



HORIZON CITY

Incorporated 1988

**AGENDA
PUBLIC MEETING
REGULAR CITY COUNCIL MEETING
THE TOWN OF HORIZON CITY, TEXAS
Tuesday, November 12, 2024, 6:00 PM**

Notice is hereby given that a Regular City Council Meeting of the Town of Horizon City, Texas will be held on **Tuesday, November 12, 2024 at 6:00 PM** at City Council Chambers Room, 15001 Darrington Road, Horizon City, TX 79928, at which time the following will be discussed and considered:

- 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

10/8/24 Regular City Council Meeting.

4. Discussion and Action:

Mayor/Chief Planner

Alderman Miller (Place 1) reappoints Eva Flores to the Planning & Zoning Commission.

5. Discussion and Action:

Mayor/Chief Planner

Alderman Quiroz (Place 2) reappoints Isaac Rodriguez to the Planning & Zoning Commission.

6. Discussion and Action:

Mayor/Chief Planner

Alderman Ortega (Place 3) reappoints Charles Berry to the Planning & Zoning Commission.

7. Discussion and Action:

Mayor/Chief Planner

Alderman Randleel (Place 4) reappoints Samantha Corral to the Planning & Zoning Commission.

8. Discussion and Action:

Mayor/Chief Planner

Alderman Urrutia (Place 5) appoints Ray Borrego to the Planning & Zoning Commission.

9. Discussion and Action:

Mayor/Chief Planner

On the reappointment of Michale McElroy to the Board of Adjustment as a Regular Member.

10. Discussion and Action:

Mayor/Chief Planner

On the reappointment of Fred Lopez to the Board of Adjustment as a Regular Member.

11. Discussion and Action:

Mayor/Chief Planner

On the reappointment of Cruz Alvarez to the Board of Adjustment as a Regular Member.

12. Discussion and Action:

Mayor/Chief Planner	
On the reappointment of Jorge Ojeda to the Board of Adjustment as a Regular Member.	
13. Request to Excuse Absent Council Members:	
14. Approval of Consent Agenda Items:	
REGULAR AGENDA	
15. Discussion and Action:	13
Mayor/HR Manager	
On authorizing the purchase of Human Resources Onboarding Software from NEOGOV using OMNIA EDU Contract # R191902 for the amount of \$27,671.50. Funds have been allocated in the FY25 Budget.	
16. Discussion and Action:	16
Mayor/Chief Vargas	
<i>This item was postponed at the 10/8/24 Regular City Council meeting.</i> Regarding a Resolution authorizing the Mayor to sign a subscription agreement with Flock Safety for a city-wide security camera and license plate reader for a term of 2 years and at a cost not to exceed \$32,225.00 for the first year and \$15,000.00 the following year. Funding to be provided in accordance with chapter 59 of the Texas code of criminal procedure.	
17. Discussion and Action:	44
Mayor/Chief Vargas	
On a Resolution authorizing the expenditure of \$47,225.00 in accordance with chapter 59 of the Texas code of criminal procedure.	
18. Discussion and Action:	
Mayor/Chief Vargas	
<i>This item was postponed at the 10/8/24 Regular City Council meeting.</i> - Approve and authorize the purchase of 3 handheld Motorola radios in the amount of \$22,723.23 under the current Buy Board Purchasing Cooperative 696-23 with MCA Communications which is the only area Motorola Dealer. Ratified purchase already encumbered.	
19. Discussion and Action:	45
Mayor/Chief Vargas	
Approve and authorize the mayor to sign a new contract for information technology services with Net Tech for continued computer services and support in the amount of \$182,368 for 1 year under Region 19 Purchasing Cooperative Vendor #22-7429.	
20. Discussion and Action:	74
Mayor/CIP Manager	
On an update on the Capital Improvement Program.	
21. Discussion and Action:	88
Mayor/CIP Manager	
Update on the ARPA Program.	
22. Discussion and Action:	99
Mayor/CIP Manager	
On change order #1 to Del Mar Contracting \$22,171.00 for the 2024 Street Maintenance Program project (CIP 2024-101).	
23. Discussion and Action:	104
Mayor/Finance Director	
That the Mayor be authorized to execute a revised Interlocal Service Agreement with the City of El Paso for animal services on behalf of Horizon City. Compensation for services provided by the City of El Paso will be as described on Schedule "C" attached hereto and incorporated herein. The initial term of the Agreement is September 1, 2024 through August 31, 2025 and will automatically renew each year with adjusted annual compensation.	
24. Discussion and Action:	117
Mayor	

On casting all 41 Allocated Votes entitled to the Town of Horizon City for Alderman Walter Miller to the El Paso Central Appraisal District Board of Directors for 2024-2026.

25. Discussion and Action: **121**
Mayor/Chief Planner

On the acceptance of the traffic signalization improvements as constructed on Darrington & Claret Cup Pl. for maintenance and to accept the required maintenance bond and to release the performance bond.

26. Discussion and Action: **125**
Mayor/Chief Planner

On the acceptance of the roadway and drainage improvements as constructed with the Horizon Town Center U-4 subdivision for maintenance and to accept the required maintenance bond and to release the performance bond.

27. Discussion and Action: **130**
Mayor/Chief Planner

To approve a Resolution amending and correcting the fee schedule and setting new fees for various permits, licenses, services and expenses provided for under the Horizon City Municipal Code, in accordance with Ordinance No. 242 (Sections 1.02.061 through 1.02.064 of the Horizon City Municipal Code).

28. PUBLIC HEARING:
Mayor/EDC Asst. Director
2nd Reading of Ordinance No. _____, An ordinance approving a 100% exemption from ad valorem property taxes for qualifying child-care facility properties located within the town of horizon city, establishing an effective date and severability clauses.

29. Discussion and Action: **154**
Mayor/EDC Asst. Director

2nd Reading of Ordinance No. _____, An ordinance approving a 100% exemption from ad valorem property taxes for qualifying child-care facility properties located within the town of horizon city, establishing an effective date and severability clauses.

30. Discussion and Action: **156**
Mayor/EDC Executive Director

Regarding a Resolution exercising the Town of Horizon City's option to extend the Parks and Grounds Maintenance Contract between the City and Abescape Landscaping, LLC for an additional term of one year expiring on December 31, 2025.

31. Discussion and Action: **157**
Mayor/EDC Executive Director

On a Resolution authorizing the Mayor to sign a Third Amendment to the Parks and Grounds Maintenance Contract between the Town of Horizon City, Texas and Abescape Landscaping, LLC for additional services.

32. Discussion and Action:
Mayor/EDC Executive Director
To amend the right of first offer signed on January 9, 2024, between Horizon Oxbow Development LLC and Town of Horizon City Economic Development Corporation Type 4B to authorize the Executive Director to obligate up to \$80,000 for the construction and development of new office space.

33. Discussion and Action: **162**
Mayor/EDC Executive Director

On a Resolution authorizing the Mayor to sign the Letter of Agreement for Professional Surveying Services between the Town of Horizon City, Texas and Brock & Bustillos Inc, in an amount not to exceed \$38,175.00.

34. 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 551.087 (Economic Development).

A. .

Mayor/EDC Executive Director
On real estate discussions for the TOD/Town Center (551.072 and 551.087).

Adjournment:

Motion to Adjournment: _____ 2nd _____

Dated this Friday, 11/8/24

By: _____
Elvia Schuller, City Clerk

I, the undersigned authority, hereby certify that the above notice of the Regular City Council Meeting of the Town of Horizon City, Texas is a correct copy of this notice, and that I posted this notice at least seventy-two (72) hours preceding the scheduled meeting at the City Hall Bulletin Boards of the Town of Horizon City, Texas on this Friday, 11/8/24 by 5:00 p.m.

Agenda Removed: _____ Time _____ By _____

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

**MINUTES
AGENDA
PUBLIC MEETING
REGULAR CITY COUNCIL MEETING
THE TOWN OF HORIZON CITY, TEXAS
Tuesday, October 8, 2024, 6:00 PM**

Notice is hereby given that a Regular City Council Meeting of the Town of Horizon City, Texas was held on **Tuesday, October 8, 2024 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. City Council Members Pat Randleel and Laura Urrutia were 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:

9/10/24 Regular City Council Meeting.

4. Discussion and Action:

Mayor/Chief Planner

On the reappointment of Matthew Gardea by Alderman Ruben Mendoza (Place 7) to the Planning and Zoning Commission.

5. Discussion and Action:

Mayor/EDC Executive Director

On the re-appointment of Aurelio Sillas to the Horizon City Economic Development Corporation Board of Directors.

6. Discussion and Action:

Mayor/CIP Manager

On an Amendment to the Professional Services Agreement with Huitt-Zollars to increase the total contract cost by \$10,000.00 for the 2018 CIP Support Services.

7. Request to Excuse Absent Council Members:

8. Approval of Consent Agenda Items:

A motion was made by Councilman Padilla and seconded by Councilman Mendoza to excuse Councilwomen Randleel and Urrutia and approve the remainder of the consent agenda. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Absent; URRUTIA – Absent; PADILLA – Aye; MENDOZA – Aye. Motion passed.

REGULAR AGENDA

9. **PRESENTATION:**

Mayor

On recognition of the El Paso Border Youth Little League baseball team.

Mayor Andres Renteria and Horizon City Charter League President, Jorge Gaspar spoke regarding this item.

10. **PRESENTATION:**

Mayor/El Paso County

On a presentation by the El Paso County Capital Planning Department on the El Paso County Capital Improvement Bond.

El Paso County Economic Development Manager, Cristian Martinez spoke regarding this item.

11. **Discussion and Action:**

Mayor/Municipal Judge

On a presentation from municipal court staff regarding past due collections and measures to be taken to collect those amounts.

Municipal Court Judge, Mario Gonzalez and AdComp Solution Specialists Ashlea Griffin and Dave Finer spoke regarding this item.

A motion was made by Councilman Miller and seconded by Councilman Padilla to direct Court Staff to get additional quotes and present to Council at the next Regular City Council Meeting for review and consideration. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Absent; URRUTIA – Absent; PADILLA – Aye; MENDOZA – Aye. Motion passed.

12. **Discussion and Action:**

Mayor/Chief Vargas

On a request for authorization and approval for the purchase of a new security camera system and license plate reader to be used city wide.

Lieutenant Kaycee Valdez and Flock Safety Kristen Macleod spoke regarding this item.

A motion was made by Councilman Quiroz and seconded by Councilman Mendoza to direct PD Staff to work with the City Purchasing Dept to ensure purchasing procedures are followed in procuring the preferred vendor and bring item back to Council at the next Regular City Council meeting for review and consideration. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Absent; URRUTIA – Absent; PADILLA – Aye; MENDOZA – Aye. Motion passed.

13. **Discussion and Action:**

Mayor/Chief Vargas

To ratify the City Council's approval of a contact with Quick Fuse Extremes LLC for \$18,000.00 for the cost of the October 1, 2024 National Night Out fireworks display.

Lieutenant Kaycee Valdez spoke regarding this item.

A motion was made by Councilman Padilla and seconded by Councilman Quiroz to approve ratifying the City Council's approval of a contact with Quick Fuse Extremes LLC for \$18,000.00 for the cost of the October 1, 2024 National Night Out fireworks display. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Absent; URRUTIA – Absent; PADILLA – Aye; MENDOZA – Aye. Motion passed.

14. Discussion and Action:

Mayor/Chief Vargas

On the purchase of handheld radios for the Police Dept.

Communications Asst. Manager, Irlanda Huerta spoke regarding this item.

A motion was made by Councilman Miller and seconded by Councilman Mendoza to direct PD Staff to work with our legal and purchasing departments to ensure purchasing procedures are followed in procuring a recommended vendor and bring item back to Council at the next Regular City Council meeting for review and consideration. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Absent; URRUTIA – Absent; PADILLA – Aye; MENDOZA – Aye. Motion passed.

15. Discussion and Action:

Mayor/CIP Manager

On an update on the Capital Improvement Program.

CIP Manager, Terry Quezada spoke regarding this item.

A motion was made by Councilman Miller and seconded by Councilman Mendoza to accept the report as presented. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Absent; URRUTIA – Absent; PADILLA – Aye; MENDOZA – Aye. Motion passed.

16. Discussion and Action:

Mayor/Chief Planner

To approve a Resolution amending the fee schedule and setting new fees for various permits, licenses, services and expenses provided for under the Horizon City Municipal Code, in accordance with Ordinance No. 242 (Sections 1.02.061 through 1.02.064 of the Horizon City Municipal Code).

Chief Planner, Art Rubio spoke regarding this item.

A motion was made by Councilman Miller and seconded by Councilman Mendoza to approve the Resolution amending the fee schedule and setting new fees for various permits, licenses, services and expenses provided for under the Horizon City Municipal Code, in accordance with Ordinance No. 242 (Sections 1.02.061 through 1.02.064 of the Horizon City Municipal Code). The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Absent; URRUTIA – Absent; PADILLA – Aye; MENDOZA – Aye. Motion passed.

17. Discussion and Action:

Mayor/Chief Planner

On a request to accept the street and drainage improvements as constructed with the Horizon Town Center Unit 4 Subdivision (SUB002470-2021) for maintenance and to accept the required maintenance bond.

Chief Planner, Art Rubio requested this item be deleted.

A motion was made by Councilman Miller and seconded by Councilman Quiroz to delete this item as requested. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Absent; URRUTIA – Absent; PADILLA – Aye; MENDOZA – Aye. Motion passed.

18. **PUBLIC HEARING:**

Mayor/Chief Planner

2nd Reading of Ordinance No. _____, An Ordinance Adopting a Zoning Change Within the Municipal Limits of the Town of Horizon City, Texas; Rezoning 11 Parcels.

Parcel 1 from R-3 (Single-Family Residential) to C-2 (Heavy Commercial) zoning district for commercial development. This parcel is located North of Eastlake Blvd. and East of Desert Mist Dr., and legally described as 20.401 Acre Tract of Land Situated in the Section No. 30, Block 78, Township 3, Texas and Pacific Railway Company, Town of Horizon City, El Paso County, Texas;

Parcel 2 from C-1 (General Commercial) and R-3 (Single-Family Residential) to S-1 (Open Space) zoning district for open space. This Parcel is located North of Eastlake Blvd. and West of Andover Dr, and legally described as 3.288 Acre Tract of Land Situated in the Section No. 30, Block 78, Township 3, Texas and Pacific Railway Company, Town of Horizon City, El Paso County, Texas;

Parcel 3 from C-1 (General Commercial) to R-3 (Single-Family Residential) zoning district for residential development. This parcel is located North of Eastlake Blvd. and West of Andover Dr, and legally described as 0.048 Acre Tract of Land Situated in the Section No. 30, Block 78, Township 3, Texas and Pacific Railway Company, Town of Horizon City, El Paso County, Texas;

Parcel 4 from R-3 (Single-Family Residential) to C-1 (General Commercial) zoning district for commercial development. This parcel is located North of Eastlake Blvd. and West of Andover Dr., and legally described as 0.636 Acre Tract of Land Situated in Section No. 30, Block 78, Township 3, Texas and Pacific Railway Company Surveys, Town of Horizon City, El Paso County, Texas;

Parcel 5 from R-3 (Single-Family Residential) to C-2 (Heavy Commercial) zoning district for commercial development. This parcel is located South of Eastlake Blvd. and East of Kenazo Ave, and legally described as 6.993 Acre Tract of Land Situated in the Section No. 30 and Section No. 31, Block 78, Township 3, Texas and Pacific Railway Company, Town of Horizon City, El Paso County, Texas;

Parcel 7 from C-1 (General Commercial) and R-3 (Single-Family Residential) to C-2 (Heavy Commercial) for commercial development. This parcel is located South of Eastlake Blvd. and East of Kenazo Ave., and legally described as 27.061 Acre Tract of Land Situated in the Section No. 30 and Section No. 31, Block 78, Township 3, Texas and Pacific Railway Company, Town of Horizon City, El Paso County, Texas;

Parcel 8 from R-3 (Single-Family Residential) to C-2 (Heavy Commercial) zoning district for commercial development. This parcel is located South of Eastlake Blvd. and North of Horizon Blvd., and legally described as 11.072 Acre Tract of Land Situated in the Section No. 32, Block 78, Township 3, Texas and Pacific Railway Company, Town of Horizon City, El Paso County, Texas;

Parcel 9 from R-3 (Single-Family Residential) to S-1 (Open Space) for open space. This Parcel is located South of Eastlake Blvd. and East of Kenazo Ave., and legally described as 3.857 Acre Tract of Land Situated in the Section No. 32, Block 78, Township 3, Texas and Pacific Railway Company, Town of Horizon City, El Paso County, Texas;

Parcel 11 from R-3 (Single-Family Residential) to C-2 (Heavy Commercial) for commercial development. This Parcel is located North of Horizon Blvd. and East of Eastlake Blvd., and legally described as 7.830 Acre Tract of Land Situated in the Section No. 32, Block 78, Township 3, Texas and Pacific Railway Company, Town of Horizon City, El Paso County, Texas;

Parcel 12 from C-2 (Heavy Commercial) to R-3 (Single-Family Residential) for residential development. This Parcel is located North of Horizon Blvd. and West of Eastlake Blvd. and is legally described as 0.859 Acre Tract of Land Situated in the Section No. 32, Block 78, Township 3, Texas and Pacific Railway Company, Town of Horizon City, El Paso County, Texas;

Parcel 13 from R-3 (Single-Family Residential) to C-2 (Heavy Commercial) for commercial development. This Parcel is located North of Horizon Blvd. and West of Eastlake Blvd. and is legally described as 1.775 Acre Tract of Land Situated in the Section No. 32, Block 78, Township 3, Texas and Pacific Railway Company, Town of Horizon City, El Paso County, Texas. Located North of Horizon Blvd and West of Eastlake Blvd.

Authorizing the Notation of the Change on the Official Zoning Map of the Town; Providing for the Following: Findings of Fact; Repealer; Severability; and Proper Notice and Hearing.

Chief Planner, Art Rubio spoke regarding this item. No one from the public spoke.

19. **Discussion and Action:**

Mayor/Chief Planner

2nd Reading of Ordinance No. _____, An Ordinance Adopting a Zoning Change Within the Municipal Limits of the Town of Horizon City, Texas; Rezoning 11 Parcels.

Parcel 1 from R-3 (Single-Family Residential) to C-2 (Heavy Commercial) zoning district for commercial development. This parcel is located North of Eastlake Blvd. and East of Desert Mist Dr., and legally described as 20.401 Acre Tract of Land Situated in the Section No. 30, Block 78, Township 3, Texas and Pacific Railway Company, Town of Horizon City, El Paso County, Texas;

Parcel 2 from C-1 (General Commercial) and R-3 (Single-Family Residential) to S-1 (Open Space) zoning district for open space. This Parcel is located North of Eastlake Blvd. and West of Andover Dr, and legally described as 3.288 Acre Tract of Land Situated in the Section No. 30, Block 78, Township 3, Texas and Pacific Railway Company, Town of Horizon City, El Paso County, Texas;

Parcel 3 from C-1 (General Commercial) to R-3 (Single-Family Residential) zoning district for residential development. This parcel is located North of Eastlake Blvd. and West of Andover Dr, and legally described as 0.048 Acre Tract of Land Situated in the Section No. 30, Block 78, Township 3, Texas and Pacific Railway Company, Town of Horizon City, El Paso County, Texas;

Parcel 4 from R-3 (Single-Family Residential) to C-1 (General Commercial) zoning district for commercial development. This parcel is located North of Eastlake Blvd. and West of Andover Dr., and legally described as 0.636 Acre Tract of Land Situated in Section No. 30, Block 78, Township 3, Texas and Pacific Railway Company Surveys, Town of Horizon City, El Paso County, Texas;

Parcel 5 from R-3 (Single-Family Residential) to C-2 (Heavy Commercial) zoning district for commercial development. This parcel is located South of Eastlake Blvd. and East of Kenazo Ave, and legally described as 6.993 Acre Tract of Land Situated in the Section No. 30 and Section No. 31, Block 78, Township 3, Texas and Pacific Railway Company, Town of Horizon City, El Paso County, Texas;

Parcel 7 from C-1 (General Commercial) and R-3 (Single-Family Residential) to C-2 (Heavy Commercial) for commercial development. This parcel is located South of Eastlake Blvd. and East of Kenazo Ave., and legally described as 27.061 Acre Tract of Land Situated in the Section No. 30 and Section No. 31, Block 78, Township 3, Texas and Pacific Railway Company, Town of Horizon City, El Paso County, Texas;

Parcel 8 from R-3 (Single-Family Residential) to C-2 (Heavy Commercial) zoning district for commercial development. This parcel is located South of Eastlake Blvd. and North of Horizon Blvd., and legally described as 11.072 Acre Tract of Land Situated in the Section No. 32, Block 78, Township 3, Texas and Pacific Railway Company, Town of Horizon City, El Paso County, Texas;

Parcel 9 from R-3 (Single-Family Residential) to S-1 (Open Space) for open space. This Parcel is located South of Eastlake Blvd. and East of Kenazo Ave., and legally described as 3.857 Acre Tract of Land Situated in the Section No. 32, Block 78, Township 3, Texas and Pacific Railway Company, Town of Horizon City, El Paso County, Texas;

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Parcel 12 from C-2 (Heavy Commercial) to R-3 (Single-Family Residential) for residential development. This Parcel is located North of Horizon Blvd. and West of Eastlake Blvd. and is legally described as 0.859 Acre Tract of Land Situated in the Section No. 32, Block 78, Township 3, Texas and Pacific Railway Company, Town of Horizon City, El Paso County, Texas;

Parcel 13 from R-3 (Single-Family Residential) to C-2 (Heavy Commercial) for commercial development. This Parcel is located North of Horizon Blvd. and West of Eastlake Blvd. and is legally described as 1.775 Acre Tract of Land Situated in the Section No. 32, Block 78, Township 3, Texas and Pacific Railway Company, Town of Horizon City, El Paso County, Texas. Located North of Horizon Blvd and West of Eastlake Blvd.

Authorizing the Notation of the Change on the Official Zoning Map of the Town; Providing for the Following: Findings of Fact; Repealer; Severability; and Proper Notice and Hearing.

Chief Planner, Art Rubio spoke regarding this item.

A motion was made by Councilman Padilla and seconded by Councilman Miller to approve the ordinance adopting the zoning change within the municipal limits of the Town of Horizon City, Texas; rezoning 11 parcels in tracts 30, 31 & 32 blocks 76 & 78 Township 3, Texas and Pacific Railway Company, Town of Horizon City, El Paso County Texas and authorizing the notation of the change on the official zoning map of the Town. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Absent; URRUTIA – Absent; PADILLA – Aye; MENDOZA – Aye. Motion passed.

20. **PUBLIC HEARING:**

Mayor/Chief Planner

2nd Reading of Ordinance No. _____, An Ordinance Adopting a Zoning Change Within the Municipal Limits of the Town of Horizon City, Texas; Rezoning Parcels 6 From R-3 (Single-Family Dwelling) to A-1 (Apartments) Zoning District; Containing Approximately 10.011 Acres; and legally described as 10.011 Acre Tract of Land Situated In The Section No 30 and 31, Block 78, Township 3, Texas and Pacific Railway Company, Town of Horizon City, El Paso County, Texas.; Located South of Eastlake Blvd and East of Desert Mist Dr.; and Authorizing the Notation of the Change on the Official Zoning Map of the Town; Providing for the Following: Findings of Fact; Repealer; Severability; and Proper Notice and Hearing.

Chief Planner, Art Rubio spoke regarding this item. No one from the public spoke.

21. **Discussion and Action:**

Mayor/Chief Planner

2nd Reading of Ordinance No. _____, An Ordinance Adopting a Zoning Change Within the Municipal Limits of the Town of Horizon City, Texas; Rezoning Parcels 6 From R-3 (Single-Family Dwelling) to A-1 (Apartments) Zoning District; Containing Approximately 10.011 Acres; and legally described as 10.011 Acre Tract of Land Situated In The Section No 30 and 31, Block 78, Township 3, Texas and Pacific Railway Company, Town of Horizon City, El Paso County, Texas.; Located South of Eastlake Blvd and East of Desert Mist Dr.; and Authorizing the Notation of the Change on the Official Zoning Map of the Town; Providing for the Following: Findings of Fact; Repealer; Severability; and Proper Notice and Hearing.

A motion was made by Councilman Padilla and seconded by Councilman Mendoza to approve the Ordinance Adopting a Zoning Change Within the Municipal Limits of the Town of Horizon City, Texas; Rezoning Parcels 6 From R-3 (Single-Family Dwelling) to A-1 (Apartments) Zoning District; Containing Approximately 10.011 Acres; and legally described as 10.011 Acre Tract of Land Situated In The Section No 30 and 31, Block 78, Township 3, Texas and Pacific Railway Company, Town of Horizon City, El Paso County, Texas.; Located South of Eastlake Blvd and East of Desert Mist Dr.; and Authorizing the Notation of the Change on the Official Zoning Map of the Town. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Absent; URRUTIA – Absent; PADILLA – Aye; MENDOZA – Aye. Motion passed.

22. **PUBLIC HEARING:**

Mayor/Chief Planner

2nd Reading of Ordinance No. _____, An Ordinance Adopting a Zoning Change Within the Municipal Limits of the Town of Horizon City, Texas; Rezoning Parcels 10 From R-3 (Single-Family Dwelling) to A-1 (Apartments) Zoning District; Containing Approximately 9.998 Acres; and legally described as 9.998 Acre Tract of Land Situated In The Section No 32, Block 78, Township 3, Texas and Pacific Railway Company, Town of Horizon City, El Paso County, Texas.; Located East of Eastlake Blvd and North of Horizon Blvd; and Authorizing the Notation of the Change on the Official Zoning Map of the Town; Providing for the Following: Findings of Fact; Repealer; Severability; and Proper Notice and Hearing.

Chief Planner, Art Rubio spoke regarding this item. No one from the public spoke.

23. **Discussion and Action:**

Mayor/Chief Planner

2nd Reading of Ordinance No. _____, An Ordinance Adopting a Zoning Change Within the Municipal Limits of the Town of Horizon City, Texas; Rezoning Parcels 10 From R-3 (Single-Family Dwelling) to A-1 (Apartments) Zoning District; Containing Approximately 9.998 Acres; and legally described as 9.998 Acre Tract of Land Situated In The Section No 32, Block 78, Township 3, Texas and Pacific Railway Company, Town of Horizon City, El Paso County, Texas.; Located East of Eastlake Blvd and North of Horizon Blvd; and Authorizing the Notation of the Change on the Official Zoning Map of the Town; Providing for the Following: Findings of Fact; Repealer; Severability; and Proper Notice and Hearing.

A motion was made by Councilman Padilla and seconded by Councilman Mendoza to approve the Ordinance Adopting a Zoning Change Within the Municipal Limits of the Town of Horizon City, Texas; Rezoning Parcels 10 From R-3 (Single-Family Dwelling) to A-1 (Apartments) Zoning District; Containing Approximately 9.998 Acres; and legally described as 9.998 Acre Tract of Land Situated In The Section No 32, Block 78, Township 3, Texas and Pacific Railway Company, Town of Horizon City, El Paso County, Texas.; Located East of Eastlake Blvd and North of Horizon Blvd; and Authorizing the Notation of the Change on the Official Zoning Map of the Town. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Absent; URRUTIA – Absent; PADILLA – Aye; MENDOZA – Aye. Motion passed.

24. **Discussion and Action:**

Mayor/Chief Planner

On the **Preliminary Subdivision Plat** application for **Verdancia Unit 1 (Case No. SDP24-0002)**, legally described being all of Tract 1, 2F, 3D, and 3H, and a Portion of Tract 2, 3 and 3B, Section 30, Block 78, Township 3, Texas and Pacific Railway Company Survey, Town of Horizon City, El Paso County, Texas. Containing 103.02 ± acres. Application submitted by Applicant/Representative: CEA Group.

Chief Planner, Art Rubio and CEA Group PE, Jorge Grajeda spoke regarding this item.

A motion was made by Councilman Mendoza and seconded by Councilman Padilla to approve the **Preliminary Subdivision Plat** application for **Verdancia Unit 1 (Case No. SDP24-0002)**, legally described being all of Tract 1, 2F, 3D, and 3H, and a Portion of Tract 2, 3 and 3B, Section 30, Block 78, Township 3, Texas and Pacific Railway Company Survey, Town of Horizon City, El Paso County, Texas. Containing 103.02 ± acres. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Absent; URRUTIA – Absent; PADILLA – Aye; MENDOZA – Aye. Motion passed.

25. **Discussion and Action:**

Mayor/Finance Director

On a Resolution authorizing the Mayor to execute an Interlocal Agreement with the County of El Paso for animal welfare services on behalf of Horizon City. Compensation for services provided by the County of El Paso will be \$55,318.00 per year beginning January 1, 2025. The term of the Agreement is January 1, 2025 through December 31, 2025.

Finance Director, Lily Gaytan spoke regarding this item.

A motion was made by Councilman Mendoza and seconded by Councilman Padilla to approve the Resolution authorizing the Mayor to execute an Interlocal Agreement with the County of El Paso for animal welfare services on behalf of Horizon City. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Absent; URRUTIA – Absent; PADILLA – Aye; MENDOZA – Aye. Motion passed.

26. **Discussion and Action:**

Mayor/Finance Director

That the Mayor be authorized to sign the revised Interlocal Agreement with the City of El Paso for Public Health Services in FY 2025 and the HIPAA Business Associate Agreement on behalf of the Town of Horizon City and that payment in the amount of \$221,749.00 as specified therein is also authorized.

City Clerk, Elvia Schuller informed Council that staff requested this item be tabled.

A motion was made by Councilman Miller and seconded by Councilman Mendoza to table this item as requested. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Absent; URRUTIA – Absent; PADILLA – Aye; MENDOZA – Aye. Motion passed.

A motion was made by Councilman Miller and seconded by Councilman Mendoza to adjourn into Executive Session at **8:27 PM**. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Absent; URRUTIA – Absent; PADILLA – Aye; MENDOZA – Aye. Motion passed.

27. 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).

27A. Discussion:

On real estate discussions for the TOD/Town Center (551.072 and 551.086).

27B. Discussion:

On real estate discussions for infrastructure within the Town of Horizon City (551.072 and 551.086).

The Mayor and Council Reconvened into Open Session at 9:03 PM.

Upon returning to Open Session the following action was taken:

A motion was made by Councilman Miller and seconded by Councilman Mendoza to move forward with item 27A as discussed in Executive Session. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Absent; URRUTIA – Absent; PADILLA – Aye; MENDOZA – Aye. Motion passed.

A motion was made by Councilman Miller and seconded by Councilman Mendoza to move forward with item 27B as discussed in Executive Session. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Absent; URRUTIA – Absent; PADILLA – Aye; MENDOZA – Aye. Motion passed.

ADJOURNMENT

A motion was made by Councilman Mendoza and seconded by Councilman Miller to adjourn at 9:04 PM.

Approved this ____ day of _____, 20__.

Attest:

Elvia Schuller, City Clerk

Andres Renteria, Mayor

Government Price Quotation

Neogov at Carahsoft

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
 WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM



TO: Araseli Gonzalez
 City of Horizon City
 Horizon City TX
 TX USA

FROM: Amanda Jack
 Neogov at Carahsoft
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: agonzalez1@horizoncity.org

EMAIL: Amanda.Jack@carahsoft.com

PHONE:

PHONE: (571) 662-3064

FAX: (703) 871-8505

TERMS: OMNIA EDU contract: R191902
 Term: April 30, 2025
 FTIN:52-2189693
 Shipping Point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 Sales Tax May Apply

QUOTE NO: 50914682
QUOTE DATE: 10/22/2024
QUOTE EXPIRES: 11/22/2024
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$27,113.20
TOTAL QUOTE: \$27,113.20

Government Price Quotation

Neogov at Carahsoft

NEOGOV

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carahsoft.

License Terms: Enterprise license denotes that Customer has purchased an enterprise wide license up to the employee count specified above. User based license denotes that Customer has purchased the number of licenses set forth in the quantity column. Item count denotes the number of items that Customer has licensed as set forth in the quantity column.

Payment Terms: All invoices issued hereunder are due upon the invoice due date. If the Order is for a period longer than one year, the fees for the first period shown shall be invoiced immediately and the fees for future years/periods shall be invoiced annually in advance of each 12 month period shown on the Order, but regardless of the billing cycle, Customer is responsible for the fees for the entire Order. The fees set forth in this Service Order are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to Governmentjobs.com, Inc., (D/B/A NEOGOV).

Terms & Conditions: This Order Form creates a legally binding contract on the parties. Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV") and Customer, this Order Form and the services to be furnished pursuant to this Order Form are subject to the terms and conditions set forth here: <https://www.neogov.com/service-specifications>. The Effective Date (as defined in the terms and conditions) shall be the Subscription Start Date.

End User Agreement Acceptance Form

Notwithstanding any other agreement entered into elsewhere between the parties, we, as the End User of NEOGOV products hereby agree to the terms and conditions contained in the End User Agreement, which can be accessed via the following website:

[https://www.neogov.com/hubfs/Service%20Agreement%20for%20Customers%20of%20Resellers%20\(1\).pdf](https://www.neogov.com/hubfs/Service%20Agreement%20for%20Customers%20of%20Resellers%20(1).pdf)

We, as the End User, also agree that Governmentjobs.com, Inc. (D/B/A/ NEOGOV), for and on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOVS") shall receive the benefit of the provisions of the End User Agreement as an intended third party beneficiary of the End User Agreement as if NEOGOV was a party hereto.

By: _____

Name: _____

Title: _____

Date: _____

RESOLUTION

That the Mayor is authorized to a letter agreement with Brock and Bustillos, Inc. for surveying services in an amount not to exceed \$38,175.00.

PASSED AND ADOPTED the ___ day of _____, 2024

THE TOWN OF HORIZON CITY

By: _____
Andres Renteria, Mayor

ATTEST:

By: _____
Elvia Schuller, TRMC
City Clerk

APPROVED AS TO FORM:

By: _____
Sylvia Borunda Firth
Assistant City Attorney

APPROVED AS TO CONTENT:

By: _____
Marco Vargas
Chief Police

Flock Safety + TX - Horizon City PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
David Thomas
david.thomas@flocksafety.com
6786543023



EXHIBIT A
ORDER FORM

Customer: TX - Horizon City PD
 Legal Entity Name: TX - Horizon City PD
 Accounts Payable Email: mvargas@horizoncity.org
 Address: 14999 Darrington Road Horizon City, Texas
 79928

Initial Term: 24 Months
 Renewal Term: 24 Months
 Payment Terms: Net 30
 Billing Frequency: Annual Plan - First Year Invoiced at Signing.
 Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$6,000.00
Flock Safety Flock OS			
FlockOS™ - Essentials	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon @ -	Included	2	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - MASH Tested Pole Implementation Fee - Non-Coastal Region -	\$625.00	2	\$1,250.00

Subtotal Year 1:	\$7,250.00
Annual Recurring Subtotal:	\$6,000.00
Discounts:	\$1,250.00
Estimated Tax:	\$960.00
Contract Total:	\$13,250.00

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$7,250.00
Annual Recurring after Year 1	\$6,000.00
Contract Total	\$13,250.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$0.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$1,250.00

Product and Services Description

Flock Safety Platform Items	Product Description
FlockOS™ - Essentials	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Flock Safety Falcon® -	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Professional Services - MASH Tested Pole Implementation Fee - Non-Coastal Region -	MASH tested pole that meets DOT crashworthiness requirements. Includes materials, installation, and maintenance.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety Falcon® LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Map-based interface that consolidates all data streams and the locations of each connected asset, enabling greater situational awareness and a common operating picture.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: TX - Horizon City PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

Master Services Agreement

This Master Services Agreement (this “*Agreement*”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“*Flock*”) and the entity identified in the signature block (“*Customer*”) (each a “*Party*,” and together, the “*Parties*”). This Agreement is effective on the date of mutual execution (“*Effective Date*”). Parties will sign an Order Form (“*Order Form*”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**.

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“*Notifications*”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the *Order Form*. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, (“*Permitted Purpose*”).

1.

DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Agreement**” means the order form (to be provided as Exhibit A, “Order Form”), these terms and conditions, and any document therein incorporated by reference in section 11.4.

1.2 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.3 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.4 “**Customer Data**” means the data, media, and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.5 “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.6 “**Effective Date**” means the date this Agreement is mutually executed (valid and enforceable) by both Parties.

1.7 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.8 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable Order Form.

1.9 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.10 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

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1.11 “**Footage**” means still images, video, audio, and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Permitted Purpose**” means for legitimate public safety and/or business purpose, including but not limited to the awareness, prevention, and prosecution of crime; investigations; and prevention of commercial harm, to the extent permitted by law.

1.14 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the applicable Order Form. Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the Order Form. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices.

1.15 “**Term**” means the date, unless otherwise stated in the Order Form, upon which the cameras are validated by both Parties as operational.

1.16 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2.

SERVICES AND SUPPORT

2.1 **Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the Retention Period. Authorized End Users will be required to sign up for an account and select a password and username (“*User ID*”). Customer shall be responsible for all acts and omissions of Authorized End Users. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 **Embedded Software License.** Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 **Support Services.** Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as “*Support Services*”).

2.4 **Updates to Platform.** Flock may make any updates to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such updates are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 **Service Interruption.** Services may be interrupted in the event that: (a) Flock’s provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance (“*Service Interruption*”). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to

provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured.

Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("***Service Suspension***"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, or toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 **Customer Obligations.** Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up-to-date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services (e.g., laptops, internet connection, mobile devices, etc.). Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “**Customer Obligations**”).

3.2 **Customer Representations and Warranties.** Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 **Customer Data.** As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 **Customer Generated Data.** Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information,

content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“**Customer Generated Data**”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 **Anonymized Data.** Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 **Confidentiality.** To the extent required by any applicable public records requests, each Party (the “**Receiving Party**”) understands that the other Party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the

foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

Flock acknowledges that all records, Footage and Customer Data generated in connection with the subscription and the Customer's use of the services covered by this agreement may be subject to disclosure pursuant to the Texas Public Information Act, Texas Government Code Chapter 552 ("PIA") whether they are held by the Customer or Flock. Pursuant to PIA, "public information" is any information written, produced, collected, assembled, or maintained under a law or ordinance or in connection with the transaction of official business by governmental body or for a governmental body. During the term of this Agreement, in the event the Customer receives a request for public information (as defined in the PIA) in the possession and control of Flock, Customer will notify Flock and Flock will provide the requested public information within the required timeframe to comply with the PIA.

In the event Flock considers the information requested to be exempt from disclosure because it considers the information to be protected trade information it shall be solely responsible for asserting the exemption in a timely manner in accordance with the PIA and will bear all expenses incurred in connection with asserting the exemption with the Texas Attorney General and any appeal, if necessary. Failure of Flock to assert the exemption in a timely manner may result in disclosure of the information and Customer will have no liability for compliance with the PIA.

In the event the Customer receives a litigation hold notice, it will notify Flock and all records, Footage and Customer Data will be retained by Flock until resolution of the litigation.

Failure of Flock to comply with the requirements of the PIA or terms of a litigation hold is a

Commented [SBF1]: We need to take into account the Texas Public Information Act and both party's responsibilities

Commented [MM2R1]: Acceptable to Flock.

material breach and may result in termination of this Agreement by Customer.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or

third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 **Billing and Payment of Fees.** Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. To the extent the Order Form is silent, Customer shall pay all invoices net thirty (30) days from the date of receipt. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than sixty (60) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

Commented [SBF3]: Staff may need more than 30 days to complete a review and discover an error but will pay within 30 days

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6.2 **Notice of Changes to Fees.** In the event of any changes to fees, Flock shall provide Customer with sixty (60) days' notice (email sufficient) prior to the end of the Initial Term or Renewal Term (as applicable). Any such changes to fees shall only impact subsequent Renewal Terms.

6.3 **Taxes.** Customer will provide Flock with a legally sufficient tax exemption certificate and Flock shall not charge Customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7.

TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “*Term*”). The Term shall commence upon first installation of Flock Hardware, as applicable and end on the fifth anniversary of the commencement date. Following the Term, unless otherwise indicated on the Order Form, this Agreement ~~will automatically~~ may be renewed for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “*Renewal Term*”); ~~unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then current term.~~

7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware ~~within 60~~30 days. ~~at a commercially reasonable time period. In the event Flock fails to remove the Flock Hardware within 30 days, it will be deemed to have been abandoned and will become the property of the Customer.~~ In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“*Cure Period*”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the *Cure Period*, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 **Survival.** The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

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8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that Flock is not liable for any resulting impact to Flock service, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware. Flock and the Customer will endeavor to locate and install all Flock Hardware in such a manner to mitigate the risk of loss, damage or theft.

8.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B.

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8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK’S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 11.6.

Commented [SBF5]: I have deleted the limitation of liability

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11.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 **Flock Indemnity.** Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. ~~Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.~~

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 **Ownership of Hardware.** Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's

rights to any damages Flock may sustain as a result of Customer’s default and Flock shall have the right to enforce any other legal remedy or right.

10.2 **Deployment Plan.** Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan (“*Deployment Plan*”). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 **Changes to Deployment Plan.** After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, requested by Customer, including, but not limited to, relocating, re- positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at <https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees. If Flock determines there needs to be adjustments to the installation in order to provide adequate services pursuant to this Agreement, those adjustments will be made at the expense of Flock.

10.4 **Customer Installation Obligations.** Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C. Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations. ~~and~~ Flock shall make ~~any~~ all necessary inspections or maintenance in connection with such installation and advise Customer with regard to the suitability of the location.

10.5 **Flock’s Obligations.** Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this Agreement, provided that Flock’s use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock’s obligations under this Agreement.

11. MISCELLANEOUS

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11.1 **Compliance With Laws.** Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s) and requests submitted pursuant to the Texas Public Information Act and litigation holds.

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11.2 **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 **Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior written consent. Notwithstanding the foregoing, ~~Party may assign this Agreement, without the other Party's consent,~~ neither party may reasonably withhold written consent to (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 **Entire Agreement.** This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 **Governing Law; Venue.** This Agreement shall be governed by the laws of the State of Texas. The Parties hereto agree that venue would be proper in El Paso County, Texas. chosen courts of the State of which the Customer is located. The Parties agree that the United Nations

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Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 **Special Terms.** Flock may offer certain special terms which are indicated in the Order Form and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("*Special Terms*"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

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11.8 **Publicity.** Upon prior written consent, Flock has the right to reference and use Customer's name and disclose the nature of the Services in business and development and marketing efforts. Nothing contained in this Agreement shall be construed as conferring on any Party, any right to use the other Party's name as an endorsement of product/service.

11.9 **Feedback.** If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 **Export.** Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing upon the Effective Date.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.15 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of public funds are conditioned on the availability of said funds appropriated for that purpose. To the extent applicable, Customer shall have the right to terminate this Agreement for non appropriation or lack of grant funding with thirty (30) days written notice without penalty or other cost.

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FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210 ATLANTA, GA

30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS: _____

ATTN: _____

EMAIL: _____

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. Customer shall be included as an additional named insured with regard to all insurance policies specified in this Agreement. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement and Customer shall receive thirty (30) days written notice of termination of any policy. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees. For the avoidance of doubt, (i) all required insurance limits by Customer can be met through a combination of primary and excess/umbrella coverage, and (ii) Flock’s Cyber and Errors and Omissions insurance has a shared limit of Five Million Dollars (5,000,000) per incident and in the aggregate.

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Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Workers Compensation** insurance in accordance with statutory limits;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;

(iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

RESOLUTION

That the Mayor and City Council hereby authorize the budget and expenditure of the sum of \$47,225.00 for a two year subscription service for city-wide cameras and license plat readers provided by Flock Safety from the Horizon City Police Department Confiscated funds account in accordance with Chapter 59 of the Texas Code of Criminal Procedure.

PASSED AND ADOPTED the ____ day of _____, 2024

THE TOWN OF HORIZON CITY

By: _____
Andres Renteria, Mayor

ATTEST:

By: _____
Elvia Schuller, TRMC
City Clerk

APPROVED AS TO FORM:

By: _____
Sylvia Borunda Firth
Assistant City Attorney

APPROVED AS TO CONTENT:

By: _____
Marco Vargas
Chief Police



Master Services Agreement

By and Between

Net-Tech Consulting

&

The Town of Horizon City

Statement of Confidentiality

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

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MASTER SERVICES AGREEMENT

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

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

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

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

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

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

disclosing party or any of its Affiliates or Representatives.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Telecommunications and Internet Access.

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

12 Client Data Storage.

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

Any data belonging to the

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Contact detailing any and all charges associated with the replacement of such hardware or devices. Any Hardware Replacement approved by the Client shall be billed separately from Managed Services Fees and in accordance with the provisions detailed within each respective Quote.

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

modifications of equipment.

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

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

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

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

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

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

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

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

25. Term; Termination.

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

Renewal Term.

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

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

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

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

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

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

Renewal Term.

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

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

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

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

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

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

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

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

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

32. Enforceability of Surviving Parts

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

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

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

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

35. Miscellaneous

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

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

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

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

If to the Client:

**The Town of
Horizon City**

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

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

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

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

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

Acceptance of Master Services Agreement

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

Accepted by: The Town of Horizon City

Accepted by: Net-Tech Consulting

Name

Title:

Date:

Authorized Signature: _____

Name: Zachary Kinder

Title: President

Date:

Authorized Signature: _____

The Town of Horizon City

Appendix A

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

Intentionally Blank

The Town of Horizon City

Appendix B

Managed IT Services

Services	Qty	Price	Per Unit Price/MSRP
Cloud Proactive Support/Management /Monthly	1	\$2100	\$2100 / \$2520
Cloud Support Services /Monthly	1	\$2100	\$2100 / \$2520
Cloud Managed Servers*** /Monthly	1	\$5775	\$5775 / \$6930
Cloud Office 365 (Annual) Cost Renews July 1 2025	1	\$32672	\$32672 / \$39206
Cloud Intune Management Annual Dec 1 24, to Nov 30, 25	1	\$5250	\$5250 / \$6300
Cloud DUO 2FA Software November 1 24, through October 31, 25 (Annual)	1	\$6084	\$6084 / \$7300
Cloud Threatlocker 24/7 MDR on Critical Assets (Annual)	1	\$3150	\$3150 / \$3780
Cloud Spam Filter (Annual) Cost December 1 through Nov 30th	1	\$5267	\$5267 / \$6320
Cloud Cyber Security Awareness Training February 1 25 through Jan 31 26 (Annual)	1	\$5625	\$5625 / \$6750
Cloud Office 365 SAAS Backup Feb 1 25 through Jan 31 26 (Annual)	1	\$4620	\$4620 / MSRP
Fees		MSRP	
Per User Average Cost	\$98.68/user Per month	118.42/user per month	
Monthly Recurring Fees	\$9975	\$1197/month	
Items marked Annual to be paid annually	Annual	Annual	
Total Annual Contract Value	\$182,368	\$218,842	
Region 19 Contract number	22-7-429		

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

***** The Town of Horizon understands that these numbers can change and will be reviewed with Executive management team that has decision making authority on a quarterly basis. We will true up these numbers at the beginning of each renewal period in November.**

****** Monthly recurring fees to be paid monthly, Annual fees need to be paid annually at the month of the time of the renewal.**

The Town of Horizon City

Covered Location(s):

Appendix B (Continued) Locations

Primary Location

14999 Darrington Dr. Horizon City 79928

Authorized Contacts:

Primary: Josue Mendoza

Additional Contacts: Name _____ Title: _____

Additional Contacts: Name _____ Title _____

NET-TECH CONSULTING MINIMUM COMPLIANCE STANDARDS

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

The Town of Horizon City

Appendix D

EMERGENCY REQUESTS (End-Users Only)

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

The Town of Horizon City

Appendix E

EMERGENCY REQUESTS (Devices Only)

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

Town of Horizon City Capital Improvement Program

November 12, 2024
Council Meeting

Municipal Facilities Phase 1

- Site work continues
 - On-site ponds are under construction
 - Parking curbs under construction
 - Concrete slab is in progress – rebar
 - Electrical rough in is scheduled for later in November 2024
- City is evaluating change order #1 for wage rate reconciliation
- Project currently on schedule

Municipal Facilities Phase 1



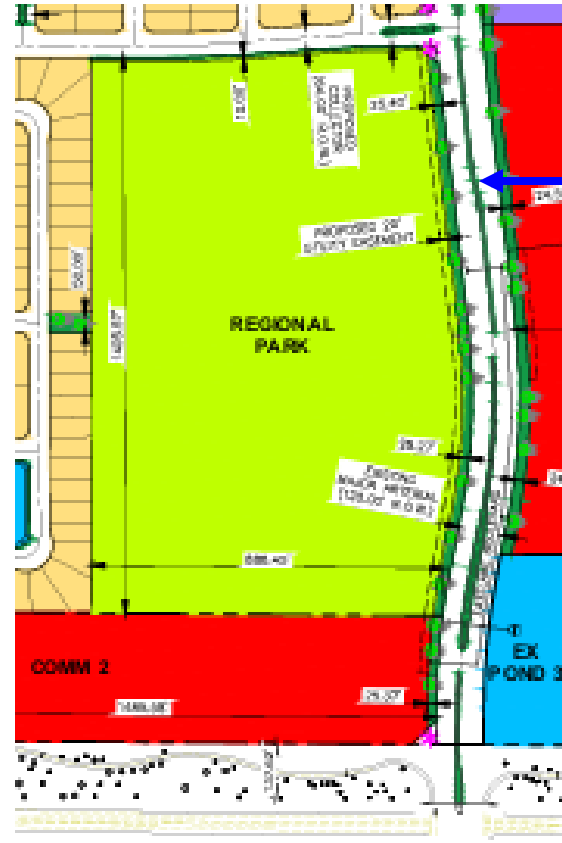
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Images taken on November 6, 2024



New Regional Park

- Coordinating for appraisal of property



Eastlake Blvd.

Horizon Blvd.

From Preliminary Conceptual Plans, subject to change provided by Hunt Communities. June 2024

Street Maintenance Fund

2023-2024 Street Maintenance Program

- Notice to Proceed – August 12, 2024
- Contractor indicating paving will be completed in November 2024
- Council to consider change order for additional demolition and paving.

Federally- & State-Funded Project Updates

N. Darrington Reconstruction - Funding

- Staff working on necessary steps to apply for SIB loan.
- Revised 3-party agreement under review by partners
- Once amendment is approved, will work on ordinance amendments

N. Darrington/Horizon Blvd. Reconstruction

- Darrington Rd. Phase 1 began on November 4, 2024, with demolition of existing sidewalks, curbs, ramps and median
- Storm drainage installation beginning at Oxbow Dr. and Nunda Dr. 82
- Horizon Blvd. – Phase 2
 - Storm drainage tie-ins
 - Working on westbound illumination

Rodman Shared Use Path (SUP)

- Project under design – 60% submittal due August 2024
- TXDOT review – September 2024
- Programmed for bidding and award in Spring 2025



TIRZ/TOD Update

Dilley, Delake and Transit Plaza

- Funding will be made available through HUD and Economic Development – pending final agreement

TIRZ Participation Agreements

HRMUD

- Initial discussions - July 6, 2022, HRMUD Board meeting
- HRMUD Board approved participation agreement at their October 24, 2024, regular Board Meeting
- TIRZ Board considered participation agreement at their November 12, 2024 meeting

Town of Horizon City Capital Improvement Program

November 12, 2024
Council Meeting

American Rescue Plan Projects

Updated: November 11, 2024

Program	Project Description	Allocation	Budget (11/8/24 Report)	Estimated Costs 11/12/24	Costs to Date	Encumbrances	Costs & Contracts to Date	Balance
Administration	City Attorney - Legal Services	\$ 46,000	\$ 46,000		\$ 80,724		\$ 80,724	\$ (34,724)
Administration	Personal Protective Equipment	\$ 336,000	\$ 261,000		\$ 5,529		\$ 5,529	\$ 255,471
Administration	Other Services & Equipment - HR services, additional sanitation	\$ 288,000	\$ 155,000				\$ -	\$ 155,000
Administration	Rental of Portable offices	\$ 42,000	\$ -		\$ 47,597		\$ 47,597	\$ (47,597)
Administration	Collaborative Projects - Food distribution, testing sites, broadband initiatives	\$ 138,000					\$ -	\$ -
Administration	Facilities - rental of additional offices	\$ 117,000	\$ 117,000				\$ -	\$ 117,000
Administration	General Operations	\$ 967,000	\$ 579,000		\$ 133,849		\$ 133,849	\$ 445,151
CIP/Planning	Virtual Meeting Capabilities	\$ 100,000	\$ 90,144		\$ 89,144	\$ 2,100	\$ 91,244	\$ (1,100)
CIP/Planning	City Hall Build Out	\$ 500,000	\$ 750,000		\$ 73	\$ 2,027	\$ 2,100	\$ 747,900
CIP/Planning	Demolition of Former FAA Facility	\$ 250,000	\$ -			\$ 4,200	\$ 4,200	\$ (4,200)
CIP/Planning	N. Darrington Reconstruction - ROW Acquisition	\$ 950,000	\$ 950,000		\$ 815,063	\$ 585,538	\$ 1,400,601	\$ (450,601)
CIP/Planning	N. Darrington Reconstruction - Utility Relocation	\$ -	\$ 60,000				\$ -	\$ 60,000
CIP/Planning	Drainage Improvements	\$ 950,000	\$ 1,200,000		\$ -	\$ 6,300	\$ 6,300	\$ 1,193,700
CIP/Planning	Drainage Improvements - Property Acquisition							
CIP/Planning	Horizon City Property Portfolio	\$ 900,000	\$ 450,000		\$ 37,000	\$ 345,253	\$ 382,253	\$ 67,747
CIP/Planning	Horizon City Property Portfolio							
CIP/Planning	City-initiated rezoning in TOD (note 1)	\$ -	\$ 162,493			\$ 162,493	\$ 162,493	\$ -
CIP/Planning	Transit Plaza Siting	\$ -	\$ 87,839		\$ 82,044	\$ 5,794	\$ 87,838	\$ 1
CIP/Planning	Air Quality Analysis for Transit Plaza and Horizon-Socorro Circulator Route	\$ -	\$ -	\$ 20,000			\$ -	\$ (20,000)
CIP/Planning	Transit Plaza property acquisition (if necessary)	\$ -	\$ -				\$ -	\$ -
CIP/Planning	City Hall Property Acquisition (if necessary)	\$ -	\$ -				\$ -	\$ -
CIP/Planning	Dilley Construction (if necessary)	\$ -	\$ -				\$ -	\$ -
CIP/Planning	ADA Transition Plan							
CIP/Planning	Street Maintenance Design - 2025							
CIP/Planning	Municipal Facilities Phase 1 - FFE			\$ 750,000				\$ (750,000)
CIP/Planning	Kenazo Extension (Note 2)							
CIP/Planning	CIP/Planning Totals	\$ 3,650,000	\$ 3,750,476	\$ 770,000	\$ 1,023,324	\$ 1,113,706	\$ 2,137,030	\$ 843,447
							\$ -	\$ -
HEDC	Small Business Grant and Incentive Fund	\$ 250,000	\$ 249,265	\$ -	\$ 249,265		\$ 249,265	\$ -

Program Total	\$ 4,867,000	\$ 4,578,741	\$ 770,000	\$ 1,406,438	\$ 1,113,706	\$ 2,520,144	\$ 1,576,856
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Total contracts, expenditures & anticipated costs	\$ 3,290,143.70
Unencumbered Balance	\$ 1,576,856.30

Percent of program obligated	22.9%
Percent of program expended	28.9%
Percent of program pending contracts	15.8%
Percent of program expended or obligated	67.6%

Blue Font - Projects presented in November 2023 to Council

Town of Horizon City ARPA Update

November 12, 2024
Council Meeting

American Rescue Plan Projects

Updated: November 11, 2024

Program	Project Description	Allocation	Budget (11/8/24 Report)	Estimated Costs 11/12/24	Costs to Date	Encumbrances	Costs & Contracts to Date	Balance
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CIP/Planning	Transit Plaza property acquisition (if necessary)	\$ -	\$ -				\$ -	\$ -
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CIP/Planning	Dilley Construction (if necessary)	\$ -	\$ -				\$ -	\$ -
CIP/Planning	ADA Transition Plan							
CIP/Planning	Street Maintenance Design - 2025							
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Program Total	\$ 4,867,000	\$ 4,578,741	\$ 770,000	\$ 1,406,438	\$ 1,113,706	\$ 2,520,144	\$ 1,576,856
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Percent of program expended	28.9%
Percent of program pending contracts	15.8%
Percent of program expended or obligated	67.6%

Blue Font - Projects presented in November 2023 to Council

Horizon City Property Portfolio – TOD Town Center

- Property acquisition to support TOD and TIRZ development

City-initiated rezoning in TOD

- Rezoning effort has begun – contract has been recorded on financial system
- Consultants began on November 4, 2024
- Anticipate the project will take 9 months – to summer 2025

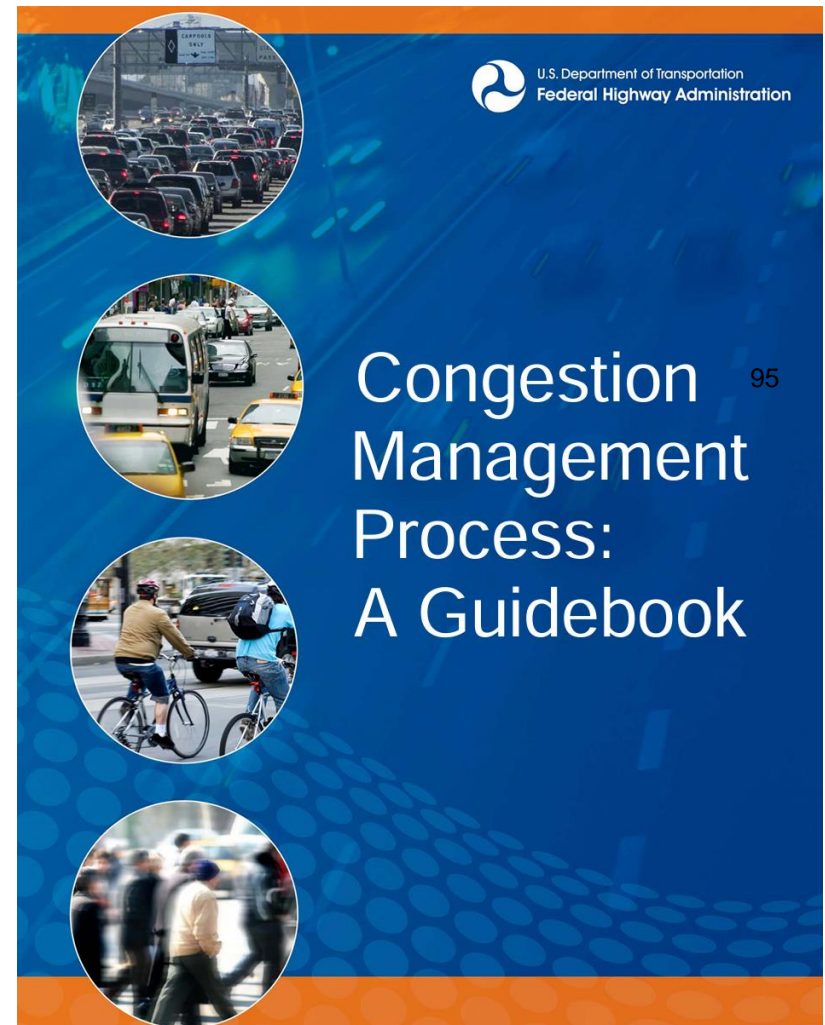


Transit Plaza Siting

- Siting study complete
- Final site selection – August 2024

Air Quality Analysis for Projects

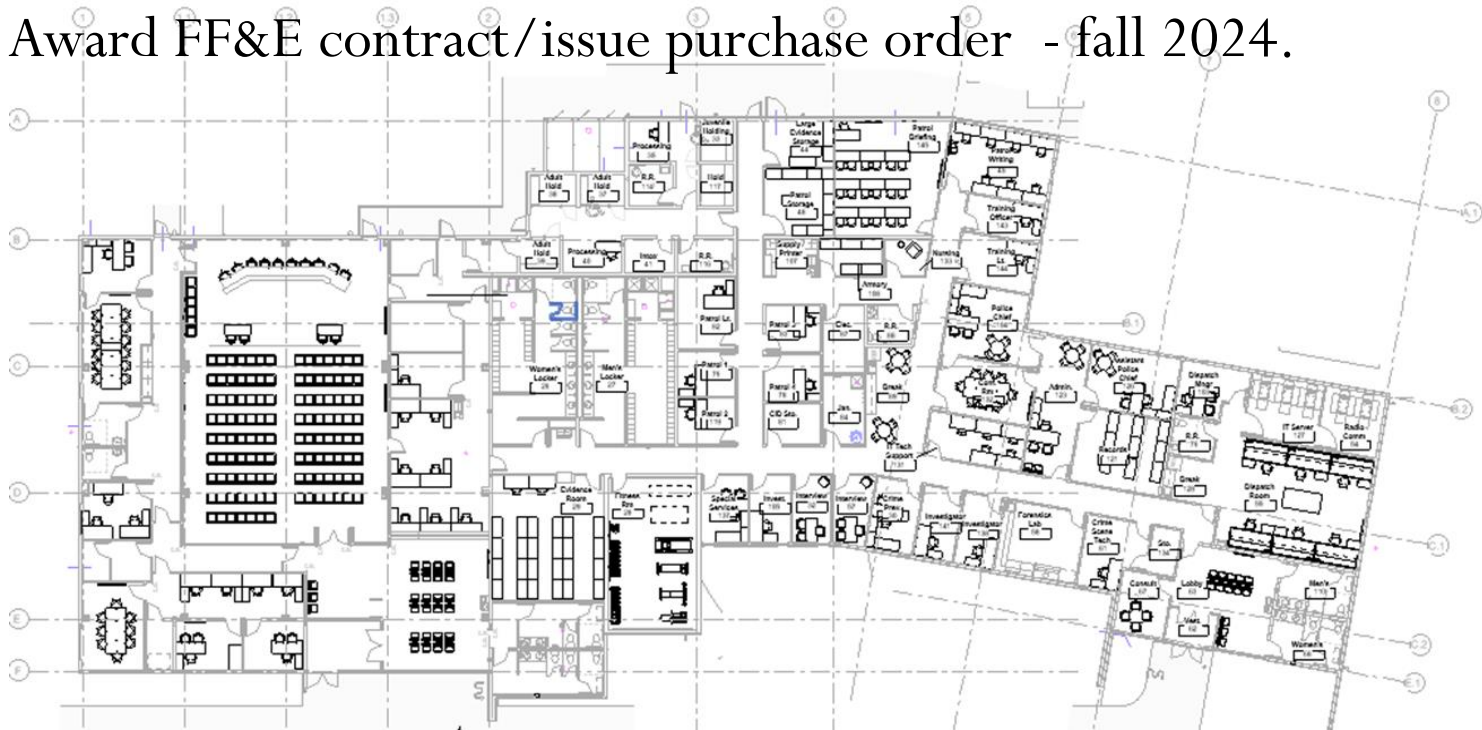
- Transit Plaza
- Horizon-Socorro Circulator Route
- Analyses required to secure Congestion Mitigation and Air Quality (CMAQ) funds
- Coordinating with City of El Paso



Municipal Facilities FF&E

- Procure Furniture, Fixtures and Equipment (FFE) for Municipal Facility Phase 1.
- Schedule
 - Review proposed FF&E – summer 2024
 - Review procurement options – late summer 2024/early fall 2024.
 - Award FF&E contract/issue purchase order - fall 2024.

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Ongoing monitoring

- **November 5 – December 16, 2024** – work on agreements and encumbrances
- **December 10, 2024** - City Council Meeting - take contracts that are ready to Council for consideration.
- **December 16, 2024** - Generate Draft Report - identify any gaps in agreements/expenditures that are not yet captured.
- **December 16 - 19, 2024** - Capture contracts/expenditures - coordinate with department heads/managers and vendors to ensure we have adequate information to create purchase orders.
- **December 17, 2024** - Special Council Meeting - Last opportunity to take any pending contracts to Council for consideration.
- **December 20, 2024** - Generate Final Report - forward report with all expenditures and commitments to appropriate federal agency(ies)

Town of Horizon City ARPA Update

November 12, 2024
Council Meeting



TOWN OF HORIZON CITY
MEMORANDUM

Date: November 7, 2024

To: Honorable Mayor and Members of City Council

From: Teresa Quezada, CIP Manager

Teresa Quezada
11/7/2024

SUBJECT: Discussion and Action: On change order #1 to Del Mar Contracting \$22,171.00 for the 2024 Street Maintenance Program project (CIP 2024-101).

Change Order No. 1 to the construction contract with Del Mar Contracting adds \$22,171.00. These amounts have been requested by the contractor and reviewed and recommended by Huitt Zollars as the design consultant and construction manager on this project.

The **total contract** amount after this change is **\$1,170,215.60**, and change order represents **1.93% increase** to the original contract amount of \$1,148,044.60. No additional days are required to complete the work proposed in this change order.

The work to be completed includes additional demolition of pavement thickness that was not identified during design and additional HMAC pavement on the southbound lanes on Kenazo near Eastlake Blvd. The estimated quantities for this additional demolition and pavement have been verified and the costs are based on unit costs for the two bid items in the existing contract.

Staff recommends approval.

Attachment: Change Order Form

CHANGE ORDER NO. 1

Page 1 of 1

PROJECT: 2024 Street Maintenance Program**DATE OF ISSUANCE:** November 6, 2024**OWNER:** TOWN OF HORIZON CITY
14999 Darrington Rd.
Horizon City, Texas 79928**EFFECTIVE DATE:** **November 12, 2024****OWNER'S BID NO.** CIP 2024-101**CONTRACTOR:** Del Mar Contracting
3550 Lee Blvd.
El Paso, TX 79936**ENGINEER:** Roxanna Medina, PE, PTOE
Huitt-Zollars, Inc.
5822 Cromo, Suite 210
El Paso, Tx 79912**CONTRACT FOR:** *Milling, Overlay, and base repair for Kenazo, Biglon and McMahon***ENGINEER'S PROJECT NO:** R312330.07**YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGE TO THE CONTRACT DOCUMENTS:**Item No. 1: Additional demolition of existing HMAC and overlay of an additional 1.5" of HMAC--(\$22,171,10; 0 impact to contract time)**PURPOSE OF CHANGE ORDER:**

Item No. 1. The Contractor has made a claim for additional demolition of 1.5" and 1.5" of HMAC overlay of quantity due to the unforeseen site conditions. When the Contractor started milling the SB lanes on Kenazo, it was noted that the HMAC thickness varied from 1.5" to 3". The Contractor milled the 1.5" per contract; however, as they were repairing the base the remaining HMAC was becoming brittle and breaking. The Contractor needs to remove the remaining HMAC so that the new HMAC can be laid on a level surface and prevent any cracks from telescoping to the surface. The area is about a 500 LF by 30 LF near Eastlake Blvd. The quantities have been verified. Unit cost for Bid Item #4 and #6-will be used to calculate the CO amount.

Bid Item #4—Mill Existing Asphalt Pavement 1" to 1.5" additional 1,667 SY @ \$2.80/SY= \$4,667.60**Bid Item #6**—D-GR HMA (SQ) TY C PG70-22 1.5" additional 1,667 SY @ \$10.50/SY = \$17,503.50**ATTACHMENTS:****Item No. 1***A-Negotiated Cost Proposal**B-Site Photos*

CHANGE ORDER NO. 1

Page 1 of 2

PROJECT: *2024 Street Maintenance Program at S. Kenazo Ave (Between Horizon Blvd & Eastlake Blvd), N. Kenazo Ave (Between Northport Ct & Horizon Blvd), McMahan Ave-Westbound Lane (Between Breaux Sr & Antwerp Rd), and Biglon Pl (Between Horizon Blvd & McMahan Ave)*

<p style="text-align: center;">CHANGE IN CONTRACT PRICE:</p> <p>ORIGINAL PRICE:</p> <p style="text-align: center;">\$ 1,148,044.60</p>	<p style="text-align: center;">CHANGE IN CONTRACT TIME</p> <p>ORIGINAL CONTRACT TIME</p> <p>MILESTONES: CONTRACT TIME: <i>Substantial Completion: 150 Days Due Date: January 13, 2025</i> <i>Final Completion: 180 Days Due Date: February 13, 2025</i></p>
<p>CONTRACT PRICE PRIOR TO THIS CHANGE ORDER</p> <p style="text-align: center;">\$ 1,148,044.60</p>	<p>CONTRACT TIME PRIOR TO THIS CHANGE ORDER</p> <p>MILESTONES: CONTRACT TIME: <i>Substantial Completion: 150 Days Due Date: January 13, 2025</i> <i>Final Completion: 180 Days Due Date: February 13, 2025</i></p>
<p>NET INCREASE/DECREASE OF THIS CHANGE ORDER</p> <p style="text-align: center;">\$ 22,171</p>	<p>NET INCREASE/DECREASE OF THIS CHANGE ORDER</p> <p>MILESTONES: CONTRACT TIME: <i>Substantial Completion: 0 Days</i> <i>Final Completion: 0 Days</i></p>
<p>CONTRACT PRICE WITH ALL APPROVED CHANGE ORDERS</p> <p style="text-align: center;">\$ 1,170,215.60</p>	<p>CONTRACT TIME WITH ALL APPROVED CHANGE ORDERS</p> <p>MILESTONES: CONTRACT TIME: <i>Substantial Completion: 150 Days Due Date: January 13, 2025</i> <i>Final Completion: 180 Days Due Date: February, 13, 2025</i></p>

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

ACCEPTED:

By _____
 Contractor: Del Mar Contracting

Date _____

RECOMMENDED:

By _____
 Engineer: Roxanna Medina, PE

Date _____

REVIEWED:

By _____
 Eduardo Garcia, - Interim Director of Planning

Date _____

APPROVED:

By _____
 Andres Renteria, Mayor

Date _____



ENGINEER’S COST SUMMARY AND CLASSIFICATION OF SOURCE OF CHANGE

Design Engineer: Roxanna Medina, PE-Huitt-Zollars, Inc.
 Change Order #: 1
 Project: 2024 Street Maintenance Program at S. Kenazo Ave (Between Horizon Blvd & Eastlake Blvd), N. Kenazo Ave (Between Northport Ct & Horizon Blvd), McMahon Ave-Westbound Lane (Between Breaux Sr & Antwerp Rd), and Biglon Pl (Between Horizon Blvd & McMahon Ave)
 Contractor: Del Mar Contracting
 Owner Bid No.: CIP 2024-101
 Total Impact to Cost: \$ 22,171
 Total Impact to Time: 0 Days
 Date: 11/12/2024

Item No. 1	Additional demolition of existing HMAC and overlay of an additional 1.5” of HMAC
<i>Classification</i>	Unforeseen Site Conditions
<i>Impact to Cost</i>	\$22,171
<i>Impact to Time</i>	0 Days
<i>Justification</i>	See Change Order Narrative for Item No. 1
<i>Cost Summary</i>	Unit Bid Prices

Item No. 2	
<i>Classification</i>	
<i>Impact to Cost</i>	
<i>Impact to Time</i>	
<i>Justification</i>	
<i>Cost Summary</i>	

Item No. 3	
<i>Classification</i>	
<i>Impact to Cost</i>	
<i>Impact to Time</i>	
<i>Justification</i>	
<i>Cost Summary</i>	

Item No. 4	
<i>Classification</i>	
<i>Impact to Cost</i>	
<i>Impact to Time</i>	
<i>Justification</i>	
<i>Cost Summary</i>	

Item No. 5	
<i>Classification</i>	
<i>Impact to Cost</i>	
<i>Impact to Time</i>	
<i>Justification</i>	
<i>Cost Summary</i>	

Item No. 6	
<i>Classification</i>	
<i>Impact to Cost</i>	
<i>Impact to Time</i>	
<i>Justification</i>	
<i>Cost Summary</i>	

DATE:	PROJECT:	HORIZON STREET MAINTENANCE				
DESCRIPTION	QUANTITY	UNIT	U/P	EXTENSION	TOTALS	
REMOVE/REPLACE 1.5" HMAC	500'X30'					
DEMO HMAC	1667	SY	\$2.80	\$4,667.60		
PROOF ROLL	8	HRS	\$90.00	\$720.00		
NEW 1.5" HMAC	1667	SY	\$10.50	\$17,503.50		
EMULSION	417	GAL	\$2.20	\$917.40	\$22,171.10	
				SUBTOTAL	\$23,808.50	
					\$22,171.10	
				TOTAL REQUEST	\$23,808.50	

STATE OF TEXAS)
)
COUNTY OF EL PASO) INTERLOCAL AGREEMENT BETWEEN
TOWN OF HORIZON CITY, TEXAS AND CITY OF EL
PASO, TEXAS FOR ANIMAL SERVICES

THIS AGREEMENT is entered into between the CITY OF EL PASO, TEXAS (“City”) and the TOWN OF HORIZON CITY, TEXAS (“Town of Horizon City”) by and through their duly authorized officials, pursuant to the Interlocal Cooperation Act.

RECITALS

WHEREAS, the City and Town of Horizon City are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code; and

WHEREAS, on July 8, 2014, the City and the Town of Horizon City entered into an Interlocal Agreement for the provision of public health and environmental services by the City’s Department of Public Health and its Department of Environmental Services to the unincorporated areas of the Town of Horizon City; and

WHEREAS, on July 8, 2015, the City of El Paso and the Town of Horizon City entered in to Second Amendment to Interlocal Agreement, recognizing that the City should not bear the sole financial responsibility for the cost of boarding those animals retrieved from the unincorporated areas of the Town of Horizon City and delivered to the City of El Paso’s Animal Shelter by those Town of Horizon City residents who reside in the unincorporated areas of the Town of Horizon City; and

WHEREAS, this Agreement for interlocal cooperation for the City to provide certain animal services to the Town of Horizon City is necessary for the mutual advancement of the health and general welfare of the citizens of all jurisdictions concerned; and

WHEREAS, the Town of Horizon City desires to have the El Paso County Director of Animal Welfare serve as the Town of Horizon City’s designated local rabies control authority

WHEREAS, the Town of Horizon City requests assistance from the City’s Animal Services Department as the Town of Horizon City has limited availability to house animals that it retrieves or other individuals or entities retrieve within the unincorporated areas of the Town of Horizon City and

WHEREAS, the Town of Horizon City desires to have the City’s Animal Shelter Advisory Committee serve as the Town of Horizon City’s Animal Shelter Advisory Committee; and

WHEREAS, the Town of Horizon City will make available and/or transfer to the City certain information, in conjunction with goods or services that are being provided by the City to

the **Town** of Horizon City, which is confidential and must be afforded special treatment and protection; and

FOR THESE REASONS, and in consideration of the mutual promises contained in this Agreement, the Town of Horizon City and the City mutually agree as follows:

1. **SCOPE OF SERVICES.**

1.1 The City shall perform the following animal services by and through its Department of Animal Services under the terms and conditions hereinafter stated, and the Town of Horizon City hereby accepts and agrees to the following terms and conditions:

1.1.1 The City agrees to provide the following animal shelter services:

1.1.1.1 The City may receive at the City’s Animal Shelter located at 5001 Fred Wilson Road, El Paso, Texas 79906 (the “Shelter”) each animal that is delivered to the Shelter by the Town of Horizon City or by residents of Town of Horizon City. The City may handle each animal that is delivered to the Shelter either by the Town of Horizon City or by residents of Town of Horizon City, whether it be in order to reunite said animal with its owner, quarantine, maintain evidence for a legal proceeding, or euthanize and dispose of said animal.

An animal impounded as an owned animal (i.e. with a collar, microchip, tags or other indication of ownership) is reclaimed within 6 days after entering the Shelter, or an animal impounded as a stray (unowned animal) is reclaimed within 72 hours after entering the Shelter, the animal may be adopted, transferred, or humanely disposed of by the Shelter.

1.1.1.2 The City will accept up to ten (10) Community (trap-neuter-return) cats captured by the Town of Horizon City or by residents of the Town of Horizon City, collectively, per month. The City shall spay/neuter, vaccinate and ear tip those cats that are healthy enough to alter and that are not already altered, and the Town of Horizon City or the residents of the Town of Horizon City who trapped the cat, shall return the cat to the location where they trapped the cat. The Town of Horizon City will pay a \$35 fee to the City for each cat that was delivered by the Town of Horizon City, or by the residents of the Town of Horizon City, that was spayed/neutered by the City. The City will send a monthly invoice to the Town of Horizon City to receive this payment.

1.1.1.3 In order to facilitate ease of data sharing with the Town of Horizon City for the purpose of identifying pet owners and potentially reuniting an animal with its owner without the Town of Horizon City's need to take the animal to the Shelter, the City shall provide PetPoint access to the Town of Horizon City for use by Town of Horizon City Animal Control Officers. Both parties shall adhere to the provisions of Texas Health and Safety Code Sections 826.0211 and 826.0311.

1.1.1.4 The City's Mission Valley spay/neuter facility may be available to all Town of Horizon City residents at the City's regular fee basis and those residents shall pay for said service.

1.2 The City will provide necessary training for employees utilized in providing services under this Agreement, as may be required by law or determined to be appropriate by the City, and shall require all such personnel to maintain all required licenses and certifications in accordance with State and Federal laws.

1.3 The City and Town of Horizon City agrees that in accordance with the provisions of any and all grants agreements or grant awards from federal and state agencies that are awarded on a county-wide basis, the City or Town of Horizon City will provide services in the unincorporated areas of the County and all municipalities within El Paso County as required under the applicable grant provisions. Provided however, nothing in this Agreement shall obligate the City to perform services if the grant funds relating to a particular grant are not currently being paid to the City, and in any such instances, the Director of the City's Department of Animal Services shall give written notice to the Town of Horizon City that the City is not providing the particular services for the reason that it has not received funding under the applicable grant. The City will provide written notice to the Town of Horizon City of grant funding which becomes discontinued or terminated, and any election by the City not to seek the renewal of grants existing at the effective date of this Agreement.

1.4 Nothing within the terms of this Agreement shall require the City to purchase additional equipment or hire additional personnel in order to comply with the terms of this Agreement.

1.5 The City agrees that it will keep accurate records of all services provided to the Town of Horizon City pursuant to this Agreement as part of its routine data collection processes and the City may also report data on its web site on a monthly basis.

1.5.1 For the purposes of this section the point of contact for the Town of Horizon City is Marco Vargas, Chief of Police. The Town of Horizon City Contract Administrator is Araceli

Gonzalez, until such time as the Town of Horizon City notifies the City of a new point of contact and address for notice.

1.6 It is understood and agreed to between the parties that any portion of this Agreement providing for the delivery of public health and other services for which appropriate legal authority has not been granted to the City, shall be null and void and of no force and effect, and the City shall not be obligated to provide those services.

1.7 The Town of Horizon City acknowledges that the City's stated goal for the City's Animal Shelter is to reach and sustain a no-kill status equivalent to a 90% live release rate by 2025. In order to achieve this goal, the City's animal welfare programs currently include the following: 1) community cat/feral cat trap-neuter-return; 2) high-volume, low-cost spay/neuter; 3) rescue groups; 4) foster care; 5) comprehensive adoption programs; 6) pet retention; 7) medical and behavior programs; 8) public/community relations; 9) volunteers and 10) proactive redemptions. The City's Animal Shelter partners, including the Town of Horizon City, shall aim to participate in these animal welfare programs within their respective jurisdictions. The Town of Horizon City will, in good faith, attempt to comply with the City's stated animal life-saving efforts and shall not institute contrary programs, ordinances or policies to those listed in this paragraph, and shall not negatively affect the City's stated live-release goal.

1.8 Registration, vaccination, and microchips

1.8.1 Title 7 of the El Paso Municipal Code requires all City contracts involving other municipalities or government entities must be consistent with the requirements of Chapter 7.12.020 – Registration, vaccination, and microchips required.

2. **LOCATION OF PERFORMANCE.** The place where the City's services are to be performed is primarily at the Shelter and adoption centers.

3. **DESIGNATION OF ANIMAL SHELTER ADVISORY COMMITTEE.** The Parties agree that the currently established Animal Shelter Advisory Committee ("ASAC") will serve as the statutorily required advisory committee described in Section 823.005, Texas Health and Safety Code.

4. **TIMES OF PERFORMANCE.** The term of this Agreement is for a one year period beginning on the 1st day of September 2024, regardless of the date of execution of this Agreement, and that term shall end on August 31, 2025.

4.1 This Agreement will automatically renew each year unless the parties execute a new agreement by August 31st for the next year of performance or unless either party terminates

this Agreement within 30 days after the beginning of the next fiscal year. If the Agreement is automatically renewed, the rate for service shall be as set forth in Schedule C of the annual budget as approved by City Council for the respective fiscal year. Any change to the rate for service reflected by the City of El Paso's Schedule C shall be effective for the period beginning on September 1st of the next year of performance. All other terms and conditions of the Agreement shall remain in full force and effect. By way of example, the parties agree that if the City of El Paso adopts Schedule C in August of 2023, and said Schedule C changes any rate for service covered by this Agreement, said rate change shall be effective beginning on September 1, 2023 through August 31, 2024. For each year that this agreement will be automatically renewed, the City shall notify the Town of Horizon City by August 1st of each year regarding proposed service rates set forth in Schedule C for the upcoming fiscal year. The parties understand that any rate provided prior to the El Paso City Council's adoption of Schedule C is merely a guide which may or may not be changed once the El Paso City Council approves Schedule C which will contain the actual rate for service. If, prior to September 1st, the Town of Horizon City notifies the City that the new rates are unacceptable, the parties shall negotiate the new rates for the upcoming fiscal year by September 30th. This deadline may be extended until October 31st by agreement of the parties.

5. **COMPENSATION.**

5.1 The Town of Horizon City agrees to pay the amount specifically addressed below in Sections 5.2 and 5.3. Within thirty days of receipt, the Town of Horizon City agrees to pay the monthly invoice that is sent to the Town of Horizon City by the City for the services described in this Agreement.

5.2 Fees:

a. DOGS & CATS - The Town of Horizon City agrees to pay an impound fee of ONE HUNDRED TEN AND NO/100 DOLLARS (\$110.00) and a daily handling fee of TWENTY-SEVEN AND NO/100 DOLLARS (\$27.00) for each dog or cat retrieved from the areas of the Town of Horizon City and delivered to the Shelter either by the Town of Horizon City or by residents of Town of Horizon City pursuant to Subsection 1.1.1.1 to this Agreement.

b. OTHER ANIMALS - The Town of Horizon City agrees to pay an impound fee of \$60.00 and a daily handling fee of THIRTY-THREE AND NO/100 DOLLARS (\$33.00), for

any animal other than a dog or cat, such as but not limited to livestock, pig, or chicken retrieved from the Town of Horizon City and delivered to the Shelter either by the Town of Horizon City or by residents of the Town of Horizon City pursuant to Subsection 1.1.1.1 to this Agreement.

c. HORSE - The Town of Horizon City agrees to pay an impound fee of \$85.00 and a daily handling fee of THIRTY-THREE AND NO/100 DOLLARS (\$33.00) for any horse retrieved from the Town of Horizon City and delivered to the Shelter either by the Town of Horizon City or by residents of the Town of Horizon City pursuant to Subsection 1.1.1.1 to this Agreement.

5.3 In addition to the impound fee of \$110.00 per unowned animal retrieved from the Town of Horizon City and delivered to the Shelter by the Town of Horizon City pursuant to Subsection 1.1.1.1 to this Agreement for those services rendered pursuant to Subsection 1.1.1.1 to this Agreement, the Town of Horizon City also agrees to pay a daily quarantine fee of TWENTY-SEVEN AND NO/100 DOLLARS (\$27.00) for any unowned animal retrieved from the Town of Horizon City and delivered to the Shelter either by the Town of Horizon City that is suspected of having rabies, is pending a bite investigation, or is pending an animal cruelty investigation. Owned animals should be quarantined at a quarantine approved clinic or hospital. The City shall maintain detailed records supporting all billings and fee reimbursements and shall remit such information with its billings to the Town of Horizon City.

5.4 The Parties acknowledge that the funds paid by the Town of Horizon City pursuant to Sections 5.1 through 5.3 above may not be sufficient in the event of an unexpected occurrence such as an outbreak, epidemic (i.e. rabies) in the Town of Horizon City. The Town of Horizon City shall name a person to serve as a point of contact to discuss these types of public health threats, its intervention, and any additional costs that the Town of Horizon City will need to pay to defray the resulting expenses. The Town of Horizon City point of contact is Marco Vargas, Chief of Police at the Town of Horizon City's address below until such time as the Town of Horizon City provides another address for notice or point of contact in writing.

5.5 El Paso Animal Services will provide the Town of Horizon City's point of contact a weekly inventory of animals from the unincorporated areas of the Town of Horizon City and delivered to the Shelter either by the Town of Horizon City or by residents of the Town of Horizon City pursuant to Subsection 1.1.1.1 to this Agreement.

6. **PAYMENTS PURSUANT TO THIS AGREEMENT.** All payments submitted under this Agreement shall be made payable to the City of El Paso, Attn: Financial Services, P.O. Box 1890, El Paso, TX 79950-1890, or to the address provided by the City to the Town of Horizon City in writing in the event the City relocates without the need to formally amend this Agreement in the event of an address change. In addition to the compensation provided for herein, the City shall retain all proceeds received from inspection, permit, and animal registration fees collected in the Town of Horizon City. If a payment is not received by the City within thirty (30) days of delivery of the invoice, the City may charge the applicable interest rate under the Texas Prompt Payment Act, pursuant to Texas Government Code Chapter 2251. In the event that the Town of Horizon City accrues an arrearage on payment, the City Comptroller or any collection agency retained by the City to collect delinquent accounts may add a collection fee of 21% to the account receivable if owing to the City for more than sixty (60) days, pursuant to the El Paso City Code, Ordinance 14700.

7. **LAW GOVERNING CONTRACT.** For purposes of determining the law governing the same, this Agreement is entered into in the City and Town of Horizon City, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in El Paso County, Texas.

7.1 *Privileges and Immunities.* All privileges and immunities from liability, exemptions from laws, ordinances and rules, pension, relief, disability, worker's compensation, and other benefits which apply to the activities of officers, agents, or employees of the City when performing a function shall apply to such officers, agents, or employees to the same extent while engaged in the performance of any of their functions and duties under the terms and provisions of this Agreement.

7.2 *Governmental Function.* The Parties expressly agree that, in all things relating to this Agreement, the City is performing a governmental function, as defined by the Texas Tort Claims Act. The Parties further expressly agree that every act or omission of the City, which, in any way, pertains to or arises out of this Agreement falls within the definition of governmental function.

7.3 *Exclusion of Incidental and Consequential Damages.* Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, THE CITY WILL NOT BE LIABLE TO ANY OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM THE PARTY'S RIGHTS) FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND including lost profits, loss of business, or other economic damage, and further including injury to

property, mental anguish and emotional distress AS A RESULT OF BREACH OF ANY TERM OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CITY WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.

7.4 *Intentional Risk Allocation.* Each of the Parties acknowledges that the provisions of this Agreement were negotiated to reflect an informed, voluntary allocation between them of all risks (both known and unknown) associated with the transactions associated with this Agreement. The disclaimers and limitations in this Agreement are intended to limit the circumstances of liability. The remedy limitations, and the limitations of liability, are separately intended to limit the forms of relief available to the Parties.

8. **INDEPENDENT CONTRACTORS.** The City and the Town of Horizon City are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither the City nor the Town of Horizon City nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.

9. **TERMINATION.** This Agreement may be terminated in whole or in part by either party upon thirty days written notice to the other party at the following addresses, or at a new address as provided in writing to the nonmoving party by a party which has moved its physical location within thirty (30) days of said relocation without the necessity of amending this contract:

CITY: City of El Paso
Attn: City Manager
PO Box 1890
El Paso, Texas 79950-1890

TOWN OF HORIZON CITY: Town of Horizon City
14999 Darrington Road
Horizon City, 79928

10. **SEVERABILITY.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

11. **HEADINGS.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

12. **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and no amendment, modification or alteration of the terms shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

(Signature pages follow)

Signature page for the City of El Paso, Interlocal Agreement between the City of El Paso and the Town of Horizon City, Texas.

APPROVED this _____ day of _____, 20__.


CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Carlos L. Armendariz
Assistant City Attorney

APPROVED AS TO CONTENT:



Terry K. Kebschull, Director
Department of Animal Services

(Signatures continue on the following page)

Signature page for the Town of Horizon City, Interlocal Agreement between the
City of El Paso and the Town of Horizon City, Texas.

APPROVED this ____ day of _____, 20__.

TOWN OF HORIZON

Andres Renteria
Mayor Town of Horizon City

ATTEST:

APPROVED AS TO FORM:

Elvia Schuller
Town of Horizon City Clerk

Sylvia Firth
Town of Horizon City Attorney

Schedule C Proposal

Line No.	Department	Fee Description	Detail	FY23 Adopted	Proposed Change
1002	Animal Services	Municipal Contract Fees - Impoundment	Class A: Dog, Cat, Exotic, Ferret not requiring capture by division personnel, Each Animal	\$60	\$110
1003	Animal Services	Municipal Contract Fees - Impoundment	Class B: Goats, Sheep, Lambs, Pigs Sows, Shoats, Calves, Foals and Animals of the same Approximate Size and Weight, Each Animal	\$60	No Change
1004	Animal Services	Municipal Contract Fees - Impoundment	Class C: Horses, Ponies, Mules and Animals of Same Size and Weight, Each Animal	\$85	No Change
1005	Animal Services	Municipal Contract Fees - Impoundment	Class D: Exotic Animals: Requiring Capture by Division Personnel, Each Animal	\$85	No Change
1006	Animal Services	Municipal Contract Fees - Handling	Daily Fee Class A	\$18 per day	\$27 per day
1007	Animal Services	Municipal Contract Fees - Handling	Daily Fee Class B	\$23 per day	\$33 per day
1008	Animal Services	Municipal Contract Fees - Handling	Daily Fee Class C	\$23 per day	\$33 per day
1009	Animal Services	Municipal Contract Fees - Handling	Daily Fee Class D	\$23 per day	\$33 per day
1010	Animal Services	Municipal Contract Fees - Quarantine		\$18 per day	\$27 per day

TITLE 7 of the El Paso Municipal Code

7.12.020. Registration, vaccination, and microchips required.

A. Dogs, cats and ferrets shall be registered, vaccinated and have an implanted microchip as provided in this title.

1. No person who is a resident of the city shall have within the city for more than thirty days any dog, cat or ferret four months of age or older unless such dog, cat or ferret is currently registered with the program.
2. No person who is not a resident of the city shall have within the city any dog, cat or ferret for more than ninety days unless such dog, cat or ferret is currently registered with program.
3. No dog, cat or ferret shall be registered unless it has a current vaccination as is required by the director and an implanted microchip. A registration certificate and tag may be obtained from veterinarians who have obtained authority from the program to issue them, or from an employee at the center upon presentation of a certificate of current vaccination and evidence of microchip.
4. No person shall have within the city any dog, cat or ferret four months of age or older for more than ten days unless such dog, cat or ferret is currently vaccinated against rabies.
5. An ear tipped cat that has been processed through the trap-neuter-return protocol shall be exempt from the registration and microchip requirements of this chapter. A person who requests that the program implant a microchip into or register an ear tipped cat that has been processed through the trap-neuter-return protocol, shall pay the applicable fee authorized by City Council for said service.
6. All city contracts involving other municipalities or government entities must be consistent with the requirements of this chapter.



October 18, 2024

Presiding Officers of:

- Cities/Towns of El Paso County
- Independent School Districts of El Paso County
- El Paso Community College

Subject: Request EPCAD Nominee Ballot & Resolution – December 15, 2024

Dear Presiding Officer,

As a participating taxing unit with voting entitlement for the El Paso Central Appraisal District (EPCAD), you are required to select members for the EPCAD Board of Directors. Pursuant to Texas Property Tax Code §6.0301(c), the EPCAD Board consists of five directors appointed by the taxing units with voting entitlement, three directors elected by a majority vote during the general election for state and county officers by the voters of El Paso County, and the county assessor-collector, who serves as an ex-officio director.

The taxing units with voting entitlement must appoint five directors to serve on the EPCAD Board. Of these nominees:

- Two will serve a one-year term from January 1, 2025 to December 31, 2025, and
- Three will serve three-year terms from January 1, 2025 to December 31, 2027.

Taxing Entities with Voting Entitlement and Total Votes Allocated		
	Taxing Units	Total Votes Allocated
1	Anthony ISD	9
2	Canutillo ISD	179
3	City of El Paso	1941
4	City of San Elizario	6
5	City of Socorro	66
6	Clint ISD	99
7	El Paso ISD	965
8	EPCC	355
9	Fabens ISD	13
10	Horizon City	41
11	San Elizario ISD	12
12	Socorro ISD	837
13	Tornillo ISD	5
14	Town of Anthony	10
15	Town of Clint	4
16	Village of Vinton	5
17	Ysleta ISD	453

In accordance with the Texas Property Tax Code (TPTC), Sections 6.03(j), “Before October 30, the chief appraiser shall prepare a ballot, listing the candidates whose names were timely submitted under Subsections (g) and, if applicable, (h) or (i) alphabetically according to the first letter in each candidate's surname, and shall deliver a copy of the ballot to the presiding officer of the governing body of each taxing unit that is entitled to vote.”

TPTC Sections 6.03(k), “Except as provided by Subsection (k-1) the governing body of each taxing unit entitled to vote **shall determine its vote by resolution and submit it to the chief appraiser before December 15**. The chief appraiser shall count the votes, declare the five candidates who receive the largest cumulative vote totals elected, and submit the results before December 31 to the governing body of each taxing unit in the district and to the candidates.... The chief appraiser shall resolve a tie vote by any method of chance.”

TPTC Sections 6.03(k-1), “This subsection applies only to an appraisal district established in a county with a population of 120,000 or more. The governing body of each taxing unit entitled to cast at least five percent of the total votes **must determine its vote by resolution adopted at the first or second open meeting** of the governing body that is held after the date the chief appraiser delivers the ballot to the presiding officer of the governing body. The governing body **must submit its vote to the chief appraiser not later than the third day following the date** the resolution is adopted.”

We kindly request that you complete and return your ballots with the Resolution, selecting the directors and their respective terms, to EPCAD by mail or email using the provided contact information, no later than **December 15, 2024**.

Mailing Address:

El Paso Central Appraisal District
5801 Trowbridge Drive
El Paso, Texas 79925
Email: admin@epcad.org

If you have any questions or require further assistance, please feel free to contact any of the following individuals:

- Rick A. Medina, Director of Administrative Services
Phone: 915-780-2083
Email: ricmed@epcad.org
- David L. Stone, Deputy Chief Appraiser
Phone: 915-780-2077
Email: davstone@epcad.org
- Dinah L. Kilgore, Executive Director/Chief Appraiser
Phone: 915-780-2003
Email: admin@epcad.org

Thank you for your prompt attention to this important matter and for your continued support in ensuring the effective governance of EPCAD.

Sincerely,



Dinah Kilgore, RPA
Executive Director/Chief Appraiser

El Paso Central Appraisal District Board of Director Member Ballot

Entity Name: Horizon City Entitled Votes: 41

Five directors are **appointed** by the taxing units with voting entitlement.

Of these five appointees:

Two will serve a one-year term: January 1, 2025 - December 31, 2025.

Three will serve a three-year term: January 1, 2025 – December 31, 2027.

Mark your choice(s) with an "X" inside the box next to the candidate's name, select a term of office, and number of votes to each candidate.

This completed ballot must be accompanied by a 'Resolution' stating the number of assigned votes per nominee.

Ballot				
	Candidate Name	One-Year Term	Three-Year Term	Number of Votes to Candidate
<input type="checkbox"/>	Tanny Berg	<input type="checkbox"/>		
<input type="checkbox"/>	Sergio Coronado	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Shane Haggerty		<input type="checkbox"/>	
<input type="checkbox"/>	Jack Loveridge	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Walter Miller	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Jackie York		<input type="checkbox"/>	

Completed By:

Print Name:

Position:

Email Address:

Contact Phone Number:

Date:

RESOLUTION
TOWN OF HORIZON CITY, TEXAS

The City Council of the Town of Horizon City, Texas hereby reappoints Walter L. Miller to serve as a voting member on the El Paso Central Appraisal District Board of Directors to represent the Town of Horizon City for an additional term of office.

ADOPTED AND APPROVED September 10, 2024.

TOWN OF HORIZON CITY

By: _____
Andres Renteria, Mayor

ATTEST:

By: _____
Elvia Schuler, City Clerk

APPROVED AS TO FORM:

By: _____
Sylvia Borunda Firth
Assistant City Attorney



November 7, 2024

Honorable Mayor Andres Renteria
Town of Horizon City
14999 Darrington Road
Horizon City, Texas 79928

Re: Subdivision Acceptance—Darrington Road and Claret Cup Road-Traffic Signal

Dear Mayor Renteria,

As of November 7, 2024, the improvements for the traffic signal referenced above have been completed. As Town Engineer, Huitt-Zollars recommends the final acceptance of the subdivision and the public improvement.

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

Sincerely,

HUITT-ZOLLARS, INC.

A handwritten signature in blue ink that reads 'Roxanna R. Medina, PE'.

Roxanna R. Medina, PE
Project Manager

CC: Eduardo Garcia—Interim Director of Planning, Town of Horizon City
Arturo Rubio—Chief Planner, Town of Horizon City
Albert Valle, CFM—Public Works Director, Town of Horizon City
Elvia Schuller—City Clerk, Town of Horizon City
Robert Romero, PE—TRE & Associates, Inc.

Bond # LICX1980439

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we SDC Development, LTD

as Principal, and Lexon Insurance Company

, as Surety, are held

and firmly bound unto Town of Horizon City

as Oblige, in the penal sum of forty one thousand nine hundred eleven dollars & 80/100 \$ 41,911.80

to which payment well and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a contract with the Town of Horizon City

dated November 5, 2024

for Darrington Rd. & Claret Cup Pl. Traffic Signalization

WHEREAS, said contract provides that the Principal will furnish a bond conditioned to guarantee for the period of One year(s) after the Notice of Acceptance is issued by the Oblige for an individual unit or from and after SUBSTANTIAL COMPLETION, whichever is less, by the owner, against all defects In workmanship and materials which may become apparent during said period, and

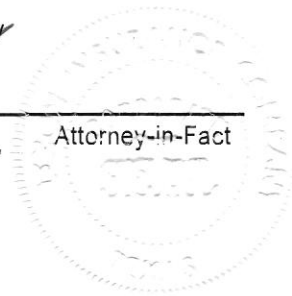
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the Principal shall indemnify the Oblige for all loss that the Oblige may sustain by reason of any defect in equipment, material or workmanship which may be discovered during the period of 1 (one) years from and after the Notice of Acceptance is issued by the Oblige for an individual unit or from and after SUBSTANTIAL COMPLETION, whichever is less, but in no event less than 1 (one) years, then this obligation shall be void, otherwise to remain in full force and effect. Provided however the surety and principal acknowledge the units to be covered under the bond are referenced under Attachment "A".

SIGNED, SEALED AND DATED

November 5, 2024

Principal: SDC Development, LTD
by [Signature] (L.S.)

Surety Lexon Insurance Company
by [Signature]
Paul D. Gilcrease, Attorney-in-Fact



KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation, a Delaware corporation ('EAC'), Endurance American Insurance Company, a Delaware corporation ('EAIC'), Lexon Insurance Company, a Texas corporation ('LIC'), and/or Bond Safeguard Insurance Company, a South Dakota corporation ('BSIC'),** each, a "Company" and collectively, "**Sompo International,**" do hereby constitute and appoint: **Irma Herrada, John M. Rindt, Paul D. Gilcrease, Sal Beltran**

as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million (\$100,000,000.00)**

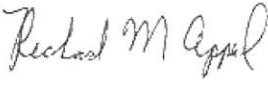
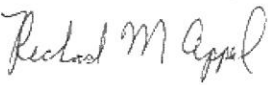
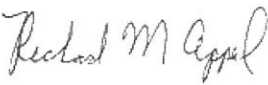
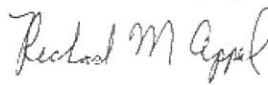
Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

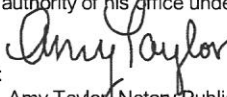
IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

<p>Endurance Assurance Corporation</p>  <p>By: Richard Appel; SVP & Senior Counsel</p>	<p>Endurance American Insurance Company</p>  <p>By: Richard Appel; SVP & Senior Counsel</p>	<p>Lexon Insurance Company</p>  <p>By: Richard Appel; SVP & Senior Counsel</p>	<p>Bond Safeguard Insurance Company</p>  <p>By: Richard Appel; SVP & Senior Counsel</p>
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ACKNOWLEDGEMENT

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: 
Amy Taylor, Notary Public – My Commission Expires 3/9/27




CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified:
"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO,
and be it further
RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 5th day of November, 2024

By: 
Daniel S. Lude, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**
The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website – <https://www.treasury.gov/resource-center/sanctions/SDN-List>.
In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

POLICYHOLDER / BONDHOLDER NOTICE

TEXAS - IMPORTANT NOTICE

To obtain information or make a complaint:
You may call the company's telephone number for
information or to make a complaint at:

1-615-553-9500

You may write the Company at:

**Lexon Insurance Company
12890 Lebanon Road
Mt. Juliet, TN 37122-2870**

You may contact the Texas Department of
Insurance to obtain information on companies,
coverages, rights or complaints at:

1-800-252-3439

You may write the

Texas Department of Insurance
PO Box 149104
Austin, TX 78714-9104
FAX# (512) 490-1007

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES: Should you have a
dispute concerning your premium or about a claim
you should contact the company first. If the dispute
is not resolved, you may contact the Texas
Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice
is for information only and does not become a part
or condition of the attached document.

TEXAS - AVISO IMPORTANTE

Para obtener informacion o para someter una
queja:
Usted puede llamar al numero de telefono de la
compania para informacion o para someter una
queja al:

1-615-553-9500

Usted tambien puede escribir a:

**Lexon Insurance Company
12890 Lebanon Road
Mt. Juliet, TN 37122-2870**

Puede comunicarse con el Departamento de
Seguros de Texas para obtener informacion acerca
de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al

Departamento de Seguros de Texas
PO Box 149104
Austin, TX 78714-9104
FAX# (512) 490-1007

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene
una disputa concerniente a su prima o a un
reclamo, debe comunicarse con la compania
primero. Si no se resuelve la disputa, puede
entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo
para proposito de informacion y no se convierte en
parte o condicion del documento adjunto.



November 06, 2024

Honorable Mayor Andres Renteria
Town of Horizon City
14999 Darrington Road
Horizon City, Texas 79928

Re: Subdivision Acceptance—Horizon Town Center Unit 4

Dear Mayor Renteria,

As of November 4, 2024, the improvements for the subdivision referenced above have been completed. As Town Engineer, Huitt-Zollars recommends the final acceptance of the subdivision and the public improvement.

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

Sincerely,

HUITT-ZOLLARS, INC.

A handwritten signature in blue ink that reads 'Roxanna R. Medina, PE'.

Roxanna R. Medina, PE
Project Manager

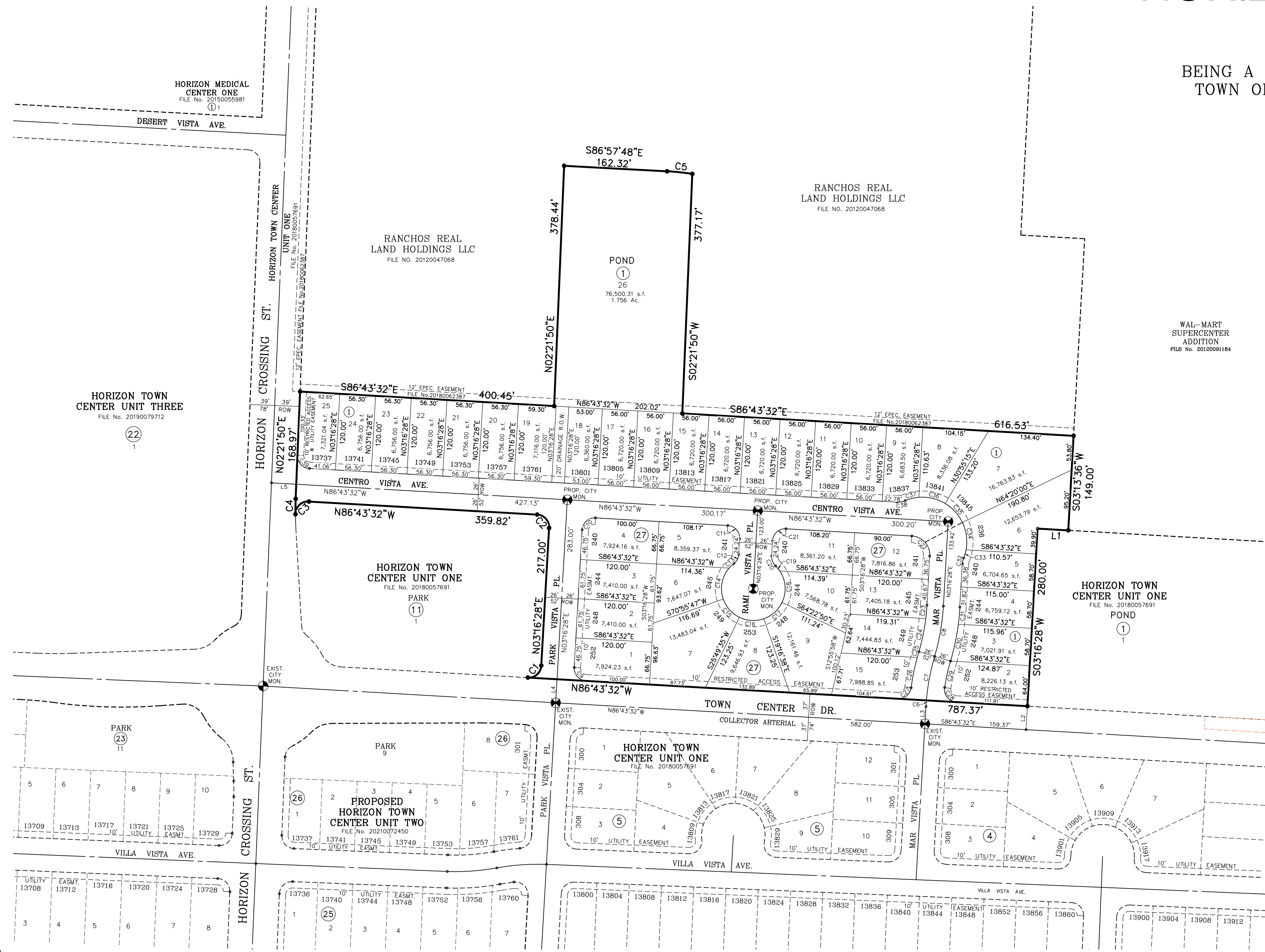
CC: Eduardo Garcia—Interim Director of Planning, Town of Horizon City
Arturo Rubio—Chief Planner, Town of Horizon City
Albert Valle, CFM—Public Works Director, Town of Horizon City
Elvia Schuller—City Clerk, Town of Horizon City

HORIZON TOWN CENTER UNIT FOUR

BEING A PORTION OF C.D STEWART SURVEY NO. 321,
TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS
CONTAINING: 11.073 ACRES

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	20.00'	31.42'	20.00'	28.28'	N48°16'28"E	90°00'00"
C2	20.00'	31.42'	20.00'	28.28'	N41°43'32"W	90°00'00"
C3	20.00'	32.71'	21.34'	29.18'	S46°25'24"W	93°42'09"
C4	500.00'	24.36'	12.18'	24.36'	N0°58'05"E	2°47'31"
C5	375.00'	39.79'	19.92'	39.78'	S83°55'23"E	6°04'49"
C6	350.00'	9.75'	4.87'	9.75'	S4°04'21"W	1°35'45"
C7	350.00'	70.62'	35.43'	70.50'	S10°39'02"W	11°33'38"
C8	350.00'	80.37'	40.36'	80.19'	N9°51'10"E	13°09'22"
C9	20.00'	31.42'	20.00'	28.28'	S41°43'32"E	90°00'00"
C10	20.00'	31.42'	20.00'	28.28'	N48°16'28"E	90°00'00"
C11	20.00'	31.42'	20.00'	28.28'	N41°43'32"W	90°00'00"
C12	20.00'	17.08'	9.10'	16.56'	N27°44'00"E	48°55'04"
C13	50.00'	10.20'	5.12'	10.18'	S46°20'54"W	11°41'17"
C14	50.00'	51.99'	28.62'	49.68'	S10°43'01"W	59°34'28"
C15	50.00'	39.36'	20.76'	38.30'	S41°37'19"E	45°06'12"
C16	50.00'	39.36'	20.76'	38.30'	S86°43'32"E	45°06'12"
C17	50.00'	39.36'	20.76'	38.30'	N48°10'16"E	45°06'12"
C18	50.00'	51.99'	28.62'	49.68'	N41°04'4"W	59°34'28"
C19	50.00'	10.20'	5.12'	10.18'	N39°47'57"W	11°41'17"
C20	20.00'	17.08'	9.10'	16.56'	S21°11'03"E	48°55'04"
C21	20.00'	31.42'	20.00'	28.28'	S48°16'28"W	90°00'00"
C22	30.00'	47.12'	30.00'	42.43'	N41°43'32"E	90°00'00"
C23	324.00'	21.09'	10.55'	21.09'	N5°08'22"E	3°43'48"
C24	324.00'	53.30'	26.71'	53.24'	N11°43'03"E	9°25'35"
C25	376.00'	9.30'	4.65'	9.30'	S15°43'19"W	1°25'03"
C26	376.00'	48.76'	24.42'	48.73'	S11°17'52"W	7°25'51"
C27	20.00'	29.91'	18.55'	27.20'	N50°25'43"E	80°41'31"
C28	20.00'	33.38'	22.06'	29.64'	S38°55'04"E	95°56'55"
C29	324.00'	42.64'	21.35'	42.61'	S12°39'37"W	7°32'27"
C30	376.00'	59.43'	29.78'	59.37'	N11°54'09"E	93°57'24"
C31	376.00'	26.90'	13.44'	26.90'	N5°19'28"E	4°05'58"
C32	30.00'	9.30'	4.65'	9.49'	S12°22'19"W	18°11'42"
C33	70.00'	15.30'	6.67'	15.28'	N16°01'31"E	10°53'18"
C34	70.00'	44.29'	22.91'	43.55'	N7°32'34"W	36°14'52"
C35	70.00'	40.82'	21.01'	40.25'	N43°27'23"W	33°24'45"
C36	70.00'	44.18'	22.86'	43.45'	N7°09'41"W	36°09'50"
C37	70.00'	21.17'	10.66'	21.08'	S76°05'41"W	17°19'22"
C38	30.00'	13.53'	6.88'	13.42'	N80°21'13"E	25°50'31"
C39	20.00'	31.10'	19.68'	28.06'	S42°10'51"E	89°05'22"

LINE TABLE		
LINE	LENGTH	BEARING
L1	48.31'	N86°43'32"W
L2	37.00'	N31°16'28"E
L3	27.25'	N31°16'28"E
L4	37.00'	N31°16'28"E
L5	39.00'	N86°43'32"W



METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of C.D Stewart Survey No. 321, Town of Horizon City, El Paso County, Texas, and being more particularly described by metes and bounds as follows: Commencing for reference at an existing brass disk City Monument at the centerline intersection of Town Center Dr. and Mar Vista Pl. from which an existing brass disk City Monument at the centerline intersection of Town Center Dr. and Park Vista Pl. bears South 86°43'32" East a distance of 582.00 feet; thence along Town Center Dr. centerline, South 86°43'32" East a distance of 159.37 feet to a point; thence leaving said centerline North 02°16'28" East a distance of 37.00 feet to a point on the northern right-of-way line of Town Center Dr.; also northern boundary line of Horizon Town Center Unit One, Recorded in Clerks File No. 20180057691, Real Property Records of El Paso County, Texas for the "True Point of Beginning";

Thence continuing along said boundary line and right-of-way line, North 86°43'32" West a distance of 787.37 feet to a point of curve;

Thence continuing said boundary line the following 5 courses

- 31.42 feet along the arc of a curve to the left which has a radius of 20.00 feet on interior angle of 90°00'00" a chord which bears North 48°16'28" East a distance of 28.28 feet to a point;
- North 03°16'28" East a distance of 217.00 feet to a point of curve;
- 31.42 feet along the arc of a curve to the left which has a radius of 20.00 feet on interior angle of 90°00'00" a chord which bears North 41°43'32" West a distance of 28.28 feet to a point;
- North 86°43'32" West a distance of 359.82 feet to a point of curve;
- 32.71 feet along the arc of a curve to the left which has a radius of 20.00 feet on interior angle of 93°42'09" a chord which bears South 46°25'24" West a distance of 29.18 feet to a point on the easterly right-of-way line of Horizon Crossing St.;

Thence leaving said boundary line and going said right-of-way line, 24.36 feet along the arc of a curve to the left which has a radius of 500.00 feet on interior angle of 02°47'31" a chord which bears North 0°58'05" East a distance of 24.36 feet to a point;

Thence continuing said right-of-way line, North 02°21'50" East a distance of 168.97 feet to a point;

Thence leaving said right-of-way line, South 86°43'32" East a distance of 400.45 feet to a point;

Thence, North 02°21'50" East a distance of 378.44 feet to a point;

Thence, South 86°57'48" East a distance of 162.32 feet to a point of curve;

Thence, 39.79 feet along the arc of a curve to the right which has a radius of 375.00 feet on interior angle of 06°04'49" a chord which bears South 83°55'23" East a distance of 39.78 feet to a point;

Thence, South 02°21'50" West a distance of 377.17 feet to a point;

Thence, South 86°43'32" East a distance of 616.53 feet to a point;

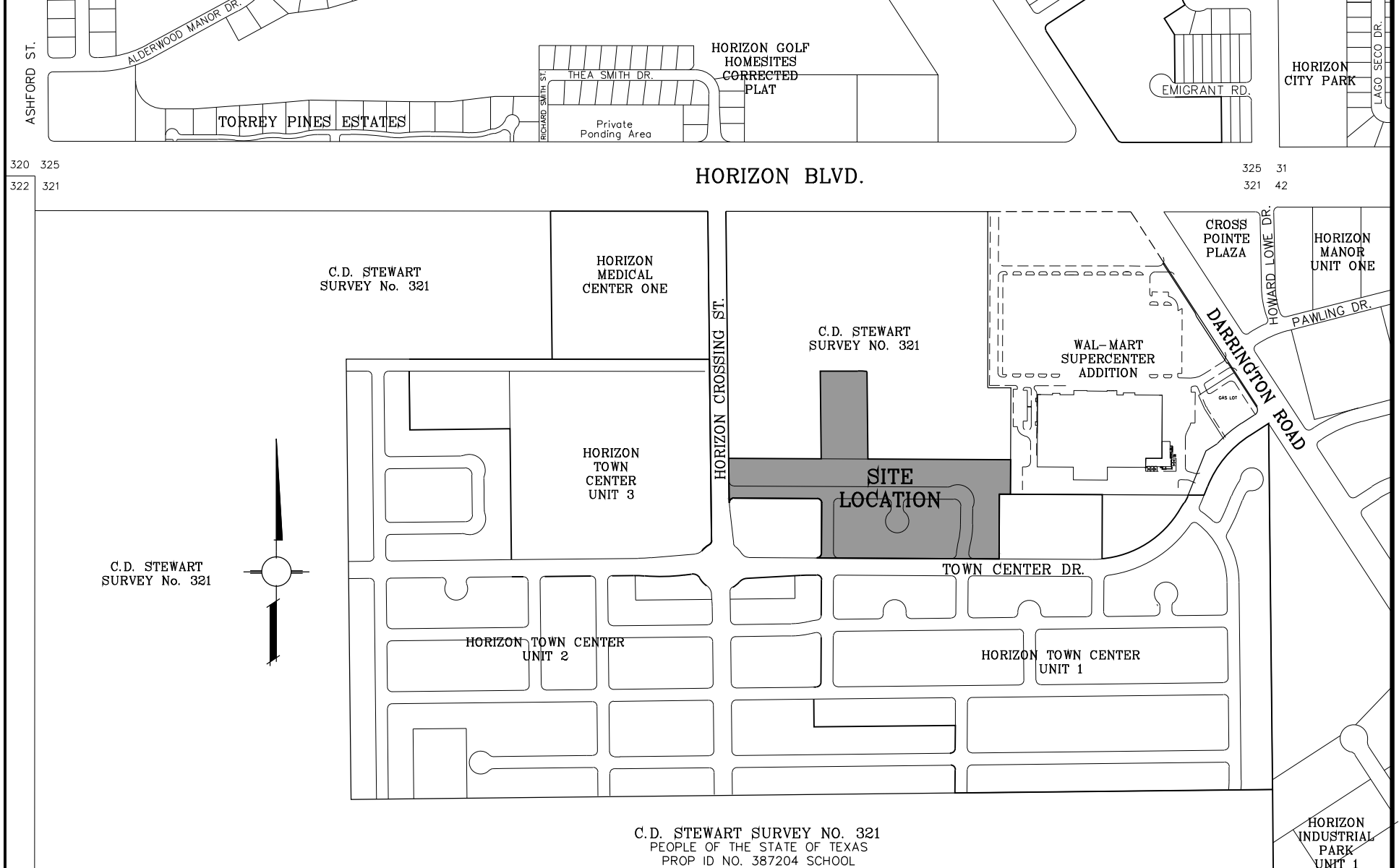
Thence, South 03°13'36" West a distance of 149.00 feet to a point;

Thence, North 86°43'32" West a distance of 48.31 feet to a point;

Thence, South 03°16'28" West a distance of 280.00 feet to the "TRUE POINT OF BEGINNING" and containing 482,318.23 Square Feet or 11.073 acres of land more or less.

- NOTES:**
- TAX CERTIFICATE FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORDS SECTION.
INSTRUMENT No. _____ DATE _____
 - RESTRICTIVE COVENANTS FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORDS SECTION.
INSTRUMENT No. _____ DATE _____
 - VEHICULAR ACCESS TO THOSE RESIDENTIAL LOTS ADJACENT TO TOWN CENTER DR. AND HORIZON CROSSING ST. SHALL BE FROM OTHER DEDICATED STREETS ONLY. THE INSTRUMENT ASSURING RELEASE OF ACCESS IS FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORDS SECTION.
INSTRUMENT No. _____ DATE _____
 - LOT CORNERS WILL BE SET UPON COMPLETION OF CONSTRUCTION OF ROADWAYS AND UTILITIES.
 - "U.S. POSTAL SERVICE DELIVERY WILL BE PROVIDED THROUGH NEIGHBORHOOD DELIVERY AND COLLECTION BOX UNITS".
 - SET 1/2" REBAR WITH CAP MARKED TX 5152 AT ALL EXTERIOR BOUNDARY CORNERS UNLESS OTHERWISE NOTED.
 - ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY PANELS NO 480212-2508 AND 2378, DATED SEPTEMBER 4, 1991 PROPERTY IS IN FLOOD HAZARD ZONE X.
 - BEARINGS BASED ON THE MONUMENTS FOUND ALONG THE CENTERLINE OF TOWN CENTER DR., RECORDED IN THE PLAT OF HORIZON TOWN CENTER UNIT ONE, FILE NO. 20180057691, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS.
 - NO ROADS WILL BE MAINTAINED BY THE TOWN UNTIL PAVED BY THE SUBDIVIDER OR PROPERTY OWNER AND LEGALLY APPROVED AND ACCEPTED BY THE TOWN (SECTION 4.9.1.7, SUBDIVISION ORDINANCE #35)
 - PROVIDED CERTIFICATION THAT ALL UTILITIES HAVE APPROVED LOCATIONS OF EASEMENTS AND THAT SERVICE WILL BE PROVIDED TO DEVELOPMENT.
 - ENSURE THAT PLAT COMPLIES WITH TBPLS REQUIREMENTS.
 - WATER, SEWER, ELECTRIC AND GAS UTILITIES WILL BE AVAILABLE.

LOCATION MAP 1" = 600'



SCHOOL DISTRICT
SOCORRO INDEPENDENT SCHOOL DISTRICT
12300 EASTLAKE DRIVE

TOTAL RESIDENTIAL LOTS
39

PRINCIPAL CONTACTS:

Name	Address	City & Zip	Phone	Fax
OWNER: DOUGLAS A. SCHWARTZ	6080 SURETY DR. STE 300	EL PASO COUNTY, TEXAS 79905	(915) 592-0290	
ENGINEER: YVONNE C. CURRY	6080 SURETY DR. STE 100	EL PASO, TX. 79905	(915) 592-0283 (915) 592-0286	
SURVEYOR: RON R. CONDE	6080 SURETY DR. STE 100	EL PASO, TX. 79905	(915) 592-0283 (915) 592-0286	

DATE OF PREPARATION: JULY 08, 2021

CONDE INC.
ENGINEERING & PLANNING
C/O SURVEYING & CAD
6080 SURETY DR. STE 100
EL PASO, TEXAS 79905
PHONE: (915) 592-0283
FAX: (915) 592-0286 (915) 592-0286

DEDICATION

RANCHOS REAL XV, L.L.C., property owners of this land, hereby presents this plat and dedicates to the use of the public, the streets, drives, pond, drainage R.O.W., and utility easements, as hereon laid down and designated, including easements for overhead of service wires for pole type utilities, and buried service wires, conduits and pipes for underground utilities, and the right to ingress and egress for service and construction and the right to trim interfering trees and shrubs.

Witness my signature this _____ day of _____, 2021.

By: RANCHOS REAL XV, L.L.C.
Douglas A. Schwartz, Manager

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF EL PASO

Before me, the undersigned authority, on this day personally appeared Douglas A. Schwartz, Manager of RANCHOS REAL XV, L.L.C., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of said corporation for the purpose and considerations herein expressed.

Given under my hand and seal of office this _____ day of _____, 2021.

Notary Public in and for El Paso County My Commission Expires _____

TOWN OF HORIZON CITY CITY COUNCIL

This subdivision is hereby approved as to the platting and as to the conditions of the dedication in accordance with Chapter 212 of the Local Government Code of Texas, this _____ day of _____, 2021.

Accepted and adopted by the City Council of Town of Horizon City this _____ day of _____, 2021.

Elvio Schuller, City Clerk Ruben Mendoza, Mayor

Approved for filing this _____ day of _____, 2021.

Huitt-Zollars Inc. (Town Engineer)
By: Isabel Vasquez, P.E.

FILING

Filed and recorded in the office of the County Clerk of El Paso County, Texas, this _____ day of _____, 2021, A.D. in Volume _____ of the Plat Record, Page _____

File No. _____

County Clerk By Deputy

Prepared by and under the supervision of: YVONNE CONDE CURRY, P.E.
Registered Professional Engineer
Registration No. 64648

This plat represents a survey made on the ground by me or under my supervision and complies with the current Texas Board of Professional Land Survey Professional and Technical Standards.

Ron R. Conde
Registered Professional Land Surveyor
Texas License No. 5152

ONE YEAR MAINTENANCE BOND

Bond No. CNB-44058-00

KNOW ALL MEN BY THESE PRESENTS:

THAT, Ranchos Real XV, LLC of the City of _____, State of _____, as Principal, and INSURORS INDEMNITY COMPANY, a corporation organized under laws of the State of Texas, as Surety, are held and firmly bound onto City of Horizon City, as Obligee, in the sum of Forty-One Thousand Seven Hundred and Thirteen Dollars and Ninety-Five Cents (\$ 41,713.95), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, on the 20th day of December, 2021, the Principal entered into a contract to construct Street drainage improvements for the Horizon Town Center Unit Four, Texas for the sum of Four Hundred and Seventeen Thousand One Hundred and Thirty-Nine Dollars and Fifty Cents (\$ 417,139.50); and

WHEREAS, under the terms of the specifications for said work, the said Principal is required to give a bond for 10 % of the value of said improvements or Forty-One Thousand Seven Hundred and Thirteen Dollars and Ninety-Five Cents (\$ 41,713.95) to protect the Obligee against the result of faulty materials or workmanship for a period of thirteen months (13 months) from the date of execution of this bond, or for a period of one (1) year from the date of the completion and acceptance of same, whichever event occurs first.

NOW, THEREFORE, if the said Principal shall for a period of thirteen months (13 months) from the date of execution of this bond, or for a period of one (1) year from the date of the completion and acceptance of same, whichever event occurs first, by said Obligee replace any and all defects arising in said work whether resulting from defective materials or defective workmanship, the above obligations shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that any suit under this bond must be filed within two years (2 years) and a day of the end of the warranty period.

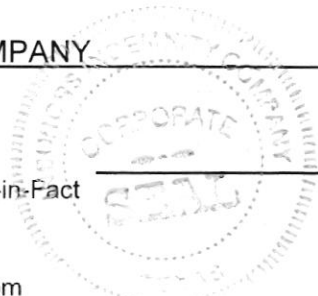
SIGNED, SEALED AND DATED this 30th day of September, 2024.

PRINCIPAL: Ranchos Real XV, LLC

By: [Signature] (Seal)
(title) MANAGER

INSURORS INDEMNITY COMPANY

By: [Signature] (Seal)
Anthony Landavazo, Attorney-in-Fact



**POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY
Waco, Texas**

KNOW ALL PERSONS BY THESE PRESENTS:

Number: CNB-44058-00

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of Texas, and authorized and licensed to do business in the State of Texas and the United States of America, does hereby make, constitute and appoint

Anthony Landavazo of the City of El Paso, State of TX

as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to-wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; Indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company.

INSURORS INDEMNITY COMPANY

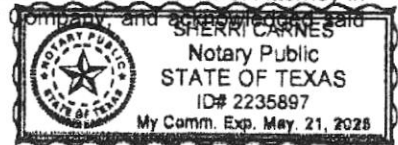
Attest: Tammy Tieperman
Tammy Tieperman, Secretary

By: Dave E. Talbert
Dave E. Talbert, President

State of Texas
County of McLennan

On the 11th day of November, 2014, before me a Notary Public in the State of Texas, personally appeared Dave E. Talbert and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as President, and Corporate Secretary, respectively, of Insurors Indemnity Company, and acknowledged said Power of Attorney to be the voluntary act and deed of the Company.

Sherril Carnes
Notary Public, State of Texas



Insurors Indemnity Company certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on November 11, 2014:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the Company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on November 11, 2014, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Witness Whereof, I have set my hand and the seal of INSURORS INDEMNITY COMPANY on this 30th day of September, 2024.

Tammy Tieperman
Tammy Tieperman, Secretary

NOTE: IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY, PLEASE CALL 800 933 7444 OR WRITE TO US AT P. O. BOX 32577, WACO, TEXAS 76703 OR EMAIL US AT BONDDEPT@INSURORSINDEMNITY.COM.

IMPORTANT NOTICE - AVISO IMPORTANTE

To obtain information or make a complaint:

You may call Insurors Indemnity Company's toll-free telephone number for information or to make a complaint at:

1-877-816-2800

You may also write to Insurors Indemnity Company at:

P.O. Box 32577
Waco, TX 76703-4200
Or
225 South Fifth Street
Waco, TX 76701

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance at:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Insurors Indemnity Company's para informacion o para someter una queja al

1-877-816-2800

Usted tambien puede escribir a Insurors Indemnity Company:

P.O. Box 32577
Waco, TX 76703-4200
O
225 South Fifth Street
Waco, TX 76701

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concemiente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

TOWN OF HORIZON CITY
RESOLUTION

WHEREAS, Section 1.02.062 of the Town of Horizon City Code of Ordinances authorizes the City Council to set the amount of an established fee by identifying a fee that is created, set, set forth, specified, established, adopted, listed, scheduled or authorized in the Horizon City Municipal Code or any ordinance of city for any city service, application, permit or license provided or issued by the city, or is a fee, cost or special expense charged by the city, and setting the amount or a new amount for such fee through a schedule as part of an ordinance adopting a city budget or as a schedule adopted as a resolution of the council;

WHEREAS, such established fees, in the amount established herein shall apply to the identified fee for a city service or application, permit or license issued by the city, or for a fee, cost or special expense charged by the city, beginning on the effective of the duly adopted by resolution of the council;

WHEREAS, in accordance with Section 1.02.063 of the Town of Horizon City Code of Ordinances all established fees set by this Resolution shall apply and control over any different specified amount of an established fee previously set or contained within the annual budget ordinance of the city;

WHEREAS, any fee specified within the Town of Horizon City Code of Ordinances, or another ordinance of the city that is not specified in this Resolution shall remain in full force and effect as provided in the Town of Horizon City Code of Ordinances or in such other ordinance; and

WHEREAS, when an established fee has been set in a schedule adopted by resolution of the council and is later revised or changed in a budget ordinance or later resolution of the council, the most recently adopted established fee as set forth in such budget ordinance or later resolution shall control.

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

That the amounts specified on the **Schedule of Fees** attached to this Resolution as **Attachment “A”** shall be effective on the date this Resolution is duly adopted by the City Council and shall remain in full force and effect until such time as they are amended or repealed by the City Council.

Passed, effective and approved the ____ day of _____, 2024.

TOWN OF HORIZON CITY

By: _____
Andres Renteria, Mayor

ATTEST:

By: _____
Elvia Schuller, City Clerk

APPROVED AS TO FORM:

By: _____
**Sylvia Borunda Firth
Assistant City Attorney**

Schedule of Fees

Exhibit A

Code Section/Dept.	Fee Description	Detail	Horizon City Fees
Article 1.08	Vacation of Public Easement or Right-of-Way		
Article 1.03	Vacation	Easement	\$1,500
1.08.006	Vacation	Right-of-Way	\$1,500
Article 1.10	Parks and Recreation		
	Ballfield Use	Baseball / Softball	HC Resident: \$5 per hour / Non Resident: \$7.50 per hour (Quarterly Reservation)
	Ballfield Use	Soccer / Multipurpose	HC Resident: \$5 per hour / Non Resident: \$7.50 per hour (Quarterly Reservation)
	Ballfield Use	Off Reservation	HC Resident: \$10 per hour / Non Resident: \$15 per hour (Quarterly Reservation)
Article 1.03	Board, Commities and Commisions		
Division 3	Board of Adjustemnt		
1.03.065	Variance application	Application fee-residential (Flat Fee)	\$600
1.03.065	Variance application	Application fee-commercial (Flat Fee)and manufacturing. (Flat Fee)	\$1,000
1.03.065	Variance application	Application fee Sign Variance (Flat Fee)	\$1,500
Chapter 3 Building Regulations			
Article 3.04	Landscaping		
3.04.031	Landscaping Permit Commercial and Residential	Flat Fee	\$140

Article 3.05	Construction Grading		
3.05.040	Grading permit/clearing	0 up to 5 acres, clearing permit	\$50.00
3.05.040	Grading permit/clearing	5 up to 10 acres, clearing permit	\$60.00
3.05.040	Grading permit/clearing	10 up to 20 acres, clearing permit	\$70.00
3.05.040	Grading permit/clearing	20 up to 30 acres, clearing permit	\$80.00
3.05.040	Grading permit/clearing	30 up to 40 acres, clearing permit	\$90.00

3.05.040	Grading permit/clearing	40 up to 50 acres, clearing permit	100
3.05.040	Grading permit/clearing	50 and over acres, clearing permit	\$110.00
3.05.040	Grading permit	0 up to 5 acres, pre-final grading permit	\$100.00
3.05.040	Grading permit	5 up to 10 acres, pre-final grading permit	\$120.00
3.05.040	Grading permit	10 up to 20 acres, pre-final grading permit	\$140.00
3.05.040	Grading permit	20 up to 30 acres, pre-final grading permit	\$160.00
3.05.040	Grading permit	30 up to 40 acres, pre-final grading permit	\$180.00
3.05.040	Grading permit	40 up to 50 acres, pre-final grading permit	\$200.00
3.05.040	Grading permit	50 and over acres, clearing permit	\$220.00
3.05.040	Grading permit	0 up to 5 acres, final grading permit	\$250.00
3.05.040	Grading permit	5 up to 10 acres, final grading permit	\$300.00
3.05.040	Grading permit	10 up to 20 acres, final grading permit	\$350.00
3.05.040	Grading permit	20 up to 30 acres, final grading permit	\$400.00
3.05.040	Grading permit	30 up to 40 acres, final grading permit	\$450.00
3.05.040	Grading permit	40 up to 50 acres, final grading permit	\$500.00
3.05.040	Grading permit	50 and over acres, final grading permit	\$550.00
3.05.040	Borrow or Waste		\$300.00

Article 3.06	Streets and Sidewalks		
3.06.183	Driveway construction permit/relocation or alteration	0-15 lineal feet, driveway width	\$50 plus applicable technology fee
3.06.183	Driveway construction permit/relocation or alteration	16-25 lineal feet, driveway width	\$50 plus applicable technology fee
3.06.183	Driveway construction permit/relocation or alteration	26-35 lineal feet, driveway width	\$50 plus applicable technology fee
3.06.183	Driveway construction permit/relocation or alteration	Over 35 lineal feet, driveway width	\$50 plus applicable technology fee
3.06.246(a)(1)	Pavement cut/excavation permit	Pavement cut permit (includes up to 3 inspections)	\$65.00
3.06.246(a)(4)	Pavement cut/excavation permit	Pavement cut permit extension	\$26.00
3.06.246(a)(5)	Pavement cut/excavation permit	Additional inspection fee	\$30.00 per inspection

3.06.246(a)(6)	Pavement cut/excavation permit	After hours inspection fee, weekend inspections (Sat. & Sun.) will require payment by the contractor of a minimum of 2 hours. If inspection is over 2 hours, fee will be the actual hours worked or portion thereof	\$45.00 per hour
Chapter 4			
Business Regulations			
Article 4.02	Business Registration, Licenses and Permits		
4.02.004	Business registration	Base fee: General businesses	\$75
4.02.004	Business registration	Base fee: Trash haulers	\$250
4.02.004	Business registration	Supplementary fee: Food establishments	\$75
4.02.004	Business registration	Supplementary fee: Businesses handling hazardous materials	\$50

4.02.004	Business registration	Late Fee—Backcharge. Registration submitted 60 days. Backcharge will apply for previous years if applicable.	\$30 + applicable fees
4.02.004	Business registration	Discount for early payment	For renewal of registration prior to
4.02.004	Business registration	Contractor's registration by a governmental entity	expiration, 20% discount No permit fee required/exempted
4.02.004	Fees for contractors	Base fee: contractors	\$75
4.02.004	Fees for contractors	Amending a registration to add subcontractors or make changes regarding listings.	\$40
4.02.007	License/permit alcoholic beverages	Class of license or permit: [Texas Alcoholic Beverage Code ("TABC")], as follows:	
		AW - Manufacturer's Agent's Warehousing Permit	\$750.00
		BB - General Distributor's License	\$300.00
		BC - Branch Distributor's License	\$75.00

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		BE - Retail Dealer's On Premise License	\$150.00
		BF - Retail Dealer's Off Premise License	\$60.00
		BG - Wine And Malt Beverage Retailer's Permit	\$175.00
		BQ - Wine And Malt Beverage Retailer's Off Permit	\$60.00
		BW - Brewer's License	\$1,500.00
		BP - Brewer Pub License	\$500.00

		D - Distiller's & Rectifier's Permit	\$1,500.00
		G - Winery Permit	\$75.00
		J/JD - Bonded Warehouse Permit	\$150.00
		LP - Local Distributor's Permit	\$100.00
		MB - Mixed Beverage Permit And Mixed Beverage w/ Food & Beverage Certificate (FB) Required (MB) - Original	EXEMPT
		MB - Mixed Beverage Permit And Mixed Beverage w/ Food & Beverage Certificate (FB) Required (MB) - 1st Renewal	\$1,250.00
		MB - Mixed Beverage Permit And Mixed Beverage w/ Food & Beverage Certificate (FB) Required (MB) - 2nd Renewal	\$1,500.00
		MB - Mixed Beverage Permit And Mixed Beverage w/ Food & Beverage Certificate (FB) Required (MB) - 3rd & Subsequent Renewals	\$750.00
		P - Package Store Permit	\$500.00
		PR - Promotional Permit	\$300.00
		Q - Wine Only Package Store Permit	\$75.00
		S - Nonresident Seller's Permit	\$150.00
		SD - Brewer's Self-Distribution License	\$600.00
		W - Wholesaler's Permit	\$1,875.00
		WD - Water Park Permit	\$30.00
		X - General Class B Wholesaler's Permit	\$300.00

		Retail dealer's on-premise late hours license (beer), as defined by Chapter 70 of the TABC.	\$500.00
		Alcohol Prohibition Waiver	\$250
4.03	Peddlers, Solicitors, Canvassers and Vendors		
4.03.042	Vendor's license	Vendor	\$100 for a 120 day license or \$250 for a
4.03.042	Vendor's license	Mobile food vendor	one year license \$100 for a 120 day license or \$250 for a
4.03.042	Vendor's license--Solicitor's license	(including a commercial solicitor advertising an event, activity, good or service for purchase at a location away from the residence	one year license \$100 for a 90 day license
4.03.042	Vendor's license	Garage / Yard Sale	\$75.00
Article 4.04	Alarm Systems		
4.04.042	Alarm systems	Residential Permit: Initial alarm system permit and subsequent renewals	\$50
4.04.042	Alarm systems	Commercial Permit: initial alarm system permit and subsequent renewals	\$150
4.04.003	Alarm systems	Provided, if a permit holder has zero false alarms for the three-year period of the	
4.04.005	Alarm systems	permit, permit holder will not be required False alarm service fee (no to exceed charges authorized by state law) Service fee is for each false alarm notification emitted from such alarm system that is in excess of 5 false alarms in the preceding 12-month period.	\$50.00 for each false alarm

4.04.008	Alarm systems	Annual fee for financial institutions with direct alarm reporting	\$200.00 for each indicator
4.04.012	Alarm systems	Reinstatement fee for a revoked permit or registration	\$101.00
Article 4.05	Towing Services		
4.05.063	Towing services	Tow truck rotation list permit	\$75.00

Chapter 5			
Fire Prevention and Protection			
Article 5.02	Fire Prevention Regulations		
5.02.005	Fireworks	Fireworks display permit	\$150
Chapter 7			
Municipal Court			
Article 7.02	Fines, Costs and Special Expenses		
7.02.002	Building security fund	Fee	\$3.00
7.02.003	Technology fund	Fee	\$4.00
Offenses and Nuisances			
Article 8.03	Nuisances		
8.03.005	Graffiti removal	Expenses of removal	Not yet established

Chapter 10 Subdivision Ordinance	No. 0035, as set forth in Chapter 10, Exhibit A		
Sec. 2	Parkland dedication (Minimum Standards)		
Sec. 2.8	Single-Family and Mobile Homes in Single Subdivision:		
Sec. 2.8	Stipulations for deeded parkland—fees required	Single family and mobile homes: 1-149 units	\$400.00 per unit
Sec. 2.8	Stipulations for deeded parkland—dedication + fees required	Single family and mobile homes: 150-224 units	1 Acres + \$400 per unit over 150 units
Sec. 2.8	Stipulations for deeded parkland—dedication + fees required	Single family and mobile homes: 225-299 units	1-1/2 Acres + \$400 per unit over 225 units
Sec. 2.8	Stipulations for deeded parkland—dedication + fees required	Single family and mobile homes: 300 units and up	2 Acres + \$400 per unit over 300 units
	Multifamily in Single Subdivision:	1–249 units	\$240
			*For 250 units and up, 1 acre plus \$240.00 per unit over 250 units, plus additional 1/2 acre for each additional 75 unit plus \$240.00 per unit above the 75 unit increment will be required.

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Sec. 2.8	Single-Family and Mobile Homes in Cumulated Subdivisions:	Single-Family and Mobile Homes in Cumulated Subdivisions: 300–374 units	2 acre plus \$400.00 per unit over 300 units
Sec. 2.8		Single-Family and Mobile Homes in Cumulated Subdivisions: 375–450 units	2-1/2 acre plus \$400.00 per unit over 370 units
Sec. 2.8		Single-Family and Mobile Homes in Cumulated Subdivisions: 450–524 units	3 acre plus \$400.00 per unit over 450 units
Sec. 2.8		Single-Family and Mobile Homes in Cumulated Subdivisions: 525–599 units	3-1/2 acre plus \$400.00 per unit over 525 units
Sec. 2.8		Single-Family and Mobile Homes in Cumulated Subdivisions: 600–674 units	4 acre plus \$400.00 per unit over 600 units
Sec. 2.8		Single-Family and Mobile Homes in Cumulated Subdivisions: 675–749 units	4-1/2 acre plus \$400.00 per unit over 675 units

Sec. 2.8		Single-Family and Mobile Homes in Cumulated Subdivisions:	*For 75 units and up, 1/2 acre for each 75 additional units plus \$400.00 per unit above the 75 unit increment will be required.
Sec. 2.8	Multifamily in Cumulated Subdivisions:	1–249 units	\$240.00 per unit
Sec. 2.8		250 units and up	1 acre plus \$240.00 per unit over 150 units
Sec. 2.8			*For 250 multifamily units and up, 1/2 acre for each 75 additional multifamily units plus \$240.00 per multifamily units above the 75 multifamily units increment will be required.
		Engineering Review Fee (1st Review)	\$800
		Engineering Review Fee (Additional Reviews)	Invoiced per engineering cost
Chapter 10	Chapter 10, Exhibit A		
Subdivisions	Ordinance No. 0035, as amended		
Sec. 3	Subdivision Administrative Procedures. Jurisdiction		
Sec. 3.1			
Sec. 3.1.4	Land Exemption Determination: From applying for a development permit or approval	Application fee	\$300.00
Sec. 3.2	Subdivision review fees		

Appendix II	Subdivision Regulations Fee Schedule, Ord. 0035	Subdivision Application Fees	
Appendix II	Application for subdivision approval	Subdivision application Initial Engineering Fees	\$800
Appendix II	Subdivision Processing Fees		
Appendix II	Subdivision processing fee	Sketch Plat Review	\$500 + applicable technology fee
Appendix II	Subdivision processing fee	Preliminary Plat	\$1500 + applicable technology fee
Appendix II	Subdivision processing fee	Final Plat	\$1600 + applicable technology fee
Appendix II	Subdivision processing fee	Combination (Prelim. / Final / Replat)	\$1800 + applicable technology fee
Appendix II	Subdivision processing fee	Engineering Report	\$1600 + applicable technology fee
Appendix II	Subdivision processing fee	Subdivision Improvement Plans	\$2000 + applicable technology fee
Appendix II	Subdivision processing fee	Vacation of Plat	\$1500 + applicable technology fee
Appendix II	Subdivision processing fee	Replat Preliminary	\$1600 + applicable technology fee
Appendix II	Subdivision processing fee	Replat Final	\$1600 + applicable technology fee
Appendix II	Subdivision processing fee	Minor Plat	\$1500 + applicable technology fee
Appendix II	Subdivision processing fee	Amending Plat	\$1500 + applicable technology fee
Appendix II	Subdivision processing fee	Development Plat	\$1800 + applicable technology fee
Appendix II	Subdivision processing fee	Recording Plat	\$800 + applicable technology fee
Appendix II	Construction Inspection	1-10 acres	\$1,000.00
Appendix II	Construction Inspection	10-25 acres	\$1,500.00
Appendix II	Construction Inspection	25-50 acres	\$2,000.00
Appendix II	Construction Inspection	50 + acres	\$3,000.00
Appendix II	Construction Testing	Basic testing fee	\$800.00
Appendix II	Certificate of Compliance	Certificate issuance fee	\$250.00

Sec. 10	Cancelation Subdivison Application		\$100
Sec. 10.2	Cancelation fee-subdivison		\$25
Sec 10.2 / Sec. 10.7	To process cancellation action	Application fee	\$50
Chapter Utilities			
Article 13.02	Stormwater Quality Protection		

13.02.015	Fees	Not yet established	
Chapter 14, Exhibit A Zoning	Chapter 14, Exhibit A		
	Ordinance No. 0102, as amended		
---Ch. 1	Administration		
Sec. 101.6 B	Rezoning Application Fee / CR Application	One acre or less	\$1000 + applicable technology fee
Sec. 101.6 B	Rezoning Application Fee / CR Application	More than one acre, up to 10 acres	\$1200 + applicable technology fee
Sec. 101.6 B	Rezoning Application Fee / CR Application	10 acres up to 30 acres	\$1400 + applicable technology fee
Sec. 101.6 B	Rezoning Application Fee / CR Application	30 acres up to 50 acres	\$1600 + applicable technology fee
Sec. 101.6 B	Rezoning Application Fee / CR Application	50 acres up to 75 acres	\$1800 + applicable technology fee
Sec. 101.6 B	Rezoning Application Fee / CR Application	75 + acres	\$2000 + applicable technology fee
Ch.			

	Specific Use Permit Fee-Public Hearing	Flat Fee	\$1200 + applicable technology fee
	Specific Use Permit Fee - Admin.	Flat Fee	\$600 + applicable technology fee
	Specific Use Permit Fee - Multi Family	Engineering Review Fee	\$800 + applicable technology fee
	Detail Site Plan C/R/I	Flat Fee	\$500 + applicable technology fee
	Zoning Verification Letter	Contiguous Parcels	\$140 flat fee + applicable technology fee
	Research Request	Hourly	\$50/hr + applicable technology fee
---Ch. 6	General Commercial Districts		
Sec. 607	Commercial Site Development Procedure		
Sec. 602.7.7	Site Development Application Processing Fees	1 to 1 acre	\$150.00
Sec. 602.7.7	Site Development Application Processing Fees	1.1 to 3 acres	\$200.00
Sec. 602.7.7	Site Development Application Processing Fees	3.1 to 5 acres	\$250.00
Sec. 602.7.7	Site Development Application Processing Fees	5.1 to 10 acres	\$300.00
Sec. 602.7.7	Site Development Application Processing Fees	10.1 or more acres	\$500.00
---Ch. 7	Industrial Districts		
Sec. 702.10	Industrial Site Development Procedures		
Sec. 702.10.2.1	Industrial Site Development Application Processing Fees	0 to 1 acre	\$150.00
Sec. 702.10.2.1	Industrial Site Development Application Processing Fees	1.1 to 3 acres	\$200.00

Sec. 702.10.2.1	Industrial Site Development Application Processing Fees	3.1 to 5 acres	\$250.00
Sec. 702.10.2.1	Industrial Site Development Application Processing Fees	5.1 to 10 acres	\$300.00
Sec. 702.10.2.1	Industrial Site Development Application Processing Fees	10.1 or more acres	\$500.00
---Ch. 9	Special Regulations		
Sec. 901.2 A	Home Occupation License	Application Fee	\$100
Sec. 901.2 E	Home Occupation License	Annual renewal fee, timely filed	\$100
Sec. 901.2 E	Home Occupation License	Annual renewal fee, not timely filed	\$150.00
Sec. 902	Sexually Oriented Business Ordinance	Chapter 10, Exhibit A	
		Ordinance No. 0074, as amended	
Sec. 902 B	Sexually Oriented Businesses	License Fee, first year	\$300.00
Sec. 902 B	Sexually Oriented Businesses	License Fee, second and each subsequent year	\$150.00
Sec. 902 C	Sexually Oriented Businesses	Penalty for late renewal	20% of renewal fee
---Ch. 10	Sign Regulations	Chapter 10, Exhibit A 0091, as amended	Ordinance No.
Sec. 1008 [source:Appendix A/ Ord. 0091]	Sign Permit	Value/type: Temporary	Sign up to 40 sqft max (30 days) \$50
Sec. 1008	Sign Permit	Value/type: Up to \$200	\$30.00
Sec. 1008	Sign Permit	Value/type: \$201-\$1,000	Sign 40 sqft or less base fee of \$140. New fee format
Sec. 1008	Sign Permit	Value/type: \$1001-10,000	Sign 40 sqft or more base fee of \$210. New fee format
Sec. 1008	Sign Permit	Value/type: Over \$10,000	\$103.00 + \$15.00/\$1001

Miscellaneous			
Cellular communications tower	Source: Appendix 1, Ord. #0102	Fees	See, applicable building permit fees
Notary fees	Source: motion of the City Council, August 8, 2016	Established Texas Gov't Code fee guidelines for the fees for non-cit related not services.	
Ch. 1	Special Event Permit Fee		
Sec. 1.11.006	Special Event Permit Fee	Application Fee	\$500
---Ch. 1	Building Permit/Technical Code Permit Fees		
Sec. 103.1 F 1 b	Building Permit Requirements and Fees for Minor Construction	Yard, garage, porch, patio and estate sales permit – if permit is requested after the start of the sale	\$75
Sec. 103.1 H	Reinspection fee	Fee for reinspection before further work is allowed	\$65
Sec. 103.2	Extension of Building Permit	Extension fee	\$50
103.3	Additional Building Permit fee	When work has commenced prior to obtaining the permit	Regular permit fee plus additional amount equal to the regular permit fee
0-499 SQFT			
sec. 104.1	Building Permit Fees	Building	\$207.18 plus \$31.72 per every 100 sq. ft., or portion thereof, above 100 s . ft.
sec. 104.1	Building Permit Fees	Electrical	\$156 plus \$2.46 per every 100 sq. ft., or portion thereof, above 100 s . ft.

sec. 104.1	Building Permit Fees	Mechanical	\$156 plus \$1.25 per every 100 sq. ft., or portion thereof, above 100 s . ft.
sec. 104.1	Building Permit Fees	Plumbing	\$156 plus \$2.46 per every 100 sq. ft., or portion thereof, above 100 s . ft.

500-999 SQFT			
sec. 104.1	Building Permit Fees	Building	\$413.36 plus \$88.35 per every 100 sq. ft., or portion thereof, above 500 s . ft.
sec. 104.1	Building Permit Fees	Electrical	\$171.99 plus \$8.99 per every 100 sq. ft., or portion thereof, above 500 s . ft.
sec. 104.1	Building Permit Fees	Mechanical	\$164.13 plus \$3.27 per every 100 sq. ft., or portion thereof, above 500 s . ft.
sec. 104.1	Building Permit Fees	Plumbing	\$171.99 plus \$8.99 per every 100 sq. ft., or portion thereof, above 500 s . ft.
1000-1999 SQFT			
sec. 104.1	Building Permit Fees	Building	\$987.64 plus \$23.25 per every 100 sq. ft., or portion thereof, above 1,000 s . ft.
sec. 104.1	Building Permit Fees	Electrical	\$230.43 plus \$10.30 per every 100 sq. ft., or portion thereof, above 1,000 s . ft.
sec. 104.1	Building Permit Fees	Mechanical	\$185.38 plus \$9.09 per every 100 sq. ft., or portion thereof, above 1,000 s . ft.

sec. 104.1	Building Permit Fees	Plumbing	\$230.43 plus \$10.30 per every 100 sq. ft., or portion thereof, above 1,000 s . ft.
2000-2999 SQFT			
sec. 104.1	Building Permit Fees	Building	\$1289.89 plus \$64.25 per every 100 sq. ft., or portion thereof, above 2,000 s . ft.
sec. 104.1	Building Permit Fees	Electrical	\$364.33 plus \$10.14 per every 100 sq. ft., or portion thereof, above 2,000 s . ft.
sec. 104.1	Building Permit Fees	Mechanical	\$303.55 plus \$9.11 per every 100 sq. ft., or portion thereof, above 2,000 s . ft.

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sec. 104.1	Building Permit Fees	Plumbing	\$364.33 plus \$10.14 per every 100 sq. ft., or portion thereof, above 2,000 s . ft.
3000-3999 SQFT			
sec. 104.1	Building Permit Fees	Building	\$2034.14 plus \$68.25 per every 100 sq. ft., or portion thereof, above 3,000 s . ft.
sec. 104.1	Building Permit Fees	Electrical	\$496.15 plus \$13.14 per every 100 sq. ft., or portion thereof, above 3,000 s . ft.
sec. 104.1	Building Permit Fees	Mechanical	\$328.39 plus \$11.11 per every 100 sq. ft., or portion thereof, above 3,000 s . ft.
sec. 104.1	Building Permit Fees	Plumbing	\$496.15 plus \$13.14 per every 100 sq. ft., or portion thereof, above 3,000 s . ft.

4000 SQFT			
sec. 104.1	Building Permit Fees	Building	\$2,921.39
sec. 104.1	Building Permit Fees	Electrical	\$666.97
sec. 104.1	Building Permit Fees	Mechanical	\$472.82
sec. 104.1	Building Permit Fees	Plumbing	\$666.97
Sec. 104	Fees (Regular permit fees)		
Sec. 104.1	Building Permit Fees, Valuation determination	Permit valuation for new commercial buildings and structures construction work shall be based on the International Code Council rates for building type and occupancy adopted by Resolution and in effect on the date of the permit application.	

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Sec. 104.1	Building Permit Fees, Valuation determination	Permit valuation for new commercial shell only buildings and structures construction work shall be based on eighty percent of the value obtained from the International Code Council rates for building type and occupancy in effect on the date of the permit application.	
Sec. 104.1	Building Permit Fees Valuation determination	Permit valuation for tenant improvements to commercial shell only buildings and structures construction work shall be based on twenty percent of the value obtained from the International Code Council rates for building type and occupancy in effect on the date of permit application.	
Sec. 104.1	Building Permit Fees	Valuation:\$0.00 to \$20,000	\$183.27

Sec. 104.1	Building Permit Fees	Valuation:\$20,001 to \$25,000	\$219.93
Sec. 104.1	Building Permit Fees	Valuation:\$25,001 to \$30,000	\$256.58
Sec. 104.1	Building Permit Fees	Valuation:\$30,001 to \$35,000	\$293.25
Sec. 104.1	Building Permit Fees	Valuation:\$35,001 to \$40,000	\$329.90
Sec. 104.1	Building Permit Fees	Valuation:\$40,001 to \$45,000	\$366.56
Sec. 104.1	Building Permit Fees	Valuation:\$45,001 to \$50,000	\$403.21
Sec. 104.1	Building Permit Fees	Valuation:\$50,001 to \$55,000	\$439.87
Sec. 104.1	Building Permit Fees	Valuation:\$55,001 to \$60,000	\$476.52
Sec. 104.1	Building Permit Fees	Valuation:\$60,001 to \$65,000	\$513.18
Sec. 104.1	Building Permit Fees	Valuation:\$65,001 to \$70,000	\$549.83
Sec. 104.1	Building Permit Fees	Valuation:\$70,001 to \$75,000	\$586.50
Sec. 104.1	Building Permit Fees	Valuation:\$75,001 to \$80,000	\$623.15
Sec. 104.1	Building Permit Fees	Valuation:\$80,001 to \$85,000	\$659.81
Sec. 104.1	Building Permit Fees	Valuation:\$85,001 to \$90,000	\$696.46
Sec. 104.1	Building Permit Fees	Valuation:\$90,001 to \$95,000	\$733.12
Sec. 104.1	Building Permit Fees	Valuation:\$95,001 to \$100,000	\$769.77
Sec. 104.1	Building Permit Fees	Valuation:\$100,001 to \$105,000	\$796.95
Sec. 104.1	Building Permit Fees	Valuation:\$105,001 to \$110,000	\$822.82
Sec. 104.1	Building Permit Fees	Valuation:\$110,001 to \$115,000	\$848.70
Sec. 104.1	Building Permit Fees	Valuation:\$115,001 to \$120,000	\$874.57

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Sec. 104.1	Building Permit Fees	Valuation:\$120,001 to \$125,000	\$900.45
Sec. 104.1	Building Permit Fees Valuations in excess of \$125,000	Valuation:\$125,001 to \$500,000	Fee formula\$ 900.45 + \$6.50 for every \$1000 or function thereof
Sec. 104.1	Building Permit Fees Valuations in excess of \$125,000	Valuation:\$500,001 to \$1,000,000	Fee formula \$3778.5 + \$6.50 for every \$1000 or function thereof
Sec. 104.1	Building Permit Fees Valuations in excess of \$125,000	Valuation: Over \$1,000,000	Fee formula \$10,693 + \$6.50 for every \$1000 or function thereof
Sec. 104.1	Building Permit Fees	Building Cards	\$35
Sec. 104.1	Building Permit Fees	Expedited Fee Commercial Per Trade	\$200
Sec. 104.1	Building Permit Fees	Double Fee One Inspection	\$140
Sec. 104.1	Building Permit Fees	Double Fee Two Inspections	\$280

Sec. 104.1	Building Permit Fees	Double Fee Based On Valuation	
Sec. 103.1 F 2	Concrete Work	Concrete Work Permit	See, building permit fees above
Sec. 104.1	Plan review	Permits that require plan review: Residential project—additional fee	Additional 15% of the building permit cost
Sec. 104.1	Plan review	Permits that require plan review: Commercial project—additional fee	Additional 35% of the building permit cost
Sec. 104.1 (103.1 E 3)	Plumbing Fees (for all new plumbing work	Permit Valuation: \$0.00 to \$30,000	\$140.00 (minimum fee)
Sec. 104.1 (103.1 E 3)	Plumbing Fees (for all new plumbing work	Permit Valuation: \$30,001 to \$40,000	148.68
Sec. 104.1 (103.1 E 3)	requiring a building permit)Plumbing Fees (for all new plumbing work requiring a building permit)	Permit Valuation: \$40,001 to \$50,000	156.11
Sec. 104.1 (103.1 E 3)	Plumbing Fees (for all new plumbing work requiring a building permit)	Permit Valuation: \$50,001 to \$60,000	163.91
Sec. 104.1 (103.1 E 3)	Plumbing Fees (for all new plumbing work requiring a building permit)	Permit Valuation: \$60,001 to \$70,000	172.1
Sec. 104.1 (103.1 E 3)	Plumbing Fees (for all new plumbing work requiring a building permit)	Permit Valuation: \$70,001 to \$80,000	180.7
Sec. 104.1 (103.1 E 3)	Plumbing Fees (for all new plumbing work requiring a building permit)	Permit Valuation: \$80,001 to \$90,000	189.73
Sec. 104.1 (103.1 E 3)	Plumbing Fees (for all new plumbing work requiring a building permit)	Permit Valuation: \$90,001 to \$100,000	209.16
Sec. 104.1 (103.1 E 3)	Plumbing Fees (for all new plumbing work requiring a building permit)	Permit Valuation: \$100,001 to \$110,000	219.62
Sec. 104.1 (103.1 E 3)	Plumbing Fees (for all new plumbing work requiring a building permit)	Permit Valuation: \$110,001 to \$120,000	230.59
Sec. 104.1 (103.1 E 3)	Plumbing Fees (for all new plumbing work requiring a building permit)	Permit Valuation: Over \$120,000	Formula $\$230.59 + \1.10 for each \$1000 or portion thereof valuation over \$120,000

Sec. 104.1 (103.1 E 1)	Electrical Fees (for all new electrical work requiring a building permit)	Permit Valuation: \$0.00 to \$30,000	\$140
Sec. 104.1 (103.1 E 1)	Electrical Fees (for all new electrical work requiring a building permit)	Permit Valuation: \$30,001 to \$40,000	148.68
Sec. 104.1 (103.1 E 1)	Electrical Fees (for all new electrical work requiring a building permit)	Permit Valuation: \$40,001 to \$50,000	156.11
Sec. 104.1 (103.1 E 1)	Electrical Fees (for all new electrical work requiring a building permit)	Permit Valuation: \$50,001 to \$60,000	163.91
Sec. 104.1 (103.1 E 1)	Electrical Fees (for all new electrical work requiring a building permit)	Permit Valuation: \$60,001 to \$70,000	172.1
Sec. 104.1 (103.1 E 1)	Electrical Fees (for all new electrical work requiring a building permit)	Permit Valuation: \$70,001 to \$80,000	180.7
Sec. 104.1 (103.1 E 1)	Electrical Fees (for all new electrical work requiring a building permit)	Permit Valuation: \$80,001 to \$90,000	189.73
Sec. 104.1 (103.1 E 1)	Electrical Fees (for all new electrical work requiring a building permit)	Permit Valuation: \$90,001 to \$100,000	209.16
Sec. 104.1 (103.1 E 1)	Electrical Fees (for all new electrical work requiring a building permit)	Permit Valuation: \$100,001 to \$110,000	219.62
Sec. 104.1 (103.1 E 1)	Electrical Fees (for all new electrical work requiring a building permit)	Permit Valuation: \$110,001 to \$120,000	230.59
Sec. 104.1 (103.1 E 1)	Electrical Fees (for all new electrical work requiring a building permit)	Permit Valuation: Over \$120,000	Formula: \$230.59 + \$1.10 for each \$1,000, or portion thereof, valuation over \$120,000.
Sec. 104.1 (103.1 E 2)	Mechanical Fees (for all new work requiring a building permit)	Permit Valuation: \$0.00 to \$30,000	\$140 (minimum fee)
Sec. 104.1 (103.1 E 2)	Mechanical Fees (for all new work requiring a building permit)	Permit Valuation: \$30,001 to \$40,000	145.14
Sec. 104.1 (103.1 E 2)	Mechanical Fees (for all new work requiring a building permit)	Permit Valuation: \$40,001 to \$50,000	148.76
Sec. 104.1 (103.1 E 2)	Mechanical Fees (for all new work requiring a building permit)	Permit Valuation: \$50,001 to \$60,000	152.47
Sec. 104.1 (103.1 E 2)	Mechanical Fees (for all new work requiring a building permit)	Permit Valuation: \$60,001 to \$70,000	156.29

Sec. 104.1 (103.1 E 2)	Mechanical Fees (for all new work requiring a building permit)	Permit Valuation: \$70,001 to \$80,000	160.19
Sec. 104.1 (103.1 E 2)	Mechanical Fees (for all new work requiring a building permit)	Permit Valuation: \$80,001 to \$90,000	164.19
Sec. 104.1 (103.1 E 2)	Mechanical Fees (for all new work requiring a building permit)	Permit Valuation: \$90,001 to \$100,000	168.29
Sec. 104.1 (103.1 E 2)	Mechanical Fees (for all new work requiring a building permit)	Permit Valuation: \$100,001 to \$110,000	172.49
Sec. 104.1 (103.1 E 2)	Mechanical Fees (for all new work requiring a building permit)	Permit Valuation: \$110,001 to \$120,000	\$176.18
Sec. 104.1 (103.1 E 2)	Mechanical Fees (for all new work requiring a building permit)	Permit Valuation: Over \$120,000	Formula: \$176.79 + \$1.10 for each \$1,000, or portion thereof, valuation over \$120,000.
Sec. 104.1 D	Permits issues outside the legal boundaries of City	Same fee schedule as for permits inside the legal boundaries.	Same fee schedule as for permits inside the legal boundaries.
Additional Fees	The following fees are established which shall supersede any other fee listed herein		
Additional Fee	Permit fee	One inspection	\$70
Additional Fee	Permit fee	Two inspections (storage sheds, retaining walls & AC conversions)	\$140
Additional Fee	Expedited Residential Plan Review Fee	(Plans will be reviewed same day if submitted before noon)	\$200 Done in 48 Hours 1st Review
Additional Fee	Residential Swimming Pool	Permit Fee	\$140
Additional Fee	Commercial Swimming Pool	Permit Fee	\$300
Additional Fee	Late hours or Overtime Inspection	At a time other than during normal city business day or any time when employee is paid overtime. Fee must be prepaid and no cancellations or refunds after inspection is paid and scheduled.	\$200 for 2 Hours

Additional Fee	Residential plan review revision	Fee	\$150 after been issued (each discipline)
Additional Fee	Commercial plan review revision	Fee	\$250 after been issued (each discipline)
Additional Fee	Technology Fee surcharge added to all permits	Added Fee	5% of permit fee
Additional Fee	Reinspection Fee	Fee	\$65
Additional Fee	Reroof Permit	Permit Fee	\$140
Additional Fee	AC Conversions Inspections	Two inspections required-Mechanical and Electrical	\$140
Additional Fee	Residential plan review revisions before issued	Fee charged after 2nd revision submitted	\$150 before permit has been issued
Additional Fee	Commercial plan review revisions before issued	Fee charged after 2nd revision submitted	\$250 before permit has been issued
Additional Fee	100% of living garage & patio for gross sqft	Formula for residential permit fee	100% Gross Sqft for Residential
Additional Fee	Address Assignment		\$18
Additional Fee	Address Confirmation Letter		\$18
Additional Fee	Regular & Open Record Request	Scanning 24x36	
		1-20 pages	\$20
		20-30 pages	\$30
		31+ pages	\$75
Additional Fee	Regular & Open Record Request	Copies 24x35	\$2.95 per page

TOWN OF HORIZON CITY

ORDINANCE NO. _____

AN ORDINANCE APPROVING A 100% EXEMPTION FROM AD VALOREM PROPERTY TAXES FOR QUALIFYING CHILD-CARE FACILITY PROPERTIES LOCATED WITHIN THE TOWN OF HORIZON CITY, ESTABLISHING AN EFFECTIVE DATE AND SEVERABILITY CLAUSE.

WHEREAS, Texas Tax Code Section 11.36, as added by S.B. 1145 of the 88th Texas Legislature regular session (2023), authorizes an exemption from ad valorem (property) taxes on all or part of the appraised value of real property, or a portion thereof, operating as a qualifying child-care facility; and

WHEREAS, the City Council of the Town of Horizon City has determined that an exemption of 100% of ad valorem taxes on all of a portion of real property used to operate a qualifying child-care facility is in the best interest of the public and will stimulate the availability of affordable childcare public.

NOW, THEREFORE, BE IT ADOPTED BY COUNCIL AS FOLLOWS:

1. **Exemption.** Council adopts an exemption, as authorized by Texas Tax Code Section 11.36, entitling qualifying persons to an exemption from taxation by the City of 100 percent of the appraised value of:
 - (A) the real property the person owns and operates as a qualifying child-care facility; or
 - (B) the portion of the real property that the person owns and leases to a person who uses the property to operate a qualifying child-care facility.
2. **Exclusion.** Pursuant to Texas Tax Code Section 11.36(g), a person cannot claim the child-care facility exemption on property they own and lease to another to operate a qualifying child-care facility if the person also claims a Texas Tax Code Section 11.13 residence homestead exemption on the property or leases any part of the property to another for use as a principal residence.
3. **Effective date.** The exemption adopted by this ordinance applies to the tax year beginning on January 1, 2025.

4. Severability. If any part of this ordinance shall be deemed to be unenforceable for any reason, the remainder of this ordinance shall be interpreted as if that section had not been included and the remainder of the ordinance shall remain in effect.

PASSED APPROVED AND EFFECTIVE THE ____ DAY OF SEPTEMBER 2024.

TOWN OF HORIZON CITY

**By: _____
Andres Renteria, Mayor**

ATTEST:

**By: _____
Elvia Schuller, City Clerk**

APPROVED AS TO FORM:

**By: _____
Sylvia Borunda Firth
Assistant City Attorney**

RESOLUTION

WHEREAS, on June 28, 2021, the City Council of the Town of Horizon City awarded RFP No. 2021-003PW-Parks and Grounds Maintenance Contract to Abescape Landscaping, LLC;

WHEREAS, the Parks and Grounds Maintenance Contract contains an option to extend the contract for a term of one additional year; and

WHEREAS, the Town of Horizon City desires to exercise the option.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

That the Mayor is authorized to sign a one-year extension to the Parks and Ground Maintenance Contract with Abescape Landscaping, LLC.

PASSED AND ADOPTED the ___ day of _____, 2024

THE TOWN OF HORIZON CITY

By: _____

Andres Renteria, Mayor

ATTEST:

By: _____

Elvia Schuller, TRMC
City Clerk

APPROVED AS TO FORM:

By: _____

Sylvia Borunda Firth
Assistant City Attorney

APPROVED AS TO CONTENT:

By: _____

Albert Valle, CFM
Public Works Director

RESOLUTION

WHEREAS, on June 28, 2021, the City Council of the Town of Horizon City awarded RFP No. 2021-003PW-Parks and Grounds Maintenance Contract to Abescape Landscaping, LLC;

WHEREAS, on April 12, 2022, the Town of Horizon City Council approved a First Amendment to add three new parks and three new ponding areas to be maintained;

WHEREAS, the Town of Horizon City acquired a park, new ponding areas, and additional right-of-way that needed to be maintained;

WHEREAS, the Parties executed a Second Amendment to the Parks and Grounds Maintenance Contract to include the new park, ponding area, and right-of-way on May 9, 2023;

WHEREAS, the Town of Horizon City has acquired two additional ponding areas and additional right of way that also need maintenance; and

WHEREAS, the parties wish to further amend the Parks and Grounds Maintenance Contract to include the ponds and right of way described below.

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

1. That the Mayor be authorized to sign the Third Amendment to the Parks and Grounds Maintenance Contract between the Town of Horizon City, Texas and Abescape Landscaping LLC to include:

PONDS

Ranchos Desierto Bello U-15 Phase I Pond (78,890 sq. ft.)

Pawling Dr. Pond (29,494.48 sq. ft.)

Horizon Towncenter U-4 pond (76,500 sq. ft.)

RIGHT-OF-WAY

Pawling Dr. (0.25 miles)

Oxbow Dr. (0.21 miles)

Breaux Dr. (0.22 miles)

2. All other terms and conditions of the Parks and Grounds Maintenance Contract, the First Amendment approved on April 11, 2022, and the Second Amendment approved on May 9, 2023 remain in full force and effect.

PASSED AND ADOPTED the ____ day of _____, 2024

THE TOWN OF HORIZON CITY

By: _____
Andres Renteria, Mayor

ATTEST:

By: _____
Elvia Schuller, TRMC
City Clerk

APPROVED AS TO FORM:

Sylvia Borunda Firth
Assistant City Attorney

APPROVED AS TO CONTENT:

Albert Valle, CFM
Public Works Director

**THIRD AMENDMENT TO PARKS AND GROUNDS
MAINTENANCE CONTRACT**

THIS THIRD AMENDMENT TO THE TO THE PARKS AND GROUNDS MAINTENANCE CONTRACT is made and entered into as of the ___ day of November 2024, by and between the **TOWN OF HORIZON CITY**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the "**City**", and **ABESCAPE LANDSCAPING, LLC**, a Texas Limited Liability Corporation, hereinafter referred to as the "**Contractor**".

WHEREAS, on June 28, 2021, the City Council of the Town of Horizon City awarded RFP No. 2021-003PW-Parks and Grounds Maintenance Contract to Abescape Landscaping, LLC;

WHEREAS, on April 12, 2022, the Town of Horizon City Council approved a First Amendment to add three new parks and three new ponding areas to be maintained;

WHEREAS, the Town of Horizon City subsequently acquired a park, new ponding areas, and additional right-of-way that needed to be maintained;

WHEREAS, the Parties executed a Second Amendment to the Parks and Grounds Maintenance Contract to include the new park, ponding area, and right-of-way on May 9, 2023;

WHEREAS, the Town of Horizon City has acquired three additional ponding areas and additional right of way that also need maintenance; and

WHEREAS, the parties wish to further amend the Parks and Grounds Maintenance Contract to include the ponds and right of way described below.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **PONDS.** The parties agree that the following ponding areas will be added to the list of ponding areas, Section D-1, to be maintained during the term of this Contract:

Ranchos Desierto Bello U-15 Phase I Pond (78,890 sq. ft.)

Pawling Dr. Pond (29,494.48 sq. ft.)

Horizon Towncenter U-4 pond (76,500 sq. ft.)

The Contractor acknowledges that these ponding areas will be maintained in accordance with the Scope of Work attached to the Contract.

Pond cleanup fee per pond -\$678.26/yr.

2. **RIGHT-OF-WAY.** The Parties agree that the following described areas of right-of way will be added to the areas to be maintained during the term of this Contract.
Pawling Dr. (0.25 miles)
Oxbow Dr. (0.21 miles)
Breaux Dr. (0.22 miles)

3. **RATIFICATION.** All other terms and conditions of the Parks and Grounds Maintenance Contract, the First Amendment approved on April 11, 2022, and the Second Amendment approved on May 9, 2023, remain in full force and effect.

Signed and effective the ____ day of _____, 2024.

TOWN OF HORIZON CITY

By: _____
Andres Renteria, Mayor

ATTEST:

By: _____
Elvia Schuller, City Clerk

APPROVED AS TO FORM:

By: _____
Sylvia Borunda Firth
Assistant City Attorney

APPROVED AS TO CONTENT:

By: _____
Albert Valle, CFM
Public Works Director

CONTRACTOR:
ABESCAPE LANDSCAPING, LLC

By: _____
Abraham Herrera
Owner

RESOLUTION

That the Mayor is authorized to a letter agreement with Brock and Bustillos, Inc. for surveying services in an amount not to exceed \$38,175.00.

PASSED AND ADOPTED the ___ day of _____, 2024

THE TOWN OF HORIZON CITY

By: _____
Andres Renteria, Mayor

ATTEST:

By: _____
Elvia Schuller, TRMC
City Clerk

APPROVED AS TO FORM:

By: _____
Sylvia Borunda Firth
Assistant City Attorney

APPROVED AS TO CONTENT:

By: _____
Marco Vargas
Chief Police