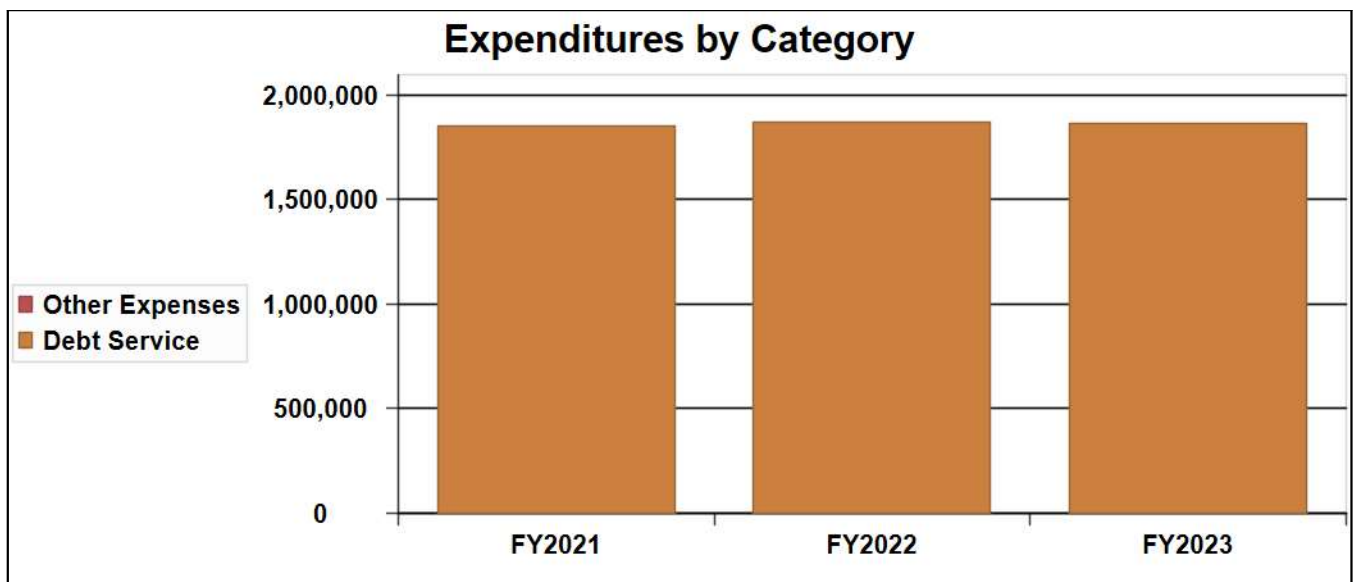
Description	FY2021 Actual	FY2022 Revised Budget	FY2023 Budget	Percentage
Salaries and Benefits	\$ 80,718	\$ 83,760	\$ 89,829	17.6 %
Personnel Services*	-	7,110	5,245	1.0 %
Supplies	18,308	49,642	61,495	12.1 %
Professional Fees	78,250	98,990	108,990	21.4 %
Maintenance Expenses	133,948	189,602	244,019	47.9 %
Other Expenses*	-	300	300	0.1 %
Total	\$ 311,224	\$ 429,404	\$ 509,878	100.0 %



DEBT SERVICE FUND

The Debt Service Fund includes the expenditures necessary to meet the annual principal and interest payments on all outstanding debt. For FY2023, this will include service amounts for the \$750 thousand 2005 Bond Issue held by Bank of America, the \$15 million 2014 Certificates of Obligation (CO's) and the \$13 million 2019 Certificates of Obligation.

Description	FY2021 Actual	FY2022 Revised Budget	FY2023 Budget	Increase/ (Decrease)	Percentage
Revenues					
Current Year Taxes	\$ 1,740,179	\$ 1,867,474	\$ 1,865,294	\$ (2,180)	%
Delinquent Taxes	4,041	-	-	-	
Interest Income	8,864	-	-	-	
Revenues Total	\$ 1,753,084	\$ 1,867,474	\$ 1,865,294	\$ (2,180)	(0.1)%
Expenditures					
Operating					
Bank Charges	120	120	120	-	
Operating Total	\$ 120	\$ 120	\$ 120	\$ -	- %
Capital					
Bond Interest	15,762	14,418	12,837	(1,581)	
Bond Principal	35,000	40,000	40,000	-	
2014 Certificates of Obligation - Principal	505,000	525,000	545,000	20,000	
2014 Certificates of Obligation - Interest	503,463	483,263	462,263	(21,000)	
2019 Certificates of Obligation - Principal	300,000	320,000	330,000	10,000	
2019 Certificates of Obligation - Interest	490,900	481,900	472,300	(9,600)	
Bond Insurance Premium	2,224	2,224	2,224	-	
Agent Fee	550	550	550	-	
Capital Total	\$ 1,852,899	\$ 1,867,355	\$ 1,865,174	\$ (2,181)	0.1 %
Expenditures Total	\$ 1,853,019	\$ 1,867,475	\$ 1,865,294	\$ (2,181)	(0.1)%
Excess Expenditures	\$ (99,935)	\$ (1)	\$ -	\$ 1	(100.0)%
Taxable Values	\$ 934,626,491	\$ 1,021,794,945	\$ 1,144,323,593	\$ 122,528,648	12.0 %
Debt Service Rate	\$ 0.199088	\$ 0.175553	\$ 0.153059	\$ (0.022494)	(12.8)%



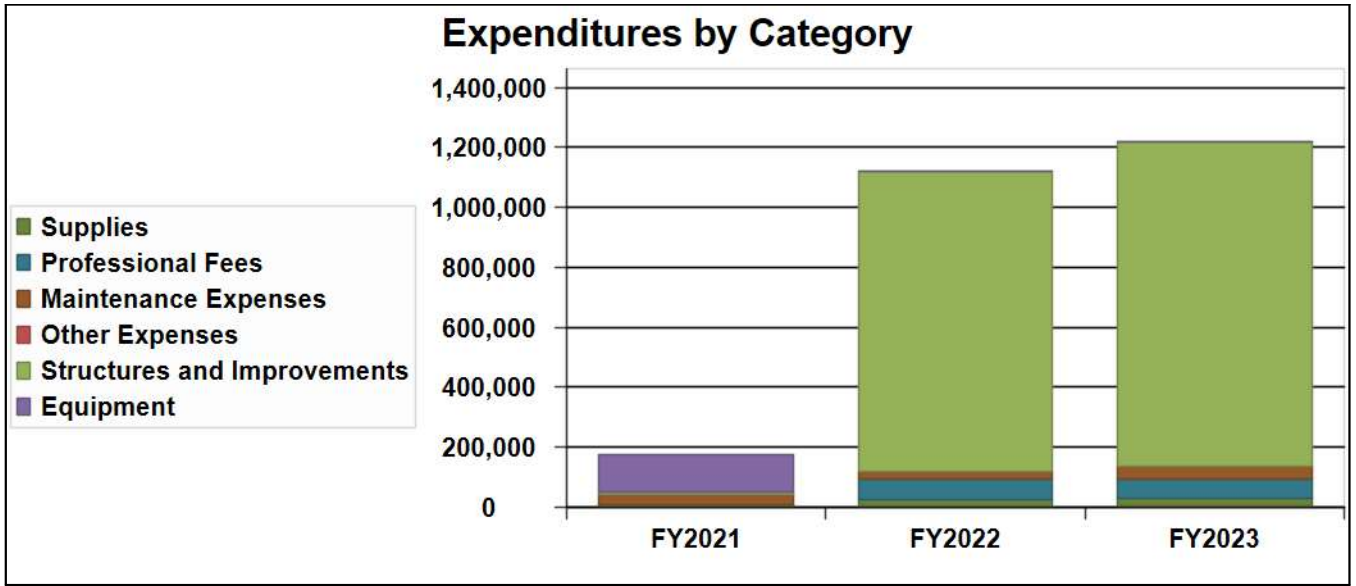
STREET MAINTENANCE FUND



The Street Maintenance Fund is for maintenance of Pre-2011 existing streets. Revenues result from a 0.25% sales tax, as determined by a voter referendum, which renewed in May of 2021 and must be voted on again in 2025.

Description	FY2021 Actual	FY2022 Revised Budget	FY2023 Budget	Increase/ (Decrease)	Percentage
Revenues					
Street Fund Taxes	\$ 562,561	\$ 579,334	\$ 635,286	\$ 55,952	%
Interest Income	913	-	-	-	
Prior Year Fund Surplus	-	540,666	584,224	43,558	
Revenues Total	\$ 563,474	\$ 1,120,000	\$ 1,219,510	\$ 99,510	8.9 %
Expenditures					
Operating					
City Engineer - Contracted	-	45,000	46,350	1,350	
Street Signs	8,827	15,000	15,450	450	
Street Lights	-	12,000	12,360	360	
Contract Labor	-	20,000	20,600	600	
Maintenance - Surfaces	32,126	18,000	18,540	540	
Maintenance - Equipment	2,207	3,000	16,000	13,000	
Rents - Equipment	-	5,000	5,150	150	
Miscellaneous Expense	-	2,000	2,060	60	
Operating Total	\$ 43,160	\$ 120,000	\$ 136,510	\$ 16,510	13.8 %
Capital					
Equipment	121,134	-	-	-	
Engineer- Construction Development and Supervision	5,348	100,000	103,000	3,000	
Engineer - Construction Management	2,320	-	100,000	100,000	
Construction-Contracted	-	750,000	800,000	50,000	
Capital Projects - Project Management	1,517	150,000	80,000	(70,000)	
Capital Total	\$ 130,319	\$ 1,000,000	\$ 1,083,000	\$ 83,000	8.3 %
Expenditures Total	\$ 173,479	\$ 1,120,000	\$ 1,219,510	\$ 99,510	8.9 %
Excess Revenue	\$ 389,995	\$ -	\$ -	\$ -	- %

STREET MAINTENANCE FUND

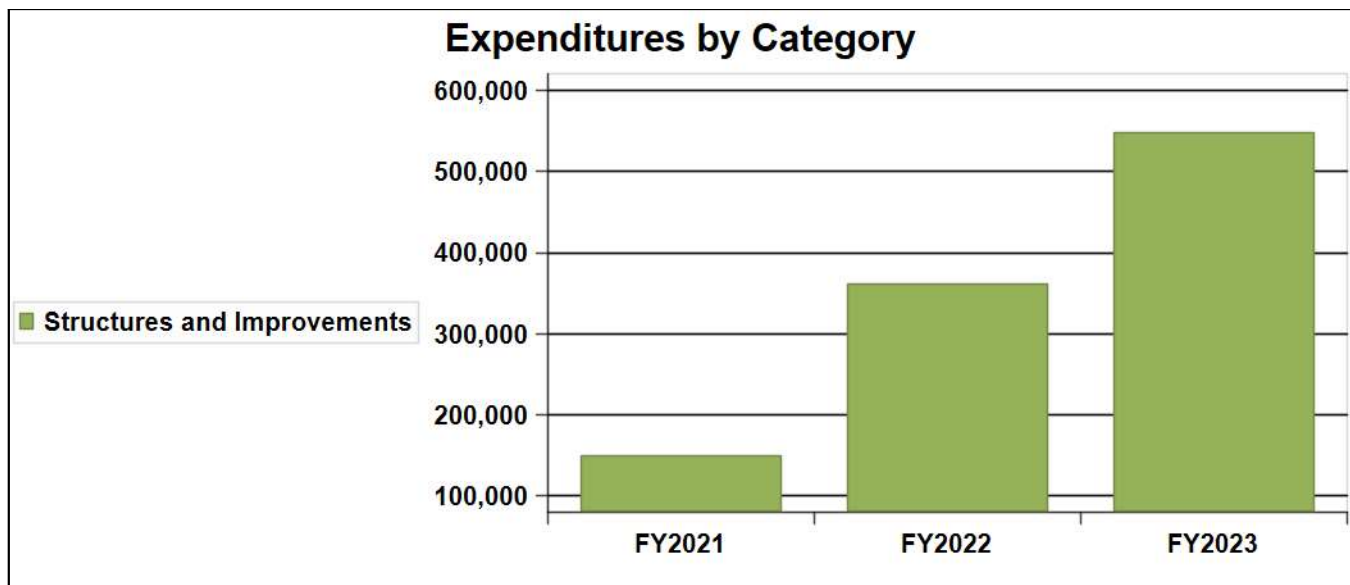




TRANSPORTATION REINVESTMENT ZONE FUND

The Zone was established to help fund road improvement projects. The project for which this Zone was established (Eastlake Phase 2) was completed in 2018. The Transportation Reinvestment Zone Fund records the incremental tax revenues resulting from increased property values in the Zone. The revenues will be used for payments on the City's obligated portion (22.7%) of the construction costs.

Description	FY2021 Actual	FY2022 Revised Budget	FY2023 Budget	Increase/ (Decrease)	Percentage
Revenues					
Current Year Taxes	\$ 156,749	\$ 360,553	\$ 548,403	\$ 187,850	%
Interest Income	24	-	-	-	
Miscellaneous	1,180	-	-	-	
Revenues Total	\$ 157,953	\$ 360,553	\$ 548,403	\$ 187,850	52.1 %
Expenditures					
Operating					
Operating Total	\$ -	\$ -	\$ -	\$ -	- %
Capital					
Transportation Reinvestment Zone - Interest	149,326	360,553	548,403	187,850	
Capital Total	149,326	360,553	548,403	187,850	52.1 %
Expenditures Total	\$ 149,326	\$ 360,553	\$ 548,403	\$ 187,850	52.1 %
Excess Revenue	\$ 8,627	\$ -	\$ -	\$ -	- %

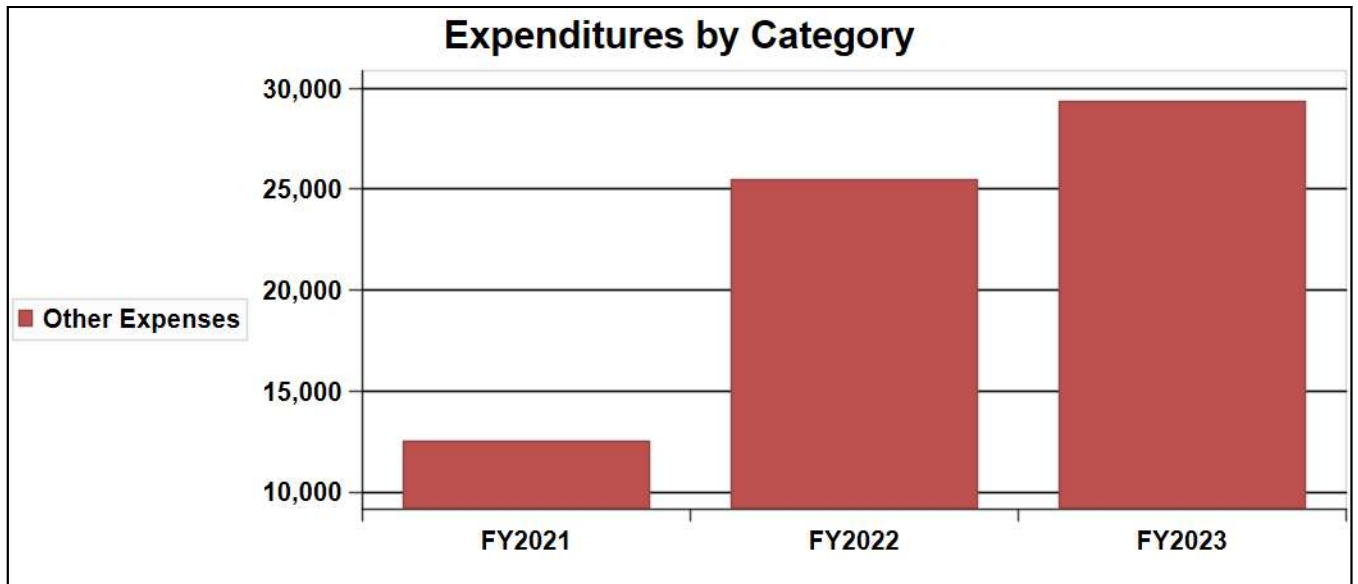




SPECIAL EVENTS FUND

The Special Event Fund was created to foster an annual community wide activity put on by the Town.

Description	FY2021 Actual	FY2022 Revised Budget	FY2023 Budget	Increase/ (Decrease)	Percentage
Revenues					
Interest Income	\$ 4	\$ -	\$ -	\$ -	%
Transfers from Other Funds	-	25,500	29,350	3,850	
Revenues Total	\$ 4	\$ 25,500	\$ 29,350	\$ 3,850	15.1 %
Expenditures					
Operating					
Special Events	12,500	25,500	29,350	3,850	
Operating Total	\$ 12,500	\$ 25,500	\$ 29,350	\$ 3,850	15.1 %
Capital					
Capital Total	\$ -	\$ -	\$ -	\$ -	- %
Expenditures Total	\$ 12,500	\$ 25,500	\$ 29,350	\$ 3,850	15.1 %
Excess Expenditures	\$ (12,496)	\$ -	\$ -	\$ -	- %

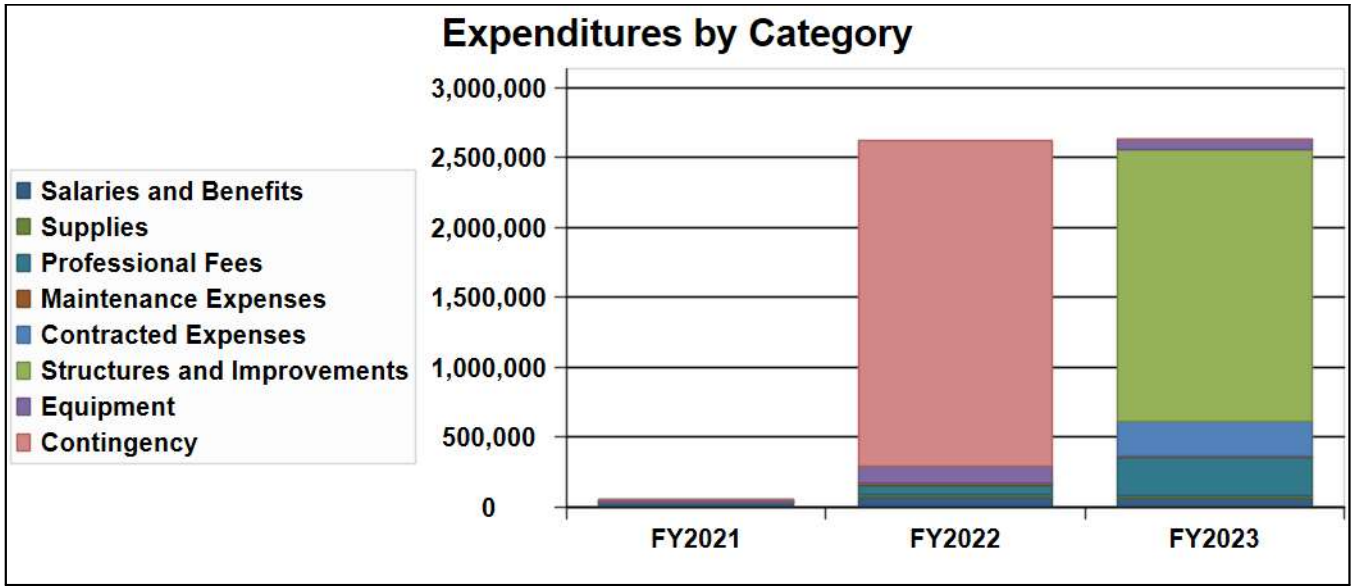


FEDERAL GRANTS FUND



It has been fortunate for the City that it has been able to routinely receive Federal grants related to law enforcement under Operation Stone Garden. These grants are administered by the Office of the Governor's Homeland Security Grants Division and are allocated to local agencies upon application. Horizon City also received funds from the American Rescue Plan Act to address issues resulting from the COVID 19 and to use for general government projects.

Description	FY2021 Actual	FY2022 Revised Budget	FY2023 Budget	Increase/ (Decrease)	Percentage
Revenues					
Grant Income	\$ 31,730	\$ 68,001	\$ 59,113	\$ (8,888)	%
Grant Income - American Rescue Plan	-	2,433,506	2,433,506	-	
Receipts from Forfeitures	18,401	-	-	-	
Prior Year Fund Surplus	-	117,231	139,453	22,222	
Revenues Total	\$ 50,131	\$ 2,618,738	\$ 2,632,072	\$ 13,334	0.5 %
Expenditures					
Operating					
Overtime	27,937	58,828	52,141	(6,687)	
Payroll Taxes	2,137	5,202	3,989	(1,213)	
Retirement Benefits	1,656	3,971	2,982	(989)	
City Engineer - Contracted	-	-	60,000	60,000	
City Attorney	-	19,200	19,300	100	
Materials & Supplies	-	24,000	24,000	-	
Contract Labor	-	48,000	190,000	142,000	
Rents - Building	-	13,920	14,838	918	
Special Grants	-	-	250,000	250,000	
Operating Total	\$ 31,730	\$ 173,121	\$ 617,250	\$ 444,129	256.5 %
Capital					
Equipment	18,401	-	71,250	71,250	
Equipment - Public Safety	-	117,231	-	(117,231)	
Engineer- Construction Development and Supervision	-	-	91,000	91,000	
Engineer - Construction Management	-	-	5,000	5,000	
Capital Projects - Project Management	-	-	9,570	9,570	
Capital Projects - Other Expenses	-	-	450,000	450,000	
Land and Land Rights	-	-	1,388,000	1,388,000	
General Contingency	-	2,328,386	-	(2,328,386)	
Capital Total	\$ 18,401	\$ 2,445,617	\$ 2,014,820	\$ (430,797)	(17.6)%
Expenditures Total	\$ 50,131	\$ 2,618,738	\$ 2,632,070	\$ 13,332	0.5 %
Excess Revenue	\$ -	\$ -	\$ 2	\$ 2	- %

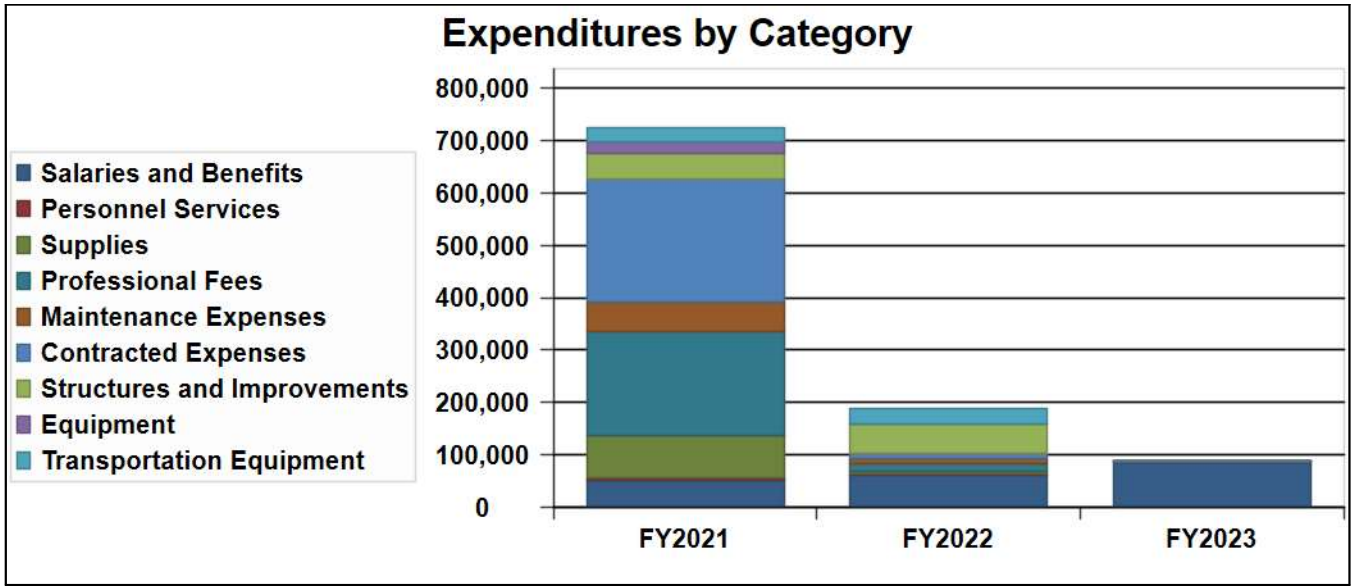


STATE OF TEXAS GRANTS FUND



Grants received from the State of Texas have focused on law enforcement programs. The current program is the Local Border Security Program which has run for ten years. The purpose of the Local Border Security Program is to sustain interagency law enforcement operations and enhance local law enforcement patrols to facilitate directed actions to deter and interdict criminal activity.

Description	FY2021 Actual	FY2022 Revised Budget	FY2023 Budget	Increase/ (Decrease)	Percentage
Revenues					
Grant Income	\$ 31,239	\$ 60,000	\$ 85,044	\$ 25,044	%
Grant Income - CARES	689,973	125,926	-	(125,926)	
LEOSE Grant	2,713	2,520	2,520	-	
Revenues Total	\$ -	\$ 188,446	\$ 87,564	\$ (100,882)	(53.5)%
Expenditures					
Operating					
Salaries	20,718	-	-	-	
Overtime	27,526	51,906	74,994	23,088	
Payroll Taxes	2,106	4,590	5,737	1,147	
Retirement Benefits	1,608	3,504	4,312	808	
Uniforms, Safety Equip, Supplies	1,866	-	-	-	
Training	1,641	2,520	2,520	-	
City Attorney	8,420	2,400	-	(2,400)	
Materials & Supplies	57,832	6,000	-	(6,000)	
Office Supplies	350	-	-	-	
Furniture & Equipment < \$2,500	23,437	-	-	-	
Contract Labor	189,172	13,000	-	(13,000)	
Maintenance - Bldg	4,732	-	-	-	
Maintenance - Vehicles	700	37	-	(37)	
Rents - Equipment	6,200	-	-	-	
Rents - Building	37,870	7,410	-	(7,410)	
Vehicle Lease	8,194	1,595	-	(1,595)	
Special Grants	235,388	8,828	-	(8,828)	
Operating Total	\$ 627,760	\$ 101,790	\$ 87,563	\$ (14,227)	(14.0)%
Capital					
Improvements	48,344	56,656	-	(56,656)	
Equipment - Public Safety	17,028	-	-	-	
Vehicles	26,935	-	-	-	
Vehicles - Streets	-	30,000	-	(30,000)	
Computers and Related Equipment - Info Tech	3,636	-	-	-	
Capital Total	\$ 95,943	\$ 86,656	\$ -	\$ (86,656)	(100.0)%
Expenditures Total	\$ 723,703	\$ 188,446	\$ 87,563	\$ (100,883)	(53.5)%
Excess Revenue	\$ 222	\$ -	\$ 1	\$ 1	- %



ECONOMIC DEVELOPMENT FUND



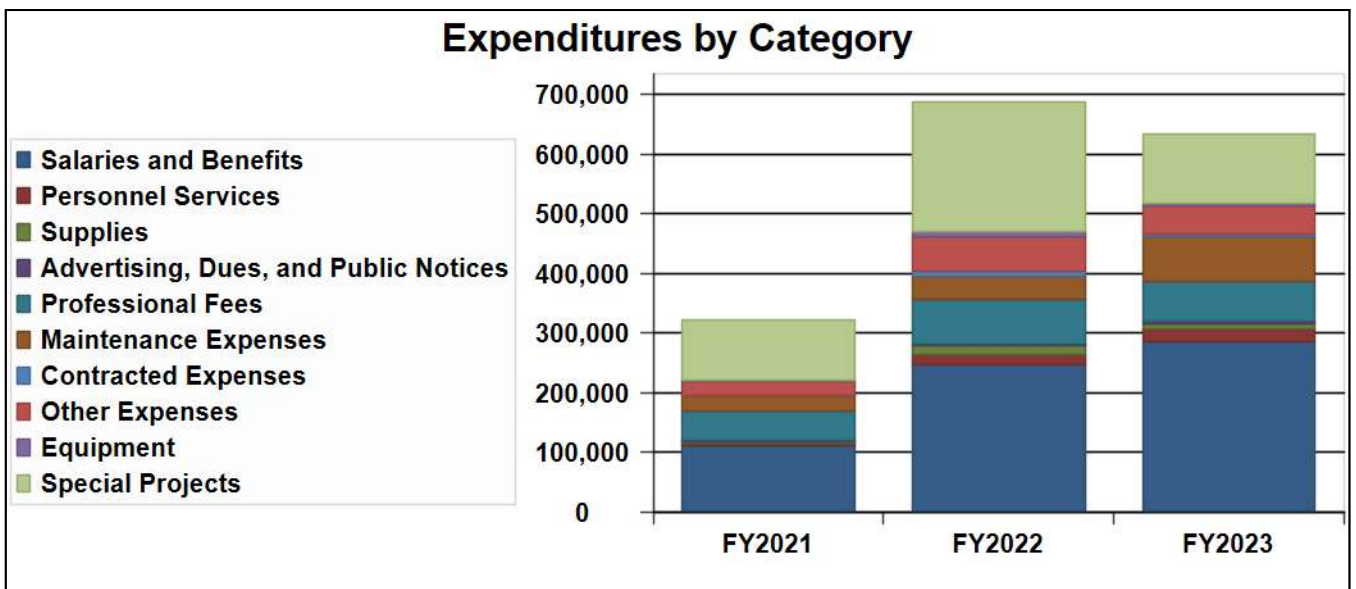
The Economic Development Fund is designated to be used to foster economic growth in the City. It is self-funded by a 0.25% sales tax as determined by a voter referendum. The Economic Development Corporation is the nonprofit organization that is part of the Town of Horizon City and is tasked with implementing programs to encourage economic development activities.

Description	FY2021 Actual	FY2022 Revised Budget	FY2023 Budget	Increase/ (Decrease)	Percentage
Revenues					
Economic Development Fund Taxes	\$ 562,561	\$ 579,334	\$ 635,286	\$ 55,952	%
Interest Income	1,023	-	-	-	
Miscellaneous	2,501	-	-	-	
Prior Year Fund Surplus	-	109,366	-	(109,366)	
Revenues Total	\$ 566,085	\$ 688,700	\$ 635,286	\$ (53,414)	(7.8)%
Expenditures					
Operating					
Salaries	90,611	201,611	228,972	27,361	
Payroll Taxes	6,772	15,726	17,975	2,249	
Retirement Benefits	5,285	11,913	13,492	1,579	
Group Health	8,818	16,473	24,642	8,169	
Training	2,364	3,403	8,156	4,753	
Travel	1,125	14,062	14,063	1	
Unemployment Taxes-Texas	84	56	84	28	
Appraisal Fees	-	5,000	1,800	(3,200)	
City Attorney	7,290	16,690	17,191	501	
Janitorial Supplies	6	1,071	1,071	-	
Materials & Supplies	190	1,326	1,326	-	
Postage	58	204	204	-	
Office Supplies	747	2,000	2,000	-	
Furniture & Equipment < \$2,500	982	10,000	3,000	(7,000)	
Dues	2,577	2,450	3,564	1,114	
Publications & Subscriptions	45	264	264	-	
Insurance - Workmen's Comp	377	481	717	236	
Contract Labor	41,734	59,336	50,500	(8,836)	
Electricity	485	600	1,800	1,200	
Gas - Natural	400	700	2,100	1,400	
Gasoline, Oil	252	5,800	5,400	(400)	
Maintenance - Bldg	905	2,550	2,550	-	
Maintenance - Equipment	349	561	561	-	
Water	-	-	561	561	
Telephone & Communications	3,771	7,179	7,779	600	
Rents - Building	14,403	14,803	49,200	34,397	
Storage Rental	3,990	2,000	-	(2,000)	
Software Licensing & Maintenance Fees	2,455	3,577	4,500	923	
Miscellaneous Expense	356	800	800	-	
Public Relations	21,860	52,254	43,350	(8,904)	
Investor Relations	-	3,060	3,121	61	
Interest & Penalties	94	-	-	-	
Employee Appreciation	-	150	150	-	
Other Contracted Services	-	5,000	3,600	(1,400)	
Operating Total	\$ 218,385	\$ 461,100	\$ 514,493	\$ 53,393	11.6 %



ECONOMIC DEVELOPMENT FUND

Description	FY2021 Actual	FY2022 Revised Budget	FY2023 Budget	Increase/ (Decrease)	Percentage
Capital					
Equipment	-	10,000	-	(10,000)	
Computers and Related Equipment	2,900	-	2,700	2,700	
Projects - EDC	100,070	217,600	118,093	(99,507)	
Capital Total	\$ 102,970	\$ 227,600	\$ 120,793	\$ (106,807)	(46.9)%
Expenditures Total	\$ 321,355	\$ 688,700	\$ 635,286	\$ (53,414)	(7.8)%
Excess Revenue	\$ 244,730	\$ -	\$ -	\$ -	- %

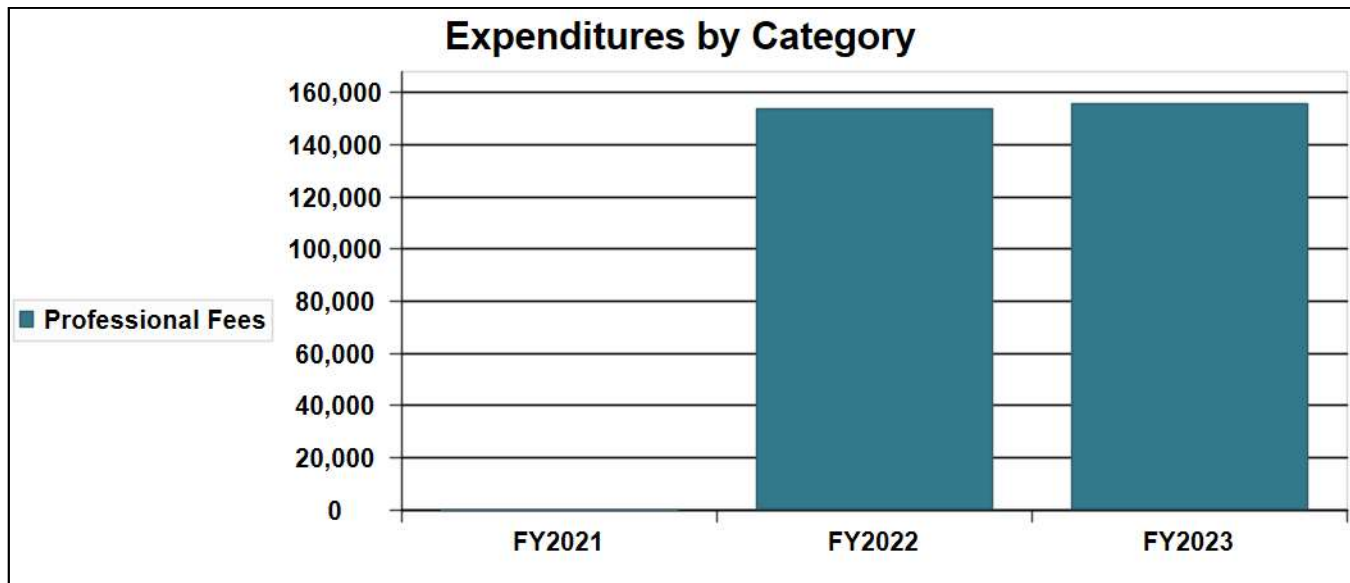




TAX INCREMENT REINVESTMENT ZONE FUND

The Tax Increment Reinvestment Zone Fund is designated to be used to foster development in the City Center. It is intended that there be mixed use development spurred by the City placing municipal facilities in the Zone. Infrastructure in the Zone is intended to be funded by tax revenues generated by the incremental property improvements within the Zone.

Description	FY2021 Actual	FY2022 Revised Budget	FY2023 Budget	Increase/ (Decrease)	Percentage
Revenues					
Current Year Taxes	\$ -	\$ 4,034	\$ 7,543	\$ 3,509	%
Proceeds from Loan	-	149,766	48,409	(101,357)	
Prior Year Fund Surplus	-	-	100,000	100,000	
Revenues Total	\$ -	\$ 153,800	\$ 155,952	\$ 2,152	1.4 %
Expenditures					
Operating					
City Engineer - Contracted	-	100,000	100,000	-	
City Attorney	-	21,000	21,840	840	
Contract Labor	-	32,800	34,112	1,312	
Operating Total	\$ -	\$ 153,800	\$ 155,952	\$ 2,152	1.4 %
Capital					
Capital Total	\$ -	\$ -	\$ -	\$ -	- %
Expenditures Total	-	153,800	155,952	2,152	1.4 %
Excess Revenue	\$ -	\$ -	\$ -	\$ -	- %





CAPTAL IMPROVEMENT PLAN

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

Capital projects are construction, rehabilitation, or reconstruction projects that extend the useful life of a permanent City asset or change the use of a City asset. City assets are those buildings or infrastructure facilities that the City owns, has been dedicated to the City or that the City leases or otherwise has a contractual interest.

The 2014-2016 Capital Improvement Program was the first Plan approved by the City Council on February 1, 2014 in the amount of \$45,073,650. The projects included in the program consisted of street and right-of-way improvements and drainage improvements. The projects were selected as high priority and high need projects.

As required, the Plan has been updated annually and the current Plan reflects activity for the years 2023-2025. Approval of the updated Plan will occur on September 13, 2022.



ADDITIONAL INFORMATION

This section includes supplementary information that contributed to the development of the Operating Budget. The following documents are included.

- Tax Rate Calculation Worksheets – The worksheet form itself is a product of the State Comptroller and has been completed by the Consolidated Tax Office.
- Certified Property Values – The total appraised value and taxable value of property within the Horizon City boundaries
- Average Single Family Dwelling Value - The average value of a single-family home within the Horizon City boundaries.

2022 Tax Rate Calculation Worksheet

Taxing Units Other Than School Districts or Water Districts

THE TOWN OF HORIZON CITY	(915) 852-1046
Taxing Unit Name	Phone (area code and number)
14999 Darrington Road, Horizon City, TX, 79928	www.horizocity.org
Taxing Unit's Address, City, State, ZIP Code	Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 Agreements*.

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet*.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	2021 total taxable value. Enter the amount of 2021 taxable value on the 2021 tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17). ¹	\$ 1,071,045,044
2.	2021 tax ceilings. Counties, cities and junior college districts. Enter 2021 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2021 or a prior year for homeowners age 65 or older or disabled, use this step. ²	\$ 0
3.	Preliminary 2021 adjusted taxable value. Subtract Line 2 from Line 1.	\$ 1,071,045,044
4.	2021 total adopted tax rate.	\$ 0.565503 /\$100
5.	2021 taxable value lost because court appeals of ARB decisions reduced 2021 appraised value.	
	A. Original 2021 ARB values: \$ 16,293,155	
	B. 2021 values resulting from final court decisions: - \$ 12,345,550	
	C. 2021 value loss. Subtract B from A. ³	\$ 3,947,605
6.	2021 taxable value subject to an appeal under Chapter 42, as of July 25.	
	A. 2021 ARB certified value: \$ 33,587,514	
	B. 2021 disputed value: - \$ 13,969,549	
	C. 2021 undisputed value. Subtract B from A. ⁴	\$ 19,617,965
7.	2021 Chapter 42 related adjusted values. Add Line 5C and Line 6C.	\$ 23,565,570

¹ Tex. Tax Code § 26.012(14)
² Tex. Tax Code § 26.012(14)
³ Tex. Tax Code § 26.012(13)
⁴ Tex. Tax Code § 26.012(13)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
8.	2021 taxable value, adjusted for actual and potential court-ordered adjustments. Add Line 3 and Line 7.	\$ 1,094,610,614
9.	2021 taxable value of property in territory the taxing unit deannexed after Jan. 1, 2021. Enter the 2021 value of property in deannexed territory. ⁵	\$ 0
10.	<p>2021 taxable value lost because property first qualified for an exemption in 2022. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in 2022 does not create a new exemption or reduce taxable value.</p> <p>A. Absolute exemptions. Use 2021 market value:..... \$ 75,013</p> <p>B. Partial exemptions. 2022 exemption amount or 2022 percentage exemption times 2021 value:..... + \$ 1,658,069</p> <p>C. Value loss. Add A and B.⁶</p>	\$ 1,733,082
11.	<p>2021 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2022. Use only properties that qualified in 2022 for the first time; do not use properties that qualified in 2021.</p> <p>A. 2021 market value:..... \$ 0</p> <p>B. 2022 productivity or special appraised value:..... - \$ 0</p> <p>C. Value loss. Subtract B from A.⁷</p>	\$ 0
12.	Total adjustments for lost value. Add Lines 9, 10C and 11C.	\$ 1,733,082
13.	2021 captured value of property in a TIF. Enter the total value of 2021 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which 2021 taxes were deposited into the tax increment fund. ⁸ If the taxing unit has no captured appraised value in line 18D, enter 0.	\$ 61,536,689
14.	2021 total value. Subtract Line 12 and Line 13 from Line 8.	\$ 1,031,340,843
15.	Adjusted 2021 total levy. Multiply Line 4 by Line 14 and divide by \$100.	\$ 5,832,263
16.	Taxes refunded for years preceding tax year 2021. Enter the amount of taxes refunded by the taxing unit for tax years preceding tax year 2021. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2021. This line applies only to tax years preceding tax year 2021. ⁹	\$ 18,741
17.	Adjusted 2021 levy with refunds and TIF adjustment. Add Lines 15 and 16. ¹⁰	\$ 5,851,004
18.	<p>Total 2022 taxable value on the 2022 certified appraisal roll today. This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled.¹¹</p> <p>A. Certified values:..... \$ 1,226,194,304</p> <p>B. Counties: Include railroad rolling stock values certified by the Comptroller's office:..... + \$</p> <p>C. Pollution control and energy storage system exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property:..... - \$ 0</p> <p>D. Tax increment financing: Deduct the 2022 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2022 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 23 below.¹²..... - \$ 94,705,332</p> <p>E. Total 2022 value. Add A and B, then subtract C and D.</p>	\$ 1,131,488,972

⁵ Tex. Tax Code § 26.012(15)
⁶ Tex. Tax Code § 26.012(15)
⁷ Tex. Tax Code § 26.012(15)
⁸ Tex. Tax Code § 26.03(c)
⁹ Tex. Tax Code § 26.012(13)
¹⁰ Tex. Tax Code § 26.012(13)
¹¹ Tex. Tax Code § 26.012, 26.04(c-2)
¹² Tex. Tax Code § 26.03(c)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
19.	Total value of properties under protest or not included on certified appraisal roll. ¹³ A. 2022 taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. ¹⁴ \$ <u>24,146,944</u> B. 2022 value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. ¹⁵ + \$ <u>0</u> C. Total value under protest or not certified. Add A and B. \$ <u>24,146,944</u>	
20.	2022 tax ceilings. Counties, cities and junior colleges enter 2022 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2021 or a prior year for homeowners age 65 or older or disabled, use this step. ¹⁶	\$ <u>0</u>
21.	2022 total taxable value. Add Lines 18E and 19C. Subtract Line 20. ¹⁷	\$ <u>1,155,635,916</u>
22.	Total 2022 taxable value of properties in territory annexed after Jan. 1, 2021. Include both real and personal property. Enter the 2022 value of property in territory annexed. ¹⁸	\$ <u>0</u>
23.	Total 2022 taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in 2021. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, 2021 and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for 2022. ¹⁹	\$ <u>29,295,478</u>
24.	Total adjustments to the 2022 taxable value. Add Lines 22 and 23.	\$ <u>29,295,478</u>
25.	Adjusted 2022 taxable value. Subtract Line 24 from Line 21.	\$ <u>1,126,340,438</u>
26.	2022 NNR tax rate. Divide Line 17 by Line 25 and multiply by \$100. ²⁰	\$ <u>0.519470</u> /\$100
27.	COUNTIES ONLY. Add together the NNR tax rates for each type of tax the county levies. The total is the 2022 county NNR tax rate. ²¹	\$ _____/\$100

SECTION 2: Voter-Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:

- Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
- Debt Rate:** The debt rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
28.	2021 M&O tax rate. Enter the 2021 M&O tax rate.	\$ <u>0.389950</u> /\$100
29.	2021 taxable value, adjusted for actual and potential court-ordered adjustments. Enter the amount in Line 8 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>1,094,610,614</u>

¹³ Tex. Tax Code § 26.01(c) and (d)
¹⁴ Tex. Tax Code § 26.01(c)
¹⁵ Tex. Tax Code § 26.01(d)
¹⁶ Tex. Tax Code § 26.012(6)(B)
¹⁷ Tex. Tax Code § 26.012(6)
¹⁸ Tex. Tax Code § 26.012(17)
¹⁹ Tex. Tax Code § 26.012(17)
²⁰ Tex. Tax Code § 26.04(c)
²¹ Tex. Tax Code § 26.04(d)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
30.	Total 2021 M&O levy. Multiply Line 28 by Line 29 and divide by \$100	\$ 4,268,434
31.	<p>Adjusted 2021 levy for calculating NNR M&O rate.</p> <p>A. M&O taxes refunded for years preceding tax year 2021. Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2021. This line applies only to tax years preceding tax year 2021. + \$ 12,549</p> <p>B. 2021 taxes in TIF. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2022 captured appraised value in Line 18D, enter 0. - \$ 239,962</p> <p>C. 2021 transferred function. If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0. +/- \$ 0</p> <p>D. 2021 M&O levy adjustments. Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function. \$ -227,413</p> <p>E. Add Line 30 to 31D.</p>	\$ 4,041,021
32.	Adjusted 2022 taxable value. Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 1,126,340,438
33.	2022 NNR M&O rate (unadjusted). Divide Line 31E by Line 32 and multiply by \$100.	\$ 0.358774 /\$100
34.	<p>Rate adjustment for state criminal justice mandate. ²³</p> <p>A. 2022 state criminal justice mandate. Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. \$ 0</p> <p>B. 2021 state criminal justice mandate. Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies. - \$ 0</p> <p>C. Subtract B from A and divide by Line 32 and multiply by \$100. \$ 0/\$100</p> <p>D. Enter the rate calculated in C. If not applicable, enter 0.</p>	\$ 0/\$100
35.	<p>Rate adjustment for indigent health care expenditures. ²⁴</p> <p>A. 2022 indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2021 and ending on June 30, 2022, less any state assistance received for the same purpose. \$ 0</p> <p>B. 2021 indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2020 and ending on June 30, 2021, less any state assistance received for the same purpose. - \$ 0</p> <p>C. Subtract B from A and divide by Line 32 and multiply by \$100. \$ 0/\$100</p> <p>D. Enter the rate calculated in C. If not applicable, enter 0.</p>	\$ 0/\$100

²² [Reserved for expansion]
²³ Tex. Tax Code § 26.044
²⁴ Tex. Tax Code § 26.0441

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
36.	Rate adjustment for county indigent defense compensation. ²⁵	
	A. 2022 indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2021 and ending on June 30, 2022, less any state grants received by the county for the same purpose	\$ _____ 0
	B. 2021 indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2020 and ending on June 30, 2021, less any state grants received by the county for the same purpose.	\$ _____ 0
	C. Subtract B from A and divide by Line 32 and multiply by \$100.....	\$ _____ 0/\$100
	D. Multiply B by 0.05 and divide by Line 32 and multiply by \$100.....	\$ _____ 0/\$100
	E. Enter the lesser of C and D. If not applicable, enter 0.	\$ _____ 0/\$100
37.	Rate adjustment for county hospital expenditures. ²⁶	
	A. 2022 eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2021 and ending on June 30, 2022.	\$ _____ 0
	B. 2021 eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2020 and ending on June 30, 2021.	\$ _____ 0
	C. Subtract B from A and divide by Line 32 and multiply by \$100.....	\$ _____ 0/\$100
	D. Multiply B by 0.08 and divide by Line 32 and multiply by \$100.....	\$ _____ 0/\$100
	E. Enter the lesser of C and D, if applicable. If not applicable, enter 0.	\$ _____ 0/\$100
38.	Rate adjustment for defunding municipality. This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code 26.0444 for more information.	
	A. Amount appropriated for public safety in 2021. Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year	\$ _____ 0
	B. Expenditures for public safety in 2021. Enter the amount of money spent by the municipality for public safety during the preceding fiscal year	\$ _____ 0
	C. Subtract B from A and divide by Line 32 and multiply by \$100	\$ _____ 0/\$100
	D. Enter the rate calculated in C. If not applicable, enter 0.	\$ _____ 0/\$100
39.	Adjusted 2022 NNR M&O rate. Add Lines 33, 34D, 35D, 36E, and 37E. Subtract Line 38D.	\$ _____ 0.358774 /\$100
40.	Adjustment for 2021 sales tax specifically to reduce property values. Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in 2021 should complete this line. These entities will deduct the sales tax gain rate for 2022 in Section 3. Other taxing units, enter zero.	
	A. Enter the amount of additional sales tax collected and spent on M&O expenses in 2021, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent	\$ _____ 0
	B. Divide Line 40A by Line 32 and multiply by \$100	\$ _____ 0/\$100
	C. Add Line 40B to Line 39.	\$ _____ 0.358774 /\$100
41.	2022 voter-approval M&O rate. Enter the rate as calculated by the appropriate scenario below. Special Taxing Unit. If the taxing unit qualifies as a special taxing unit, multiply Line 40C by 1.08. - or - Other Taxing Unit. If the taxing unit does not qualify as a special taxing unit, multiply Line 40C by 1.035.	\$ _____ 0.371331 /\$100

²⁵ Tex. Tax Code § 26.0442
²⁶ Tex. Tax Code § 26.0443

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
D41.	<p>Disaster Line 41 (D41): 2022 voter-approval M&O rate for taxing unit affected by disaster declaration. If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of</p> <p>1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred, or</p> <p>2) the third tax year after the tax year in which the disaster occurred</p> <p>If the taxing unit qualifies under this scenario, multiply Line 40C by 1.08. ²⁷ If the taxing unit does not qualify, do not complete Disaster Line 41 (Line D41).</p>	\$ _____ ⁰ /\$100
42.	<p>Total 2022 debt to be paid with property taxes and additional sales tax revenue. Debt means the interest and principal that will be paid on debts that:</p> <p>(1) are paid by property taxes, (2) are secured by property taxes, (3) are scheduled for payment over a period longer than one year, and (4) are not classified in the taxing unit's budget as M&O expenses.</p> <p>A. Debt also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2022, verify if it meets the amended definition of debt before including it here. ²⁸</p> <p>Enter debt amount \$ <u>1,865,295</u></p> <p>B. Subtract unencumbered fund amount used to reduce total debt - \$ <u>0</u></p> <p>C. Subtract certified amount spent from sales tax to reduce debt (enter zero if none) - \$ <u>0</u></p> <p>D. Subtract amount paid from other resources - \$ <u>0</u></p> <p>E. Adjusted debt. Subtract B, C and D from A.</p>	\$ <u>1,865,295</u>
43.	Certified 2021 excess debt collections. Enter the amount certified by the collector. ²⁹	\$ <u>106,568</u>
44.	Adjusted 2022 debt. Subtract Line 43 from Line 42E.	\$ <u>1,758,727</u>
45.	<p>2022 anticipated collection rate.</p> <p>A. Enter the 2022 anticipated collection rate certified by the collector. ³⁰ <u>99.43</u>%</p> <p>B. Enter the 2021 actual collection rate. <u>99.43</u>%</p> <p>C. Enter the 2020 actual collection rate. <u>100.19</u>%</p> <p>D. Enter the 2019 actual collection rate. <u>99.59</u>%</p> <p>E. If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. ³¹</p>	<u>99.43</u> %
46.	2022 debt adjusted for collections. Divide Line 44 by Line 45E.	\$ <u>1,768,809</u>
47.	2022 total taxable value. Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>1,155,635,916</u>
48.	2022 debt rate. Divide Line 46 by Line 47 and multiply by \$100.	\$ <u>0.153059</u> /\$100
49.	2022 voter-approval tax rate. Add Lines 41 and 48.	\$ <u>0.524390</u> /\$100
D49.	<p>Disaster Line 49 (D49): 2022 voter-approval tax rate for taxing unit affected by disaster declaration. Complete this line if the taxing unit calculated the voter-approval tax rate in the manner provided for a special taxing unit on Line D41. Add Line D41 and 48.</p>	\$ _____/\$100

²⁷ Tex. Tax Code § 26.042(a)

²⁸ Tex. Tax Code § 26.012(7)

²⁹ Tex. Tax Code § 26.012(10) and 26.04(b)

³⁰ Tex. Tax Code § 26.04(b)

³¹ Tex. Tax Code §§ 26.04(h), (h-1) and (h-2)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
50.	COUNTIES ONLY. Add together the voter-approval tax rates for each type of tax the county levies. The total is the 2022 county voter-approval tax rate.	\$ _____ 0 /\$100

SECTION 3: NNR Tax Rate and Voter-Approval Tax Rate Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
51.	Taxable Sales. For taxing units that adopted the sales tax in November 2021 or May 2022, enter the Comptroller’s estimate of taxable sales for the previous four quarters. ³² Estimates of taxable sales may be obtained through the Comptroller’s Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November 2021, enter 0.	\$ _____ 0
52.	Estimated sales tax revenue. Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. ³³ Taxing units that adopted the sales tax in November 2021 or in May 2022. Multiply the amount on Line 51 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. ³⁴ - or - Taxing units that adopted the sales tax before November 2021. Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	\$ _____ 0
53.	2022 total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 1,155,635,916
54.	Sales tax adjustment rate. Divide Line 52 by Line 53 and multiply by \$100.	\$ _____ 0 /\$100
55.	2022 NNR tax rate, unadjusted for sales tax. ³⁵ Enter the rate from Line 26 or 27, as applicable, on the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0.519470 /\$100
56.	2022 NNR tax rate, adjusted for sales tax. Taxing units that adopted the sales tax in November 2021 or in May 2022. Subtract Line 54 from Line 55. Skip to Line 57 if you adopted the additional sales tax before November 2021.	\$ 0.519470 /\$100
57.	2022 voter-approval tax rate, unadjusted for sales tax. ³⁶ Enter the rate from Line 49, Line D49 (disaster) or Line 50 (counties) as applicable, of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.524390 /\$100
58.	2022 voter-approval tax rate, adjusted for sales tax. Subtract Line 54 from Line 57.	\$ 0.524390 /\$100

SECTION 4: Voter-Approval Tax Rate Adjustment for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit’s expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
59.	Certified expenses from the Texas Commission on Environmental Quality (TCEQ). Enter the amount certified in the determination letter from TCEQ. ³⁷ The taxing unit shall provide its tax assessor-collector with a copy of the letter. ³⁸	\$ _____ 0
60.	2022 total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 1,155,635,916
61.	Additional rate for pollution control. Divide Line 59 by Line 60 and multiply by \$100.	\$ _____ 0 /\$100
62.	2022 voter-approval tax rate, adjusted for pollution control. Add Line 61 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties) or Line 58 (taxing units with the additional sales tax).	\$ 0.524390 /\$100

³² Tex. Tax Code § 26.041(d)

³³ Tex. Tax Code § 26.041(i)

³⁴ Tex. Tax Code § 26.041(d)

³⁵ Tex. Tax Code § 26.04(c)

³⁶ Tex. Tax Code § 26.04(c)

³⁷ Tex. Tax Code § 26.045(d)

³⁸ Tex. Tax Code § 26.045(i)

SECTION 5: Voter-Approval Tax Rate Adjustment for Unused Increment Rate

The unused increment rate is the rate equal to the difference between the adopted tax rate and voter-approval tax rate before the unused increment rate for the prior three years.³⁹ In a year where a taxing unit adopts a rate by applying any portion of the unused increment rate, the unused increment rate for that year would be zero.

The difference between the adopted tax rate and voter-approval tax rate is considered zero in the following scenarios:

- a tax year before 2020;⁴⁰
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a);⁴¹ or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval.⁴²

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit.⁴³

Line	Unused Increment Rate Worksheet	Amount/Rate
63.	2021 unused increment rate. Subtract the 2021 actual tax rate and the 2021 unused increment rate from the 2021 voter-approval tax rate. If the number is less than zero, enter zero.	\$ _____ ⁰ /100
64.	2020 unused increment rate. Subtract the 2020 actual tax rate and the 2020 unused increment rate from the 2020 voter-approval tax rate. If the number is less than zero, enter zero.	\$ _____ ⁰ /100
65.	2019 unused increment rate. Subtract the 2019 actual tax rate and the 2019 unused increment rate from the 2019 voter-approval tax rate. If the number is less than zero, enter zero. If the year is prior to 2020, enter zero.	\$ _____ ⁰ /100
66.	2022 unused increment rate. Add Lines 63, 64 and 65.	\$ _____ ⁰ /100
67.	2022 voter-approval tax rate, adjusted for unused increment rate. Add Line 66 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax) or Line 62 (taxing units with pollution control).	\$ _____ ^{0.524390} /100

SECTION 6: De Minimis Rate

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise \$500,000, and the current debt rate for a taxing unit.⁴⁴

This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit.⁴⁵

Line	De Minimis Rate Worksheet	Amount/Rate
68.	Adjusted 2022 NNR M&O tax rate. Enter the rate from Line 39 of the <i>Voter-Approval Tax Rate Worksheet</i>	\$ _____ ^{0.358774} /100
69.	2022 total taxable value. Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____ ^{1,155,635,916}
70.	Rate necessary to impose \$500,000 in taxes. Divide \$500,000 by Line 69 and multiply by \$100.	\$ _____ ^{0.043266} /100
71.	2022 debt rate. Enter the rate from Line 48 of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ _____ ^{0.153059} /100
72.	De minimis rate. Add Lines 68, 70 and 71.	\$ _____ ^{0.555099} /100

SECTION 7: Voter-Approval Tax Rate Adjustment for Emergency Revenue Rate

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year.⁴⁶

Similarly, if a taxing unit adopted a tax rate that exceeded its voter-approval tax rate, calculated normally, without holding an election to respond to a disaster, as allowed by Tax Code Section 26.042(d), in the prior year, it must also reduce its voter-approval tax rate for the current tax year.⁴⁷

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago.

³⁹ Tex. Tax Code § 26.013(a)

⁴⁰ Tex. Tax Code § 26.013(c)

⁴¹ Tex. Tax Code §§ 26.0501 (a) and (c)

⁴² Tex. Local Gov't Code § 120.007(d), effective Jan. 1, 2022

⁴³ Tex. Tax Code § 26.063(a)(1)

⁴⁴ Tex. Tax Code § 26.012(8-a)

⁴⁵ Tex. Tax Code § 26.063(a)(1)

⁴⁶ Tex. Tax Code § 26.042(b)

⁴⁷ Tex. Tax Code § 26.042(f)

This section will apply to a taxing unit in a disaster area that adopted a tax rate greater than its voter-approval tax rate without holding an election in the prior year.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line	Emergency Revenue Rate Worksheet	Amount/Rate
73.	2021 adopted tax rate. Enter the rate in Line 4 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>0.565503</u> /\$100
74.	Adjusted 2021 voter-approval tax rate. Use the taxing unit’s Tax Rate Calculation Worksheets from the prior year(s) to complete this line. If a disaster occurred in 2021 and the taxing unit calculated its 2021 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) of the 2021 worksheet due to a disaster, enter the 2021 voter-approval tax rate as calculated using a multiplier of 1.035 from Line 49. - or - If a disaster occurred prior to 2021 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) in 2021, complete the separate <i>Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> to recalculate the voter-approval tax rate the taxing unit would have calculated in 2021 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the year(s) following the disaster. ⁴⁸ Enter the final adjusted 2021 voter-approval tax rate from the worksheet. - or - If the taxing unit adopted a tax rate above the 2021 voter-approval tax rate without calculating a disaster tax rate or holding an election due to a disaster, no recalculation is necessary. Enter the voter-approval tax rate from the prior year’s worksheet.	\$ <u>0</u> /\$100
75.	Increase in 2021 tax rate due to disaster. Subtract Line 74 from Line 73.	\$ <u>0.565503</u> /\$100
76.	Adjusted 2021 taxable value. Enter the amount in Line 14 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>1,031,340,843</u>
77.	Emergency revenue. Multiply Line 75 by Line 76 and divide by \$100.	\$ <u>5,832,263</u>
78.	Adjusted 2022 taxable value. Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>1,126,340,438</u>
79.	Emergency revenue rate. Divide Line 77 by Line 78 and multiply by \$100. ⁴⁹	\$ <u>0</u> /\$100
80.	2022 voter-approval tax rate, adjusted for emergency revenue. Subtract Line 79 from one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax), Line 62 (taxing units with pollution control) or Line 67 (taxing units with the unused increment rate).	\$ <u>0.524390</u> /\$100

SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-new-revenue tax rate.	\$ <u>0.519470</u> /\$100
As applicable, enter the 2022 NNR tax rate from: Line 26, Line 27 (counties), or Line 56 (adjusted for sales tax). Indicate the line number used: <u>26</u>	
Voter-approval tax rate.	\$ <u>0.524390</u> /\$100
As applicable, enter the 2022 voter-approval tax rate from: Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (adjusted for sales tax), Line 62 (adjusted for pollution control), Line 67 (adjusted for unused increment), or Line 80 (adjusted for emergency revenue). Indicate the line number used: <u>80</u>	
De minimis rate.	\$ <u>0.555099</u> /\$100
If applicable, enter the 2022 de minimis rate from Line 72.	

SECTION 9: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit’s certified appraisal roll or certified estimate of taxable value, in accordance with requirements in Tax Code.⁵⁰

print here ➔ Maria O. Pasillas, RTA
 Printed Name of Taxing Unit Representative

sign here ➔ Maria O. Pasillas
 Taxing Unit Representative

07/27/2022
 Date

⁴⁸ Tex. Tax Code §26.042(c)
⁴⁹ Tex. Tax Code §26.042(b)
⁵⁰ Tex. Tax Code §§ 26.04(c-2) and (d-2)

HORIZON CITY

2022 Certified Totals

**Total Appraised Value and Total Taxable Value
as calculated under section 26.04, Tax Code**

	Preceding Tax Year	Current Tax Year
Total appraised value of all property	1,293,300,299	1,472,323,722
Total appraised value of new property	39,349,834	35,924,764
Total taxable value of all property	1,104,505,207	1,250,341,248
Total taxable value of new property	38,159,006	29,295,478

AVERAGE SINGLE FAMILY DWELLING VALUE BY ENTITY

ENTITY		2022 VALUE BEFORE CAP	2022 VALUE AFTER CAP	HOMESTEAD EXEMPTION	2022 AVERAGE NET TAXABLE
IAN	ANTHONY I.S.D.	\$152,875	\$138,423	\$40,000	\$98,423
CAN	ANTHONY, TOWN OF	\$151,357	\$137,349	\$0	\$137,349
ICA	CANUTILLO I.S.D.	\$250,482	\$223,258	\$40,000	\$183,258
ICL	CLINT I.S.D.	\$162,158	\$137,763	\$40,000	\$97,763
CCL	CLINT, TOWN OF	\$164,476	\$149,015	\$0	\$149,015
CEP	EL PASO, CITY OF	\$193,324	\$171,823	\$5,000	\$166,823
SCC	EL PASO COMMUNITY COLLEGE	\$189,709	\$168,195	\$0	\$168,195
G01	EL PASO, COUNTY OF	\$189,709	\$168,195	\$5,000	\$163,195
SF1	EL PASO COUNTY E.S.D. #1	\$205,482	\$185,809	\$0	\$185,809
SF2	EL PASO COUNTY E.S.D. #2	\$149,176	\$125,974	\$0	\$125,974
SWL	EL PASO CNTY LOWER VALLEY WATER	\$145,539	\$124,740	\$0	\$124,740
SWT	EL PASO COUNTY TORNILLO W.I.D.	\$101,751	\$88,713	\$0	\$88,713
SW4	EL PASO COUNTY W.C. & I.D. #4	\$105,759	\$90,010	\$0	\$90,010
IEP	EL PASO I.S.D.	\$198,214	\$177,056	\$40,000	\$137,056
IFA	FABENS I.S.D.	\$106,171	\$91,178	\$40,000	\$51,178
SWH	HACIENDAS DEL NORTE W.I.D.	\$328,576	\$274,010	\$0	\$274,010
CHZ	HORIZON CITY, TOWN OF	\$180,500	\$158,064	\$0	\$158,064
SWE	HORIZON REGIONAL M.U.D.	\$173,814	\$148,945	\$0	\$148,945
SMB	HMUD RANCHO DESIERTO BELLO DA	\$179,628	\$179,240	\$0	\$179,240
SMC	HMUD HUNT COMMUNITIES DA	\$239,282	\$239,282	\$0	\$239,282
SMR	HMUD RAVENNA DA	\$232,046	\$232,046	\$0	\$232,046
SMP	PASEO DEL ESTE M.U.D. #1	\$263,115	\$263,115	\$0	\$263,115
SMD	PASEO DEL ESTE M.U.D. #2	\$354,684	\$334,226	\$0	\$334,226
SM3	PASEO DEL ESTE M.U.D. #3	\$255,214	\$236,717	\$0	\$236,717
SM4	PASEO DEL ESTE M.U.D. #4	\$271,404	\$270,249	\$0	\$270,249
SM5	PASEO DEL ESTE M.U.D. #5	\$249,765	\$235,074	\$0	\$235,074
SM6	PASEO DEL ESTE M.U.D. #6	\$245,580	\$245,004	\$0	\$245,004
SM7	PASEO DEL ESTE M.U.D. #7	\$213,862	\$211,815	\$0	\$211,815
SM8	PASEO DEL ESTE M.U.D. #8	\$228,466	\$215,924	\$0	\$215,924
SM9	PASEO DEL ESTE M.U.D. #9	\$232,168	\$226,507	\$0	\$226,507
SME	PASEO DEL ESTE M.U.D. #10	\$288,926	\$255,628	\$0	\$255,628
SMU	PASEO DEL ESTE M.U.D. #11	\$214,696	\$187,646	\$0	\$187,646
ISA	SAN ELIZARIO I.S.D.	\$126,246	\$101,680	\$40,000	\$61,680
CSA	SAN ELIZARIO, TOWN OF	\$126,788	\$102,225	\$0	\$102,225
ISO	SOCORRO I.S.D.	\$202,847	\$181,864	\$40,000	\$141,864
CSO	SOCORRO, TOWN OF	\$145,335	\$123,986	\$0	\$123,986
ITO	TORNILLO I.S.D.	\$101,613	\$88,594	\$40,000	\$48,594
SHO	UNIVERSITY MEDICAL CENTER OF EL PASO	\$189,709	\$168,195	\$0	\$168,195
CVN	VINTON, VILLAGE OF	\$132,846	\$106,935	\$0	\$106,935
IYS	YSLETA I.S.D.	\$159,594	\$138,337	\$40,000 + 20%	\$66,418

SOURCE: EL PASO CENTRAL APPRAISAL DISTRICT (07/23/2022 revised)

ORDINANCE NO. 0272 AMENDMENT NO. 03

AN ORDINANCE AMENDING ORDINANCE NO. 0272 OF THE TOWN OF HORIZON CITY, ADOPTING THE MUNICIPAL BUDGET FOR THE 2021-2022 FISCAL YEAR, TO ALLOW FOR THE TRANSFER OF FUNDS IN THE STREET MAINTENANCE FUND FOR THE PURCHASE OF A CRACK SEALING MACHINE TO REPAIR STREETS; AND PROVIDING FOR REPEALER AND SEVERABILITY CLAUSES.

WHEREAS, an Ordinance was enacted on September 14, 2021, which adopted a budget for the fiscal year of October 1, 2021, to September 30, 2022, for the Town of Horizon City; and

WHEREAS, Ordinance No. 0272 Amendment No. 01 was approved on November 9, 2021, and it allowed for the budgeting and expenditure of funds for the purchase of real property; and

WHEREAS, Ordinance No. 0272 Amendment No. 02 was approved on January 11, 2022, and it allowed for the budgeting and expenditure of funds for the purchase of software and related equipment for timekeeping/scheduling, budgeting, contract/bidding management, and security which were not included in the budget; and

WHEREAS, it is now necessary to amend said budget for municipal purposes to allow for the transfer of funds from Capital Projects – Project Management to Equipment in the Street Maintenance Fund in the amount of \$80,000.00. The funding and expenditure are necessary to provide for the purchase of a crack sealing machine to repair streets.

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 _____, 2022, 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:

Sylvia Borunda Firth,
Assistant City Attorney

First Reading: _____

Second Reading: _____

**TOWN OF HORIZON CITY
2022 BUDGET AMENDMENT 03
STREET MAINTENANCE FUND LINE ITEM TRANSFER
ATTACHMENT A**

Line No.	Description	Amount
	<u>To Account</u>	
1	06-507-6020	80,000.00
	<u>From Account</u>	
2	06-507-6350	80,000.00



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: August 9, 2022

To: Honorable Mayor and Members of City Council

From: Albert Valle, CFM, Public Works Director

SUBJECT: On authorizing the purchase of an asphalt crack sealing machine from Crafcoc Inc., for an amount not to exceed \$80,000, through Sourcwell Contract # 080521-CFC and authorizing the Mayor to execute the documents.

Staff is requesting that the City Council authorize the purchase of an asphalt crack sealing machine in the amount not to exceed \$80,000 from Crafcoc Inc. through Sourcwell Contract # 080521-CFC.

The City's purchasing agent has reviewed this proposed purchase and has recommended approval.

The quote for the equipment is attached for reference.

Super Shot Melter/Applicator



CRAFCO[®] **INC**
PRESERVATION PRODUCTS **PAVEMENT**
Delivering Confidence Through Innovation, Quality and Value Since 1976

SUPER SHOT MELTER/APPLICATOR

Engineered Performance Design

Crafco Super Shot Melter/Applicators **Engineered Performance** answer today's challenges that have developed from higher energy costs and smaller budgets. The Super Shot machines exceed all expectations, quickly and economically. No other machine on the market today can match Crafco's Engineered Performance Machines.

Engineered Efficiency. Crafco's Super Shot engineered pump is mounted inside the melter, eliminating material recirculation, outside plumbing and high-pressure lines. By eliminating the need for re-circulation, the pump runs only when material application is needed making this an "on-demand" system, this increases pump life and operator safety.

Additionally, an internally mounted pump requires no packing, eliminating maintenance. Less maintenance in the shop means more production on the job, more profit and less costs.

Engineered Options and Features. Standard Engineered Features makes the operation of these melters the safest and the easiest machines to operate. Many of the other features reduce labor and operating costs; the most impressive being the Super Shot Melter Engineered Options. Design the machine you want with these options. For example, add an optional industrial air compressor and save the cost of running an additional engine and tow vehicle saving time, money and people costs. The Super Shot has over 20 available options.

Engineered Safety



The Super Shot Melter/Applicator is loaded with standard safety features designed to protect the operator and the public. In addition to standard safety features there are optional engineered features such as the autoloader, which keeps the operator clear of hot sealant and adds efficiency to the process. Rear controls keep the operator away from traffic on both sides of the unit and the bearing hose boom reduces operator fatigue. Anti-splash lids with safety shut offs protect the operator from sealant splash. Review the innovative features of the Super Shot and you will find this machine to be the most safely engineered melter available.

- 1 Anti-Splash Lid
- 2 Low Profile Loading Height
- 3 Hot Oil and Sealant Shut Down
- 4 Manual Record Box
- 5 Lid Agitator Shut Off Switch
- 6 Bearing Boom
- 7 Hose Cover
- 8 Low Curb Height
- 9 Hitch Extension
- 10 Quiet Operation
- 11 Curbside Controls
- 12 Heat Transfer Overflow Tank
A jacketed melter with no overflow tank may cause ground contamination
- 13 LED Lights Standard

Super Shot 60

Available in four base configurations

Skid Mount - Propane - Part No. 50750
 Trailer - Propane - Part No. 43300
 Skid Mount - Diesel - Part No. 46800
 Trailer - Diesel - Part No. 46950



The Crafcro Super Shot series melter/appliator represents the most technologically advanced melter/appliator available. This state-of-the-art machine offers the ultimate in efficiency and ease of use. The digital control features of this equipment accurately control and regulate the heating temperature of the sealant and transfer oil. The patented internal pumping system requires no clean out and features a hydraulic flow rate adjustment. The internal pump only operates when the operator activates the micro-switch on the applicator wand. With "On Demand" pumping there are no valves, fewer moving parts and no hose pressure build up. Super Shot melters will out-perform any comparable sized machine available. Crafcro offers a two-year warranty, various options, and many safety features, making these machines the greatest value with the highest productivity. The Crafcro Super Shot Melter is the most efficient and easy to use melter/appliator available today!

There are three sizes to choose from.

Super Shot 125

Available in four base configurations

Skid Mount - Part No. 57200
 Trailer - Part No. 43600
 Trailer + two axles - Part No. 43600DX
 Trailer + compressor - Part No. 47400



The Super Shot 60 is a 60-gallon capacity unit, which features automatic digital controls with a heated hose and wand. This machine is designed for use on projects under 2,000 pounds of sealant per day. The Super Shot 60 is also available as a skid mount.

The mid-sized 125-gallon capacity Super Shot 125, offers the best versatility. Ideal for medium to large sized projects, this unit is diesel powered, available with an optional compressor or a labor saving autoloader. This is the most popular municipal unit.

The large-sized 250-gallon Super Shot 250 is designed for large projects. This machine will out-perform any melter in its class and is available with many standard options.

Super Shot 250

Available in two base configurations

Trailer - Part No. 44100
 Trailer + compressor - Part No. 47900N



Choose your size,
 choose your options!

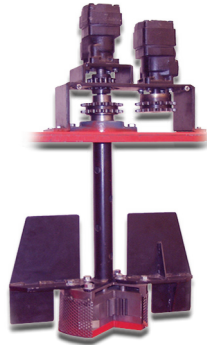


Ergonomically Engineered Loading Features:

- Splash proof lid
- Automatic agitation shut-off
- Fume free environment
- No operator back strain
- Light weight loading lid

The Most Technologically Advanced Melter/Applicator Available

Longer Pump Life/Efficient and Aggressive Agitation



The patented pump technology of the Crafcro Super Shot melters is what makes the Super Shot the most productive and lowest maintenance melter in the industry. The Crafcro patented pump is mounted inside the sealant tank. Mounting the pump inside eliminates material recirculation, outside plumbing, and high-pressure lines, while decreasing pump wear. The Super Shot pump will last many times longer than a conventional pump. Internal pumps require no packing which eliminates maintenance and results in more production on the job.

**Super Shot 125
with Autoloader**



Specifications

	Super Shot 60D Trailer Part No. 46950	Super Shot 125D Trailer Part No. 43600	Super Shot 250D Trailer Part No. 44100
Dimensions	150.25"L / 64.5"W / 70"H	138.25"L / 68"W / 83.25"H	175.5"L / 90.5"W / 82"H
Shipping Weights	3,200lbs / 1,451kg - Actual	2,800lbs / 1,270kg - Actual	6,300lbs / 2,857kg - Actual
Gross Weight	4,200lbs / 1,905kg - Approx.	5,200lbs / 2,538kg - Approx.	9,900lbs / 4,490kg - Approx.
Material Capacity	58 gal / 219 liter	133 gal / 503 liters	250 gal / 946 liters
Melt Rate	480 lbs/hr	1,064 lbs/hr	2,000 lbs/hr
Heat Transfer Oil	21 gal / 78 liter	34 gal / 128 liter	47 gal / 177 liter
Tank Construction	Double Boiler	Double Boiler	Double Boiler
Tank Opening/Loading Door(s)	(1) 12.25" x 15" / 311.15mm x 381mm	(1) 14" x 18" / 355.6mm x 457.2mm	(2) 14" x 18" / 355.6mm x 457.2mm
Loading Height	46.25" / 117.5cm	58" / 147.3cm	54" / 137.2cm
Heat Input	205,000 Btu	250,000 Btu	270,000 Btu
Diesel Fuel Capacity	26 gal / 98 liters	26 gal / 98 liter	30 gal / 113 liter
Propane Capacity (Option)	100 lbs.	N/A	N/A
Hydraulic Oil Capacity	26 gal / 98 liters	26 gal / 98 liter	30 gal / 113 liter
Engine Standard	Three Cyl. Isuzu Mod 3CJ1 Tier 4 Final 19 BHP @ 3,000RPM	Three Cyl. Isuzu Mod 3CH1 Tier 4 Final 25.4 BHP @ 3,000RPM	Three Cyl. Isuzu Mod 3CH1 Tier 4 Final 25.4 BHP @ 3,000RPM
Engine Option (w/Compressor)	N/A	Four Cyl. Isuzu Mod 4LET2 Tier 4 Final 48 BHP @ 2,350RPM	Four Cyl. Isuzu Mod 4LET2 Tier 4 Final 48 BHP @ 2,350RPM
Axle Capacity	4,200lb Torsional / 1,905kg	Dual 5,200lb Torsional each / 2,359kg each	Dual 5,200lb Torsional each / 2,359kg each
Tires	ST225-75 R15	ST225-75 R15	ST225-75 R15
Air Compressor (Option)	N/A	100 CFM @ 125 PSI	100 CFM @ 125 PSI
Surface Area Material Tank	2,538in ² 16,347cm ²	4,267in ² 27,529cm ²	6,632in ² 42,787cm ²
Surface Area Oil Tank	3,335in ² 21,516cm ²	5,244 in ² 33,832 cm ²	7,655 in ² 49,387 cm ²
Ratio of Tank Surface Area	1.31:1	1.22:1	1.15:1
Control Location	Hydraulic Rear, Control Box Rear Curb Side	Standard Super Shot	Hydraulic Rear, Control Box Rear Curb Side
Controls	Standard Super Shot	Hydraulic Rear, Control Box Curb Side	Standard Super Shot
Hose Style	Electric	Electric	Electric
Wand Style	Electric	Electric	Electric
Hose Compartment	No	No	No
Material Recirculation	No	No	No
Boom	Dual Pillow Block Bearings	Dual Pillow Block Bearings	Dual Pillow Block Bearings
Burner Box	Removable From Side	Front Panel Removable	Removable From Side

Engineered Performance Features



QUICK & EASY START-UP
With the flip of a toggle switch the Super Shot will be ready to operate in less than an hour. Shut down, at the end of the day, is just as easy.



HEATED HOSE
The low voltage electric heated hose heats material to application temperature within 45 minutes. The hose has the longest working radius in the industry, a 360° swivel, protective sleeve, & a repairable hose & wand.



Automatic Agitator Shut-Off & Splash Proof Lid

Shut offs are incorporated into the lid, hose, wand, pump, burner, & electrical controls.



Integrated Operator Control System

Controls operate the entire unit and override possible operator error. Integrated control box houses all the gauges, switches, & engine controls.



Optional Compressor

Compressor runs air lance that is used to clean dirt & debris out of cracks, increasing crack sealing efficiency and effectiveness.



Optional Engine Cover

Protects engine from the elements, vandalism, & theft.



Efficient Burner

Burner is positioned safely within the frame providing protection & ample ground clearance. Time saving electric overnight heater option available.



Low Profile

Low center of gravity provides easy loading, yet has ample unobstructed ground clearance for safe towing over the most rugged road conditions.

Engineered Performance Options

Crafcro offers many Engineered Performance Options to increase production, save labor and lower operating costs. The Super Shot has been engineered with a large variety of options like an autoloader, compressor, light bar or fire extinguisher. These options will enhance production while increasing safety and security.

Engine covers and battery boxes protect the engine from the elements and adds security. The autoloader increases production, adds safety and decreases operator fatigue. The overnight heater is an on the job must if you want to reduce start up time. The light bar is for added safety to direct traffic and increase driver awareness.

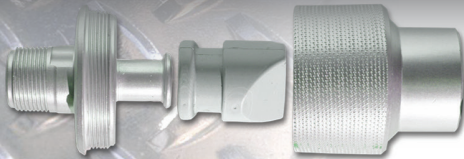


- Engine cover
- Gravity Feed
- Arrow Board Kit
- Surge Brakes
- Engine w/ Gauges
- Autoloader
- Air Compressor
- Custom Paint
- Hitch Selection
- Electric Plug Selection
- Hitch Extension
- Cab Brake Control
- Locking Battery Box
- Light Bar
- Overnight Heater
- Fire Extinguisher - 10 or 20 lb.
- Tool Box
- Safety Hooks
- Mud Flaps
- Spare Tire Kit
- Strobe Light



Engineered Tools

Sealing Tips and Material Handling Tools



Super Shot Drip Stopper

Use with Crafcro Super Shot sealing tip. Stops sealant drip once wand trigger is released.

PN# 27114 Tip Adapter
PN# 50270 Duckbill Valve
PN# 27115 Shroud - Tip Adapter



Swivel Applicator

Swivel Applicator

Use with Super Shot Melter & E-Z Pour Melters with or w/o Drip Stopper.

PN# 27120 3" Swivel Applicator
PN# 27130 4" Swivel Applicator



Crafcro Duckbill

Crafcro Duckbill PN# 50270

Use with Super Shot Melter wands to prevent dripping of material.



Crafcro Sealing Foot / Flush

Crafcro Sealing Foot / Flush

Used for random asphalt and concrete cracks.

PN# 27154 Sealing tip/ft assembly 1/4" flush
PN# 27155 Sealing tip/ft assembly 3/8" flush



Crafcro Sealing Foot / Protruded

Crafcro Sealing Foot / Protruded

Used for straight asphalt and concrete joints.

PN# 27159 Sealing tip/ft assembly 1/4" protruding
PN# 27160 Sealing tip/ft assembly 3/8" protruding



Crafcro Joint Sealing Tip

Crafcro Joint Sealing Tip

Use for straight asphalt and concrete joints.

PN# 27146 Sealing tip assembly 1/4"
PN# 27147 Sealing tip assembly 3/8"



Crafcro Round Sealing Tip

Crafcro Round Sealing Tip

Multi-purpose random cracks and joints. Use with a squeegee for most applications.

PN# 27170 Sealing tip assembly 3/8"
PN# 27171 Sealing tip assembly 1/2"



Crafcro Applicator Disk

Crafcro Applicator Disk

Used for overbanding, great labor saver.

PN# 27162 3" Disk Assembly
PN# 27163 4" Disk Assembly
PN# 27164 6" Disk Assembly

Crafcro Heavy Duty Squeegee w/Aluminum Handle

PN# 27199

Use for leveling crack sealant and where a sealant over band is recommended.



Crafcro Heavy Duty Squeegee

Crafcro Replacement Blade

PN# 27195 4" x 18" x 3/8"

Crafcro Heavy Duty Compact Squeegee w/ Aluminum Handle

PN# 27245

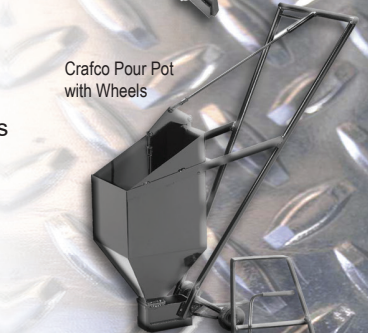


Crafcro Heavy Duty Compact Squeegee

Crafcro Heavy Duty Compact Squeegee w/ Wooden Handle

PN# 27245W

Use for leveling crack sealant and where a sealant over band is recommended.



Crafcro Pour Pot with Wheels

Crafcro Replacement Blade

PN# 27241 2-1/2" x 17" x 3/8"

Crafcro Pour Pot with Wheels

PN# 40200

Use to apply a uniform band of sealant to a crack or joint. Wheeled for ease of use. Gravity feed with shut off lever.



Crafcro Hand Held Pour Pot

Crafcro Hand Held Pour Pot

PN# 40201

For application of thin crack sealant to a joint or crack. Gravity feed with shut off lever.

Crafcro Detack is an economical, biodegradable liquid from Crafcro that eliminates sealant tack when sprayed onto freshly applied hot pour sealant.



crafcro.com
sales@crafcro.com
(800) 528-8242

Your local Crafcro Representative:



SOURCEWELL CONTRACT #080521-CFC

BBBQ53084

6165 W. Detroit St. Chandler, AZ 85226 (602) 276-0406 (800) 528-8242 FAX: (480) 940-0313

Date Quoted 7/7/2022 Expiration Date 8/6/2022

Quote To: Account Code: Ship To: Account Code:

Town of Horizon City Albert Valle CFM

14999 Darrington Rd Horizon City, TX 79928 USA

Phone: (915) 852-1046 Fax: Email: avalue@horizoncity.org

Project Title: Horizon City - SS250D - Albert

Start Date: Effective Dates: Terms: F.O.B.: Ship Via: Sales Group: Quoted By: Sales Office:

Estimated Time to Ship After Receipt of Order: Quoted at time of order

Customer: Town of Horizon City Quote Number: BBBQ53084 Project Title: Horizon City - SS250D - Albert Date: 07-07-22

SALES TAX EXEMPT CERTIFICATE MUST BE PROVIDED AT THE TIME OF ORDER OR SALES TAX WILL BE ADDED TO YOUR ORDER

Table with 7 columns: Part #, Description, Unit, Qty., Contract Price, Ext. Price. Lists items like SUPERSHOT 250 DIESEL, PINTLE HITCH, HITCH EXTENSION, etc.

Sales Tax \$0.00 Shipping \$0.00 Contract Total \$71,601.04

COMMENTS:

Free training and 2 year warrenty upon delivery FOB Horion, Tx For questions or coments please call or email: 176

Customer:	Town of Horizon City	Quote Number	BBBQ53084
Project Title:	Horizon City - SS250D - Albert	Date	07-07-22

SALES TAX EXEMPT CERTIFICATE MUST BE PROVIDED AT THE TIME OF ORDER OR SALES TAX WILL BE ADDED TO YOUR ORDER

Part #	Description	Unit	Qty.	Contract Price	Ext. Price
--------	-------------	------	------	----------------	------------

Mike Romano 210-865-5025
mike.romano@crafco.com

Sourcewell # 080521- CFC

This machine is already assembled with included options.

NOTE:

WARNING:

Products on this quote may be labeled in accordance with California Proposition 65. California purchasers refer to <http://crafco.com/resources/Prop-65.xlsx>

For Terms and Conditions of purchases go to: <https://crafco.com/Terms-of-Sale.pdf>

Quantities may be limited at Crafco's discretion.

Pricing and availability are subject to change without notice.

Pricing does not include applicable taxes. Tax exemption forms must be on file prior to invoicing. Unpaid sales tax will be reported to State and Local tax authorities. Extension is net after terms.

FOB DEFINITIONS:

PPA- Delivered; freight included.

PPD- Delivered; freight separate.

Pavement Preservation Products Restocking Policy

RETURN POLICY

Crafco will only accept the return of products that have been authorized in writing in advance, and proof of purchase is required. Not all purchases are returnable. This is a Return Policy for non-warranty claims. Refer to the product data sheet for information about warranty and claims for warranty reimbursement.

All returns are subject to restocking fees.

All products returned must be in the original packaging and be in good and salable condition.

Crafco reserves the right to charge repackaging fees in addition to restocking fees.

The customer is responsible for all shipping costs of returned products.

Request information on the acceptability for returns for any specific product when ordering.

Nonreturnable Products

Not all products are returnable. Products that have a shelf life or are considered made to order, or special order may not be returned. No used parts may be returned and any part or product that is non-standard or obsolete is not returnable.

Product	Return Status
Athletic Surfacing Products, Cure & Commercial Liquids, Equipment, Geocomposites, Paint, Sealcoat, and Silicone	Non-Returnable

Restocking Fees

All returnable products have a restocking fee if returned.

Product	Restocking Fee
Parts	15% of part purchase price
All Other Products	25% of product purchase price

How to Return an Item

1. To obtain authorization contact your customer service representative.
2. A written authorization will be faxed or emailed to you.
3. A copy of the Return Authorization must accompany the material being returned.



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: August 9, 2022
To: Honorable Mayor and Members of City Council
From: Elvia Schuller, City Clerk
SUBJECT: On a request that the City Council reject all bids received for the Janitorial Services Contract (Bid No. 2022-006RFP JAN).

On July 12, 2022, staff solicited bids for the Janitorial Services Contract (3.0 year contract). Three proposals were submitted as follows:

- Klean-it Janitorial - \$194,508.00
- J. Carrizal General Construction, Inc. – \$272,167.92
- General Workforce - \$4,032,000.00

During the evaluation of the proposals, staff identified issues that prevented an appropriate analysis of all the bids. One proposer did not submit a detailed job summary highlighting experience and quality of work which may have affected the overall outcome of the bid. Being that this is a best value bid, the reference information is needed to adequately evaluate the proposers' performance and quality of work. Therefore, staff recommends that all bids received for this project be rejected at this time. Staff will rebid the project in the near future.

Request for Proposals

TOWN OF HORIZON CITY
JANITORIAL SERVICES
Addendum 1

Solicitation No. 2022-006RFP JAN
JANITORIAL SERVICES CONTRACT
Sealed bids will be received until
Tuesday, August 2, 2022, at
2:00 p.m. MDT

Return Bid to: Gerardo "Efisio" Setzu
Town of Horizon City
14999 Darrington Road
Horizon City, Texas 79928

The Town of Horizon City is moving toward an Online Bidding System by the name of BonFire. Eventually all bids will be submitted electronically through the BonFire portal to save time, paper and resources.

Bonfire Software will indicate all the dates and documents needed. Required documents will be made accessible to submit your bid.

At this time, bidders can still submit a physical bid or an electronic bid.

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Town of Horizon City Janitorial Services Contract

Section A

NOTICE TO CONTRACTORS

The Town of Horizon City (“City”) will accept proposals for an initial contract term of (3) years beginning on the date of the award by the City Council or indicated date, with two (2) additional one-year options to extend the term exercisable at the City’s sole discretion. The Contractor shall provide services to the City utilizing established best practices. This Request for Proposal (“RFP”) includes a detailed scope-of-work and the proposed contract terms/conditions.

Proposals must be submitted to the City’s Purchasing Agent Office on or before Tuesday, August 2, 2022 by 2:00 p.m. MDT. Please clearly mark the outside of your sealed envelope as “Proposal for Solicitation No. 2022-006RFP JAN Janitorial Services Contract” Proposals received after the submission deadline shall be returned unopened and will be considered void and unacceptable. The City is not responsible for delayed mail, carrier, etc., and the time/date stamp clock used upon receipt of any proposal in the City shall be the official time of receipt.

Proposals can and highly recommended to submit via the Bonfire Portal at the following link: <https://horizoncity.bonfirehub.com/portal/?tab=openOpportunities>

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

All offers shall expire on the 90th day after the offers are opened unless the Town of Horizon City requests an extension of the offers in writing and the Contractor agrees to extend in writing.

Schedule of Events

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

EVENTS	DATE AND/OR TIME
Release RFP	July 12, 2022
Last Day for Contractors to Submit Written Questions	July 27, 2022, 12:00 p.m. MST
Answers provided*	July 29, 2022
Tour of Facility	July 28, 2022, at 10am MDT
RFP Due Date	Aug. 2, 2022, 2:00 p.m. MDT
Bid Opening and List of Contractors Read Publicly	Aug. 2, 2022, 3:00 p.m. MDT
Evaluations	Aug. 4, 2022
Council to Meet to decide on Contract Award	Aug. 9, 2022
Notification of Award	Aug 11, 2022

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

Contract Period

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

Notification to Unsuccessful Contractors

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

Section B
INFORMATION FOR CONTRACTORS

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

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

SUBMISSION DEADLINE

Proposals can and highly recommended to submit via the Bonfire Portal at the following link: <https://horizoncity.bonfirehub.com/portal/?tab=openOpportunities> . The other option is to follow the listed instructions in the following paragraph.

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

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

RESPONSIVE PROPOSALS MAY NOT BE FAXED OR E-MAILED.

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

No verbal or oral information given by the City or any official thereof shall be binding upon the City. Contractors shall rely exclusively upon their own estimates, investigations and other data which are necessary for full and complete information upon which the proposal may be based. Any Contractor, by submitting a proposal, represents and warrants: that it has prepared its proposal in accordance with the scope of services and general conditions, with full knowledge and understanding of the terms and provisions thereof; that it has reviewed, studied and examined

the proposal prior to the signing and submission of same; and that it was cognizant of the terms of its proposal, verified its calculations and found them to be correct and agrees to be bound thereby.

CONDITIONAL PROPOSALS WILL NOT BE ACCEPTED

NOTICE: STATE SALES TAX

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

REQUESTS FOR CLARIFICATION

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

SOLICITATION ADMINISTRATOR - CONTACT INFORMATION

<p>Primary Contact</p> <p>Gerardo “Efisio” Setzu Purchasing Agent 14999 Darrington Road Horizon City, TX 79928 (915) 852- 1046, ext. # 114 gsetzu@horizoncity.org</p>	<p>If Primary is not available due to an Emergency</p> <p>Pat Randleel Finance Director 14999 Darrington Road Horizon City, TX 79928 (915) 852-1046, ext. #104 prandleel@horizoncity.org</p>
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It is the Contractor’s responsibility to follow up and make certain that the City’s Purchasing Agent received the request. Contractors shall promptly notify the City’s Purchasing Agent of any ambiguity or inconsistency which they may discover upon examination of a solicitation document. During the bid process, Contractors shall not contact any City staff except those

Janitorial Services #2022-006RFP JAN 06-30-2022

designated in the text of this solicitation or in subsequent documentation. The City Council has adopted an ordinance forbidding communication during the solicitation period, except with the Solicitation Administrator who is the Purchasing Agent.

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

COPIES REQUIRED

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

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

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

If proposal is being submitted via Bonfire, then ONE COMPLETE ORIGINAL PAPER COPY (signed in blue ink).

CONDITIONS OF WORK

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

Section C
INSTRUCTIONS TO CONTRACTORS

1. RECEIPT AND OPENING OF CONTRACTORS

- Proposals will be processed with Bonfire and all contractors are strongly encouraged to submit their proposals via Bonfire.
- Proposals received in the Front Office of the Horizon City Hall after the submission deadline shall be returned unopened and will be considered void and unacceptable. The City is not responsible for delayed mail, carrier, etc., and the time/date stamp clock used upon receipt of any bid in the Front Office of the Horizon City Hall shall be the official time of receipt.
- Proposals are solicited for furnishing the materials and services set forth in this RFP. Completed proposals must be received in the Front Office of the Horizon City Hall by the deadline stated above. All proposals must be in a sealed envelope clearly marked with the solicitation description and opening date on the outside of the envelope. If submitting your proposal by express mail, please place the proposal in a separate sealed envelope inside the carrier's envelope.
- **PROPOSALS MAY NOT BE FAXED OR E-MAILED.**
- Proposals may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by the Contractor guaranteeing authenticity. After the official opening, proposals may not be amended, altered, or withdrawn within ninety (90) consecutive calendar days without the written permission of the City.

2. PREPARATION AND CONTENT OF PROPOSALS

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

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

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

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

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

E. Any other information requested.

3. ADDENDA AND INTERPRETATIONS

- No interpretation of the meaning of this solicitation or any other documents will be made to any interested party or Contractor verbally. Every request for such interpretation should be in writing addressed to the Purchasing Agent, 14999 Darrington Road, Horizon City, Texas 79928. To be given consideration, the request for clarification or interpretation must be submitted and timely received, as stated in **Section B**, Requests for Clarification.
- Any and all such interpretations, and any supplemental instructions, will be in the form of written addenda to the solicitation which, if issued, will be delivered by Email or Fax to all prospective Contractors at the respective addresses furnished for such purposes. Failure of any Contractor to receive any such addenda or interpretation shall not relieve such Contractor from any obligation under its proposal as submitted. All addenda so issued shall become part of the contract documents and must be acknowledged on the proposal form.
- Any questions that need to be submitted may be submitted via Bonfire Portal. This method is preferred and highly encouraged.
- Any interpretations, corrections, or changes to this RFP will be made by written addenda. The sole authority to issue addenda shall be vested in the City Purchasing Agent. Addenda will be sent to all who are known to have received a copy of this RFP.

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

4. SIGNATURE FORMALITIES

- A Contractor shall sign and date its proposal where shown in the signature block in the form in **Section G**. The person signing the proposal must have the authority to bind the Contractor in a contract. Proposals that are not signed where indicated may be rejected.
- If the proposal is submitted by an individual, the Contractor's name must be signed by the individual or a duly authorized agent. If the proposal is submitted by an association or partnership, the name and address must be given, and the proposal signed by a duly authorized member of the association or partnership. If the proposal is submitted by a corporation, the full corporate name and business address must be given, and the proposal signed by a duly authorized corporate officer or agent. Powers of attorney authorizing agents to sign the proposal must be properly certified and must be in writing and submitted with the proposal. The proposal shall be executed in ink.
- If the Contractor is a corporation, a Corporate Certificate must be completed by the Secretary or by another officer if the proposal is signed by the Secretary. In lieu of the certificate, there may be attached to the proposal, copies of as many of the records of the corporation that show the official character and authority of the officers signing, duly certified by the Secretary or Assistant Secretary under the corporate seal to be true copies.
- If the Contractor is a partnership, each partner should sign the proposal. If the proposal is not signed by each partner, there should be attached to the proposal a duly authenticated power of attorney evidencing the signer's authority to sign such proposal for and on behalf of the partnership.
- If the Contractor is an individual, the trade name (if the Contractor is operating under an assumed name) should be indicated in the proposal and the proposal should be signed by such individual. If signed by one other than the Contractor, there should be attached to the proposal a duly authenticated power of attorney evidencing the signer's authority to execute such proposal for and on behalf of the Contractor.
- A DBA Certificate must be provided if the Contractor uses a trade name in the solicitation documents other than the name under which the company was organized.

5. SUBMISSION OF PROPOSAL – CONFLICT OF INTEREST

In addition, Section 176.006 of the Texas Local Government Code requires a
 Janitorial Services #2022-006RFP JAN 06-30-2022

Contractor/Offeror (“Vendor”) to file a conflict of interest questionnaire if the Vendor has a business relationship with the City and has:

- a) an employment or other business relationship with an officer or an officer’s family member that results in that person receiving taxable income that is more than \$2,500 in the preceding twelve (12) months; or
- b) has given an officer or an officer’s family member one or more gifts totaling more than \$250 in the preceding twelve (12) months.

A Vendor is required to file a questionnaire no later than the seventh business day after the later of the following:

- a) **the date the Vendor begins discussions or negotiations to enter into a contract with the City or submits an application or response to a bid proposal; or**
- b) **the date the Vendor becomes aware of a relationship or gives a gift to an officer or officer’s family member.**

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

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

- If this proposal is accepted and approved by the City, this proposal shall be incorporated into a contract. No oral agreements either expressed or implied shall be valid. No different or additional terms will become part of this contract with the exception of a change arising.
- By accepting this RFP and submitting a proposal on the item(s) set forth above the vendor is accepting any and all of the general conditions set forth above and any additional specifications and conditions contained within the form of the contract attached.
- A Vendor may be disqualified, and its proposal will not be considered for the following specific reasons:
 - a) reason for believing collusion exists among the Vendors;
 - b) reasonable grounds for believing that any vendor is interested in more than one proposal for the work contemplated;
 - c) the proposal being currently in any litigation against the City, or where such litigation is contemplated or imminent, in the opinion of the City and in consultation with the City’s legal counsel;
 - d) the Vendor being in arrears on any existing contract or having defaulted on a previous contract;
 - e) lack of competency, responsibility, or financial capability; and/or

- f) uncompleted work which in the judgment of the Purchasing Agent/Finance Director or designee shall prevent or hinder the prompt completion of additional work if awarded.

6. METHOD OF AWARD

- All proposals meeting the intent of this RFP will be considered for award.
- After proposals are opened, the proposals shall be tabulated for comparison on the basis of the evaluation criteria set forth within this RFP. Until the final award of the contract, the City reserves the right to reject any or all proposals; to waive technicalities or irregularities at its option, to re-advertise for new proposals; or proceed to do the work otherwise in the best interests of the City. Each Contractor will be furnished a copy of the proposal tabulation upon request following the award of the contract by the City Council.
- The City may conduct a survey relating to the Contractor's record of performance on past and present projects that are similar to the scope of work identified in this RFP, which may include services/projects not identified by the Contractor. The City reserves the right to perform whatever research it deems appropriate in order to assess the merits of any Contractor's proposal. Such research may include, but not necessarily be limited to, discussions with outside vendors, interviews and site visits with the Contractor's existing clients and analysis of industry reports. The City will make a finding of the Contractor's Technical Resources/Ability to perform the bid scope of work based on the results of the survey. A Contractor will be determined responsive if the City determines that the results of the Technical Resources/Ability survey reflect that the Contractor is capable of undertaking and completing the bid scope of work in a satisfactory manner.
- The Contract shall be deemed as having been awarded when formal written Notice of Award shall have been duly served upon the Contractor to which the City has awarded the contract by some officer or agent of the City duly authorized to give such notice.
- Delivery of the NOTICE OF AWARD shall be hand-delivery, evidenced by a written and dated receipt, or by Certified Mail, and the date of receipt shall be established as the date of Delivery shown on the U.S. Postal Service Domestic Return Receipt form or facsimile confirmation or a letter generated and sent via email.
- The person or persons, partnership, company, firm, association, or corporation to whom a contract is awarded shall within ten (10) working days after receipt of the contract sign the necessary agreements entering into the required contract with the City and provide the necessary evidence of insurance as required under the contract documents within fifteen (15) days. No contract shall be binding on the City until all authorized signatures required by law have been affixed and the executed contract delivered to the Contractor.
- The failure of the Contractor to execute the contract within ten (10) days or provide the required evidence of insurance shall constitute a breach of its bid and the City may annul

the award. In the event the City should seek new informal bids, the defaulting Contractor shall not be eligible to submit a proposal.

7. CONE OF SILENCE POLICY

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

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

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

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

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

Section D
GENERAL CONDITIONS AND SCOPE OF SERVICES

GENERAL CONDITIONS

1. CONTRACTOR RESPONSIBILITIES:

- A. **PROVISION OF SERVICES.** The Contractor shall provide all of the stated services and all reasonably related services in accordance with applicable professional standards of a Contractor providing information technology services. The Contractor represents and warrants that it has the requisite qualifications, experience, personnel, and other resources to perform in the manner required by this contract.
- B. **PERSONNEL.** The Contractor shall assign only qualified personnel to this contract. Upon request, the Contractor shall provide the names of key personnel used to fulfill this contract to the City and keep such list updated. The personnel who will work on site must pass a background check so as to be allowed to have unsupervised access within the City's Police Department's facility.
- C. **COMMUNICATION.** The Contractor shall maintain appropriate best practices for the delivery of janitorial services to the satisfaction of the departments receiving services .
- D. **NO DISCRIMINATION.** As a condition of this contract, the Contractor covenants and agrees that it will take all necessary actions to ensure, in connection with any work under this contract, that the Contractor, its associates and employees, will not discriminate in its treatment or employment of any individuals on the grounds of race, color, religion, national origin, age, sex, or physical handicap unrelated to job performance, either directly or through contractual or other arrangements. In this regard, the Contractor shall keep, retain, and safeguard, all records relating to this contract for work performed hereunder for a minimum period of two (2) years from final contract completion, with full access allowed to authorized representatives of the City upon request, for purposes of evaluating compliance with this and other provisions of the contract.
- E. **PRICES.** Price shall include all costs necessary to complete the work, including but not limited to the following: labor, insurance, overhead, profit, travel time, mileage, and be exclusive of taxes.
- F. **INSURANCE REQUIREMENTS.** By submitting its proposal, the Contractor affirms it has reviewed the insurance requirements found below in the applicable contract and confirms its ability to procure the required insurance upon award of this contract.
- G. **ENERGY COMPANY BOYCOTTS.** By submitting its proposal, the Contractor represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, the Contractor shall promptly notify the City.
- H. **FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATION.** By submitting its proposal, the Contractor verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates

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

- I. FOREIGN TERRORIST ORGANIZATIONS. By submitting its proposal, the Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
- J. ENTITIES THAT BOYCOTT ISRAEL. By submitting its proposal, the Contractor represents and warrants that (1) it does not, and shall not for the duration of the contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, the Contractor shall promptly notify the City.
- K. CONTRACT. By submitting its proposal, the Contractor affirms it has reviewed the attached contract(s) and takes no exceptions. Should the Contractor wish changes to the contract, those changes should be listed in the exceptions portion of the bid form below.

SCOPE OF WORK

CLEANING SPECIFICATIONS FOR COMMON AND PUBLIC AREAS:

1. Sweep and mop all hard surface areas.
2. Empty trash and take it to the dumpster.
3. Vacuum all carpet and floor mats.
4. Spot clean unobstructed desktops.
5. Dust all exposed furniture, bookcases, and shelves
6. Clean all glass windows and doors.
7. Re-fill all dispensers to normal limits in all restrooms.
8. Clean, sanitize, and polish all sinks, fixtures, toilets, and mirrors.
9. Dust baseboards, vents, mini blinds, windowsills (as needed), and light fixtures.
10. Clean and disinfect breakroom refrigerators and throw out old food and containers every Friday.

*Town of Horizon City will provide all paper towels for bathrooms, toilet paper and, trash receptacle liners, and hand soap. All other janitorial supplies and paper products will be provided by the Contractor.

SCHEDULE OF SERVICES: Weekly cleaning at the following locations:

- City Hall – 14999 Darrington Road, City Hall – 4,200 Sq Ft.
- Police Department/Municipal Courts/Council Chambers – 15001 Darrington Road
 - PD/Municipal Court Bldg – 5,000 sq ft.
- 3 Portable Offices – 15001 Darrington Road:
 - PD Portable #1 – 24 x 48 ft

- PD Portable #2 – 10 x 30 ft
- PD Portable #3 – 10 x 30 ft
- 3 Portable Offices – 14999 Darrington Road:
 - Code Enforcement Portable – 30 x 30 ft
 - Finance Portable – 50 x 30 ft
 - Streets Portable – 30 x 30 ft
- Economic Development Bldg – 287 Darrington Road, Suite 1 – 2,400 Sq Ft.

HOLIDAYS

The Town of Horizon City and the EDC Building are closed on the holidays listed below and services are not required, however, our Police Department remains open 365 days a year and may on occasion require janitorial services during any or all of the holidays listed below. A holiday schedule will be provided to the successful Contractor.

New Year's Eve

New Year's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Veterans Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve

Christmas Day

Personnel Qualifications

The Contractor shall have an active, experienced, trained, competent and reliable supervisor dedicated to the City facilities during contract hours to supervise the janitorial services provided hereunder, and he/she shall be authorized to represent and act for the Contractor.

The awarded Contractor shall be required to provide a copy of a driver's license and documentation of an acceptable background check completed by an authorized agency for all employees, including anyone "subbing" for a regularly scheduled employee.

****Contracted employees cleaning in the Police Department area will be required to be fingerprinted and/or have a Police Officer escort if not fingerprinted.**

Section E
OFFER/BID FORM

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

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

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

EXCEPTIONS

Section F
ADDENDUM RECEIPT

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

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

CONTRACTOR

BY

TITLE

Seal and Authorization (if a corporation)

ATTEST:

ADDRESS

SECRETARY

TELEPHONE

Section G
CONTRACTOR INFORMATION SHEET/SIGNATURES

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

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

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

Corporate Secretary Signature and Corporate Seal

____ DBA certificate attached (if required)

Section H
EVALUATION PROCESS

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

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

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

CRITERIA

Measurement	Description	Weighting Percentage
Price	Best value for services provided. Purchase price, including the total long-term cost to the municipality to acquire the Contractor’s goods or services	40%
Experience	Proposals shall also provide a statement of the Vendor’s commitment of their capability and experience which includes the ability to perform the indicated services, description of previous work and responsiveness and compliance with the items listed in request for proposal. Personnel employed by the Contractor shall be competent, trustworthy, and properly trained for the work requirements and shall have a background check completed at the expense of the Contractor. Copies of each successful background check shall be provided to the Purchasing Agent to be kept on file.	20%
Quality of Work	Contractor Ability and Quality of the Contractor’s goods or services and the extent to which the goods and services meet the municipality’s needs.	30%
References	Value and quality of past performance	10%

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

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

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

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

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

Best and Final Offer

When deemed appropriate, after the submission of proposals but before the final selection of the successful proposal, the City may permit a Contractor to revise its proposal in order for the City

to obtain the best and final offer. The City will provide each Contractor within the competitive range with an equal opportunity for discussion and revision of its offer, and the Contractor may elect not to amend its original proposal. The City is not bound to accept the best-priced bid proposal if that proposal is not the most advantageous to the City as determined by the evaluation committee.

Section I

STATE OF TEXAS)
)
COUNTY OF EL PASO)

CERTIFICATION OF NON-COLLUSION

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

Signature

Title

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

Notary Public

My Commission Expires

Section J
JANITORIAL SERVICE AGREEMENT

THIS CONTRACT, entered into this ___ **Day of Month, 202X**, by and between the TOWN OF HORIZON CITY, hereinafter called the "City", and _____ hereinafter called "the Contractor".

WHEREAS, the City issued a Request for Proposals, **Solicitation No. 2022-006RFP JAN JANITORIAL SERVICES CONTRACT** ("RFP") to enter into a contract with the Contractor to provide janitorial services as further described in the Scope of Services in the RFP; and

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

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

NOW THEREFORE, the Parties do mutually agree as follows:

1. Scope of Services

The Contractor shall perform all janitorial services (the "services" or "work") identified in the City's RFP and the Contractor's proposal.

2. Term

The Contract will become effective **MM-DD-YEAR** and terminate on **MM-DD, 202X**, unless extended, as set forth in the Option to Extend below.

OPTION TO EXTEND THE TERM OF THE CONTRACT:

The Contract will include two (2) one-year options to extend at the same unit prices if the option is exercised by the City at least thirty (30) days prior to the expiration of the original term of the Contract or at least thirty (30) days prior to the expiration of the first one-year option if the City exercises the second one-year option.

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

3. Compensation and Billing

- A. The total amount paid to the Contractor for services under this Contract shall be (\$_____) per month.

- B. The Contractor will submit invoices to the City on the 25th day of each month for services furnished between that date and the period covering the prior month's invoice, to include the costs for the basic services under the Contract and the costs for all other provided services, as allowed.
- C. Invoices will be itemized and must include the Bid Number and the Purchase Order Number.
- D. Do not include Federal Tax, State Tax, or City Tax. The City will furnish a tax exemption certificate upon request.
- E. Discounts, if applicable, will be taken from the date of receipt of goods or date of invoice, whichever is later.
- F. A copy of the bill of lading and the freight waybill, when applicable, will be attached to the invoice.
- G. Payments will be processed after verification and approval of such invoice. Payment shall be made in accordance with the Texas Prompt Payment Act.
- H. Mail invoices to the Town of Horizon City, ATTN: Accounts Payable, 14999 Darrington Road, Horizon City, Texas 79928 or email to AccountsPayable@horizoncity.org.
- I. The Contractor shall advise the Accounts Payable Section of any changes in its remittance addresses.

4. Termination

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

5. Independent Contractor

The Contractor shall instruct all of its employees as to work procedures and thoroughly acquaint each employee with his or her duties. The City shall notify the Contractor if any of the Contractor's employees do not perform their duties as necessary to carry out the Contractor's duties under this Contract. Nothing contained herein shall be construed as creating the relationship of employer-and-employee between the City and the Contractor or between the City

and the Contractor's employees. The Contract shall be deemed at all times to be an independent contractor. In carrying out the terms of this Contract, the Contractor shall select its own employees and such employees shall be and shall act under the exclusive and complete supervision and control of the Contractor.

6. Employees

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

7. Insurance

- A. The Contractor agrees to maintain the types and amounts of insurance required in this contract throughout the term of the contract. The following insurance policies shall be required:
 - 1. Commercial General Liability
 - 2. Business Automobile Liability
 - 3. Workers' Compensation
 - 4. Professional Liability
- B. For each of these policies, the Contractor's insurance coverage shall be primary with respect to the City, its officials, agents, employees and volunteers. Any insurance or self-insurance carried or obtained by the City, its officials, agents, employees or volunteers, shall be considered in excess of the Contractor's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Contractor to the City pursuant to this contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this contract, attached hereto as Exhibit A, and approved by the City *before* work commences.
- C. **General Requirements Applicable to All Policies.**

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

D. Commercial General Liability Requirements:

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

E. Business Automobile Liability Requirements:

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

F. Workers’ Compensation Insurance Requirements:

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

G. Professional Liability Requirements:

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

8. INDEMNIFICATION

THE CONTRACTOR OR IT’S INSURER WILL INDEMNIFY, DEFEND AND HOLD THE CITY, IT’S OFFICERS, AGENTS AND EMPLOYEES, HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES

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

9. Gratuities

The City may, by written notice to the Contractor, cancel this contract without liability to the Contractor if it is determined by the City that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any City officer or employee with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making or any determinations with respect to the performing of such a contract. In the event this contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

10. Right To Assurance

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

11. Assignment–Delegation

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

12. Interpretation-Parol Evidence

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

13. Availability of Funds

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

14. Workmanship

The Contractor represents that it is qualified to perform the Work, that the Contractor and its subcontractors, if any, possess current, valid state and/or local licenses to perform the services, and that its services will be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances. The City will notify the Contractor if the work does not comply with such standards.

15. Compliance with Laws and Ordinances

The Contractor shall at all times observe and comply with all federal, state, and local laws, ordinances, and regulations which in any manner affect the Contract or the work and, to the extent allowed by law, shall indemnify and save and hold harmless the City against all claims arising from the violation of any such laws, ordinances, and regulations whether by the Contractor or its employees or clients.

16. Venue and Law

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

17. Severability

Every provision of this Contract is declared severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.

18. Entire Agreement

This Contract, including the incorporated City's RFP and the Contractor's proposal, constitutes and expresses the entire agreement between the parties regarding the scope of services specified. It shall not be amended or modified except in writing and signed by all parties.

19. Binding Agreement

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

20. Dispute Resolution

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

21. Force Majeure

The City and the Contractor will exert all efforts to perform the tasks set forth herein within the proposed schedules. However, neither the City nor the Contractor shall be held responsible for inability to perform under this Contract if such inability is a direct result of a force substantially beyond its control, including but not limited to the following: strikes, riots, civil disturbances, fire, insurrection, war, embargoes, failures of carriers, acts of God acts of the public enemy, health pandemics, or acts of a superior governmental authority.

22. Notices

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

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

Contractor: _____

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

23. Texas Tort Claims Act

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

24. Energy Company Boycotts

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

25. Firearm Entities And Trade Associations Discrimination

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

26. Foreign Terrorist Organizations

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

27. Entities That Boycott Israel

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

SIGNATURE PAGE (TO BE EXECUTED UPON AWARD)

IN WITNESS WHEREOF, the parties have executed this Contract on the _____ day of _____, 202__.

TOWN OF HORIZON CITY

Ruben Mendoza
Mayor

ATTEST:

Elvia Schuller, TRMC
City Clerk

Approved as to Form:

Approved as to Content:

Assistant City Attorney

CONTRACTOR

Name:
Title:

RESOLUTION

WHEREAS, Texas Gas Service Company, a division of ONE Gas, Inc. ("Company") distributes natural gas within the City Limits of the Town of Horizon City pursuant to a franchise granted to Southern Union Company, as assigned, dated as of March 28, 1989, and accepted on April 10, 1989, and is a gas utility;

WHEREAS, on June 30, 2022, Texas Gas Service Company filed A Statement of Intent of Texas Gas Service Company, a Division of ONE Gas, Inc. to change gas utility rates within the Town of Horizon City specifying that the rate change should be effective on or after August 30, 2022;

WHEREAS, in addition to the rate and tariff changes, TGS is also requesting consolidation of the West Texas Service (WTSA) area and the Borger Skellytown Service Area (BSSA) and consolidation of the WTSA, BSSA and the North Texas Service Area into a single West North Service Area;

WHEREAS, pursuant to the Gas Utility Regulatory Act, Texas Utilities Code Section 103.001, the Town of Horizon City has exclusive original jurisdiction over the rates, operations, and services of the Texas Gas Service Company within the Town of Horizon City;

WHEREAS, the City Council has determined that additional time and information is needed for it to study the proposed interim rate adjustment and the reasons therefor;

WHEREAS, pursuant to the Gas Utility Regulatory Act, Texas Utilities Code Section 104.301, the Town of Horizon City, as Regulatory Authority, has the right to suspend the proposed interim rate adjustment for a period of 45 days after the proposed date the change would otherwise be effective;

WHEREAS, the City Council has determined that it is in the best interest of its citizens and ratepayers to suspend the interim rate adjustment; and

WHEREAS, the City Council finds that the City requires sufficient supporting documentation and explanation to review the request for an interim rate adjustment.

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

1. That the rate adjustment identified in the Statement of Intent of Texas Gas Service Company, a Division of ONE Gas, Inc. on June 30, 2022, be and is hereby suspended for 45 days after the effective date specified in the filing.

2. That Texas Gas Service Company is hereby ordered to file with the City Clerk on or before September 1, 2022 complete working papers, or additional working papers as appropriate, supporting all of its claimed cost of the investment in service for gas utility

services as needed by the City's attorneys and consultants to conduct its analysis and make recommendations to the Council, including change in return on net investment, change in depreciation expense, change in ad valorem tax and change in federal income taxes to support the Company's request for an Rate Increase.

3. That the Mayor or his designee shall so notify Texas Gas Service Company of the suspension and the order to submit working papers by having a copy of this Resolution delivered or mailed to Texas Gas Service Company.

PASSED AND APPROVED THIS 9th day of August, 2022.

Town of Horizon City

By: _____
Ruben Mendoza, Mayor

ATTEST:

By: _____
Elvia Schuller, City Clerk

APPROVED AS TO FORM:

Sylvia Borunda Firth , Assistant City Attorney