



**HORIZON CITY**

**Incorporated 1988**

**AGENDA  
PUBLIC MEETING  
REGULAR CITY COUNCIL MEETING  
THE TOWN OF HORIZON CITY, TEXAS  
Tuesday, June 11, 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, June 11, 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:** **4**

Mayor/City Clerk

May 14, 2024 Regular City Council Meeting.

- 4. Discussion and Action:** **7**

Mayor/Planning Director

Authorizing the Town of Horizon City, Texas to accept a transfer of real estate described as Lot 9A, Block 1, Horizon Mesa Unit Three, a subdivision in El Paso County, Texas from Hunt Communities Holdings, LLC.

- 5. Discussion and Action:** **12**

Mayor/Public Works Director

On the award of Solicitation Informal Bid No. 2024-0002PW Sidewalk placement/replacement at various locations within Horizon City limits to R & L Mimbela Enterprises, LLC. as the lowest responsive, responsible bidder, in the amount of \$12,875.00.

- 6. Request to Excuse Absent Council Members:**

- 7. Approval of Consent Agenda Items:**

**REGULAR AGENDA**

- 8. Presentation:** **36**

Mayor/Chief Vargas

On the promotion of Jaime Crespo to Lieutenant.

- 9. 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 Two Parcels From A-1 (Apartments) to C-1 (General Commercial); Containing Approximately 3.9686 Acres; Being A Parcel of Land Out of Section 31, Block 78, Township 3, Texas and Pacific Railway Company Surveys and A Portion of Section 31, Block 78, Township 3, Texas and Pacific Railway Company Surveys, Town of Horizon City, El Paso County, Texas; North of Horizon Blvd and West of Kenazo Ave; 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.

<b>10. Discussion and Action:</b>	<b>37</b>
Mayor/Chief Planner	
<b>2nd Reading of Ordinance No. _____</b> , An Ordinance Adopting a Zoning Change Within the Municipal Limits of the Town of Horizon City, Texas; Rezoning Two Parcels From A-1 (Apartments) to C-1 (General Commercial); Containing Approximately 3.9686 Acres; Being A Parcel of Land Out of Section 31, Block 78, Township 3, Texas and Pacific Railway Company Surveys and A Portion of Section 31, Block 78, Township 3, Texas and Pacific Railway Company Surveys, Town of Horizon City, El Paso County, Texas; North of Horizon Blvd and West of Kenazo Ave; 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.	
<b>11. PUBLIC HEARING:</b>	
Mayor/Finance Director	
<b>2nd Reading of Ordinance No. 0296 Amendment No. 01</b> , An ordinance amending Ordinance No. 0296 of the Town of Horizon City, adopting the municipal budget for the 2023-2024 fiscal year, to allow for the transfer of funds in the 2023 street maintenance surplus funds to the 2024 street maintenance program; and from the mass transit public service budget to the planning operating budget; and providing for repealer and severability clauses.	
<b>12. Discussion and Action:</b>	<b>61</b>
Mayor/Finance Director	
<b>2nd Reading of Ordinance No. 0296 Amendment No. 01</b> , An ordinance amending Ordinance No. 0296 of the Town of Horizon City, adopting the municipal budget for the 2023-2024 fiscal year, to allow for the transfer of funds in the 2023 street maintenance surplus funds to the 2024 street maintenance program; and from the mass transit public service budget to the planning operating budget; and providing for repealer and severability clauses.	
<b>13. Discussion and Action:</b>	<b>65</b>
Mayor/CIP Manager	
On an update on the Capital Improvement Program.	
<b>14. Discussion and Action:</b>	<b>83</b>
Mayor/CIP Manager	
On the award of solicitation 2023-101 for Municipal Facilities Phase 1 project to Dantex General Contractors, Inc. for \$8,318,442.00.	
<b>15. Discussion and Action:</b>	<b>84</b>
Mayor/CIP Manager	
On the award of solicitation 2024-101 for the 2023-2024 Street Maintenance Program to Del Mar Contracting, Inc. for \$1,148,044.60.	
<b>16. Discussion and Action:</b>	<b>87</b>
Mayor/CIP Manager	
Resolution authorizing the Mayor or his designee to execute the agreement with Huitt Zollars and their team of consultants for construction management services for the 2023-2024 Street Maintenance project.	
<b>17. Discussion and Action:</b>	<b>100</b>
Mayor/CIP Manager	
The reprogramming of ARPA funds to increase certain operational costs and reprogramming projected balances from operational funds to projects and adding the following projects to the ARPA program of work: ADA Transition Plan, Municipal Facilities Ph. 1 - Furniture, Fixtures and Equipment (FF&E) and 2025 Street Maintenance - Design.	
<b>18. Discussion and Action:</b>	<b>111</b>
Mayor/Chief Vargas	
To ratify the resolution approving the 2024 Local Border Security Grant that was approved on April 9, 2024 correcting the grant date from 2024 to 2025.	
<b>19. Discussion and Action:</b>	<b>112</b>
Mayor/Chief Vargas	

On authorizing the Mayor or his designee to negotiate and sign an MOU with the City of El Paso Fire Marshall for assistance with fire and arson investigations.

**20. Executive Session**

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

Adjournment:

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

Dated this Friday, 6/7/2024

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, 6/7/2024 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, May 14, 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, May 14, 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. All City Council members present. Quorum Established.

**2. Open Forum:**

Horizon City Resident, Walter Lee spoke about a request for a pickleball court in one of our parks.

**CONSENT AGENDA**

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

**3. Approval of Minutes from:**

Mayor/City Clerk  
April 9, 2024 Regular City Council Meeting.

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

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

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

**REGULAR AGENDA**

**6. Presentation:**

Mayor/El Paso County  
On a presentation by El Paso County Commissioner Iliana Holguin regarding a Neighborhood Associations initiative.

El Paso County Precint 3 Intern, Camila Guerrero and County Commissioner, Iliana Holguin spoke on this item.

**7. Discussion and Action:**

Mayor/Miguel Romero  
On the Texas Workforce Solutions Youth Internship Program.

Texas Workforce Solutions Business Services Consultant, Miguel Romero spoke regarding this item.

A motion was made by Councilman Padilla and seconded by Councilman Miller to approve the item as presented and authorize the Mayor to sign any necessary documents. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

**Item #8 was taken after Item #14**

**8. Discussion and Action:**

Mayor/Finance Director

On the acceptance of findings of the Town of Horizon City audit prepared by SBNG, PC for FY2023.

SBNG CPA, Tello Cabrera spoke regarding this item.

A motion was made by Councilman Miller and seconded by Councilman Mendoza to accept the findings of the Town of Horizon City audit prepared by SBNG, PC for FY2023. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

**9. Discussion and Action:**

Mayor/CIP Manager

On an update on the Capital Improvement Program.

CIP Manager, Terry Quezada spoke regarding this item.

A motion was made by Councilman Mendoza and seconded by Councilwoman Urrutia to accept the update on the Capital Improvement Program as presented. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

**10. Discussion and Action:**

Mayor/CIP Manager

Update on the ARPA Program.

CIP Manager, Terry Quezada spoke regarding this item.

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

**11. Discussion and Action:**

Mayor/Chief Vargas

That the Town of Horizon City approve the submission of an application for the State Crisis Intervention Grant Program to the Office of the Governor of the State of Texas.

Lieutenant, Kaycee Valdez and Police Chief, Marco Vargas spoke regarding this item.

A motion was made by Councilman Miller and seconded by Councilwoman Randleel to approve the submission of an application for the State Crisis Intervention Grant Program to the Office of the Governor of the State of Texas. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

**12. Presentation:**

Mayor/Chief Vargas

On a Proclamation declaring May 12 - May 18, 2024 as Police Week.

Police Chief, Marco Vargas spoke regarding this item.

**13. Presentation:**

Mayor/Chief Vargas

On the promotion of Heli Sierra to Sergeant.

Police Chief, Marco Vargas spoke regarding this item.

14. **Discussion and Action:**

Mayor/Chief Vargas

On authorizing the Mayor or his designee to negotiate and sign an MOU with Ysleta Pueblo Del Sur Native Pathways Program for a summer youth work program.

Police Chief, Marco Vargas, 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 – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

15. **Discussion:**

Mayor/Chief Planner

**1st Reading of Ordinance No. \_\_\_\_\_**, An Ordinance Adopting a Zoning Change Within the Municipal Limits of the Town of Horizon City, Texas; Rezoning Two Parcels From A-1 (Apartments) to C-1 (General Commercial); Containing Approximately 3.9686 Acres; Being A Parcel of Land Out of Section 31, Block 78, Township 3, Texas and Pacific Railway Company Surveys and A Portion of Section 31, Block 78, Township 3, Texas and Pacific Railway Company Surveys, Town of Horizon City, El Paso County, Texas; North of Horizon Blvd and West of Kenazo Ave; 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.

Planning Director, Michelle Garcia spoke regarding this item.

16. **Discussion:**

Mayor/Finance Director

**1st Reading of Ordinance No. 0296 Amendment No. 01**, An ordinance amending Ordinance No. 0296 of the Town of Horizon City, adopting the municipal budget for the 2023-2024 fiscal year, to allow for the transfer of funds in the 2023 street maintenance surplus funds to the 2024 street maintenance program; and from the mass transit public service budget to the planning operating budget; and providing for repealer and severability clauses.

Planning Director, Michelle Garcia spoke regarding this item.

17. **Executive Session**

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

**ADJOURNMENT**

A motion was made by Councilman Mendoza and seconded by Councilwoman Urrutia to adjourn at 8:11 PM.

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

**Attest:**

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

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

**RESOLUTION**

That the Town of Horizon City, Texas hereby accepts the following real estate located within the city limits:

LOT 9A, Block 1, HORIZON MESA UNIT THREE,  
a subdivision in El Paso County, Texas according to  
the plat thereof recorded in Volume 80, Page 12 Plat  
Records of El Paso County, Texas

from Hunt Communities Holding, LLC, a Texas limited liability company and the City Clerk is authorized to record the General Warranty Deed delivered by Hunt Communities Holding, LLC in the Real Property Records of El Paso County, Texas.

**PASSED AND APPROVED THE \_\_\_\_\_ DAY OF JUNE 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**



**TOWN OF HORIZON CITY  
MEMORANDUM**

**Date:** June 10, 2024

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

**From:** Michelle Garcia, Planning Director

**SUBJECT:** On a Resolution authorizing the Town of Horizon City, Texas to accept a transfer of real estate described as Lot 9A, Block 1, Horizon Mesa Unit Three, a subdivision in El Paso County, Texas from Hunt Communities Holdings, LLC.

---

The proposed resolution will allow the City to accept a portion of Horizon Mesa Park that is shown to be under private ownership for maintenance. The portion in question was included in the plat for the Horizon Mesa Unit Three subdivision; however, the property record on file with the Central Appraisal District shows it to still be under the ownership of the developer, Hunt Communities Holding, LP.

The area in question has been part of the park since it was first constructed and the approval of this transfer does not make any changes to the existing park boundaries and/or improvements. It simply cleans up the ownership discrepancy.

Staff recommends approval of this resolution.

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**GENERAL WARRANTY DEED**

Effective Date: May 31<sup>st</sup>, 2024

Grantor: Hunt Communities Holding, LLC, a Texas limited liability company

Grantor's Mailing Address: 601 North Mesa, Suite 1900, El Paso, El Paso County, Texas 79901

Grantee: Town of Horizon City, Texas

Grantee's Mailing Address: 14999 Darrington Road, Horizon City, TX 79928

Consideration: The sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor.

Property: Lot 9A, Block 1, HORIZON MESA UNIT THREE, a subdivision in El Paso County, Texas, according to the plat thereof recorded in Volume 80, Page 12, Plat Records of El Paso County, Texas.

9

**SUBJECT, HOWEVER, to:**

- (i) Taxes for the year 2024 and thereafter, which taxes have been prorated as of the date hereof and the payment of which is hereby expressly assumed by Grantee;
- (ii) Easements, restrictions, reservations, transfers, covenants, and rights-of-way of record and/or apparent on the property; and
- (iii) Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or any overlapping of improvements.

**TO HAVE AND TO HOLD** the above described property, together with all and singular, the rights and appurtenances thereto in anywise belonging unto Grantor, its successors and assigns forever; and Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, the said premises unto Grantee, its successors and assigns, against every

person whomsoever lawfully claiming or to claim the same, or any part thereof, except as to those items to which this Deed is above made subject.

SIGNED on the 31<sup>st</sup> day of May, 2024.

**HUNT COMMUNITIES HOLDING, LLC**, a  
Texas limited liability company

By: \_\_\_\_\_  
Name: MICHAEL S. VIRAMONTES  
Title: VICE PRESIDENT

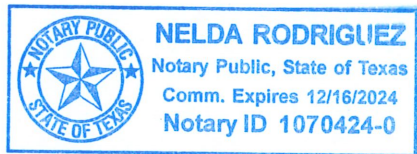
10

THE STATE OF TEXAS    )  
  )  
COUNTY OF EL PASO    )

This instrument was acknowledged before me on May, 31<sup>st</sup>, 2024, by Michael S. Viramontes, Vice President of HUNT COMMUNITIES HOLDING, LLC, a Texas limited liability company, on behalf of said company.

Nelda Rodriguez  
\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

My commission expires:  
12-16-2024







**TOWN OF HORIZON CITY  
MEMORANDUM**

**Date:** June 11, 2024

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

**From:** Albert Valle, Public Works Director

**SUBJECT:** On the award of Solicitation Informal Bid No. 2024-002PW Sidewalk placement/replacement at various locations within Horizon City limits to R & L Mimbela Enterprises, LLC as the lowest responsive, responsible bidder, in the amount of \$12,875.00.

---

Staff solicited bids for repair and replacement of sidewalk sections in various locations throughout the City on April 2024 and opened sealed bids on May 16, 2024. The scope of work includes removing existing damaged sidewalks at 8 various locations within Horizon City limits (locations shown in the bid document attached for reference), installing wire mesh and pouring new concrete. Also, installing new sidewalk in front of Thayer Pease Pond #1 (next to 14343 Thayer Pease Dr.) for accessibility purposes. Five contractors submitted a sealed bid and the bid tabulation is as follows:

<b>Sidewalk Placement/Replacement Bid No. 2024-002PW</b>	
<b>Company</b>	<b>Amount</b>
R & L Mimbela Enterprises, LLC	\$12,875.00
Del Mar Contracting, Inc.	\$36,600.00
Hawk Construction	\$23,772.75
Horizone Construction LLC	\$15,000.00
Black Bear Contractors LLC	\$25,000.00

After evaluation of the bid, and upon the recommendation of the Public Works Director, staff recommends award of the construction project R & L Mimbela Enterprises, LLC, as the lowest, responsive, responsible bidder, in the amount of \$12,875.00.

Attached for your review is the bid as submitted.

# Invitation to Bid

## Informal Bid

Construction/Public Works Project

Non-Construction/Non-Public Works Project

**PROJECT:** Sidewalk Placement/Replacement 2024

**Bid No. 2024-002PW**

Sealed bids will be received  
until 2:00 P.M. (MDT) on  
5/16/2024

**\*\*This is an informal bid. Please do not submit if your bid exceeds \$49,999.00.\*\***

Return Bid to: Public Works Department  
Horizon City  
14999 Darrington Road  
Horizon City, Texas 79928

## INSTRUCTIONS TO BIDDERS—INFORMAL BID REQUEST

### 1. RECEIPT AND OPENING OF BIDS

- Bids received in the Horizon City Public Works Department after the submission deadline shall be returned unopened and will be considered void and unacceptable. Horizon City is not responsible for delayed mail, carrier, etc. and the time/date stamp clock used upon receipt of any bid in the Public Works Department shall be the official time of receipt.
- Bids are solicited for furnishing the materials and services set forth in this invitation to bid. Completed bid proposals must be received in the Horizon City Public Works Department by the deadline stated above. All bids must be in a sealed envelope clearly marked with the bid description and opening date on the outside of the envelope. If submitting your bid by express mail, please place the bid in a separate sealed envelope inside the carrier's envelope.
- **BIDS MAY NOT BE FAXED OR E-MAILED.**
- Bids may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. After the official opening, bids may not be amended, altered or withdrawn within sixty (60) consecutive calendar days without the written permission of the City.

### 2. PREPARATION OF BID

- Bidders are advised that the plans, specifications and other documents on file as compiled into the furnished bid packet shall constitute all the information which the City shall furnish. The City excludes any express or implied warranties relating to such documents. Bidders are required, prior to submitting any bid, to review the plans and read the specifications, bid, and contract forms carefully; to visit the site of the work; to examine carefully local conditions; to inform themselves by their independent research, tests and investigations of the difficulties to be encountered and judge for themselves the accessibility of the work and all attending circumstances affecting the cost of doing the work or time required for its completion; and to obtain all information required for its completion; and to obtain all information required to make an intelligent bid.
- No information given by the City or any official thereof shall be binding upon the City. Bidders shall rely exclusively upon their own estimates, investigations, tests and other data which are necessary for full and complete information upon which the bid may be based. Any bidder, by submitting his bid, represents and warrants: that he has prepared his bid in accordance with the specifications, with full knowledge and understanding of the terms and provisions thereof; that he has reviewed, studied and examined the bid prior to the signing and submission of same; and that he was cognizant of the terms of his bid, verified his

calculations and found them to be correct and agrees to be bound thereby.

- The bidder shall submit his bid on the forms furnished by the Owner. All blank spaces in the form shall be correctly filled in and the bidder shall state the prices both in words and numerals, for which he proposes to do the work contemplated or furnish the material required. Such prices shall be written in ink distinctly and legibly. In cases of discrepancy between the price written in words and price written in figures, the price written in words shall govern.
- If the bid is submitted by an individual, his name must be signed by him or his duly authorized agent. If the bid is submitted by an association or partnership, the name and address must be given and the bid signed by a duly authorized member of the association or partnership. If the bid is submitted by a corporation, the corporate name and business address must be given and the bid signed by a duly authorized corporate officer or agent. Powers of attorney authorizing agents to sign the bid must be properly certified and must be in writing and submitted with the bid. The bid shall be executed in ink.
- The bidder shall sign and date his bid where shown in the signature block. The person signing the bid must have the authority to bind the company in a contract. Bids which are not signed where indicated may be rejected.
- Horizon City is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, **the bid price shall not include taxes**. Bidder shall bear the responsibility of any sales or use tax if any product or supply is deemed to be taxable by state. Horizon City will furnish, upon request, sales tax exemption forms to the bidder that is awarded.
- The bidder agrees if this bid is accepted, to furnish any and all services and materials upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications.
- All delivery and freight charges are to be included in the bid price.
- Any reference to model/make/manufacturer used in bid specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on items of like quality will be considered unless indicated by stating no substitutions allowed.
- Quantities indicated in the bid are estimated based upon information at the time bids are requested. The City reserves the right to increase or decrease the quantities by any amount it deems necessary and as permitted by law to meet its needs without any adjustment in the contract price.
- Design, strength and quality of materials must conform to the highest standards of manufacturing practice.

- The contractor will be required to file for the appropriate permits as required by City Ordinance.

### **3. ADDITIONAL PROVISIONS APPLICABLE TO A PUBLIC WORKS/ CONSTRUCTION PROJECT**

- Each Bidder must inform themselves fully of the conditions relating to the construction of the project designated as a public works or construction project and the employment of labor thereon, including but not limited to familiarity with the project site and any utilities or other affected parties. Failure to do so will not relieve a successful Bidder of their obligation to furnish all material and labor necessary to carry out the provisions of their contract or take all actions necessary with respect to coordinating with any utilities or other affected parties.
- All insurance requirements, including workers' compensation and liability, as outlined under State Law, shall be met prior to any services rendered and shall remain in effect during the time of the contract associated with an accepted bid.
- All current Federal and the State of Texas wage laws shall be complied with, including Chapter 2258 of the Government Code regarding the payment of prevailing wage rates. The Contractor and any subcontractor under him shall pay all laborers, workmen and mechanics of all skills employed at the site to perform work, not less than the Town of Horizon City adopted rates of wages for work of a similar character. The wage rates shall comply with the attached wage rate list.

### **4. ADDENDA AND INTERPRETATIONS**

- No interpretation of the meaning of plans, specifications, or other prebid documents will be made to any Bidder orally. Every request for such interpretation should be in writing addressed to the Horizon City Public Works Director, 14999 Darrington Road, Horizon City, Texas 79928.
- Any interpretations, corrections or changes to this Invitation to Bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Horizon City Public Works Director or other designee of the Mayor. Addenda will be sent to all who are known to have received a copy of this Invitation to Bid.
- Bidders shall acknowledge receipt of all addenda on the sealed envelope containing their bid and all addenda so issued shall become part of the contract documents.

### **5. METHOD OF AWARD—LOWEST RESPONSIBLE AND RESPONSIVE BIDDER**

- Horizon City reserves the right to reject any or all products and/or services covered in this

Invitation to Bid and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interests of Horizon City.

- Horizon City reserves the right to award bids on a lump sum or unit price basis, whichever is in the best interest of the City. Horizon City reserves the right to split the bid between bidders on individual prices.
- All bids meeting the intent of this Invitation to Bid will be considered for award. Bidders taking exception to specifications, or offering substitutions, shall state these exceptions in the section provided on the Bid Form or by attachments as a part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions, and the City shall hold the bidder responsible to perform in strict accordance with the specifications of this invitation. Horizon City reserves the right to accept any, all, or none of the exception(s)/substitution(s) deemed to be in the best interest of the City.
- Bidders must supply with their bid, a list of at least three (3) references where like goods or services have been supplied by their company. Include name of the business, address, telephone number and name of representative with whom the City may speak.
- For any Public Works / Construction project exceeding \$20,000.00, Bidder must demonstrate successful construction of, and successful completion of one (1) project similar in nature and scope of this Project and one (1) project with a value of at least fifty percent (50%) of the value bid for this project, within the last five (5) years. In determining the lowest and best bidder, in addition to price, the City may consider the ability, capacity and skill of Bidder to perform the contract or provide the service required, the character, responsibility, integrity, reputation, and experience of the Bidder, and any documentation of the quality of performance on any previous City contracts or any previous or existing noncompliance by the Bidder with specification requirements.
- Section 176.006 of the Texas Local Government Code requires a bidder/vendor to file a conflict of interest questionnaire if the vendor has a business relationship with the City and has:
  - a) an employment or other business relationship with an officer or an officer's family member that results in that person receiving taxable income that is more than \$2,500 in the preceding twelve months; or
  - b) has given an officer or an officer's family member one or more gifts totaling more than \$250 in the preceding twelve months.

A vendor/bidder is required to file a questionnaire not later than the seventh business day after the later of the following:

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

State law requires that a vendor file an updated questionnaire with the City Clerk's office annually, before September 1<sup>st</sup>, and or not later than the 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate. Compliance with this law is the responsibility of each bidder/vendor.

- Section 2252.908 of the Texas Government Code requires an “interested party” as that term is defined in Section 2252.908(a)(3) to submit a disclosure of interested parties to the city at the time the contract is submitted to the city council for approval. The successful bidder, upon notification that this submission is required, shall complete Form 1295 as required by the State of Texas, Texas Ethics Commission and timely submit a signed and notarized copy of the form to the City.
- If this bid is accepted and approved by the Town of Horizon City, this bid shall be incorporated into a contract. No oral agreements either expressed or implied shall be valid. No different or additional terms will become part of this contract with the exception of a change arising.
- By accepting this invitation to bid and bidding on the item(s) set forth above you are accepting any and all of the general conditions set forth above and any additional specifications and conditions contained within the contract attached.
- Bidders may be disqualified and their bid not considered for the following specific reasons:
  - (a) reason for believing collusion exists among the bidders;
  - (b) reasonable grounds for believing that any bidder is interested in more than one bid for the work contemplated;
  - (c) the bidder being currently in any litigation against the Town of Horizon City, or where such litigation is contemplated or imminent, in the sole opinion of the Public Works Director or other designee of the Mayor;
  - (d) the bidder being in arrears on any existing contract or having defaulted on a previous contract;
  - (e) lack of competency, responsibility or financial capability;
  - (f) uncompleted work which in the judgment of the Public Works Director or other designee of the Mayor shall prevent or hinder the prompt completion of additional work if awarded;
  - (g) unbalanced value of any bid items.
- After bids are opened, the bids shall be tabulated for comparison on the basis of the bid prices and quantities shown in the bid. Until final award of the contract, the City reserves the right to reject any or all bids, to waive technicalities or irregularities at its option, to re-advertise for new bids or proceed to do the work otherwise in the best interests of the City. Each bidder shall be furnished a copy of the bid tabulation upon request.
- The award by the Town of Horizon City, if made, shall be to the lowest responsive, responsible bidder within 60 days after the opening of bids; but in no case shall the award be made until after investigations are made as to the responsibility of the bidder to whom

it is proposed to award the contract. Delivery of the NOTICE OF AWARD shall be hand-delivery, evidenced by a written and dated receipt, or by Certified Mail, and the date of receipt shall be established as the date of Delivery shown on the US Postal Service Domestic Return Receipt form or facsimile confirmation.

- The person or persons, partnership, company, firm, association or corporation to whom a contract is awarded shall within 10 working days after receipt of the contract sign the necessary agreements entering into the required contract with the City and provide the necessary evidence of insurance as required under the contract documents within 30 days. No contract shall be binding on the City until all authorized signatures required by law have been affixed and the executed contract delivered to the Contractor.
- The failure of the bidder to execute the contract within 10 days or provide the required evidence of insurance shall constitute a breach of his bid and the City may annul the award. In the event the Owner should seek new informal bids, the defaulting Contractor shall not be eligible to bid.

## HORIZON CITY

### Sidewalk Placement/Replacement Scope BID SPECIFICATIONS

#### **Description of work:**

- \*Saw cut as needed (see pictures with removal description below). Remove and dispose of existing concrete material (area marked in red).
- \* Cut/fill as necessary to pour 4 inches of 3000 psi concrete (area marked in red). Then Compact the area.
- \*Add 6 x 6 – 6/6 W.W.F. to the area of work (area marked in red). Wire Mesh will be provided by Horizon City.
- \*Coordinate with the Town of Horizon for inspections for inspection of slope and forms.
- \*Pour 4 inches of 3000 psi concrete (area marked in red) with 2% max. Cross slope and 5% max. Running slope.
- \*Concrete finish shall be rough (area marked in red).
- \*Provide expansion joint material at all sides where new concrete meets existing sidewalk or driveway.
- \*Where existing buckled slabs exceed 5ft. in length, provide control/contraction joints spaced evenly.
- \*Match existing sidewalk width.
- \*Dispose of Material properly.
- \*Provide Traffic Control to comply with Horizon City's design standards for construction.
- \*Coordinate and notify homeowners when the work will be performed.
- \*Return adjacent landscaping/concrete/curb/rock walk area disturbed back to the original state.
- \* Notify 811 "one call" notification system
- \*Contractors shall comply with all safety requirements from Federal, State and local entities. All applicable safety requirements for the job shall be the responsibility of the contractor to provide safety vests, hardhat, boots, shoring box, proper traffic control equipment among other items.

**LOCATION**

**208 Tierra Linda Dr.**



**\*Remove and replace (2 concrete slabs)**

**14365 Cocotitlan Dr.**



**\*Remove and replace (2 concrete slabs)**

**324 Tierra Linda Dr.**



**\*Remove and replace (2 concrete slabs)**

**328 Tierra Linda Dr.**



**\*Remove and replace (2 concrete slabs)**

659 Danube Dr.



**\*Remove and replace (2 concrete slabs)**

14337 Desert Fire St.



**\*Remove and replace (2 concrete slabs)**

**Rodman Dr./Glenosa St. city retention Pond**

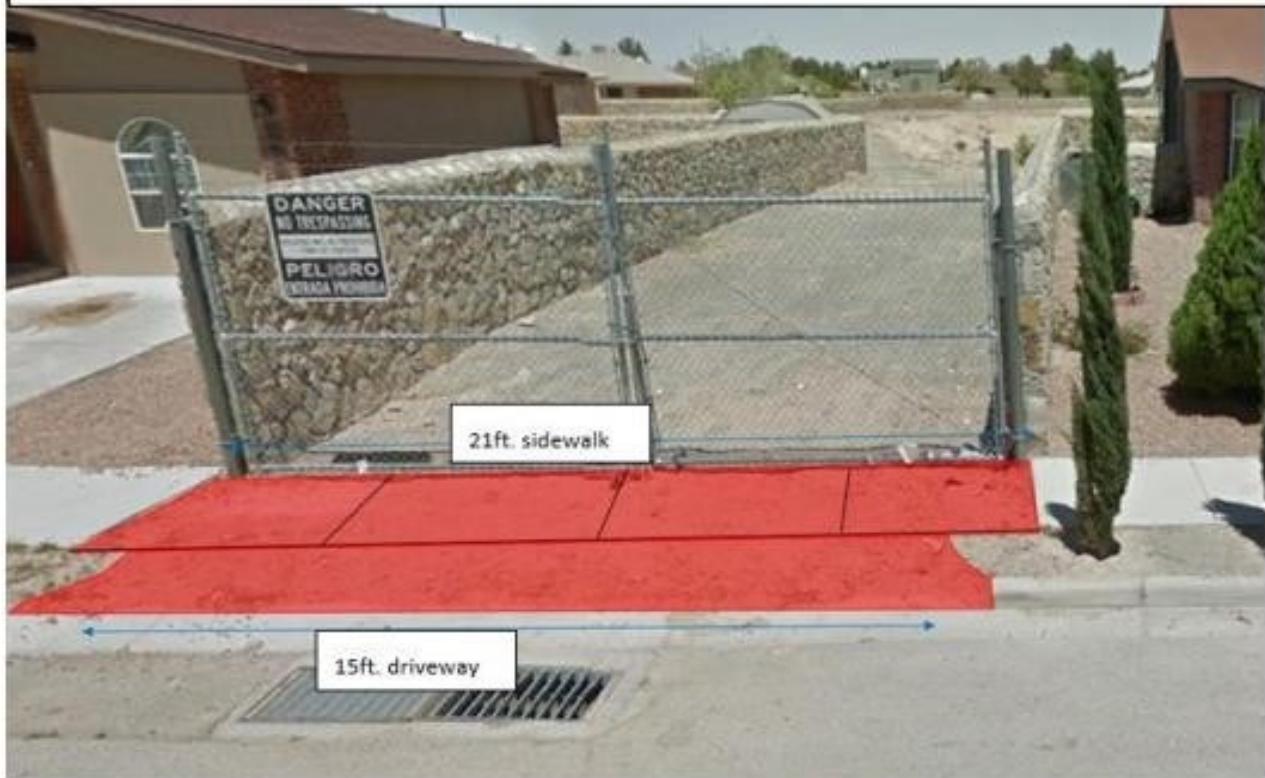


**\*Remove and replace (2 concrete slabs)**

**Thayer Pease Pond #1 entrance new and sidewalk driveway (next to 14313 Thayer Pease Dr.).**

**Description of work:**

- \*Install 21ft. long sidewalk with 5ft. width. (area marked in red).
- \*Cut/fill as necessary to pour 4 inches of 3000 psi concrete (area marked in red). Then Compact the area.
- \*Add 6 x 6 – 6/6 W.W.F. to the area of work (area marked in red).
- \*Coordinate with the Town of Horizon for inspections for inspection of slope and forms.
- \*Pour 4 inches of 3000 psi concrete (area marked in red)
- \*Sidewalk shall comply with 2% max. cross slope and 5% max. Running slope.
- \*Adjust/saw cut existing curb and gutter as necessary to tie into the new curb. Provide 2.5' radius on curb.
- \*Concrete finish shall be rough (area marked in red).
- \*Provide expansion joint material at all sides where new concrete meets existing sidewalk or curb.
- \*Dispose of Material properly.
- \*Return adjacent landscaping/concrete/curb/rock walk area disturbed back to the original state.
- \*Contractor shall comply with all safety requirements from Federal, State and local entities. All applicable safety requirements for the job shall be the responsibility of the contractor to provide safety vests, hardhat, boots, shoring box, proper traffic control equipment among other items.



## **CONTRACTOR RESPONSIBILITIES**

- Notify School Principal or representative (if applicable).
- Make repairs to areas disturbed due to the work such as landscape, signs, drop inlets, utility lines, H.C. Ramps, curb and gutter and/or any disturbed structures/areas due to the work. (as needed)
- Contact Texas 811.
- If a water/sanitary sewer leak is encountered during the excavation, all work is to be stopped, area is to be secured and the Town of Horizon shall be notified immediately.
- Contractor shall comply with all safety requirements from Federal, State and local entities. All applicable safety requirements for the job shall be the responsibility of the contractor to provide safety vests, hardhat, boots, shoring box, proper traffic control equipment among other items.
- Coordinate with Horizon City representative for Geotechnical testing (if applicable).
- Contractor shall be responsible for removal and disposal of the material.
- All work must be performed between 8 AM and 5 PM Monday thru Friday, excluding weekends and Holidays. Work Zone traffic control must be maintained per. TXDOT Manual on Uniform Traffic Control Devices (TMUTCD) requirements. All work must conform to the provisions of City Ordinance No. 0040. Cut and excavation permit required.

## **Standards for Work and Supervision**

Inspection shall be required once the work has been completed.

## **Prices**

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

## **Insurance Requirements**

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

## **Contract**

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

**BID FORM**

<b>REQUIRED SPECIFICATIONS</b>	<b>CAN YOU COMPLY?</b>	
	<b>YES</b>	<b>NO</b>
<b>Total Bid Price</b>		

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

<b>EXCEPTIONS</b>

## BIDDER INFORMATION SHEET

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

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

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

---

Corporate Secretary Signature and Corporate Seal

**BID SUMMARY**

Total Bid \_\_\_\_\_  
(In Figures)

Total Bid \_\_\_\_\_  
(In Words)

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

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

\_\_\_\_\_  
**CONTRACTOR**

\_\_\_\_\_  
**BY**

\_\_\_\_\_  
**TITLE**

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

**ATTEST:**

\_\_\_\_\_  
**ADDRESS**

\_\_\_\_\_  
**SECRETARY**

\_\_\_\_\_  
**TELEPHONE**

## CONTRACT TIME

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

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO    )

## CERTIFICATION OF NONCOLLUSION

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires


**BID FORM**

	CAN YOU COMPLY?	
	YES	NO
<b>REQUIRED SPECIFICATIONS</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Total Bid Price</b>	\$12,875	

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

EXCEPTIONS

### BIDDER INFORMATION SHEET

Company Name	R&L Mimbela Enterprises LLC
Address	700 Eagle dr.
City, State, Zip	Anthony, NM, 88021
Phone Number	915-252-2400
Fax Number	none
Email Address	rlmimbelaenterprises@yahoo.com
Tax Identification Number	471735103
Signature of Authorized Agent	
Printed Name of Authorized Agent	Robert Mimbela
Title	owner
Date	5-16-2024

915 252-5596

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

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

---

Corporate Secretary Signature and Corporate Seal

**BID SUMMARY**

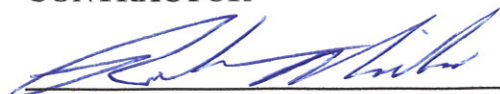
Total Bid \$ 12,875  
(In Figures)

Total Bid Twelve thousand eight hundred seventy five  
(In Words)

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

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

R&L Mimbela Enterprises LLC  
**CONTRACTOR**

  
**BY**

OWNER  
**TITLE**

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

**ATTEST:**

700 Easle dr Anthony, NM, 88021  
**ADDRESS**

\_\_\_\_\_  
**SECRETARY**

(915) 252-2400  
**TELEPHONE**

**CONTRACT TIME**

Bidder agrees to commence work on a date to be specified in a written "Notice to Proceed" issued by the City. The Contract Time shall begin on the date to commence work specified in the Notice to Proceed and shall run for 10 additional CONSECUTIVE CALENDAR DAYS thereafter. Bidder shall Substantially Complete the project within per contract CONSECUTIVE CALENDAR DAYS after the date to commence work in the Notice to Proceed. Bidder agrees to pay, as liquidated damages, the sum as specified in the Special Conditions for each consecutive calendar day after the Contract Time.

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO    )

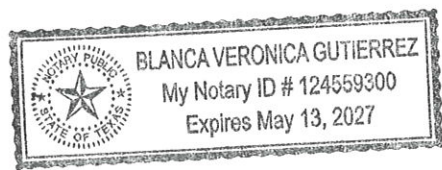
**CERTIFICATION OF NONCOLLUSION**

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

[Signature]  
Signature

owner  
Title

SUBSCRIBED AND SWORN to before me by Roberto Mimbela on this 16 day of May, 2024.



[Signature]  
Notary Public  
May 13, 2027  
My Commission Expires

References:

FT James Contractor

700 W. Paisano Dr.

El Paso, TX 79901

Laura Monteleone

(915) 474-4162

Jag Construction

3750 Durazno

El Paso, TX 79905

Miguel Lezama

(915) 5014-4809

Mirador Construction

8201 Lockheed dr. #110

El Paso, TX 79925

Luis Silva

(915) 546-4111

# Memorandum of Action 24-13



**TO:** Personnel Concerned  
**FROM:** Police Chief Marco A. Vargas  
**RE:** Promotion of Personnel  
**DATE:** June 06, 2024

---

Effective June 16, 2024, Jaime Crespo is promoted to Lieutenant. Promotion Ceremony will take place during City Council Meeting on Tuesday June 11, 2024 at 6:00pm.

Congratulations!

Thank You,



**TOWN OF HORIZON CITY  
MEMORANDUM**

**Date:** June 11, 2024  
**To:** Honorable Mayor and Members of City Council  
**From:** Art Rubio, Planner  
**SUBJECT:** **2nd Reading of Ordinance No. \_\_\_\_\_**, An Ordinance Adopting a Zoning Change Within the Municipal Limits of the Town of Horizon City, Texas; Rezoning Two Parcels From A-1 (Apartments) to C-1 (General Commercial); Containing Approximately 3.9686 Acres; Being A Parcel of Land Out of Section 31, Block 78, Township 3, Texas and Pacific Railway Company Surveys and A Portion of Section 31, Block 78, Township 3, Texas and Pacific Railway Company Surveys, Town of Horizon City, El Paso County, Texas; North of Horizon Blvd and West of Kenazo Ave; and Authorizing the Notation of the Change on the Official Zoning Map of the Town; Providing for the Following: Findings of Fact; Repealer; Severability; and Proper Notice and Hearing.

---

On May 20, 2024 the P&Z unanimously recommended approval of the rezoning request from A-1 (Apartments) to C-1 (General Commercial).

The applicant's request is to rezone the property to C-1 (General Commercial) Zoning District to allow for commercial uses currently not permitted in A-1 (Apartments) Zoning District, the proposed uses will provide goods and services needed by the community. Staff recommendation to the Planning and Zoning Commission is approval, based on compatibility with surrounding properties to the east and southwest of the subject property.

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

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

**AN ORDINANCE ADOPTING A ZONING CHANGE WITHIN THE MUNICIPAL LIMITS OF THE TOWN OF HORIZON CITY, TEXAS; REZONING TWO PARCELS FROM A-1 (APARTMENTS) TO C-1 (GENERAL COMMERCIAL); CONTAINING APPROXIMATELY 3.9686 ACRES; BEING A PARCEL OF LAND OUT OF SECTION 31, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS AND A PORTION OF SECTION 31, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS; NORTH OF HORIZON BLVD AND WEST OF KENAZO AVE; AND AUTHORIZING THE NOTATION OF THE CHANGE ON THE OFFICIAL ZONING MAP OF THE TOWN; PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; REPEALER; SEVERABILITY; AND PROPER NOTICE AND HEARING.**

- WHEREAS**, an application was made to change a designated zone for a parcel of property as identified herein within the municipal limits of the Town of Horizon City; and
- WHEREAS**, said application was forwarded to and considered by the Town of Horizon City Planning and Zoning Commission; and
- WHEREAS**, the Planning and Zoning Commission has complied with all state and local laws affecting the changing of zones and held a public hearing to obtain public comments; and
- WHEREAS**, the Planning and Zoning Commission has recommended that the zoning on the parcel of property be rezoned to C-1 (General Commercial) Zoning District; and
- WHEREAS**, the City Council of the Town of Horizon City ("Town Council") seeks to promote safe, orderly and consistent use and development of real property; and
- WHEREAS**, the notice required by the Texas Local Government Code has been published in the official newspaper and given to adjacent property owners; and
- WHEREAS**, public hearings have been held by the Town Council as required by law; and
- WHEREAS**, all written and oral protests (if any) submitted against the proposed zoning change have been reviewed and considered; and
- WHEREAS**, the Town Council in its decision for rezoning finds that such rezoning is in the public interest of the Town of Horizon City, Texas; and

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

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

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

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

### **I. REZONING**

The zoning be changed from A-1 (Apartments) to C-1 (General Commercial) Zoning District within the meaning of the Zoning Ordinance contained in Chapter 14 on the Horizon City Municipal Code, for approximately 3.9686 acres, more or less, and legally described by Metes & Bounds and Survey Maps, Exhibit "A" attached hereto and by reference included herein:

### **II. ZONING MAP**

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

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

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

### **IV. REPEALER**

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

### **V. SEVERABILITY**

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

**VI. PROPER NOTICE AND MEETING**

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

**PASSED AND APPROVED** this the \_\_\_ day of \_\_\_\_\_, 2024, by a vote of \_\_\_ (ayes) to \_\_\_ (nays) to \_\_\_ (abstentions) of the **Town Council of Horizon City, Texas.**

Town of Horizon City

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

ATTEST:

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

APPROVED AS TO FORM:

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

First Reading: 05/14/2024  
Second Reading: 06/11/2024

EXHIBIT "A"

ATCON ENGINEERING  
A 2.9686 ACRE PARCEL  
BEING A PORTION OF SECTION 31, BLOCK 78,  
TOWNSHIP 3, TEXAS AND PACIFIC RAILROAD SURVEYS,  
MAY 19, 1999

PROPERTY DESCRIPTION  
( PARCEL 4-D)

BEING A PORTION OF SECTION 31, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILROAD SURVEYS, EL PASO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE AT THE SOUTHWEST CORNER FOR SECTION 31, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILROAD SURVEYS, THENCE NORTH 89°56'48" EAST ALONG THE CENTERLINE OF HORIZON BOULEVARD AND ALONG THE SOUTH LINE FOR SECTION 31, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILROAD SURVEYS A DISTANCE OF 3350.36 FEET TO A POINT ON THE CENTERLINE INTERSECTION OF HORIZON BOULEVARD AND EASTLAKE DRIVE; THENCE, NORTH 00°03'12" EAST ALONG THE CENTERLINE OF EASTLAKE DRIVE A DISTANCE OF 130.00 FEET TO A POINT; THENCE, 978.99 FEET ALONG THE CENTERLINE OF EASTLAKE DRIVE AND ALONG THE ARC OF A CURVE TO THE LEFT WHICH HAS A CENTRAL ANGLE OF 28°42'39", A RADIUS OF 1953.69 FEET AND A CHORD WHICH BEARS NORTH 14°24'31" WEST A DISTANCE OF 968.78 FEET TO A POINT; THENCE, NORTH 28°43'38" WEST CONTINUING ALONG SAID CENTERLINE A DISTANCE OF 1512.51 FEET TO A POINT; THENCE, SOUTH 61°14'10" WEST A DISTANCE OF 60.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF EASTLAKE DRIVE AND TO THE POINT OF BEGINNING FOR THE PARCEL OF LAND DESCRIBED HEREIN;

THENCE, SOUTH 28°45'50" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 233.00 FEET TO A POINT FOR A CORNER OF THIS PARCEL;

THENCE, SOUTH 61°14'10" WEST A DISTANCE OF 555.00 FEET TO A POINT FOR A CORNER OF THIS PARCEL;

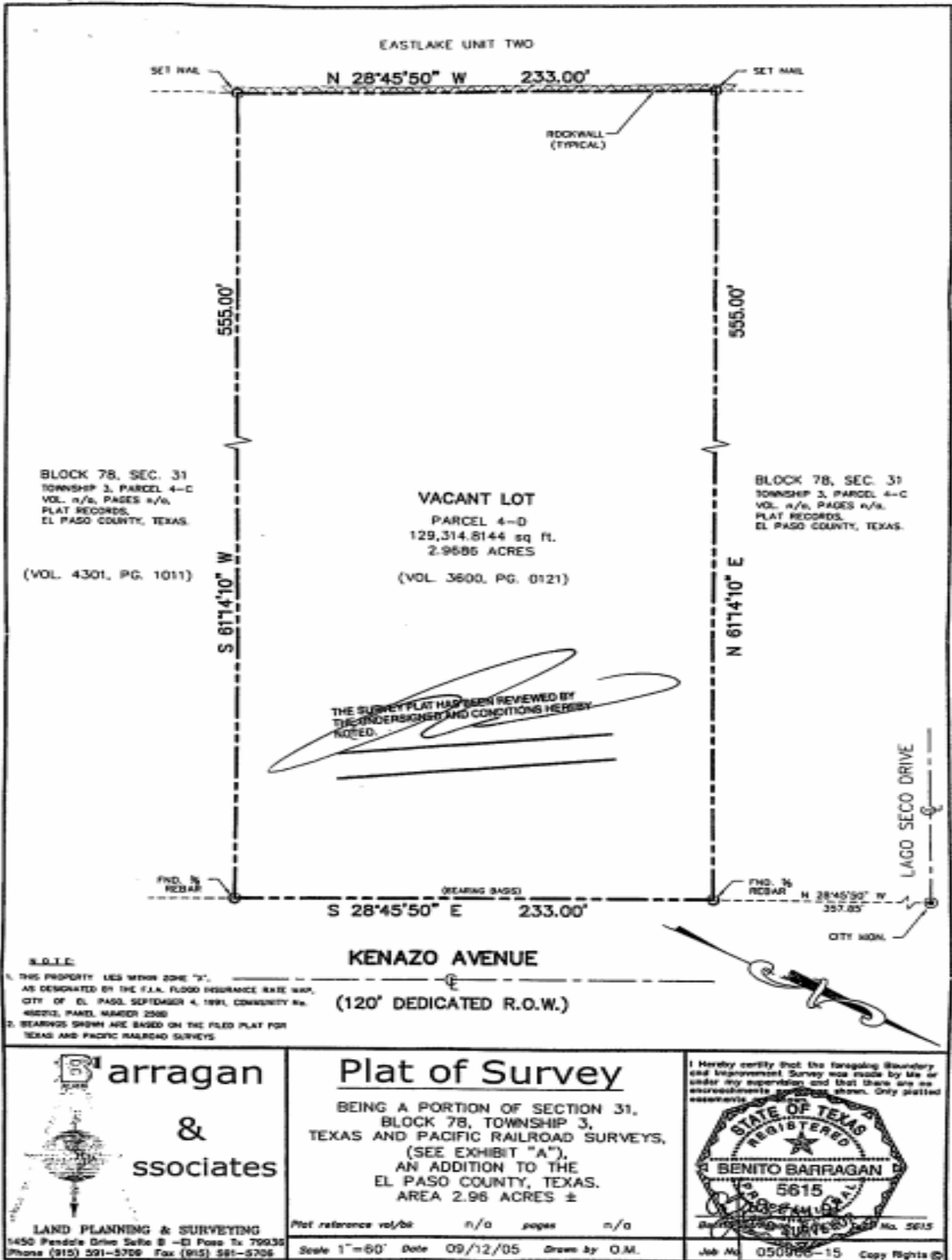
THENCE, NORTH 28°45'50" WEST A DISTANCE OF 233.00 FEET TO A POINT FOR A CORNER OF THIS PARCEL;

THENCE, NORTH 61°14'10" EAST A DISTANCE OF 555.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 129,314.81 OR 2.9686 ACRES OF LAND MORE OR LESS.

NOTES:

1. BEARINGS RECITED HEREIN ARE BASED ON THE SOUTH LINE FOR SECTION 31, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILROAD CO. SURVEYS.
2. A PARCEL PLAN OF THE SAME DATE ACCOMPANIES THIS DESCRIPTION.
3. NOT A GROUND SURVEY.

EXHIBIT "A"



**EXHIBIT "A"**

A parcel of land out of Section 31, Block 78, Township 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, El Paso County, Texas, according to the Resurvey done by El Paso County, Texas and being more particularly described by Metes and Bounds as follows:

COMMENCING at a city monument located at the intersection of the centerline of Lago Seco Drive and westerly right-of-way line of N. Kenazo Blvd.; THENCE, S 28°45'50" E, along said westerly right-of-way line, distance of 358.88 feet, to a point marking the northeasterly corner for said 2.9686 acre tract, from whence a found 1/2" rebar for the southeasterly corner for said 2.9686 acre tract bears, S 28°45'50" E, along said westerly right-of-way line, distance of 233.00 feet;

THENCE, S 61°14'10" W, a distance of 10.00 feet to a set 5/8" rebar with cap stamped "B&A", said rebar also being the POINT OF BEGINNING of this parcel;

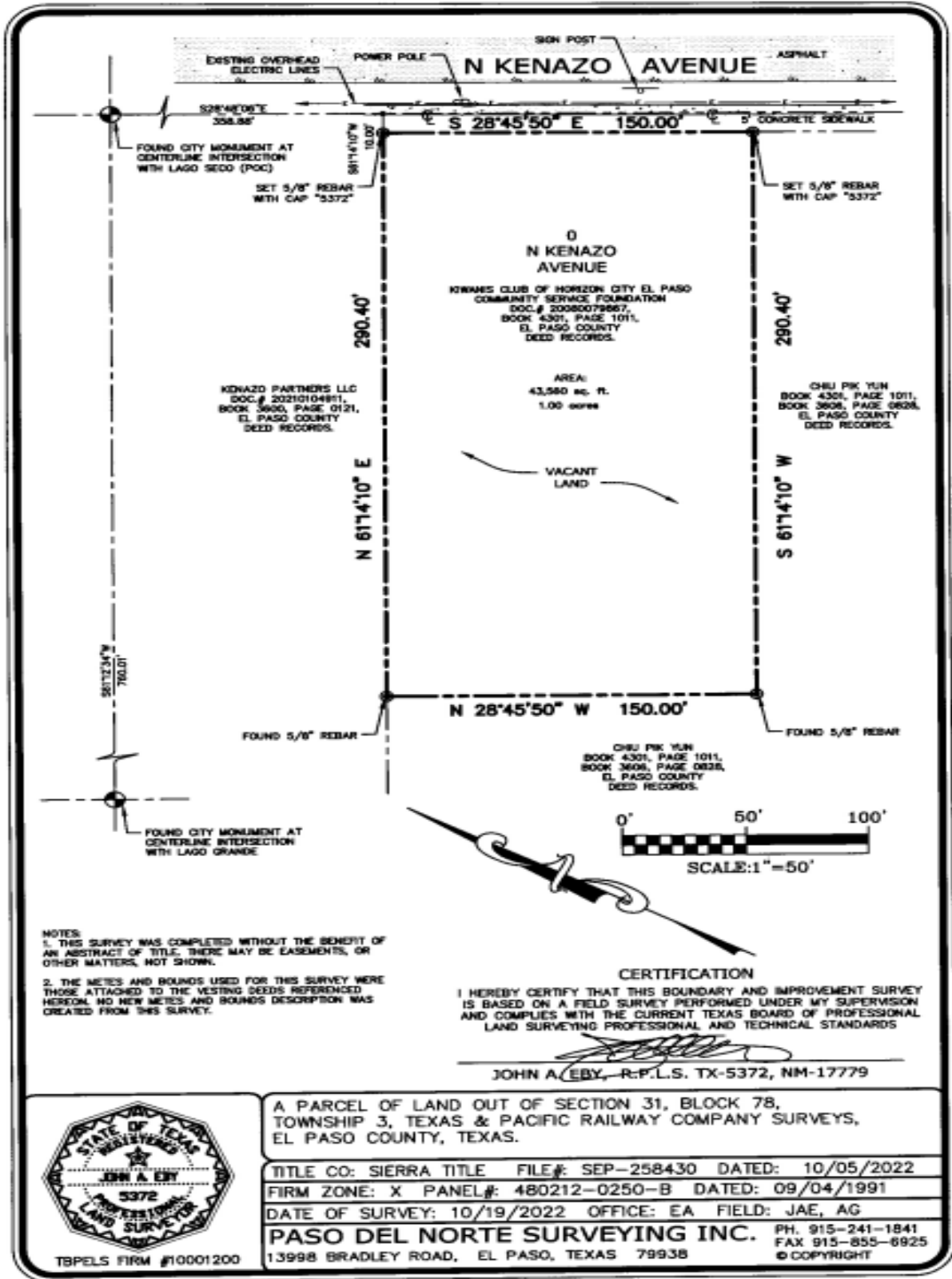
THENCE, S 28°45'50" E, parallel to said westerly right-of-way line, a distance of 150.00 feet to a set 5/8" rebar with cap stamped "B&A" for a corner of this parcel;

THENCE, S 61°14'10" W, a distance of 290.40 feet to a set 5/8" rebar with cap stamped "B&A" for a corner of this parcel;

THENCE, N 28°45'50" W, a distance of 150.00 feet to a set 5/8" rebar with cap stamped "B&A" on the northerly line of said 2.9686 acre tract for a corner of this parcel;

THENCE, N 61°14'10" E, along said northerly line, a distance of 290.40 feet to the POINT OF BEGINNING of this parcel and containing in all 43,560 sq. ft. or 1.00 acres of land more or less.

EXHIBIT "A"





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

**Case No.:** ZRZ24-0001

**Application Type:** **Rezoning**  
**P&Z Hearing Date:** May 20, 2024  
**Staff Contact:** Art Rubio, Planner  
 915-852-1046 ext. 407; [arubio@horizoncity.org](mailto:arubio@horizoncity.org)

**Address/Location:**

**Property ID No.:**

**Legal Description:** A Parcel of Land Out Of Section 31, Block 78, Township 3, Texas and Pacific Railway Company Surveys and A Portion of Section 31, Block 78, Township 3, Texas and Pacific Railway Company Surveys, Town of Horizon City, County of El Paso, Texas ±3.9686-acres

**Property Owner(s):** Kenazo Partners, LLC

**Applicant/Rep.:** Karam Development

**Nearest Park:** Desmond Corcoran

**Nearest School:** Horizon Middle School & Desert Hills Elementary (CISD)

<b>SURROUNDING PROPERTIES:</b>		
	<b>Zoning</b>	<b>Land Use</b>
<b>N</b>	R-9 (Single-Family Dwelling)/R4 (Single-Family Dwelling)	Single-Family Dwellings
<b>E</b>	R-2 (Single-Family Dwelling)/C-1 (General Commercial)/PUD (Planned Unit Development)	Single-Family Dwellings, Schools
<b>S</b>	A-1 (Apartments)/R-9 (Single-Family Dwelling)/C-1 (General Commercial)	Vacant, Apartments, Single-Family Dwellings, Shopping center
<b>W</b>	R-9 (Single-Family Dwelling)	Single-Family Dwellings
<b>LAND USE AND ZONING:</b>		
	<b>Existing</b>	<b>Proposed</b>
<b>Land Use</b>	Vacant	Shopping Center-Retail, Office, Restaurant
<b>Zoning</b>	A-1 (Apartments)	C-1 (General Commercial)

**Application Description:**

The applicant requested to rezone approximately 3.9686 of land that is currently vacant. The subject property is currently zoned A-1 (Apartments) and is proposed to be rezoned as C-1 (General Commercial) to allow for retail and medical offices.

**Notice:**

In accordance with Section 211.007 of the Texas Local Government Code, notices of the April 15, 2024, public hearing for the rezoning request were sent to those property owners

within 200 feet of the subject property 15 days prior to each meeting, then posted in the El Paso Times Newspaper 15 days prior to each meeting. In addition, the applicant is required to erect signs notifying the public of the proposed rezoning on the site proposed for rezoning fifteen (15) days prior to the Planning and Zoning Commission public hearing. Staff has confirmed that the sign has been up 15 days prior to the P&Z public hearing.

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

Horizon City's, Shaping Our Horizon: 2030 Comprehensive and Strategic Plan designates this property as Parks and Open Space, the existing zoning district is A-1 (Apartments). There are existing C-1 zoned properties to the south and east of the subject property. A change of zone from A-1 to C-1 would create a buffer between the lower density residential dwellings to the higher residential dwellings existing to the south of the subject property.

**Staff Recommendation:**

Staff recommends **APPROVAL** of the zone change from A-1 to C-1 in support of a variety of services and goods that are needed to support both low and high density residential in the community. The subject property is located adjacent to a major arterial and compatible C-1 commercial zoning districts to the south and east of the subject property.

**Planning Division Comments:**

The applicant is aware that the subject property is in tract survey form and a subdivision plat is required prior to the issuance of any grading or building permits.

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

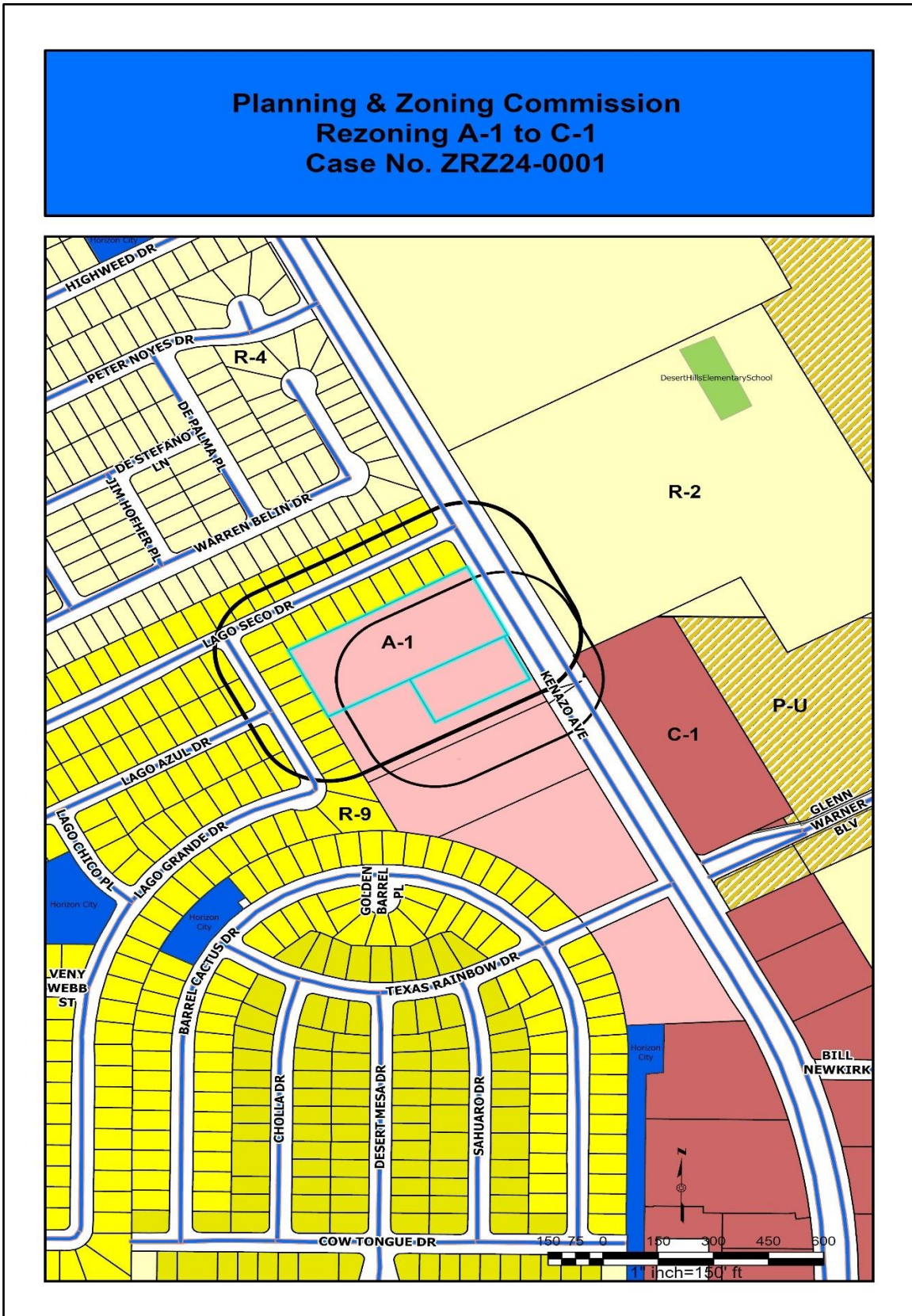
The Planning and Zoning Commission may consider the following options and additional requirements that it identifies when reviewing this Rezoning application:

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

**Attachments:**

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

**Attachment 1: Zoning Designation**

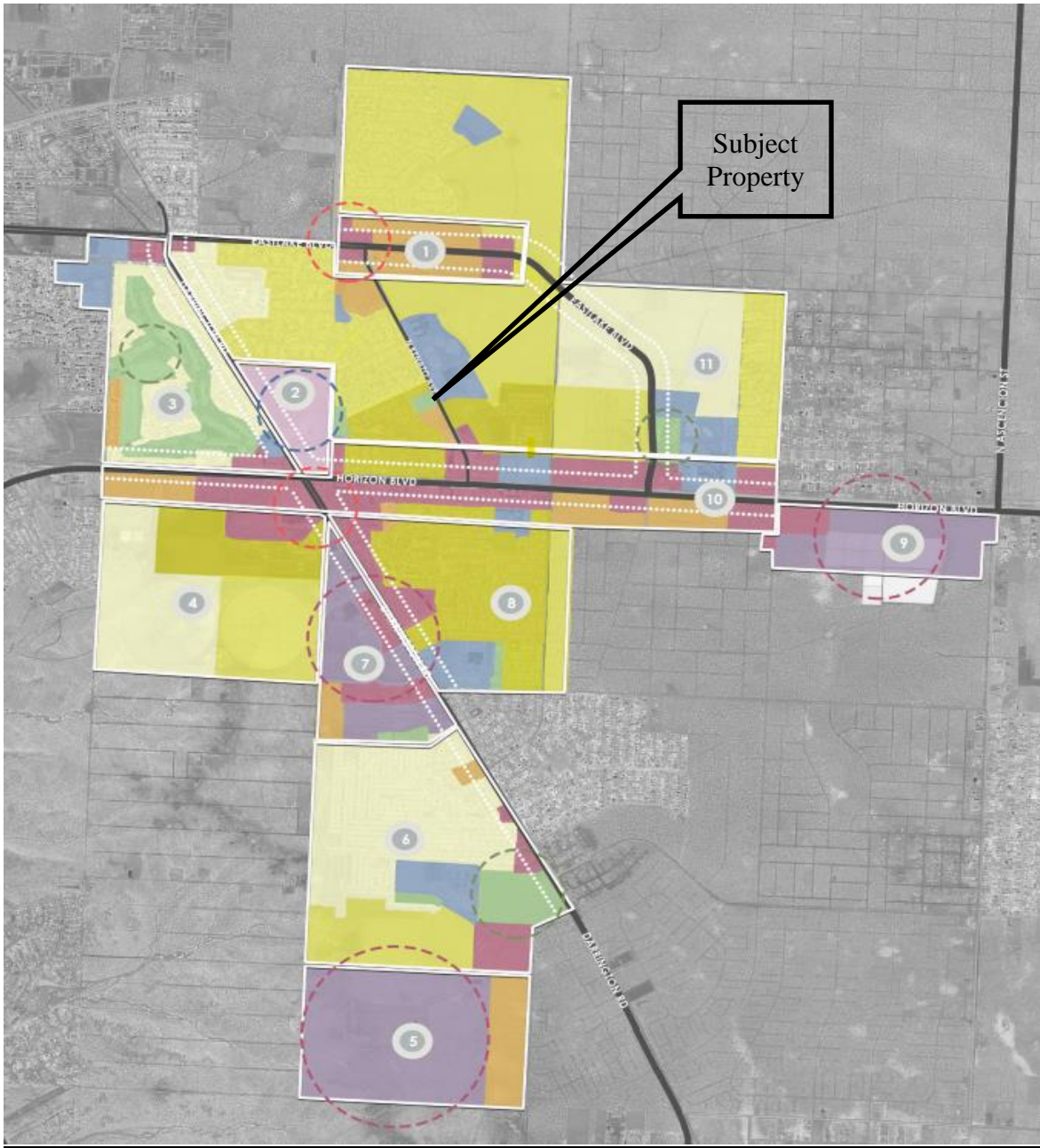


**Attachment 2: Aerial**

**Planning & Zoning Commission  
Rezoning A-1 to C-1  
Case No. ZRZ24-0001**

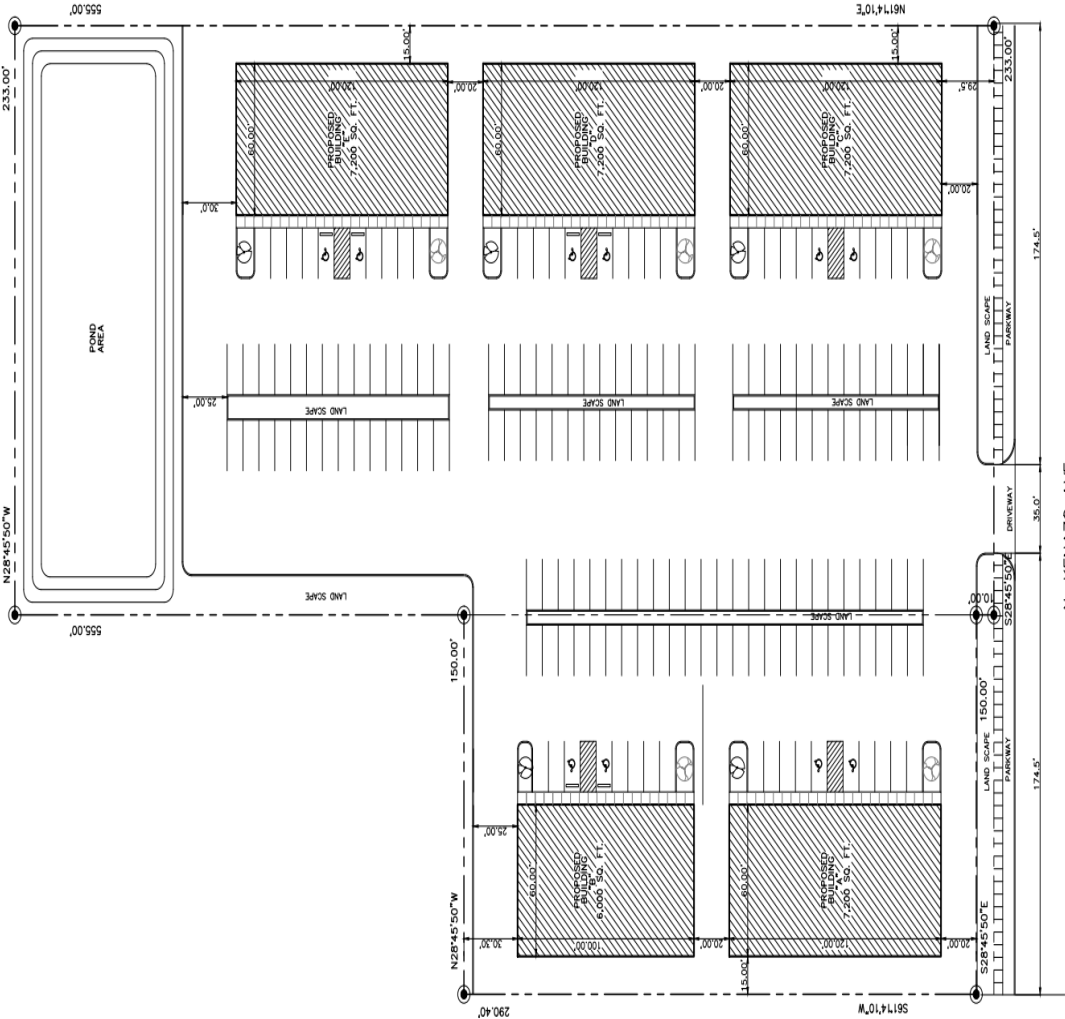


**Attachment 3: Future Land Use Map**



# Attachment 4: Conceptual Zoning Plan

<p>REVISIONS</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 5%;"> </td><td style="width: 15%;"> </td><td style="width: 15%;"> </td><td style="width: 15%;"> </td><td style="width: 15%;"> </td><td style="width: 15%;"> </td><td style="width: 15%;"> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </table>																																																																														<p>PROJECT NUMBER: _____          DRAWING BY: _____          DATE: 11-15-25          FILE: _____</p>	<p>N. KENAZO AVE.          EL PASO COUNTY, TEXAS</p> <h2 style="font-size: 2em; margin: 0;">KENAZO PLAZA</h2>	<p><b>JLJ DESIGNS</b>          CELL (915) 329-4346          9434 WISCOUNT BLVD. SUITE 134          EL PASO, TEXAS 79935</p>	<p>SHEET TITLE          SITE PLAN</p> <p style="text-align: center;">           SHT. 01 OF 01         </p>



N. KENAZO AVE.

**SITE PLAN**

LEGAL DESCRIPTION  
 PORTION OF SECTION 31, BLOCK 7A, TOWNSHIP 3,  
 EL PASO COUNTY, TEXAS

SCALE: 1" = 30.0'

**Attachment 5: Metes & Bounds and Survey Map**

ATCON ENGINEERING  
A 2.9686 ACRE PARCEL,  
BEING A PORTION OF SECTION 31, BLOCK 78,  
TOWNSHIP 3, TEXAS AND PACIFIC RAILROAD SURVEYS,  
MAY 19, 1999

**PROPERTY DESCRIPTION  
( PARCEL 4-D)**

BEING A PORTION OF SECTION 31, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILROAD SURVEYS, EL PASO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE AT THE SOUTHWEST CORNER FOR SECTION 31, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILROAD SURVEYS, THENCE NORTH 89°56'41" EAST ALONG THE CENTERLINE OF HORIZON BOULEVARD AND ALONG THE SOUTH LINE FOR SECTION 31, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILROAD SURVEYS A DISTANCE OF 3350.36 FEET TO A POINT ON THE CENTERLINE INTERSECTION OF HORIZON BOULEVARD AND EASTLAKE DRIVE; THENCE, NORTH 09°03'12" EAST ALONG THE CENTERLINE OF EASTLAKE DRIVE A DISTANCE OF 130.00 FEET TO A POINT; THENCE, 978.99 FEET ALONG THE CENTERLINE OF EASTLAKE DRIVE AND ALONG THE ARC OF A CURVE TO THE LEFT WHICH HAS A CENTRAL ANGLE OF 28°42'39", A RADIUS OF 1853.69 FEET AND A CHORD WHICH BEARS NORTH 14°24'31" WEST A DISTANCE OF 968.78 FEET TO A POINT; THENCE, NORTH 28°43'30" WEST CONTINUING ALONG SAID CENTERLINE A DISTANCE OF 1512.51 FEET TO A POINT; THENCE, SOUTH 61°14'10" WEST A DISTANCE OF 60.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF EASTLAKE DRIVE AND TO THE POINT OF BEGINNING FOR THE PARCEL OF LAND DESCRIBED HEREIN;

THENCE, SOUTH 28°45'50" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 233.00 FEET TO A POINT FOR A CORNER OF THIS PARCEL;

THENCE, SOUTH 61°14'10" WEST A DISTANCE OF 555.00 FEET TO A POINT FOR A CORNER OF THIS PARCEL;

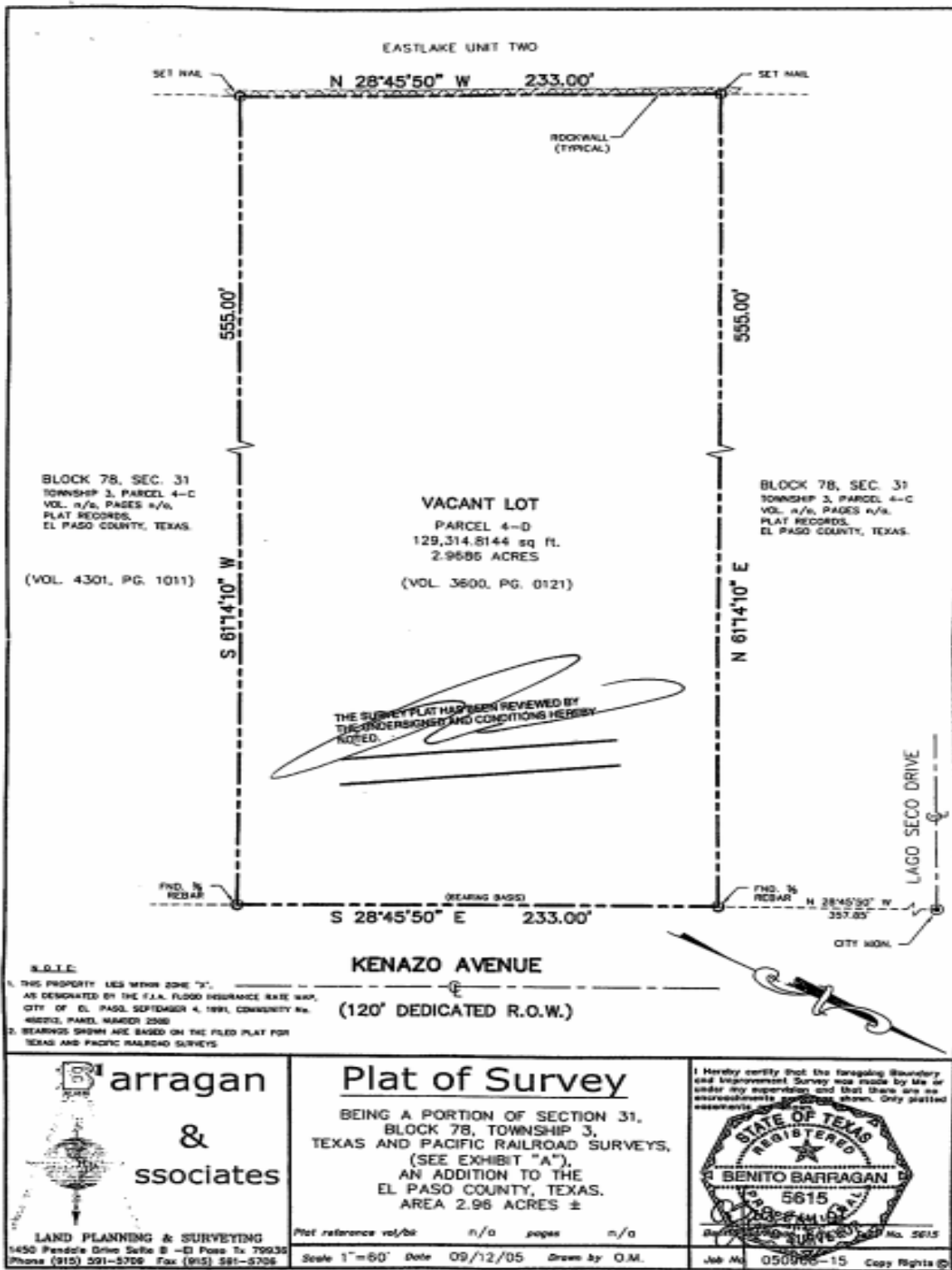
THENCE, NORTH 28°45'50" WEST A DISTANCE OF 233.00 FEET TO A POINT FOR A CORNER OF THIS PARCEL;

THENCE, NORTH 61°14'10" EAST A DISTANCE OF 555.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 129,314.81 OR 2.9686 ACRES OF LAND MORE OR LESS.

**NOTES:**

1. BEARINGS RECITED HEREIN ARE BASED ON THE SOUTH LINE FOR SECTION 31, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILROAD CO. SURVEYS.
2. A PARCEL PLAN OF THE SAME DATE ACCOMPANIES THIS DESCRIPTION.
3. NOT A GROUND SURVEY.

**Attachment 5: Metes & Bounds and Survey Map**



Attachment 5: Metes & Bounds and Survey Map

A parcel of land out of Section 31, Block 78, Township 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, El Paso County, Texas, according to the Resurvey done by El Paso County, Texas and being more particularly described by Metes and Bounds as follows:

COMMENCING at a city monument located at the intersection of the centerline of Lago Seco Drive and westerly right-of-way line of N. Kenazo Blvd.; THENCE, S 28°45'50" E, along said westerly right-of-way line, distance of 358.88 feet, to a point marking the northeasterly corner for said 2.9686 acre tract, from whence a found 1/2" rebar for the southeasterly corner for said 2.9686 acre tract bears, S 28°45'50" E, along said westerly right-of-way line, distance of 233.00 feet;

THENCE, S 61°14'10" W, a distance of 10.00 feet to a set 5/8" rebar with cap stamped "B&A", said rebar also being the POINT OF BEGINNING of this parcel;

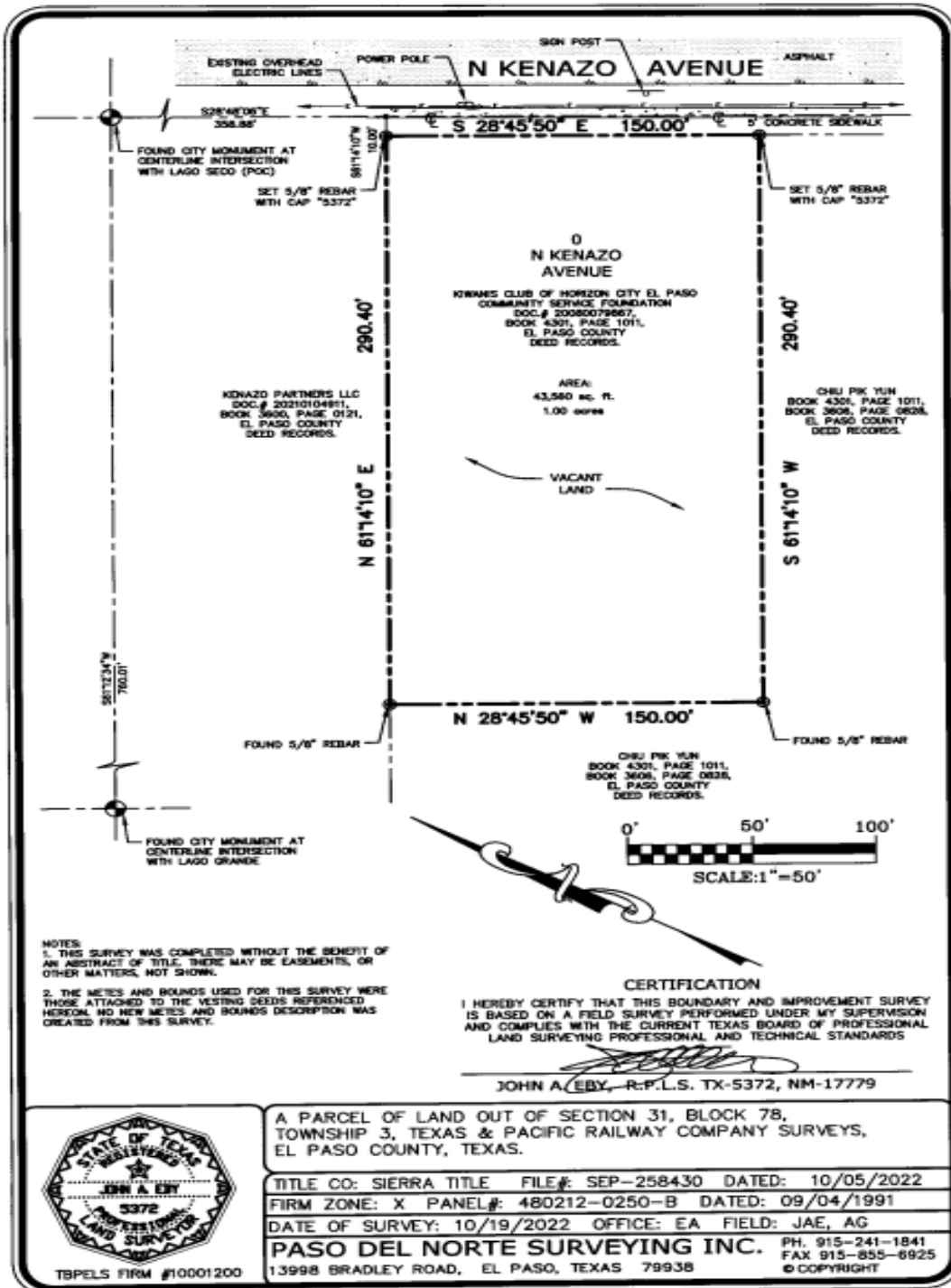
THENCE, S 28°45'50" E, parallel to said westerly right-of-way line, a distance of 150.00 feet to a set 5/8" rebar with cap stamped "B&A" for a corner of this parcel;

THENCE, S 61°14'10" W, a distance of 290.40 feet to a set 5/8" rebar with cap stamped "B&A" for a corner of this parcel;

THENCE, N 28°45'50" W, a distance of 150.00 feet to a set 5/8" rebar with cap stamped "B&A" on the northerly line of said 2.9686 acre tract for a corner of this parcel;

THENCE, N 61°14'10" E, along said northerly line, a distance of 290.40 feet to the POINT OF BEGINNING of this parcel and containing in all 43,560 sq. ft. or 1.00 acres of land more or less.

**Attachment 5: Metes & Bounds and Survey Map**



**Attachment 6: Online Application**



**Town of Horizon City, TX**  
**Town of Horizon City Hall**

14999 Darrington Road  
 Horizon City, TX 79928  
 915-852-1046  
<https://www.horizoncity.org/>

**PERMIT**

<b>ZRZ24-0001</b>	<b>REZONE (ZONE CHANGE/CONDITION RELEASE)</b>
<b>SITE ADDRESS:</b> 0 UNKNOWN HORIZON CITY	<b>ISSUED:</b>
<b>PRIMARY PARCEL:</b> X57800033101270	<b>EXPIRES:</b>
<b>PROJECT NAME:</b> REZONING	

**APPLICANT:** Karam, TJ  
 709 Cervantes Ct  
 El Paso, TX 79922  
 915-204-0095

**OWNER:** KENAZO PARTNERS LLC  
 2022 MURCHISON STE 104  
 EL PASO, TX 79902-3058

Detail Name	Detail Value
Select Type:	Rezone
Briefly explain why you are requesting a Rezone/Condition Release	Develop the property to commercial use for the neighborhood.
Land's Present Use	Vacant
Land's Present Zone	A-1
Land Vacant	Y
Land Lot Size	2.9686 Acres
Structure on Land	N
Structure's Size	N/A
Land's Proposed Use	Commercial
Proposed Zone Use	C-1
Will you be making any improvements to the existing lot or structure?	Y
This request includes Site Development Plans for approval?	Y
<Strong>NOTICE:</strong> Applicant is responsible for all expenses incurred by the City in connection with the Specific Use Permit Application request, including but not limited to attorney's fees, engineering fees and publication. Additional charges will be invoiced separately and shall be paid to the Town prior to City Council action.	I acknowledge
Comments due date	4/8/2024
Planning and Zoning Commission review date	5/20/2024
City Council date	6/11/2024



99-2601

ATCON ENGINEERING  
A 2.9686 ACRE PARCEL  
BEING A PORTION OF SECTION 31, BLOCK 78,  
TOWNSHIP 3, TEXAS AND PACIFIC RAILROAD SURVEYS,  
MAY 19, 1999

PROPERTY DESCRIPTION  
(PARCEL 4-D)

BEING A PORTION OF SECTION 31, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILROAD SURVEYS, EL PASO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE AT THE SOUTHWEST CORNER FOR SECTION 31, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILROAD SURVEYS, THENCE NORTH 89°56'48" EAST ALONG THE CENTERLINE OF HORIZON BOULEVARD AND ALONG THE SOUTH LINE FOR SECTION 31, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILROAD SURVEYS A DISTANCE OF 3350.36 FEET TO A POINT ON THE CENTERLINE INTERSECTION OF HORIZON BOULEVARD AND EASTLAKE DRIVE; THENCE, NORTH 00°03'12" EAST ALONG THE CENTERLINE OF EASTLAKE DRIVE A DISTANCE OF 130.00 FEET TO A POINT; THENCE, 978.99 FEET ALONG THE CENTERLINE OF EASTLAKE DRIVE AND ALONG THE ARC OF A CURVE TO THE LEFT WHICH HAS A CENTRAL ANGLE OF 28°42'39", A RADIUS OF 1953.69 FEET AND A CHORD WHICH BEARS NORTH 14°24'31" WEST A DISTANCE OF 968.78 FEET TO A POINT; THENCE, NORTH 28°45'50" WEST CONTINUING ALONG SAID CENTERLINE A DISTANCE OF 1512.51 FEET TO A POINT; THENCE, SOUTH 61°14'10" WEST A DISTANCE OF 60.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF EASTLAKE DRIVE AND TO THE POINT OF BEGINNING FOR THE PARCEL OF LAND DESCRIBED HEREIN;

THENCE, SOUTH 28°45'50" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 233.00 FEET TO A POINT FOR A CORNER OF THIS PARCEL;

THENCE, SOUTH 61°14'10" WEST A DISTANCE OF 555.00 FEET TO A POINT FOR A CORNER OF THIS PARCEL;

THENCE, NORTH 28°45'50" WEST A DISTANCE OF 233.00 FEET TO A POINT FOR A CORNER OF THIS PARCEL;

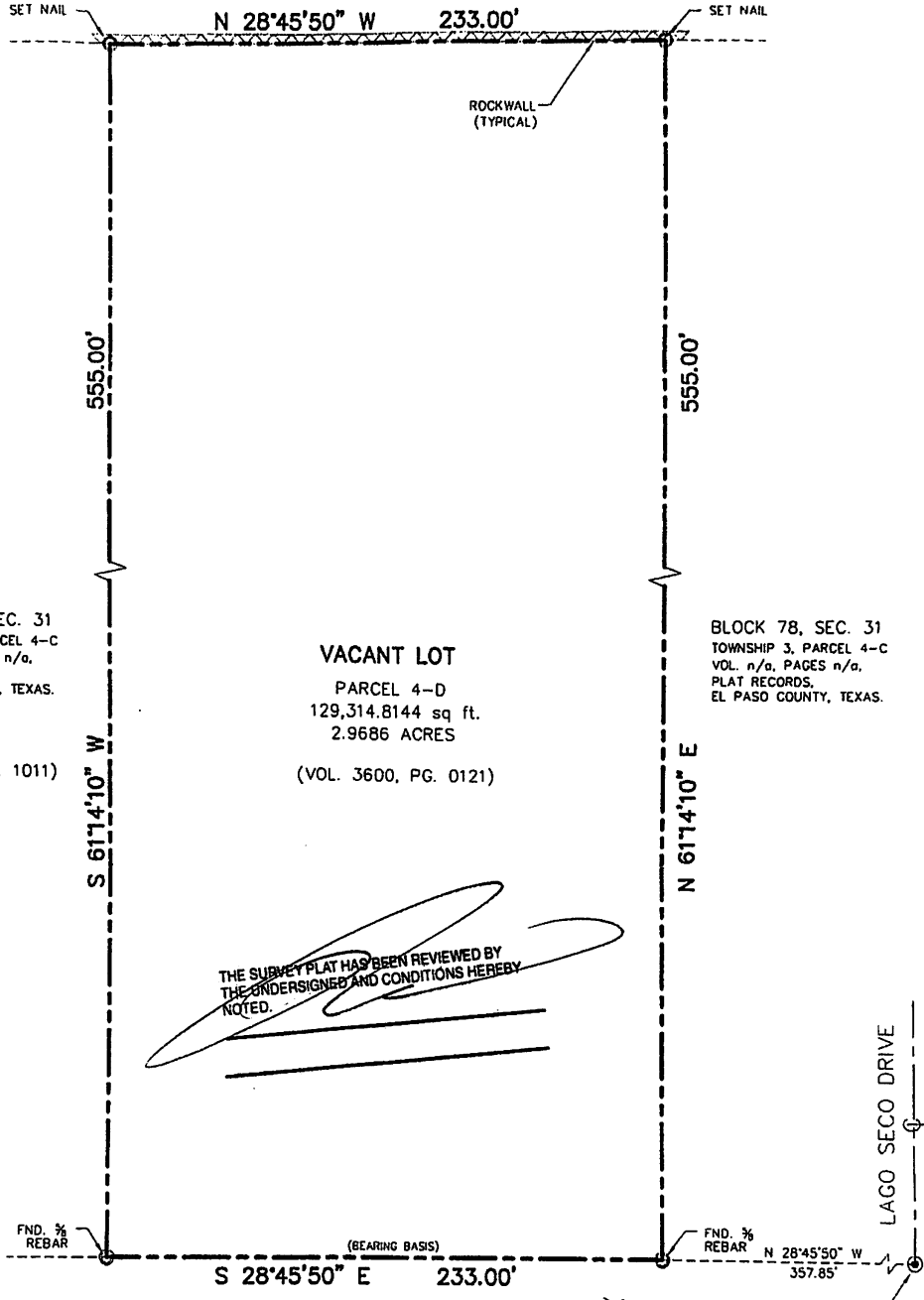
THENCE, NORTH 61°14'10" EAST A DISTANCE OF 555.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 129,314.81 OR 2.9686 ACRES OF LAND MORE OR LESS.

NOTES:

1. BEARINGS RECITED HEREIN ARE BASED ON THE SOUTH LINE FOR SECTION 31, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILROAD CO. SURVEYS.
2. A PARCEL PLAN OF THE SAME DATE ACCOMPANIES THIS DESCRIPTION.
3. NOT A GROUND SURVEY.

**EXHIBIT A**

EASTLAKE UNIT TWO



BLOCK 78, SEC. 31  
TOWNSHIP 3, PARCEL 4-C  
VOL. n/a, PAGES n/a,  
PLAT RECORDS,  
EL PASO COUNTY, TEXAS.

(VOL. 4301, PG. 1011)

VACANT LOT

PARCEL 4-D  
129,314.8144 sq ft.  
2.9686 ACRES

(VOL. 3600, PG. 0121)

BLOCK 78, SEC. 31  
TOWNSHIP 3, PARCEL 4-C  
VOL. n/a, PAGES n/a,  
PLAT RECORDS,  
EL PASO COUNTY, TEXAS.

THE SURVEY PLAT HAS BEEN REVIEWED BY  
THE UNDERSIGNED AND CONDITIONS HEREBY  
NOTED.

**NOTE:**

1. THIS PROPERTY LIES WITHIN ZONE "X", AS DESIGNATED BY THE F.I.A. FLOOD INSURANCE RATE MAP, CITY OF EL PASO, SEPTEMBER 4, 1991, COMMUNITY No. 480212, PANEL NUMBER 250B
2. BEARINGS SHOWN ARE BASED ON THE FILED PLAT FOR TEXAS AND PACIFIC RAILROAD SURVEYS

**KENAZO AVENUE**

(120' DEDICATED R.O.W.)

**Barragan & Associates**

LAND PLANNING & SURVEYING  
1450 Pendle Drive Suite B - El Paso Tx 79936  
Phone (915) 591-5708 Fax (915) 591-5705

**Plat of Survey**

BEING A PORTION OF SECTION 31,  
BLOCK 78, TOWNSHIP 3,  
TEXAS AND PACIFIC RAILROAD SURVEYS,  
(SEE EXHIBIT "A"),  
AN ADDITION TO THE  
EL PASO COUNTY, TEXAS.  
AREA 2.96 ACRES ±

Plot reference vol/bk 58 n/a pages n/a

Scale 1"=60' Date 09/12/05 Drawn by O.M.

I Herby certify that the foregoing Boundary and Improvement Survey was made by Me or under my supervision and that there are no encroachments or easements shown. Only platted easements are shown.

**STATE OF TEXAS REGISTERED SURVEYOR**  
**BENITO BARRAGAN**  
No. 5615

Belting to Plats of Survey No. 5615

Job No. 050908-15 Copy Rights ©

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WARRANTY DEED

STATE OF TEXAS        )  
                                  )  
COUNTY OF EL PASO    )

CHERYL LYNN COULTER (*Grantor*), for an adequate consideration to Grantor in hand paid and agreed to be performed by **KENAZO PARTNERS, LLC**, 2022 Murchison, Suite 104, El Paso, Texas 79902 (*Grantee*), have GRANTED, SOLD and CONVEYED and by these presents do hereby GRANT, SELL AND CONVEY unto Grantee, all the following "Property" in El Paso, Texas:

A parcel of land out of Section 31, Block 78, Township 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, El Paso County, Texas, according to the Resurvey done by El Paso County, Texas and being more particularly described by Metes and Bounds as follows:

COMMENCING at a city monument located at the intersection of the centerline of Lago Seco Drive and westerly right-of-way line of N. Kenazo Blvd.; THENCE, S 28°45'50" E, along said westerly right-of-way line, distance of 358.88 feet, to a point marking the northeasterly corner for said 2.9686 acre tract, from whence a found 1/2" rebar for the southeasterly corner for said 2.9686 acre tract bears, S 28°45'50" E, along said westerly right-of-way line, distance of 233.00 feet;

THENCE, S 61°14'10" W, a distance of 10.00 feet to a set 5/8" rebar with cap stamped "B&A", said rebar also being the POINT OF BEGINNING of this parcel;

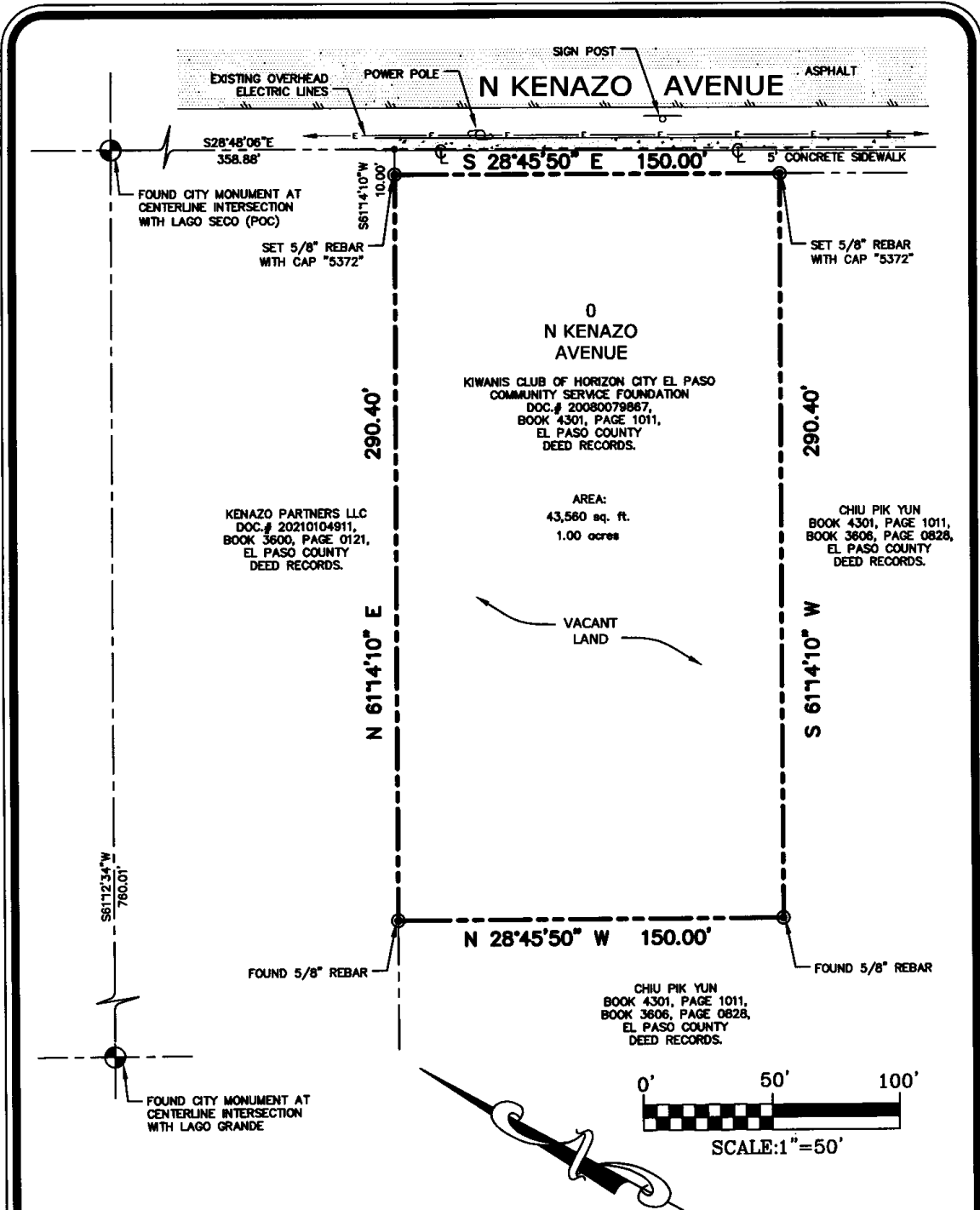
THENCE, S 28°45'50" E, parallel to said westerly right-of-way line, a distance of 150.00 feet to a set 5/8" rebar with cap stamped "B&A" for a corner of this parcel;

THENCE, S 61°14'10" W, a distance of 290.40 feet to a set 5/8" rebar with cap stamped "B&A" for a corner of this parcel;

THENCE, N 28°45'50" W, a distance of 150.00 feet to a set 5/8" rebar with cap stamped "B&A" on the northerly line of said 2.9686 acre tract for a corner of this parcel;

THENCE, N 61°14'10" E, along said northerly line, a distance of 290.40 feet to the POINT OF BEGINNING of this parcel and containing in all 43,560 sq. ft. or 1.00 acres of land more or less.

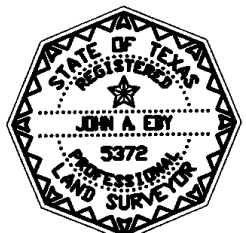
This conveyance is subject to any and all easements, reservations, restrictions, conditions and matters of record that may affect the Property, taxes for the current year and rights of parties in possession.



**NOTES:**  
 1. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS, OR OTHER MATTERS, NOT SHOWN.  
 2. THE METES AND BOUNDS USED FOR THIS SURVEY WERE THOSE ATTACHED TO THE VESTING DEEDS REFERENCED HEREON. NO NEW METES AND BOUNDS DESCRIPTION WAS CREATED FROM THIS SURVEY.

**CERTIFICATION**  
 I HEREBY CERTIFY THAT THIS BOUNDARY AND IMPROVEMENT SURVEY IS BASED ON A FIELD SURVEY PERFORMED UNDER MY SUPERVISION AND COMPLIES WITH THE CURRENT TEXAS BOARD OF PROFESSIONAL LAND SURVEYING PROFESSIONAL AND TECHNICAL STANDARDS

*[Signature]*  
 JOHN A. EBY, R.P.L.S. TX-5372, NM-17779



A PARCEL OF LAND OUT OF SECTION 31, BLOCK 78, TOWNSHIP 3, TEXAS & PACIFIC RAILWAY COMPANY SURVEYS, EL PASO COUNTY, TEXAS.

TITLE CO: SIERRA TITLE FILE#: SEP-258430 DATED: 10/05/2022  
 FIRM ZONE: X PANEL#: 480212-0250-B DATED: 09/04/1991  
 DATE OF SURVEY: 10/19/2022 OFFICE: EA FIELD: JAE, AG  
**PASO DEL NORTE SURVEYING INC.** PH. 915-241-1841  
 13998 BRADLEY ROAD, EL PASO, TEXAS 79938 FAX 915-855-6925  
 © COPYRIGHT

TBPELS FIRM #10001200



**TOWN OF HORIZON CITY  
MEMORANDUM**

**Date:** May 9, 2024  
**To:** Honorable Mayor and Members of City Council  
**From:** Teresa Quezada, CIP Manager *Teresa Quezada*  
**SUBJECT:** Ordinance No. 0296 Amendment No. 01, an ordinance amending Ordinance No. 0296 of the Town of Horizon City, adopting the municipal budget for the 2023-2024 fiscal year, to allow for the transfer of funds in street maintenance fund

---

Amendment No. 01 amends the budget adopted through Ordinance No. 0296 to establish the budget for the award of the construction contract for the 2023-2024 Street Maintenance Program. The amendment appropriates \$509,700 from the Street Maintenance Fund Surplus and allocates it to various accounts which will be utilized during the project duration.

The second part of the amendment transfers \$13,000 from the Public Service Operating Budget to the Planning Operating budget.

The amendment is introduced on May 14, 2024, and will be scheduled for public hearing at the June 11, 2024, meeting.

**ORDINANCE NO. 0296 AMENDMENT NO. 01**

**AN ORDINANCE AMENDING ORDINANCE NO. 0296 OF THE TOWN OF HORIZON CITY, ADOPTING THE MUNICIPAL BUDGET FOR THE 2023-2024 FISCAL YEAR, TO ALLOW FOR THE TRANSFER OF FUNDS IN THE 2023 STREET MAINTENANCE SURPLUS FUNDS TO THE 2024 STREET MAINTENANCE PROGRAM; AND FROM THE MASS TRANSIT PUBLIC SERVICE BUDGET TO THE PLANNING OPERATING BUDGET; AND PROVIDING FOR REPEALER AND SEVERABILITY CLAUSES.**

**WHEREAS**, an Ordinance was enacted on September 12, 2023, which adopted a budget for the fiscal year of October 1, 2023, to September 30, 2024, for the Town of Horizon City; and

**WHEREAS**, it is now necessary to amend said budget for municipal purposes to allow for the transfer of funds from the 2023 Street Maintenance Fund Surplus in the amount of \$509,700.00 to the 2024 Street Maintenance Program. The funding and expenditure are necessary to provide for the 2024 Street Maintenance Program.

**WHEREAS**, it is now necessary to amend said budget for municipal purposes to allow for the transfer of funds from Mass Transit in the Public Service Budget to City Engineer in the Planning Budget in the amount of \$13,000.00. The funding and expenditure are necessary to provide for surveying services related to the ETJ expansion effort.

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

**1. FINDINGS OF FACT**

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

**2. BUDGET AMENDMENT**

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

**3. REPEALER**

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

**4. SEVERABILITY**

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

**5. PROPER NOTICE & MEETING**

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

**PASSED & APPROVED this, the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by a vote of \_\_\_ (ayes) to \_\_\_ (nays) to \_\_\_ (abstentions) of the City Council of Horizon City, Texas.**

**TOWN OF HORIZON CITY**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

**ATTACHMENT “A”**

**Budget Amendment 2023-2024 No. 1**

**Street Maintenance Program 2024**

<b>Line No.</b>	<b>Description</b>	<b>Adopted Budget</b>	<b>Amendment Amount</b>	<b>Amended Budget</b>
1	Sales Tax Revenue	\$ 660,698	\$ -	\$ 660,698
2	Prior Year Balance	\$ 595,399	\$ 509,700	\$ 1,105,099
3	<b>Total Revenues</b>	<b>\$ 1,256,097</b>	<b>\$ 509,700</b>	<b>\$ 1,765,797</b>
4	Operating Expenses	\$ 140,607	\$ -	\$ 140,607
5	Engineer – Construction Dev & Sup.	\$ 106,090	\$ -	\$ 106,090
6	Construction - Contracted	\$ 824,000	\$ 439,000	\$ 1,263,000
7	Capital Project - Project Management Engineer - Construction	\$ 82,400	\$ (78,900)	\$ 3,500
8	Management	\$ 103,000	\$ 149,600	\$ 252,600
9	<b>Total Expenses</b>	<b>\$ 1,256,097</b>	<b>\$ 509,700</b>	<b>\$ 1,765,797</b>

**Public Service Operating Budget and Planning Operating Budget**

<b>Account</b>	<b>Current Budgeted Amount</b>	<b>Amendment</b>	<b>Revised Budgeted Amount</b>
01-502-5105 Mass Transit	\$100,000.00	(\$13,000.00)	\$87,000.00
01-509-5160 City Engineer - Contracted	\$39,655.00	\$13,000.00	\$52,655.00

# Town of Horizon City Capital Improvement Program

June 11, 2024  
Council Meeting

# Oxbow & Pawling Street Improvements

- Start Date: June 12, 2023
- Contract Time: 330 Days
- Completion Date: June 21, 2024
- Construction is on-going
- Walk-through scheduled for June 12, 2024

# Oxbow, Pawling & Breaux



# Municipal Facilities Phase 1

- Solicitation award – scheduled for June 2024.

# Street Maintenance Fund

---

# 2023-2024 Street Maintenance Program

- Street work includes mill and overlay for
  - S. Kenazo
  - N. Kenazo, and
  - the north side of McMahan Ave
- Bid award scheduled for June 2024

# Federally- & State-Funded Project Updates

---

# N. Darrington Reconstruction

- Texas Transportation Commission awarded construction contract
- Contractor is Jordan Foster
- Contract is approximately \$21.5 million
- Programmed amount through MPO is \$17 million<sup>72</sup>
- TRZ funds can be utilized to secure a SIB loan for the funding gap
- Staff working on necessary steps to apply for SIB loan.

# Update – Access to Briar Townhomes



73

Signs will indicate that only local traffic is permitted to enter from Horizon Blvd. onto the new pavement going towards the Briarwood Townhomes. All traffic from the Briarwood Townhomes or businesses wanting to access Horizon will need to utilize driveway 3 (adjacent business driveway).

# N. Darrington Reconstruction

- Town staff and TXDOT working on Utility Coordination
  - Texas Gas Service reimbursement for relocations on N. Darrington per franchise agreement is under review
  - Encroachment agreement on Texas Gas Service easement – pending final review of insurance coverage

# **N. Darrington Reconstruction – ROW Acquisition**

- **ROW for pond acquired**
- **Easements at Darrington and Pawling**
  - Offer sent out for temporary construction easement – finalizing agreement; Council considering the agreement today.
  - Developing easement agreement for permanent easement with Murphy Gas.

# Safety Projects

- **S. Darrington Safety Lighting** from Alberton to LTV Rd. – **FY 2023** - project awarded **March 2023**
- **Project underway; completion scheduled for summer 2024**

# ARPA Projects

---

# ARPA Projects

- **Transit Plaza Siting Project**
  - **NTP – March 11, 2024**
  - **Schedule is to bring site recommendation to Council by late summer/early fall 2024.**

# ARPA Projects

- City Hall Build Out – coordinating scope of work with design consultant for fee proposal
- Drainage & Street Improvement Projects – will advertise for requirements contracts so task orders can be issued

# TIRZ/TOD Update

---

# Dilley, Delake and Transit Plaza

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

# Town of Horizon City Capital Improvement Program

June 11, 2024  
Council Meeting



**TOWN OF HORIZON CITY**  
**MEMORANDUM**

**Date:** June 6, 2024

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

**From:** Teresa Quezada, CIP Manager

**SUBJECT:** **Discussion and Action: On the award of solicitation 2023-101 for the Municipal Facilities Phase 1 project to Dantex General Contractors, Inc. for \$8,318,442.00.**

Teresa Quezada  
6/6/2024

The Town of Horizon City advertised proposal CIP 2023-101 for the Municipal Facilities Phase 1 project in March 2024 and opened competitive sealed proposals on April 10, 2024. The Town received seven (7) proposals which were evaluated based on the advertised evaluation criteria listed on the table below. The procurement methodology for this project was **competitive sealed proposal**, a method that allows for the inclusion of criteria the Town deems critical to the successful completion of the specific advertised project. Cost is one of the evaluation criteria; however, it is not the sole criterion, and, in this instance, it carried a 40% weight for the total points.

Evaluation Criteria	Maximum Points
Proposer's fee proposal	40
Experience/Past Performance with Similar Projects (with references)	20
Experience and Qualifications of Proposed Key Personnel	20
Project Plan, Approach and Quality Control	20
Appropriateness of Proposer's Financial Capacity related to project size and scope	Pass/Fail
<b>Total Points Possible</b>	<b>100</b>

The evaluation team consisted of the project users, the Police Chief, City Clerk, and Public Works Director. Additional evaluation team members included members of the Architect and Engineer selection committee: the Planning Director, Finance Director, City Engineer, and CIP Manager. Exigo Architecture, the project designer, was an unofficial team member who participated in the evaluation discussions and served as a subject matter expert.

The successful proposer was selected based on the highest total points awarded from all evaluation team members. The highest-ranking proposer is Dantex General Contractors, Inc. Their **final offer for the project** after negotiations is **\$8,318,442.00**. This amount is within the project budget. The project is funded through the 2023 issue of certificates of obligation.

The evaluation committee recommends award of the construction contract to Dantex General Contractors for **\$8,318,442.00**.



**TOWN OF HORIZON CITY  
MEMORANDUM**

**Date:** June 6, 2024  
**To:** Honorable Mayor and Members of City Council  
**From:** Teresa Quezada, CIP Manager  
**SUBJECT:** Discussion and Action: On the award of solicitation 2024-101 for the 2023-2024 Street Maintenance Program to Del Mar Contracting for \$1,148,044.60.

*Teresa Quezada*  
6/6/24

---

The Town of Horizon City advertised Bid CIP 2024-101 for the 2023-2024 Street Maintenance Program in March and April 2024 and opened bids on April 24, 2024. The Town received 2 bids. This procurement followed a low-bid procurement method, so the lowest responsive, responsible bidder is recommended as the successful bidder to receive the City's contract award.

Huitt Zollars, the design consultant for this project, as well as the Town Engineer recommends award to Del Mar Contracting, Inc. Staff concurs with this recommendation.

The scope of work for the project includes:

The project includes demolition, earthwork, material, equipment and incidentals required to perform mill and overlay, pothole repair, curb and gutter replacement and crack sealing on N. Kenazo Ave (Between Horizon Blvd & Eastlake Blvd), S. Kenazo Ave (Between Northpoint Ct & Horizon Blvd), and McMahan Ave (Between Breaux St & Kenazo Ave).

The total bid award for this project is **\$1,148,044.60**. This project is funded through the Street Maintenance Fund.

Staff recommend approval of this item.

				Engineer Estimate (Huitt-Zollars)		Allen Concrete		Del Mar		
ITEM NO.	UNIT BID PRICE ONLY.	UNIT	APPROX.	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	
	WRITTEN IN WORDS		QTY.	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	
<b>BASE BID</b>										
1	MOBILIZATION & DEMOBILIZATION	LS	1	\$ 40,000.00	\$ 40,000.00	\$ 58,100.00	\$ 58,100.00	\$ 55,000.00	\$ 55,000.00	
2	EROSION CONTROL	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 18,600.00	\$ 18,600.00	\$ 4,200.00	\$ 4,200.00	
3	TRAFFIC CONTROL	MO	8	\$ 5,500.00	\$ 44,000.00	\$ 13,500.00	\$ 108,000.00	\$ 2,400.00	\$ 19,200.00	
4	MILL EXIST. ASPHALT PAVEMENT 1" TO 1.5"	SY	57,615	\$ 6.00	\$ 345,690.00	\$ 2.75	\$ 158,441.25	\$ 2.80	\$ 161,322.00	
5	BASE REPAIR (CMP IN PLC)(TYA GR1-2)(6")	SY	4,875	\$ 19.00	\$ 92,625.00	\$ 12.50	\$ 60,937.50	\$ 24.00	\$ 117,000.00	
6	D-GR HMA(SQ) TY-C PG70-22 1.5"	SY	62,490	\$ 14.00	\$ 874,860.00	\$ 14.00	\$ 874,860.00	\$ 10.50	\$ 656,145.00	
7	EMULS ASPH (BS OR SUBGR TRT) (SS-1H)	GAL	15,623	\$ 6.00	\$ 93,738.00	\$ 8.00	\$ 124,984.00	\$ 2.20	\$ 34,370.60	
8	REFL PAV MRK TY I (W) 6" (BRK) (100MIL)	LF	4,110	\$ 1.35	\$ 5,548.50	\$ 1.46	\$ 6,000.60	\$ 1.50	\$ 6,165.00	
9	REFL PAV MRK TY I (W) 6" (SLD) (100MIL)	LF	11,238	\$ 1.35	\$ 15,171.30	\$ 1.42	\$ 15,957.96	\$ 1.50	\$ 16,857.00	
10	REFL PAV MRK TY I (Y) 6" (SLD) (100MIL)	LF	13,542	\$ 1.35	\$ 18,281.70	\$ 1.40	\$ 18,958.80	\$ 1.50	\$ 20,313.00	
11	REFL PAV MRK TY I (W) 8" (SLD) (100MIL)	LF	1,626	\$ 1.67	\$ 2,715.42	\$ 2.15	\$ 3,495.90	\$ 2.00	\$ 3,252.00	
12	REFL PAV MRK TY I (W) 8" (BRK) (100MIL)	LF	280	\$ 1.67	\$ 467.60	\$ 3.54	\$ 991.20	\$ 3.50	\$ 980.00	
13	REFL PAV MRK TY I (W) 12" (SLD) (100MIL)	LF	219	\$ 4.53	\$ 992.07	\$ 6.25	\$ 1,368.75	\$ 6.00	\$ 1,314.00	
14	REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	LF	1,729	\$ 10.57	\$ 18,275.53	\$ 10.40	\$ 17,981.60	\$ 10.00	\$ 17,290.00	
15	PREFAB PAV MRK TY C (W) (ARROW)	EA	19	\$ 225.00	\$ 4,275.00	\$ 300.00	\$ 5,700.00	\$ 300.00	\$ 5,700.00	
16	PREFAB PAV MRK TY C (W) (WORD)	EA	15	\$ 265.00	\$ 3,975.00	\$ 375.00	\$ 5,625.00	\$ 350.00	\$ 5,250.00	
17	ALUMINUM SIGN TY A	SF	72	\$ 44.00	\$ 3,168.00	\$ 45.00	\$ 3,240.00	\$ 9.00	\$ 648.00	
18	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	2	\$ 965.00	\$ 1,930.00	\$ 850.00	\$ 1,700.00	\$ 1,800.00	\$ 3,600.00	
19	ELIM EXT PAV MRK & MRKS (24")	LF	166	\$ 4.80	\$ 796.80	\$ 5.56	\$ 922.96	\$ 5.50	\$ 913.00	
20	PROOF ROLLING	HR	20	\$ 83.00	\$ 1,660.00	\$ 238.00	\$ 4,760.00	\$ 90.00	\$ 1,800.00	
21	SELECT DEMOLITION	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 36,200.00	\$ 36,200.00	\$ 1,500.00	\$ 1,500.00	
22	REMOVE AND REPLACE CURB AND GUTTER	LF	285	\$ 30.25	\$ 8,621.25	\$ 26.94	\$ 7,677.90	\$ 48.00	\$ 13,680.00	
					<b>BASE BID TOTAL</b>	<b>\$1,592,791.17</b>	<b>BASE BID TOTAL</b>	<b>\$1,534,503.42</b>	<b>BASE BID TOTAL</b>	<b>\$1,146,499.60</b>
<b>ADD ALTERNATE 1</b>										
A1	WK ZN PAV MRK SHT TERM (TAB) TY W	EA	515	\$ 1.83	\$ 942.45	\$ 20.00	\$ 10,300.00	\$ 3.00	\$ 1,545.00	
					<b>AA TOTAL</b>	<b>\$942.45</b>	<b>AA TOTAL</b>	<b>\$10,300.00</b>	<b>AA TOTAL</b>	<b>\$1,545.00</b>
					<b>GRAND TOTAL</b>	<b>\$1,593,733.62</b>	<b>GRAND TOTAL</b>	<b>\$1,544,803.42</b>	<b>GRAND TOTAL</b>	<b>\$1,148,044.60</b>



May 20, 2024

Michelle Garcia, AICP, CNU-A  
Planning Director  
Town of Horizon City  
14999 Darrington Road  
Horizon City, Texas 79928

Re: 2024 Street Maintenance Program  
Bid No. 2024-101  
Recommendation for the Lowest Responsible Responsive Bidder

Dear Ms. Garcia:

We have reviewed the qualifications and financial documents submitted by Del Mar Contracting, Inc. We find that they have met the minimum project specific criteria as stated in the Town of Horizon Proposal—Instruction to Bidders.

Del Mar Contracting, Inc. has submitted substantial documentation to meet the requirements as listed in the bid documents. Furthermore, the Key Personnel listed for this project are qualified and meet the project specific requirements as stipulated in the Minimum General Requirements in the Supplemental Provisions.

Please do not hesitate to call me if you have any questions on this matter.

Sincerely,  
HUITT-ZOLLARS, INC.

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

Roxanna R. Medina, PE, PTOE, CNU-A, LEED-AP  
Project Manager

Project File



TOWN OF HORIZON CITY  
MEMORANDUM

Date: June 6, 2024

To: Honorable Mayor and Members of City Council

From: Teresa Quezada, CIP Manager

SUBJECT: On resolution authorizing the Mayor to sign a construction management agreement with Huitt Zollars for design of the 2023 – 2024 Street Resurfacing project.

*Teresa Quezada*  
*6/6/2024*

---

This resolution authorizes the Mayor to sign an agreement with Huitt Zollars for construction management and testing services of the 2023-2024 Street Resurfacing project. **The total amount of the agreement is \$202,903.** Office support is \$59,959 and inspection and testing services total \$142,944. Inspection and testing services will be billed as utilized. This amount is within the budget established for the project.

Construction management services include not only the inspection, and testing services, but also the review and response to questions the contractor may have during the construction period, review of the pay requests from the contractor for accuracy and completeness and review of the certified payrolls to ensure compliance with prevailing wage rates as required.

Staff recommends approval.

Attachments as indicated.

## *Memorandum*

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

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

Subject: 2024 Street Maintenance Program  
Construction Management Services

Date: May 28, 2024

---

Huitt-Zollars is submitting fee proposal for the Town's consideration for the 2024 Street Maintenance Program Construction Management Services

Please find the attached Scope of Services and fee breakdown.

### *Deliverables*

Deliverables consist of reviewed submittals, the RPR daily field logs and photos, and Closeout documents

### *Schedule*

Upon the Town's authorization to proceed, Huitt-Zollars will perform the tasks as outlined in the Scope of Services. The Contractor's construction schedule is 180 calendar days, Huitt-Zollars will follow the construction schedule.

### *Compensation*

Huitt-Zollars will bill this effort at the pre-established rates in our contract with Horizon City. Fees of **\$59,959** are proposed **Construction Management Office Support (Lump Sum)**, **\$142,944** for **RPR Inspection Services (Hourly) and Materials Testing Services (T&M)**. For a not to exceed total contract amount of **\$ 202,903**. Detailed breakdowns of the fees are enclosed for your review.

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

**Town of Horizon City  
2024 Street Maintenance Program  
CONSTRUCTION PHASE SERVICES**

**PRIME CONSULTANT:**  
HUITT-ZOLLARS, INC.

May 28, 2024

OFFICE AND CONSTRUCTION SUPPORT					
1.	DIRECT LABOR	MANHOURS	RATE/HOUR	COST	TOTAL
<b>LABOR: OFFICE AND CONSTRUCTION SUPPORT</b>					
	Principal	2	\$285.00	\$570	
	Construction Manager - Roxanna Medina, P.E.	211	\$235.00	\$49,585	
	RPR/Project Engineer-Oscar Ortega, PE/Raul Esparza	32	\$135.00	\$4,320	
	CAD/Tech - Fernie Briones	16	\$120.00	\$1,920	
	Project Support - Mercy Kieffe	22	\$120.00	\$2,640	
	<b>TOTAL MANHOURS</b>	<b>283</b>			<b>\$59,035</b>
<b>2 DIRECT COSTS</b>					
	OUTSIDE PRINT. & REPRO. (RECORD DRAWINGS)				\$200.00
	MILEAGE @ \$0.67/MILE: To City @ 60 mi/trip 20 trips (Deliveries/Mtgs)				\$723.60
	Construction Manager to Site @ 60 mi/trip 13 (Site Visits); 2 (Res. Contr prblms); 2 (substn/final); 1 (warranty) =9 trips				
	<b>TOTAL DIRECT COSTS</b>				<b>\$ 923.60</b>
<b>3 SUBTOTAL CONTRACT COST, SUMMATION OF ITEMS 1 - 2 (OFFICE AND FIELD ENGINEERING SUPPORT)</b>					<b>\$59,959</b>
FIELD ENGINEERING/INSPECTION SERVICES					
4	DIRECT LABOR	MANHOURS	RATE/HOUR	COST	TOTAL
<b>LABOR: Field Engineering/Inspection Services</b>					
	Resident Project Representative - Raul Esparza	705	\$135.00	\$95,175	
	<b>TOTAL MANHOURS</b>	<b>705</b>			<b>\$95,175</b>
<b>5 DIRECT COSTS</b>					
	MILEAGE @ \$0.56/MILE:				\$6,030.00
	RPR to Site @ 60 mi/trip = 150 trips				
	<b>TOTAL DIRECT COSTS</b>				<b>\$ 6,030.00</b>
<b>6 SUBCONSULTANTS</b>					
	Geotechnical (CQC-Material Testing)				\$37,944.66
			COST		\$37,944.66
<b>7</b>	<b>SUBCONSULTANT MARK UP</b>			10.00%	<b>\$ 3,794.47</b>
<b>8 SUBTOTAL CONTRACT COST, SUMMATION OF ITEMS 4-7 (FIELD ENGINEERING AND INSPECTION)</b>					<b>\$142,944</b>
<b>9 TOTAL CONTRACT COST</b>					<b>\$202,903</b>

**Town of Horizon City  
2024 Street Maintenance Program  
CONSTRUCTION PHASE SERVICES**

**MANHOUR ESTIMATE**

05/28/24

Task	Description	Prin.	Construction Manager	RPR/ Project Engineer	Eng Intern	Project Support	Total Hours
		\$285.00	\$ 235.00	\$ 135.00	\$ 120.00	\$ 120.00	
<b>A</b>	<b>Office and Field Engineering</b>						
<b>2</b>	<b>Office &amp; Field Engineering Support Services</b>						
	a. Prepare and conduct a pre-construction meeting, prepare minutes		2	2		2	6
	b. Make periodic visits to project site (1 visit bi-weekly for 13 visits at 3 hr/visit; Field visit to address construction issues up to 2 visits @ 3 hrs /visit)		45				45
	c. Issue instructions from owner to contractor thru RPR		32				32
	d. Provide construction administration and supervise field-engineering staff for the project.		32				32
	e. Review Submittals and Shop Drawings.		1	6			7
	f. Resolve design related construction problems		6	6	4		16
	g. Conduct bi-weekly progress meetings and prepare and dist. minutes (13 mtgs. @ 2.0 hrs/mtg)		26			6	32
	h. Provide monthly activities report (7 reports @1.0 hrs./report)		7			8	15
	i. Make necessary interpretations and clarifications of contract documents		6	4			10
	j. Answer and respond to RFIs from contractor.		6	4	4		14
	k. Review and prepare work directive changes (WDC), negotiate with Contractor, prepare cost-price analysis, coordinate with agencies		4	4	4		12
	l. Review and provide decision as to suitability of work to RPR		6				6
	m. Approve amounts of progress payments due to Contractor (7 x 1.5 hr / ea)		11				11
	n. Provide substantial completion inspection walk-thru		3				3
	o. Issue engineer's certificate of substantial completion		1			1	2
	p. Perform final inspection of project; prepare engineer's certificate of final completion; close out package; and evaluation of contractor's performance.		3	6	4	4	17
	q. Project Set-up and management.	2	20			1	23
<b>Sub-totals</b>		2	211	32	16	22	283
<b>Sub-cost</b>		\$ 570	\$ 49,585	\$ 4,320	\$ 1,920	\$ 2,640	\$ 59,035
<b>B</b>	<b>Field Engineering and Inspection Services</b>						
	(5 hrs/day for 125 days; 3 hrs/day for 20 days)			705			705
<b>Sub-totals</b>		0	0	705	0	0	705
<b>Sub-cost</b>		\$ -	\$ -	\$ 95,175	\$ -	\$ -	\$ 95,175
<b>Total Man-hours</b>		2	211	737	16	22	988
<b>Total Cost</b>		\$ 570	\$ 49,585	\$ 99,495	\$ 1,920	\$ 2,640	\$ 154,210

## Attachment A

### TOWN OF HORIZON CITY

#### 2024 STREET MAINTENANCE PROGRAM

#### SCOPE OF SERVICES CONSTRUCTION ADMINISTRATION AND RPR SERVICES

##### SCOPE OF SERVICES

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

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

and recommend issuance of such payments by the Owner. Transmit with Contractor's and Subcontractor's payrolls to Owner. Pay request once the project is greater than 50% complete, the Contractor's redlines will be required and reviewed prior to approving pay request.

- m. Review certified payrolls from prime and subcontractors are submitted with each monthly pay request as a condition precedent to approval and perform quality assurance reviews, as well as periodic interviews of various contractor employees on site. QA consists of performance of a representative number of checks of each prime and subcontractor payroll against the wage scale. Highlight the employee rates checked before turning over reports with payrolls each month. Ensure NPDES Permit and SW3P is posted at site and followed by Contractor. Ensure Notice of Termination is included with the close-out package.
- n. Provide substantial completion inspection walk-through of the project with Contractor.
- o. Issue Certificate of Substantial Completion timely. Include punch list items and all other closeout requirements. Submit to Owner for signature. Contractor's Retainage shall not be reduced below 5% without the written consent of the Owner. When outside funding agencies are involved, their approval of this reduction is required.
- p. Perform final inspection of project, recommend acceptance; and provide Certificate of Final Completion, along with a complete closeout package, and submit to Owner's Contracts office timely. An evaluation of Contractor's performance on the project shall be submitted as part of the closeout package.
- q. Provide project management activities.

B. FIELD ENGINEERING AND INSPECTION SERVICES (HOURLY)

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

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

- h. Conduct on-site observations of the Work in progress. Advise the Construction Manager if the Work is, in general, proceeding in accordance with the Contract Documents.
- i. Notify the Construction Manager whenever Work is believed to be unsatisfactory, faulty, defective, not in conformance with the Contract Documents, damaged, or not meeting the requirements of any inspection, test or approval required to be made; and advise the Contractor of Work that Construction Manager believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
- j. Verify that test, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and the Contractor maintains adequate records thereof; and observe, record and report to the Construction Manager appropriate details relative to the test procedures and start-ups.
- k. Schedule field compliance tests and retests, confirm that these tests are conducted in the presence of the appropriate personnel; observe, record and report the appropriate test results. Maintain records of failed tests.
- l. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, and record the results of these inspections and report to Construction Manager.
- m. Ensure Wage Rates are posted on site.
- n. Consider and evaluate Contractor's suggestions for modifications to drawings or specifications and transmit recommendations to Engineer. Notify Contractor of the decision.
- o. Maintain for use at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, Contract Documents including all Addenda, Work Directive Changes, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
- p. Keep a daily log recording Contractor's hour on the job site, weather conditions, equipment on site where applicable, data relative to questions about Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail, as in the case of the observing test procedures. Send copies to Construction Manager.
- q. Record names, addresses and telephone numbers of all Contractor, subcontractors and major suppliers of materials and equipment.
- r. Prepare monthly reports of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawings and sample submittals. Submit reports with invoices and payrolls on a monthly basis.
- s. Notify Owner in advance of scheduled major tests, inspections, or start of important phases of the Work. Coordinate with Owner's operations staff.
- t. Obtain backup material from Contractor and prepare proposed Work Directive Changes, Change Orders, and Field Orders and forward to Office Construction Manager for negotiation.
- u. Notify Owner immediately upon the observation or notification of any accident.
- v. Review and recommend approval of payment requests by:
  - 1. Reviewing and approving the Contractor's estimate of the amount of work completed to date.
  - 2. Reviewing the Contractor's estimate of stored materials delivered to the job site but not

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

C. SUBCONSULTANT SERVICES

See attached scope of work.

D. OWNER'S SERVICES

None



4606 Titanic Avenue  
 El Paso, Texas 79904  
 Ph. (915) 771-7766  
 Fx. (915) 771-7786

Construction Materials Testing  
 Geotechnical Engineering  
 Environmental Site Assessments  
 Forensic Analysis /Testing

April 24, 2024



**Huitt-Zollars, Inc.**  
 5822 Cromo Drive, Suite 210  
 El Paso, Texas 79912

Attn.: Ms. Roxanna R. Medina, PE, PTOE, CNU-A LEED AP  
 Vice President

Re: **“Call – Out” - Quality Assurance Testing (QAT) Proposal for  
 Town of Horizon – 2024 Street Maintenance Program  
 S. Kenazo Ave., N. Kenazo Ave., McMahon Ave. and Biglon Pl.**  
 Horizon City, El Paso County, Texas  
 CQC Proposal No. PTCQC23-18-03

Dear Ms. Medina:

We thank you for selecting CQC Testing and Engineering, L.L.C. (CQC) to provide the **Huitt-Zollars, Inc. (Client)** with this proposal for professional construction materials testing services as required for the above-mentioned project. This proposal presents our understanding of the project, our proposed scope of services, estimated number of test quantities, estimated professional administrative time, and estimated fee associated with our testing services on this project. This proposal was prepared based on plans and specifications prepared by Huitt-Zollars, Inc., dated February 22, 2024 provided by our Client.

**I. General Project Description:**

Based on our general review of the project plans and specifications, we understand that the specified project consists of the 2024 Street Maintenance Program with street improvements of approximately 1,800 linear feet (lf) at S. Kenazo Avenue from Horizon Blvd. to Eastlake Blvd., about 6,460 lf at N. Kenazo Avenue from Northport Ct. to Horizon Blvd., approximately 3,960 lf of westbound lane at McMahon Avenue from Breaux St. to Antwerp Rd. and about 430 lf at Biglon Place from Horizon Blvd. to McMahon Ave. Maintenance activities include demolition milling and overlaying the roadways with 1½ inches of approved asphaltic-concrete material, concrete curb replacement, base course repair, earthwork, sign mounting and pavement marking.

**II. General Construction Materials Testing Services Scope of Work**

➤ **A. Scope of Testing Services and Scheduling**

As requested, our scope of Quality Assurance Testing (QAT) shall consist of performing tests on soils, concrete, and asphaltic-concrete construction materials as required by the general contractor and/or project plans and specifications. We understand that our services shall be performed on a **“Call Out”** basis during the course of construction, which will require for our Client’s on-site representative to contact our office (915-771-7766) and schedule testing services with our dispatch office, as required to meet the testing requirements of the project. Testing services shall be scheduled at least 24 hours in advance.



Our proposed scope of testing services shall include performing limited Soil Moisture-Density Relationship tests (i.e., proctors), limited soil compaction density tests with a sealed source moisture density gauge, asphaltic-concrete paving materials testing, and limited concrete sampling and compressive strength testing.

➤ **B. Estimated Test Quantities and Unit Rate Charges**

Charges shall be assessed only for actual tests performed and services rendered based on the attached unit rate fee schedule, Exhibit A. This proposal provides unit rates for our services and an estimated quantity of tests and/or hours based on our general review of the available project plans and specifications. However, the actual number of tests shall be based on our Clients testing requirements. Services not defined or listed testing service with no specific test quantities or hours within Exhibit A of this proposal shall be considered additional services and beyond our proposed scope of work. Our Client shall be notified in advance for approval before proceeding with additional testing services.

Contractor related charges for non-compliant tests, cancellation trip charges, technician standby time, re-inspection time and trip charges shall be itemized separately within our issued invoices to our Client. We understand that the General Contractor may be back charged for these additional incurred expenses.

➤ **C. Scope of Work Exclusions**

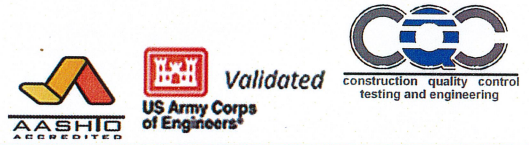
This proposal does not include steel reinforcement inspections, the placement of an on-site testing lab, development or monitoring of trench safety or earth shoring systems, construction vibration monitoring or an assessment of potential impacts to existing or adjacent site structures, monitoring of excavation condition depths and/or means and methods utilized by the general contractor and/or subcontractor to perform the contractual construction scope of work required for this project. It is the general contractor's responsibility to assign a "competent" person to perform all necessary daily observations, documentation and reporting of all excavations and/or construction operations on the project per the current Occupational Safety and Health Administration (OSHA) regulations. CQC and our Client shall have no liability for contractors selected means and methods to perform the contractual construction scope of work under for this project or any issued claims.

**III. Testing and Observation Services Estimated Fee**

We propose to provide our scope of services described above based on the unit rate fee schedule presented as Attachment, Exhibit A. Based on our understanding of the project and general review of the construction plans and specification, we estimate that our fee shall be **\$37,944.64**. Our Client shall only be billed for services requested and rendered.

A standard 6% project administrative fee shall be applied to each issued invoice as indicated in Exhibit A. Please note that this is an estimate. At the time that 75 percent of our estimated fee is reached and based on our review of the projects percent completion, we will notify our Client to evaluate if an increase in our original estimated fee may be required.


Our invoices shall be submitted monthly for work in progress in our standard format. Our invoices are payable at 4606 Titanic Avenue, El Paso, Texas 79904. Our services shall be performed in accordance with scope of services described in this proposal. By approving this proposal our Client agrees to retain our services for the unit rate fees presented in Exhibit A. We understand that our services shall be performed in accordance with the terms and conditions of our Clients master contract agreement.



This proposal and our unit rate fees are valid for a period of 90 days. CQC reserves the right to reevaluate our unit rates beyond the previously mentioned period if our proposal is not authorized. We appreciate the opportunity to submit this proposal. Should you have any questions or comments regarding this proposal, please feel free to contact us, thank you!

Respectfully Submitted,  
**CQC Testing and Engineering LLC**  
**TBPE Firm Registration No. F-10632**

Accepted Proposal Scope of Work, Stated  
Exclusions.  
Authorized Client Representative

  
Carlos Saucedo, P.E.  
Operations Manager / Project Engineer  
[csaucedo@cqceng.com](mailto:csaucedo@cqceng.com)

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

Date: \_\_\_\_\_

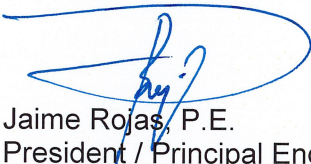
Print Name/Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State: \_\_\_\_\_

Phone#: \_\_\_\_\_

*FOR:*   
Jaime Rojas, P.E.  
President / Principal Engineer  
[jrojas@cqceng.com](mailto:jrojas@cqceng.com)

- Attachments: 1.) Exhibit A - CMT Services - Unit Rate Fee Schedule and Estimated Fee  
2.) Client Project and Report Distribution Form

Copies: 1.) Above Addressee – 1 copy by e-mail ([rrivera@huitt-zollars.com](mailto:rrivera@huitt-zollars.com))

L:\1 CMT - Proposals\2023\MAIN CMT Proposals\23-018-03 - Town of Horizon 2024 Street Maintenance (Huitt)\3-Proposal and Cost Estimate\23-018-03 proposal.docx



4606 Titanic Avenue  
 El Paso, Texas 79904  
 Ph.: (915) 771-7766  
 Fx.: (915) 771-7786

**EXHIBIT A**  
**CMT Services - Unit Rate Schedule and Estimated Fee**  
**Town of Horizon City - 2024 Street maintenance Program**  
**S. Kenazo Ave., N. Kenazo Ave., McMahon Ave. and Biglon Pl.**  
**CQC Proposal No. PTCQC23-018-03**

	<u>ASTM Test Method</u>	<u>Est. Quantity</u>	<u>Unit Rate</u>	<u>Extended Fee</u>
<b>I. <u>Earthwork Preparation - Soil Sampling and Testing</u></b>				
A. <b>Soil Moisture Density Relationship Testing, (Regular Rate):</b> including reporting (Subgrade, Select Fill, and Base Course). Up to 1/2 hour of tech time for sampling. Stand by shall apply after 1/2 hour.	D-1557/ D-698	3	\$ 270.00 /ea.	\$ 810.00
B. <b>Soil Moisture Density Relationship Testing, (O.T. Rate):</b> including and reporting (Subgrade, Select Fill, and Base Course). Up to 1/2 hour of tech time for sampling. Stand by shall apply after 1/2 hour.	D-1557/ D-698	--	\$ 324.00 /ea.	If Required
C. <b>Particle Size Analysis - Soil Sieve</b>	D-6913	3	\$ 85.00 /ea.	\$ 255.00
D. <b>Atterberg Limits Test - Plasticity Index</b>	D-4318	3	\$ 75.00 /ea.	\$ 225.00
E. <b>Base Repairs Throughout Streets - Soil Compaction Density Testing:</b> including up to 1 hr. of on-site tech time for testing and reporting. Min. of 3 tests per trip and one test per 8 inch lift. Stand by time shall apply after 1 hour. Excludes trip charge fees.	D-6938	42	\$ 32.00 /ea.	\$ 1,344.00
F. <b>Additional Tech Stand-by-Time</b>	-	0	\$ 68.00 /hr.	\$ -
G. <b>Technician Travel Time:</b> (1.5 hour min. per trip, applied to testing and sample pick-ups). Does not include O.T. charges.	-	24	\$ 68.00 /hr.	\$ 1,632.00
H. <b>Vehicle Trip Charge:</b> (applied to testing and sample pick-ups).	-	16	\$ 60.00 /trip	\$ 960.00
<b>Soil Sampling and Testing - Subtotal</b>				<b>\$ <u>5,226.00</u></b>
<b>II. <u>Concrete Sampling and Testing</u></b>				
A. <b>Sitework Concrete Sampling and Strength Testing (Regular Rate):</b> including slump, temp., molding of 5 concrete cylinders, curing, strength testing and reporting, max. of 5 cylinders per set, up to 1 hr. of on-site tech time, 1 set per 50 cyds. Stand by Time shall apply after 1 hr.	C-31/ C-39	7	\$ 250.00 /set	\$ 1,750.00
B. <b>Concrete Air Entrainment Test:</b> Includes report	C-231	7	\$ 22.00 /ea.	\$ 154.00
C. <b>Additional Concrete Slump Test:</b> Includes report.	C-143	0	\$ 22.00 /ea.	\$ -
D. <b>Technician Travel Time:</b> (1.5 hour min. per trip, applied to testing and sample pick-ups). Does not include O.T. charges.	-	21	\$ 68.00 /hr.	\$ 1,428.00
E. <b>Vehicle Trip Charge:</b> (applied to testing and sample pick-ups).	-	14	\$ 60.00 /trip	\$ 840.00
<b>Concrete Sampling and Testing - Subtotal</b>				<b>\$ <u>4,172.00</u></b>



**EXHIBIT A**  
**CMT Services - Unit Rate Schedule and Estimated Fee**  
**Town of Horizon City - 2024 Street maintenance Program**  
**S. Kenazo Ave., N. Kenazo Ave., McMahon Ave. and Biglon Pl.**  
**CQC Proposal No. PTCQC23-018-03**

4606 Titanic Avenue  
 El Paso, Texas 79904  
 Ph.: (915) 771-7766  
 Fx.: (915) 771-7786

	<u>ASTM Test Method</u>	<u>Est. Quantity</u>	<u>Unit Rate</u>	<u>Extended Fee</u>
<b>III. <u>Asphaltic-Concrete Paving</u></b>				
A. <b>Paving - AC Material</b> Sampling and Testing: including; sample temperature, bitumen content, aggregate sieve analysis, Rice Specific Gravity, Molding and preparation of HMAC patties, Marshall stability, flow and reporting, 1 test per 500 tons.	D-6307 D-5444 D-6927	16	\$ 395.00 /set	\$ 6,320.00
B. <b>AC Material Paving Compaction Observation</b> - tech time for rolling patterns, min. of 2 hours per trip. Does not include trip charge.	-	96	\$ 68.00 /hr.	\$ 6,528.00
C. <b>AC Material Pavement Compaction Density Testing:</b> including up to 1 hr. of on-site tech time for testing and reporting. Min. of 3 tests per trip and one test 2,000 square feet of paving or as required. Stand by time shall apply after 1 hour. Excludes trip charge fees.	D-2950	96	\$ 32.00 /ea.	\$ 3,072.00
D. <b>Technician Travel Time:</b> (1.5 hour min. per trip, applied to testing and sample pick-ups). Does not include O.T. charges.	-	72	\$ 68.00 /hr.	\$ 4,896.00
E. <b>Vehicle Trip Charge:</b> (applied to testing and sample pick-ups).	-	48	\$ 60.00 /trip	\$ 2,880.00
<b>Pavement HMAC Sampling and Testing - Subtotal</b>				<b><u>\$ 23,696.00</u></b>

<b>IV. <u>Professional Management, Clerical Time and Other Costs</u></b>				
A. Stand-by Tech Time		0	\$ 68.00 / hr.	\$ -
B. Project Engineer (Project Testing Coordination)		25	\$ 110.00 / hr.	\$ 2,750.00
C. Principal Engineer		--	\$ 125.00 /hr.	Only if Authorized
D. Clerical		--	\$ 45.00 / hr.	Only if Authorized
E. Cancellation Trip Charges, Billed to GC		--	\$ 230.00 /trip	As Required
F. Project Administration Fee: Includes Professional Report Review, Clerical Time, Report Reproduction, Paper/Report Form and Reporting Costs. Rate - 6% of earned fee, applied to each issued invoice.		--	6% Applied to Each Issued Invoice	<b>\$ 2,150.64</b>
<b><u>Construction Materials Testing Services Estimated Fee:</u></b>				<b><u>\$ 37,994.64</u></b> *

\* Charges will be assessed only for actual tests performed and services rendered.

\*\* This proposal does not include services conducted on Saturdays, Sundays or holidays or not within regular working hours 8:00 a.m. to 5:00 p.m. from Monday through Fri. Our services on Saturday, Sunday, holidays, or not within working hours will be invoiced at 1.2 times the extended fee.

\*\*\* Estimated fee does not include premium costs associated to secure a construction bond or additional umbrella insurance beyond our current coverage. CQC does not carry builders risk insurance.



TOWN OF HORIZON CITY  
MEMORANDUM

Date: June 6, 2024

To: Honorable Mayor and Members of City Council

From: Teresa Quezada, CIP Manager

*Teresa Quezada*  
6/6/24

SUBJECT: Discussion and Action: Resolution amending ARPA program of work

---

After the May 2024 quarterly ARPA status report, the Town's ARPA team met to discuss how to position the Town so that all ARPA funds are committed by the December 31, 2024, deadline. While recent changes aimed to exhaust the funds by the deadline, the Town's team determined that the best way to ensure obligation of the funds is to add projects to the program of work. Additional projects allow staff to develop procurement specifications and begin working on procurement for those projects once Council approves the changes to the ARPA program of work.

Staff is thus proposing that 4 additional projects are added to the program of work. Project budgets are not yet available but will be presented to Council as the procurement process proceeds.

The four recommended projects are:

- **ADA Transition Plan** – a study to ascertain any gaps in ADA compliance both in the Town's infrastructure and programming.
- **Street Maintenance Design 2025** – design efforts for the next set of streets scheduled for maintenance. Construction will be funded through the sales tax allocation.
- **Municipal Facilities Phase 1 – FF&E** – furnishings, fixtures and equipment for the new facility.
- **Kenazo Extension** – extension of Kenazo from Weaver to south ponding area.

Attachment: Project worksheet and presentation

## American Rescue Plan Projects

Updated: June 2, 2024

Program	Project Description	Allocation	Adjusted Allocation	Variance	Proposed Changes - June 2024	Costs to Date	Encumbrances	Costs & Contracts to Date	Balance
Administration	City Attorney - Legal Services	\$ 46,000	\$ 46,000	\$ -	\$ 54,000	\$ 73,947		\$ 73,947	\$ (27,947)
Administration	Personal Protective Equipment	\$ 336,000	\$ 336,000	\$ -	\$ (330,471)	\$ 5,529		\$ 5,529	\$ 330,471
Administration	Other Services & Equipment - HR services, additional sanitation	\$ 288,000	\$ 155,000	\$ (133,000)	\$ (155,000)			\$ -	\$ 155,000
Administration	Rental of Portable offices	\$ 42,000	\$ 42,000	\$ -	\$ 30,000	\$ 35,218		\$ 35,218	\$ 6,782
Administration	Collaborative Projects - Food distribution, testing sites, broadband initiatives	\$ 138,000	\$ 138,000	\$ -	\$ (138,000)			\$ -	\$ 138,000
Administration	Facilities - rental of additional offices	\$ 117,000	\$ -	\$ (117,000)				\$ -	\$ -
<b>Administration</b>	<b>General Operations</b>	<b>\$ 967,000</b>	<b>\$ 717,000</b>	<b>\$ (250,000)</b>	<b>\$ (539,471)</b>	<b>\$ 114,694</b>		<b>\$ 114,694</b>	<b>\$ 602,306</b>
CIP/Planning	Virtual Meeting Capabilities	\$ 100,000	\$ 100,000	\$ -		\$ 24,112	\$ 67,132	\$ 91,244	\$ 8,756
CIP/Planning	City Hall Build Out	\$ 500,000	\$ 750,000	\$ 250,000		\$ 73	\$ 2,027	\$ 2,100	\$ 747,900
CIP/Planning	Demolition of Former FAA Facility	\$ 250,000	\$ -	\$ (250,000)			\$ 4,200	\$ 4,200	\$ (4,200)
CIP/Planning	N. Darrington Reconstruction - ROW Acquisition	\$ 950,000	\$ 890,000	\$ (60,000)		\$ 758,643	\$ 642,323	\$ 1,400,966	\$ (510,966)
CIP/Planning	N. Darrington Reconstruction - Utility Relocation	\$ -	\$ 60,000	\$ 60,000				\$ -	\$ 60,000
CIP/Planning	Drainage Improvements	\$ 950,000	\$ 1,200,000	\$ 250,000		\$ -	\$ 6,300	\$ 6,300	\$ 1,193,700
<b>CIP/Planning</b>	<b>Horizon City Property Portfolio</b>	<b>\$ 900,000</b>	<b>\$ 810,000</b>	<b>\$ (90,000)</b>				\$ -	\$ 810,000
CIP/Planning	City-initiated rezoning in TOD	\$ -	\$ -	\$ -				\$ -	\$ -
CIP/Planning	Transit Plaza Siting	\$ -	\$ 90,000	\$ 90,000				\$ -	\$ 90,000
CIP/Planning	Air Quality Analysis for Transit Plaza and Horizon-Socorro Circulator Route	\$ -	\$ -	\$ -				\$ -	\$ -
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				\$ 539,471				
CIP/Planning	Kenazo Extension								
<b>CIP/Planning</b>	<b>CIP/Planning Totals</b>	<b>\$ 3,650,000</b>	<b>\$ 3,900,000</b>	<b>\$ 250,000</b>	<b>\$ 539,471</b>	<b>\$ 782,828</b>	<b>\$ 721,982</b>	<b>\$ 1,504,810</b>	<b>\$ 2,395,190</b>
				\$ -				\$ -	\$ -
<b>HEDC</b>	<b>Small Business Grant and Incentive Fund</b>	<b>\$ 250,000</b>	<b>\$ 250,000</b>	<b>\$ -</b>		<b>\$ 249,265</b>		<b>\$ 249,265</b>	<b>\$ 735</b>

101

<b>Program Total</b>	<b>\$ 4,867,000</b>	<b>\$ 4,867,000</b>	<b>\$ -</b>		<b>\$ 1,146,786</b>	<b>\$ 721,982</b>	<b>\$ 1,868,769</b>	<b>\$ 2,998,231</b>
----------------------	---------------------	---------------------	-------------	--	---------------------	-------------------	---------------------	---------------------

Percent of program obligated	14.8%
Percent of program expended	23.6%
<b>Percent of program expended or obligated</b>	<b>38.4%</b>

Blue Font - Projects presented in November 2023 to Council

# Town of Horizon City ARPA Recommendations

June 11, 2024  
Council Meeting

## American Rescue Plan Projects

Updated: June 2, 2024

Program	Project Description	Allocation	Adjusted Allocation	Variance	Proposed Changes - June 2024	Costs to Date	Encumbrances	Costs & Contracts to Date	Balance
Administration	City Attorney - Legal Services	\$ 46,000	\$ 46,000	\$ -	\$ 54,000	\$ 73,947		\$ 73,947	\$ (27,947)
Administration	Personal Protective Equipment	\$ 336,000	\$ 336,000	\$ -	\$ (330,471)	\$ 5,529		\$ 5,529	\$ 330,471
Administration	Other Services & Equipment - HR services, additional sanitation	\$ 288,000	\$ 155,000	\$ (133,000)	\$ (155,000)			\$ -	\$ 155,000
Administration	Rental of Portable offices	\$ 42,000	\$ 42,000	\$ -	\$ 30,000	\$ 35,218		\$ 35,218	\$ 6,782
Administration	Collaborative Projects - Food distribution, testing sites, broadband initiatives	\$ 138,000	\$ 138,000	\$ -	\$ (138,000)			\$ -	\$ 138,000
Administration	Facilities - rental of additional offices	\$ 117,000	\$ -	\$ (117,000)				\$ -	\$ -
<b>Administration</b>	<b>General Operations</b>	<b>\$ 967,000</b>	<b>\$ 717,000</b>	<b>\$ (250,000)</b>	<b>\$ (539,471)</b>	<b>\$ 114,694</b>		<b>\$ 114,694</b>	<b>\$ 602,306</b>
CIP/Planning	Virtual Meeting Capabilities	\$ 100,000	\$ 100,000	\$ -		\$ 24,112	\$ 67,132	\$ 91,244	\$ 8,756
CIP/Planning	City Hall Build Out	\$ 500,000	\$ 750,000	\$ 250,000		\$ 73	\$ 2,027	\$ 2,100	\$ 747,900
CIP/Planning	Demolition of Former FAA Facility	\$ 250,000	\$ -	\$ (250,000)			\$ 4,200	\$ 4,200	\$ (4,200)
CIP/Planning	N. Darrington Reconstruction - ROW Acquisition	\$ 950,000	\$ 890,000	\$ (60,000)		\$ 758,643	\$ 642,323	\$ 1,400,966	\$ (510,966)
CIP/Planning	N. Darrington Reconstruction - Utility Relocation	\$ -	\$ 60,000	\$ 60,000				\$ -	\$ 60,000
CIP/Planning	Drainage Improvements	\$ 950,000	\$ 1,200,000	\$ 250,000		\$ -	\$ 6,300	\$ 6,300	\$ 1,193,700
<b>CIP/Planning</b>	<b>Horizon City Property Portfolio</b>	<b>\$ 900,000</b>	<b>\$ 810,000</b>	<b>\$ (90,000)</b>				\$ -	\$ 810,000
CIP/Planning	City-initiated rezoning in TOD	\$ -		\$ -				\$ -	\$ -
CIP/Planning	Transit Plaza Siting	\$ -	\$ 90,000	\$ 90,000				\$ -	\$ 90,000
CIP/Planning	Air Quality Analysis for Transit Plaza and Horizon-Socorro Circulator Route	\$ -	\$ -	\$ -				\$ -	\$ 103
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				\$ 539,471				
CIP/Planning	Kenazo Extension								
<b>CIP/Planning</b>	<b>CIP/Planning Totals</b>	<b>\$ 3,650,000</b>	<b>\$ 3,900,000</b>	<b>\$ 250,000</b>	<b>\$ 539,471</b>	<b>\$ 782,828</b>	<b>\$ 721,982</b>	<b>\$ 1,504,810</b>	<b>\$ 2,395,190</b>
				\$ -				\$ -	\$ -
<b>HEDC</b>	<b>Small Business Grant and Incentive Fund</b>	<b>\$ 250,000</b>	<b>\$ 250,000</b>	<b>\$ -</b>		<b>\$ 249,265</b>		<b>\$ 249,265</b>	<b>\$ 735</b>

<b>Program Total</b>	<b>\$ 4,867,000</b>	<b>\$ 4,867,000</b>	<b>\$ -</b>		<b>\$ 1,146,786</b>	<b>\$ 721,982</b>	<b>\$ 1,868,769</b>	<b>\$ 2,998,231</b>
----------------------	---------------------	---------------------	-------------	--	---------------------	-------------------	---------------------	---------------------

Percent of program obligated	14.8%
------------------------------	-------

Percent of program expended	23.6%
-----------------------------	-------

<b>Percent of program expended or obligated</b>	<b>38.4%</b>
---	--------------

**Blue Font - Projects presented in November 2023 to Council**

# ADA Transition Plan

- Study to assess City's ADA-compliant facilities and programs.
- Scope of work is developed
- Schedule:
  - Advertise in late June/July 2024 for statements of qualifications
  - Contract fall 2024



Image from City of Santa Clara

# Street Maintenance – Design 2025

- Develop priorities and specifications for next set of streets for annual rehabilitation program.
- Schedule
  - Develop SOW for street and drainage improvements – Summer 2024
  - Advertise for RFQs – late summer/early fall 2024
  - Award contract – late fall 2024
  - Issue task order – late fall 2024

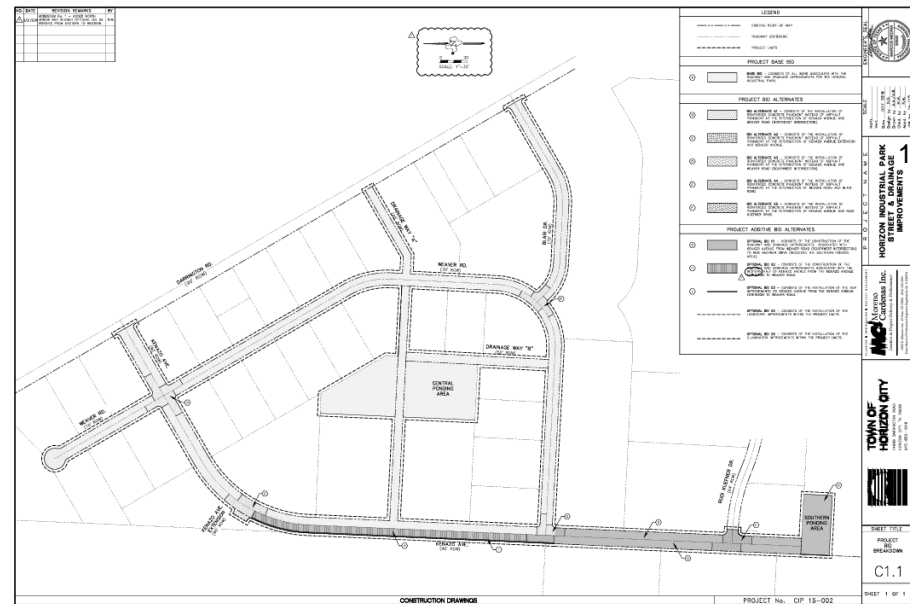
# Municipal Facilities FF&E

- 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.



# Kenazo Extension – from Weaver to south ponding area

- Extend Kenazo in the Industrial Park for greater connectivity.
- Schedule pending



# Town of Horizon City ARPA Recommendations

June 11, 2024  
Council Meeting

## **RESOLUTION**

**WHEREAS**, the Town of Horizon City, Texas, is a beneficiary of funds allocated to state and local governments under the American Rescue Plan Act; and

**WHEREAS**, the American Rescue Plan Act (ARPA) Funds must be obligated by end of year 2024 and the funds must be fully spent by end of year 2026; and

**WHEREAS**, the Town of Horizon City Council previously approved a Resolution on April 12, 2022, allocating \$4.867 million of the received ARPA Funds to the following categories:

- Responding to Public Health Emergency,
- Responding to Negative Economic Impacts,
- Investments in Infrastructure; and

**WHEREAS**, subsequent regulations and rules promulgated by the U.S. Department of the Treasury on the use of ARPA Funds allow greater flexibility in the eligible uses of such funds for recipients to provide government services under the category referred to as “revenue loss funds” or “revenue replacement funds,” including allowing local governments to elect to claim a standard allowance for expenditures of received ARPA Funds of up to \$10 million dollars under this revenue loss category; and

**WHEREAS**, the Town of Horizon City desires to elect to claim under the standard allowance the full allocation of up to \$4.867 million of its received ARPA Funds to provide government services that are eligible uses under the revenue loss category; and

**WHEREAS**, the Town of Horizon City desires to approve the expenditure of the remaining balance of its received ARPA Funds towards the additional projects identified in this Resolution; and

**WHEREAS**, the Town of Horizon City desires to approve certain adjustments in the previously proposed allocations and programming of the remaining ARPA Funds between operational and programming or project costs, based on the actual costs incurred to date and costs already contracted for or otherwise encumbered.

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

**A.** That the Town of Horizon City, Texas, elects to claim under the standard allowance the full allocation of up to \$4.867 million of its received ARPA Funds to provide government services that are eligible uses under the revenue loss category; and

**B.** That the Town of Horizon City, Texas, authorizes and directs City staff to prioritize identifying, negotiating, and providing to the City Council for further consideration proposed contracts to use the remaining balance of received ARPA Funds eligible uses for the following additional projects:

1. *ADA Transition Plan:* Contracting a consultant to perform the necessary inventory and analysis of City infrastructure, facilities and programs to determine compliance with the Americans with Disabilities Act (ADA) requirements and to develop a plan to make necessary adjustments;
2. *Street Maintenance Design:* Contracting a design consultant to develop the plans and specifications for the 2025 annual street maintenance program;
3. *Municipal Facilities Phase 1 - FF&E:* Contracting for the purchase of furniture, fixtures and equipment (FF&E) to furnish and equip the Municipal Facilities Phase 1 building for use by the police department, public works departments, the Municipal Court, and the City Council chambers, including the purchase of any necessary specialized communications and dispatch equipment; and
4. *Kenazo Extension:* Contracting for the necessary planning, design, and construction of the extension of public streets and related infrastructure for the Kenazo Extension project.

**C.** That the Town of Horizon City, Texas, approves certain adjustments in the previously proposed allocations and programming of the remaining ARPA Funds between operational and programming or project costs, based on the actual costs incurred to date and costs already contracted for or otherwise encumbered, as detailed in Exhibit “A” to this Resolution, attached hereto and incorporated herein.

**PASSED AND APPROVED THE** 11<sup>th</sup> day of June 2024.

**Town of Horizon City**

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

**ATTEST:**

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

**RESOLUTION**

**OFFICE OF THE GOVERNOR, HOMELAND SECURITY GRANTS DIVISION  
OPERATION BORDER SECURITY (LBSP) 2025 (GRANT 2999510)**

**WHEREAS**, the Town of Horizon City finds that this grant will enhance the capability to detect, prevent, and deter terrorists, weapons of mass effect, transnational gangs, smuggling of contraband, and trafficking, and

**WHEREAS**, the Town of Horizon City finds it in the best interest of the citizens of the Town of Horizon City to submit the grant application for the FY 2025 Local Border Security (LBSP) project to the Office of the Governor, Homeland Security Grants Division, and

**WHEREAS**, the Town of Horizon City acknowledges that the Office of the Governor, Public Safety Office does NOT require matching funds or an in-kind match; and

**WHEREAS**, the Town of Horizon City agrees that in the event of loss or misuse of the Office of the Governor, Public Safety Office funds, the Town of Horizon City assures that the funds will be paid back in full; and

**WHEREAS**, the Town of Horizon City agrees that the existence of an award will not be used to offset or decrease total salaries, expenses and allowances that the city receives or provides to its Police Department at or after the grant is awarded; and

**WHEREAS**, the Town of Horizon City designates the Mayor as the Authorized Official, and the Authorized Official is given the power to apply for, accept, reject, alter or terminate the grant.

**NOW THEREFORE, BE IT RESOLVED** that the Town of Horizon City Council has approved submission of the grant application for the Local Border Security Grant Program (LBSP) that operates from 9/01/2024 to 08/31/2025.

Adopted on this 9<sup>th</sup> day of April 2024.



Andres Renteria  
Mayor  
Horizon City, Texas

**ATTEST:**



Elvia Schuller  
City Clerk  
Horizon City, Texas



**The State of Texas**

**County of El Paso**

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE TOWN OF HORIZON CITY, TEXAS AND THE CITY OF EL PASO, TEXAS**

The Interlocal Agreement (“Agreement”) is made and entered into by and between the Town of Horizon City, Texas (“Horizon City”) and the City of El Paso, Texas (“City of El Paso”), providing for the El Paso Fire Marshals Office (hereinafter referred to as “EPFMO”) to provide assistance to the Horizon City Police Department (hereinafter referred to as “HCPD”) in arson investigations, pursuant to the provisions of the Texas Interlocal Cooperation Act. Horizon City and the City of El Paso may individually be referred to as a “Party” or collectively as “Parties” to this Agreement. HCPD and EPFMO may individually be referred to as an “Agency” or collectively as “Agencies” in this Agreement.

**WHEREAS**, Horizon City and the City of El Paso are local governments in the State of Texas; and

**WHEREAS**, the HCPD is a law enforcement agency of Horizon City; and

**WHEREAS**, the EPFMO is an agency of the City of El Paso; and

**WHEREAS**, Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act, Sections 791.003(3)(B), (D), (K) and (N), and 791.003(4)(A) allow local governments to contract with one another to perform governmental functions and services, including arson investigations and other governmental functions in which the contracting parties are mutually interested; and

**WHEREAS**, the HCPD and the EPFMO, each pursuant to its statutory and constitutional authority, are responsible for investigating suspicions of arson, and are desirous that the necessary agreements be entered into by and between the Horizon City and the City of El Paso to facilitate assistance between the agencies during emergency conditions occurring within Horizon City; and

**WHEREAS**, Horizon City and the City of El Paso believe that a cooperative agreement between the agencies would provide a benefit to the residents of Horizon City; and

**WHEREAS**, Horizon City and the City of El Paso are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., (the “Act”) and Chapter 775 Texas Health and Safety Code, which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act; and

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

## **Purpose**

The purpose of this Agreement is to establish an interagency agreement on the level and duration of response and commitment, investigative methodology, collection of evidence and other matters critical to the success of the mission to effectively investigate arson.

The purpose of this Agreement is to establish response and investigative protocols, pursuant to which the parties agree that EPFMO shall provide assistance to HCPD in responding to the demands of arson investigations within the city limits of Horizon City.

It is understood that the crime of arson represents both a fire service problem and a law enforcement problem for a community. Experience shows that the most effective deterrent to arson lies both in effective investigation of every fire and taking proactive preventative measures. Personnel assigned to conduct fire investigation must be skilled in origin & cause determination, physical evidence collection, interviewing and interrogation, and case preparation and documentation. Accomplishment of the mission to significantly reduce arson in Horizon City requires the full commitment of all fire service and law enforcement personnel, prosecutors and other allied agencies working together with the community.

It is the purpose of this agreement that the agencies listed agree to work together to investigate arson within the city limits of Horizon City.

## **Article 1**

### **STANDARDIZED ARSON/FIRE NOTIFICATION PROTOCOL**

1. **SOLE REQUESTING/NOTIFICATION AUTHORITY.** The HCPD is designated as the sole requesting authority for the investigative services of the EPFMO within Horizon City.
2. **WHEN TO NOTIFY.** In addition to the notification requirements established under applicable state law, these are the steps in notification. Upon discovery or notification of arson suspected by the responding fire department to the HCPD, the Criminal Investigations Division Lieutenant of the HCPD shall be notified. In turn, the CID Lieutenant shall notify the EPFMO.
3. **INFORMATION NEEDED:** Whenever the Emergency Services District #1 notifies both entities, the reporting fire fighter or dispatcher shall provide that representative with the following information as a minimum:

- A. Date/ time, and location of the incident;
- B. Description of the incident;

- C. Fatal or critical injury to any person;
- D. Evacuation of occupants;
- E. Multiple structures;
- F. Commercial building;
- G. Structural fire incident within the "Target Area"; and
- C. Preliminary cause if known (i.e., arson, suspicious, undetermined, accidental).

4. INVESTIGATIVE COORDINATION. In the case where a request for an investigator is made, the EPFMO officer that responds shall coordinate closely with the HCPD during the entire investigative process.

The EPFMO Supervisor will have supervisory authority over all personnel for the purpose of conducting fire and arson investigations within Horizon City. He shall establish a "Team" from assigned investigators taking into account the fire/arson investigation experience and training of everyone.

## **Article 2**

### **ARSON INVESTIGATORS RESPONSIBILITIES AND INVESTIGATION PROTOCOL**

1. The "on-duty" Investigator shall IMMEDIATELY respond to and investigate all fires where Arson is suspected in Horizon City that come under the following "High Priority" categories:

- A. Fires or explosions causing the death of any person.
- B. Suspicious or undetermined fires or explosions resulting in critical injury to any person.
- C. Suspicious or undetermined fires or explosions resulting in the evacuation of any person from a building.
- D. Suspicious or undetermined fires or explosions resulting in destruction to multiple buildings or structures.
- E. Fire or explosion causing destruction to any government property or to any storage facility containing and storing public documents.
- F. Fire or explosion damage to a commercial or residential structure of suspicious, unknown cause or of substantial nature.

G. Any other fire or explosion incident causing damage to a building.

### **Article 3**

#### **FIRE MARSHAL INVESTIGATION PROTOCOL**

The agencies shall adhere to the Investigation Protocol described herein. This protocol requires that the following sequence occur immediately after receipt of a report on a working fire anywhere in Horizon City:

1. IMMEDIATE RESPONSE TO A DESIGNATED CATEGORY FIRE: The immediate dispatch of the on-call fire marshal to any structure fire which falls within the definition of a designated incident 24 hours a day.

2. IMMEDIATE NOTIFICATION OF THE FIRE MARSHAL ARSON INVESTIGATOR IN CHARGE OR HIS DESIGNEE: In fire incidents falling within the definition of "High Priority" as described in Article 2, Section 1.

3. The Arson Investigator shall respond to all structural fires with the suspicion of arson occurring in Horizon City on a 24 hours a day - 7 days a week basis.

4. Vehicle fires and other categories of fires such as outside fires not involving a structure may be investigated by EPFMO Investigators who will determine if the fire was incendiary and if there is sufficient resources available to assist if necessary.

5. Juvenile offenders involved in arson cases will be referred to the HCPD who will refer the Juvenile to the Juvenile Probation Department for prosecution.

6. It will be the policy of the EPFMO to seek prosecution of any person who intentionally sets a fire in Horizon City consistent with state law.

7. The EPFMO recognizes that arson cases are frequently circumstantial in nature and often depend heavily on developing pertinent information from fact witnesses. The EPFMO also recognizes that fire scene origin and cause examination can be a complex process. Here again, developing information from early witnesses to the incipient fire including victims, abutters, the reporting party, first in firefighters and other persons will often provide important information. Such witness observations usually serve to corroborate the origin and cause examination results. It is critical that these persons be identified and interviewed. The investigation protocol of the EPFMO is designed to secure, and not lose, this invaluable source of potential evidence. Investigators will follow the protocol as described herein:

a. INTERVIEW FLEETING WITNESSES IMMEDIATELY - In any fire, the first investigator on the scene shall briefly size up the fire origin to determine the room of origin, secure obvious physical evidence and manage overhaul. Following this activity, which should only take a few minutes, investigators will focus their efforts to identifying potential "fleeting witnesses." Experience has shown that these people will leave the scene during fireground operations. Unless they are identified and interviewed during firefighting operations there usually is no way to identify or relocate them. Those building occupants who lived or worked

closest to the fire is origin shall be interviewed next to document any observations or knowledge they may have about fire hazards and the sequence of events surrounding the fire's initiation and development. Abutters and line of sight neighbors are interviewed next. All initial interviews conducted by members of the team shall be reduced to written statements or will be audiotaped or videotaped in accordance with the recommended procedure.

b. **BEGIN PROCESSING THE SCENE AFTER IMPORTANT INTERVIEWS ARE COMPLETED:** As soon as practical after available important witnesses are interviewed for details about the probable fire origin and flow of events the examination of the fire scene may begin. Excavation of collapsed debris not germane to the cause of the fire and reconstruction of remains of furniture or other items to their pre-fire position are important phases of fire flow analysis. Origin and cause examinations shall conform, step by step, to the Unit's training. Each area of fire origin requires through excavation, reconstruction, analysis, and documentation. Evidence will be collected in accordance with best practices and existing policies providing that all phases of recovery are documented, and a chain of custody is constantly maintained. All evidence taken during the Fire Marshal's investigations will be secured in the Unit's contraband room pending analysis or presentation to a court unless other arrangements are approved by the Fire Marshal Supervisor.

c. **SET UP AN INCIDENT MASTER FILE** - An Incident Master File should be set up as soon as is practical into an investigation. All statements, consent forms, search warrants, signed Miranda cards, and other data collected by individual investigators shall be placed into this file at the end of each day. Photocopies of the file materials shall be taken back to the field by a Team supervisor or case officer in a working file. For the system to work correctly, information must flow freely and constantly among all investigators. For the system to work at all, every investigator has a right to know that other investigators are working effectively toward a common objective. Master files will be retained in the EPFMO and will be accessible to supervisory personnel only.

d. **CONFIDENTIAL INFORMER FILE** - A file containing information on confidential informants will be established by the lead investigator. This file shall contain biographical information on the identity of each informant, a photograph, a current Probation Record, and a log of information provided.

#### Article 4

#### **TERMS OF AGREEMENT**

1. Assistance under the terms of this Agreement is not mandatory, but the Party receiving the request for assistance should immediately inform the requesting department if, for any reason, assistance cannot be rendered. Upon request, the EPFMO shall respond immediately and dispatch and provide personnel pursuant to the same policies and practices and in the same manner as the City of El Paso would provide services within the City of El Paso's own jurisdiction based on the available needs of the City of El Paso and available staff to respond. The Investigator "on duty" will provide an accurate estimated time of arrival and notify a Supervisor if there is any delay due to the needs within the City of El Paso or limited available staff.

2. The Parties agree to fully support their assigned personnel's ability to fully participate in the operation by supplying all necessary fire investigation and personal safety equipment required to conduct this function. Because of the nature of the problem and the complexity of the investigations it will be necessary for each party to provide sufficient overtime compensation to its personnel.
3. Each party and all assigned personnel agree to comply with all applicable state, federal, and local laws, rules, and regulations, including but not limited to OSHA Regulatory Safety Guidelines 1910.120.
4. Subject to the limitations as to damages and liability under the Texas Tort Claims Act, and without waiving governmental immunity, each party to this Agreement agrees to hold harmless each other, its governing board, officers, agents, and employees for any liability, loss, damages, claims, causes of action, or attorney's fees, caused, or asserted to be caused, directly or indirectly, by the other party to this Agreement, or any of its officers, agents, or employees as a result of its performance under this Agreement, pursuant to Tex. Gov't Code § 791.006(a-1) with the intent that liability be different than liability otherwise assigned under subsection (a).
5. The parties intend to enter this Agreement as independent contractors and assume all of the rights, obligations and liabilities applicable to it as an independent contractor. This Agreement shall be construed to give effect to this intent. Neither party is authorized to represent the other for any purpose whatsoever without the prior written consent of the other party. Employees of either party shall not be considered to be employees of the other party.
6. The EPFMO Incident Commander or Safety Officer shall be responsible to make an assessment of the structural integrity of any building damaged by fire or explosion and determine what additional hazards may be present. The EPFMO shall employ independent experts to conduct complex examinations whenever necessary. Property insurance companies who ensure a given loss shall be solicited for funding for this purpose. Alternative funding sources for such examinations in cases where no insurance is present will be explored in conjunction with the District Attorney's Office.
7. This Agreement is in effect upon signature of all parties. It shall remain in effect unless terminated, with or without cause, upon thirty (30) days' written notice by any party in the manner provided herein. This Agreement may be amended by mutual consent, if reduced to writing and signed by both parties. This Agreement shall be reviewed twenty-four months after the date of execution and two years thereafter.
8. All notices pursuant to this Agreement shall be in writing and either hand delivered or sent by registered or certified mail, postage prepaid, return receipt requested. Notice shall be provided as follows:



By: \_\_\_\_\_  
Title: \_\_\_\_\_ Date

**Approved as to Form:**

By: \_\_\_\_\_  
Title: \_\_\_\_\_ Date