



HORIZON CITY

Incorporated 1988

**AGENDA
PUBLIC MEETING
REGULAR CITY COUNCIL MEETING
THE TOWN OF HORIZON CITY, TEXAS
Tuesday, September 13, 2022, 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, September 13, 2022 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:

Meeting Video:

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

- 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
8/30/22 Special City Council Meeting.

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

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

REGULAR AGENDA

- 6. **Presentation:**

Mayor
On a presentation by George Cruz, Realtor regarding real estate properties at the corner of Eastlake and Kenazo.

- 7. **PUBLIC HEARING:**

Mayor/CIP Manager
On a Resolution adopting the updated Capital Improvement Program for FY 2023 - FY 2025.

- 8. **Discussion and Action:** **6**

Mayor/CIP Manager
On a Resolution adopting the updated Capital Improvement Program for FY 2023 - FY 2025.

- 9. **Discussion and Action:** **20**

Mayor/CIP Manager
On the Town of Horizon City, Texas establishing priorities for the 88th Legislative Session in Texas, and authorizing representation of the municipality in advocating positions on such legislative priorities.

- 10. **Discussion and Action:** **25**

Mayor/CIP Manager
Regarding a Resolution withdrawing the approval granted by the City Council on May 10, 2022 to authorize the Mayor to sign First Amendment to the Engineering Services Agreement for Professional Services (CIP 2018)

with a revised Attachment "A-1" dated April 8, 2022; and authorizing the Mayor to sign the First Amendment to the Engineering Services Agreement for Professional Services (CIP 2018 - Revised) attached to the Resolution.

11. PUBLIC HEARING:

Mayor/Finance Director

2nd Reading of Ordinance No. _____ An Ordinance of the Town of Horizon City, Texas enacting the municipal budget for 2022-2023 fiscal year; funding municipal purposes; authorizing expenditures; providing for repealer and severability clauses.

12. Discussion and Action:

37

Mayor/Finance Director

2nd Reading of Ordinance No. _____ An Ordinance of the Town of Horizon City, Texas enacting the municipal budget for 2022-2023 fiscal year; funding municipal purposes; authorizing expenditures; providing for repealer and severability clauses.

13. Discussion and Action:

Mayor/Finance Director

On ratifying the property tax increase reflected in the adopted annual budget for Fiscal Year 2022/2023.

14. PUBLIC HEARING:

Mayor/Finance Director

Public Hearing on the Proposed Tax Rate - On the proposed 2022 tax rate of \$0.524390, which is an increase to the total tax revenues from properties on the tax roll in the preceding tax year of \$310,654 or 4.97%. Individual taxes may increase at a greater or lesser rate, or even decrease, depending on the change in the taxable value of your property in relation to the change in taxable value of all other property and the tax rate that is adopted.

15. PUBLIC HEARING:

Mayor/Finance Director

2nd Reading of Ordinance _____, An Ordinance of the City Council of the Town of Horizon City, Texas, approving the 2022 ad valorem tax rate and levy of assessed valuation of all taxable property within the corporate limits of the city; providing for penalties and interest; and providing for the following: findings of fact; severability; savings clause; publication and effective date.

16. Discussion and Action:

43

Mayor/Finance Director

2nd Reading of Ordinance _____, An Ordinance of the City Council of the Town of Horizon City, Texas, approving the 2022 ad valorem tax rate and levy of assessed valuation of all taxable property within the corporate limits of the city; providing for penalties and interest; and providing for the following: findings of fact; severability; savings clause; publication and effective date.

17. Discussion and Action:

47

Mayor/Planner

On the submittal of a commercial preliminary and final plat application for **Kenazo Estates Unit "1"** (**#SUB-002504-2022**), legally described as a portion of Section 31, Block 78, Township 3, Texas and Pacific Railroad Surveys, Town of Horizon City, El Paso County, Texas. Containing 4.944 ± acres. Application submitted by Pebble Hills Plaza, LTD.

18. Discussion and Action:

59

Mayor/Planner

On the submittal of a commercial preliminary and final plat application for **Kenazo Estates Unit "2"** (**#SUB-002506-2022**), legally described as a portion of Section 31, Block 78, Township 3, Texas and Pacific Railroad Surveys, Town of Horizon City, El Paso County, Texas. Containing 8.695 ± acres. Application submitted by Pebble Hills Plaza, LTD.

19. Discussion and Action:

71

Mayor/Planner

Regarding a Resolution authorizing the Town of Horizon City to become a member of EPATS, LGC, adopting the Bylaws, appropriating the sum of \$60,000.00 for dues, and designating Michelle Garcia as the city's Director on the EPATS, LGC Board of Directors and Arturo Rubio as her alternate during her leave of absence.

20. Discussion and Action:

73

Mayor/City Clerk

On the award of RFP No. 2022-006RFP JAN - Janitorial Services Contract to Klean-it Janitorial as the best responsive responsible bidder in the amount of \$194,508.00, for the award of a 3 year contract with two (2) options to extend for an additional year from October 1, 2022 through September 31, 2025 and authorize the Mayor or his designee to sign the necessary documents.

21. Discussion and Action:

86

Mayor/Purchasing Agent

On a resolution adopting the Town of Horizon City procurement policies and procedures, including terms and conditions for contracts, for procurements involving federal funding.

22. 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, 9/9/2022

By: _____
Elvia Schuller, City Clerk

I, the undersigned authority, hereby certify that the above notice of the Regular City Council Meeting of the Town of Horizon City, Texas is a correct copy of this notice, and that I posted this notice at least seventy-two (72) hours preceding the scheduled meeting at the City Hall Bulletin Boards of the Town of Horizon City, Texas on this Friday, 9/9/2022 by 5:00 p.m.

Agenda Removed: _____ Time _____ By _____

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

**MINUTES
AGENDA
PUBLIC MEETING
SPECIAL CITY COUNCIL MEETING
THE TOWN OF HORIZON CITY, TEXAS
Tuesday, August 30, 2022, 6:00 PM**

Notice is hereby given that a Special City Council Meeting of the Town of Horizon City, Texas was held on Tuesday, August 30, 2022 at 6:00 PM, at City Council Chambers Room, 15001 Darrington Road, Horizon City, TX 79928, at which time the following was discussed and considered:

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

Meeting called to order at 6:05 pm. Aldermen Miller and Renteria were absent. Quorum Established.

2. Open Forum:

No one signed up to speak.

CONSENT AGENDA

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

3. Approval of Minutes from:

Mayor/City Clerk
August 9, 2022 Regular City Council Meeting

4. Request to Excuse Absent Council Members:

5. Approval of Consent Agenda Items:

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

REGULAR AGENDA

6. PUBLIC HEARING:

Mayor/Finance Director
Public Hearing on Adoption of the Fiscal Year 2022/2023 Budget: For the purpose of allowing the public to question and comment on the proposed Fiscal Year 2022/2023 Budget. Copies of the proposed budget are available for your review at the City Clerk's Office at the Town of Horizon City, 14999 Darrington Road, Horizon City, Texas between the hours of 7:00 am to 6:00 pm Monday through Thursday and are available on the City's website.

No one from public spoke.

7. **Executive Session**

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

ADJOURNMENT

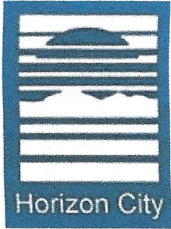
A motion was made by Alderman Corral and seconded by Alderman Padilla to adjourn at 6:02 PM.

Approved this _____ day of _____, 20__.

Attest:

Elvia Schuller, City Clerk

Ruben Mendoza, Mayor



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: September 10, 2022
To: Honorable Mayor and Members of City Council
From: Teresa Quezada, CIP Manager
SUBJECT: On a Resolution adopting the updated Capital Improvement Program for FY 2023 - FY 2025

[Handwritten signature: Teresa Quezada, dated 9/10/2022]

Per the City Charter, staff is presenting the three-year Capital Improvement Program (CIP) for Council's consideration. The CIP includes projects funded through the 2014 Certificates of Obligation, 2019 Certificates of Obligation (2018 CIP), federal funds distributed through the El Paso Metropolitan Organization (MPO), anticipated TRZ funds, anticipated TIRZ funds, and other potential funding sources that staff intends to pursue.

Notice of the public hearing on September 13, 2022, was published and posted on the City's website.

The proposed 2023 – 2025 CIP includes

- Projects identified during FY 2021 on the adopted Tax Increment Reinvestment Zone (TIRZ) program of work.
- Anticipated capital improvement projects that will result from the Town's ADA transition plan.
- Updates to existing parks that may arise from the adoption of proposed park development standards.
- Transportation projects recommended for inclusion in the El Paso Metropolitan Planning Organization's (MPO) 2050 Metropolitan Transportation Plan (MTP). This long-range plan identifies projects of regional significance and includes them in the transportation and air quality modeling the MPO must complete as part of their federal mandate. While these projects are not fully funded, inclusion in the long-range plan allows the Town to pursue federal funding opportunities.
- Improvements to Rodman Street including construction of a multi-use path and improvements to the street itself. Staff is developing a grant application for the MPO's call for 2024-2025 Transportation Alternatives Set-Aside (TASA) program which funds non-traditional transportation projects.

By incorporating unfunded projects into the CIP, staff can pursue funding opportunities as those become available because the needs and purposes of the projects have been approved by the Council.

Based on current estimates for those projects where the Town has developed project estimates, the **total value of the CIP is \$112, 916,357**. Improvements to street infrastructure account for more than two thirds of the value of the CIP.

The proposed draft resolution adopting the CIP also includes previously approved project definitions and the process the Mayor and staff would follow to reallocate existing 2014 and 2019 Certificates of Obligation funding.

Staff is also developing recommended priority projects and plans to bring a discussion of those projects to Council at the October 2022 meeting to begin developing the next funded program with specific projects.

Staff recommends approval of the resolution adopting the FY 2023-2025 CIP.

RESOLUTION

WHEREAS, the Town of Horizon City (the “City”) is required to hold a public hearing on a proposed three-year Capital Program (the “CIP”) annually in accordance with Section 5.08 of the Town of Horizon City Charter; and

WHEREAS, the proposed 2023-2025 CIP projects include projects funded through the 2014 issuance of certificates of obligation (“2014 C.O.”) and other street and right-of-way improvements, drainage improvements, park improvements and municipal facilities; and

WHEREAS, the City Council on May 9, 2018, approved certain new proposed CIP projects that include park improvements, municipal facilities, and TXDOT project matches that will be funded in future years by additional public finance issuances and other available funding (“2018 CIP”); and

WHEREAS, the City Council on June 11, 2019, approved a new location for City Hall and Municipal Court (“Municipal Facilities Phase 2”) and reaffirmed the location of the Police Department, Public Works Department and temporary chambers for Council and Municipal Court on N. Darrington Road (“Municipal Facilities Phase 1”); and

WHEREAS, the proposed 2022-2024 CIP Projects include some 2018 CIP projects that were funded through the 2019 issuance of certificates of obligation, which are primarily park improvements and certain planning and design costs relating to proposed Phase I and Phase II municipal facilities and TXDOT project matches that will be funded in future years by additional public finance issuances and other available funding (“2019 C.O.”); and

WHEREAS, the CIP projects in this Annual 2023-2025 CIP also include specific location projects and categorical projects such as Sign Replacement and ADA Ramp Construction, Miscellaneous Drainage Improvements, and Upgrades to Stormwater Ponds and Rockwall Construction which do not indicate specific locations; and

WHEREAS, the City Council desires to ensure that the 2014 C.O. and 2019 C.O. projects listed in this Annual 2023-2025 CIP are completed in a timely manner; and

WHEREAS, the City Council desires to ensure that the 2018 CIP, including 2019 C.O. and Municipal Facility Phase 1 and 2 projects listed in this Annual 2023-2025 CIP are completed in a timely manner; and

WHEREAS, the City Council desires to reaffirm the procedures to consider modifications to the 2014 C.O. and 2019 C.O. project listings during the implementation of the Annual 2023-2025 CIP; and

WHEREAS, the City Council desires to ensure that a 3-year plan in the Annual 2023-2025 CIP includes future projects to be developed as funds become available.

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

1. That the City Council has held public hearing on a proposed three-year 2023-2025 Capital Improvement Program (CIP) on September 13, 2022, required to be approved annually in accordance with Section 5.08 of the Town of Horizon City Charter. That the City Council adopts the Master Capital Improvement Program for 2023-2025 as proposed in Attachment A, which is attached hereto.
2. That City staff will present 2014 C. O. and 2018 CIP project updates in this Annual 2023-2025 CIP at least twice a year to the City Council.
3. That the projects in the 2014 C.O. and 2019 C.O. program continue to be the highest priority projects for the City.
4. That, in the event a 2014 C.O. project requires additional funding to carry out the project goals and objectives, the Mayor shall recommend to the City Council that it allocate funding to the project from within the 2014 C.O. program.
5. That, in the event, a 2014 C.O. project is deemed unfeasible, the Mayor shall recommend to the City Council that it delete the project from the 2014 C.O. program
6. That, in the event a project is deleted from the 2014 C.O. program, the Mayor shall recommend changes to the project listing in the following order of priority:
 - a. Additional locations to the categorical projects as the first option to utilize the capital funds made available due to the original project's deletion.
 - b. Additional and enhanced scope to other projects in the 2014 C.O. Program as the second option to utilize the capital funds made available due to the original project's deletion.
 - c. That the capital funds made available due to the original project's deletion be used as match for a project eligible for federal or state funding.
 - d. That the capital funds made available due to the original project's deletion be used to begin developing an unfunded street and drainage project listed in Attachment A.
 - e. That the capital funds made available due to the original project's deletion be used to retire debt.
7. That, in the event a project or projects in the 2014 C.O. program result in savings, the Mayor shall recommend to the City Council that the balance within the project be utilized in the same order of priority as would be utilized for a deleted project.
8. That, with regard to the 2019 C.O. projects, the City establishes the following procedures:
 - a. That, in the event a 2019 C.O. project requires additional funding to carry out the project goals and objectives, the Mayor shall recommend to the City Council funding the project from within the 2019 C.O..
 - b. That, in the event a 2019 C.O. project is deemed unfeasible, the Mayor shall recommend to the City Council that it delete the project from the 2019 C.O. list and

make recommendations to the City Council based on the same criteria as set forth for 2014 C.O. projects in paragraph 7 above.

PASSED AND ADOPTED this ____ day of _____ September,
2022.

THE TOWN OF HORIZON CITY

Ruben Mendoza
Mayor

ATTEST:

Elvia Schuller
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Sylvia Borunda Firth
Assistant City Attorney

Michelle Padilla, AICP
Planning Director

Teresa Quezada, Ph.D.
CIP Manager

ATTACHMENT A

MASTER CAPITAL IMPROVEMENT PROGRAM FY 2023 to FY 2025

In accordance with Section 5.08 of the Town of Horizon City Charter, the following three-year capital program is submitted for adoption.

The projects recommended for adoption include street and right-of-way improvements, drainage improvements, parks improvements and municipal facilities. These projects include the 2014 C.O.-funded projects (2014 CO program) transportation projects presented to the City Council in May 2017 and submitted to the Metropolitan Planning Organization and Park Improvements, 2019 C.O.-funded projects for parks and recreation facilities (2018 CIP) and Municipal Facility projects.

Proposed funding sources include:

Certificates of Obligation (2014 and 2019)	CO
Coordinated Border Infrastructure (federal funds available from MPO)	CBI
Parkland Dedication Fees	Park Fees
Surface Transportation Program (federal funds available from MPO)	STP
Transportation Alternatives Program (federal funds available from MPO)	TAP
Transportation Alternatives Set-Aside (Replaced TAP)	TASA
Tax Increment Reinvestment Zone (adopted December 2020) TIRZ #1	
Transportation Reinvestment Zone #2 (adopted December 2014)	TRZ #1
U.S. Department of Agriculture – Loan Program	USDA
Coronavirus Aid, Relief, and Economic Security Act	CARES
Coronavirus Response and Relief Supplemental Appropriations	CRRSA
American Rescue Plan Act of 2021	ARPA

Tables continue on following pages.

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Project Type	Project Name	Project Estimate	FY 2021	FY2022	FY 2023	Funding Source(s)
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Town of Horizon City

Capital Planning and Budgeting Capital Improvement Program and Acquisition Guidelines

CAPITAL IMPROVEMENT PROGRAM

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

Definitions

Capital projects are construction, rehabilitation, or reconstruction projects that extend the useful life of a permanent City asset or change the use of a City asset.

City assets are those buildings or infrastructure facilities that the City owns in fee simple, have been dedicated to the City or that the City leases or otherwise has a contractual interest in.

Eligible costs primarily include professional fees to acquire rights-of-way or property for a municipal facility; appraise real estate, property and permanent improvements; survey real estate or inspect property and permanent improvements; conduct studies resulting in plans for further projects; construction costs; landscaping costs; construction management fees; and costs for furnishings and equipment including technology for municipal facilities.

Policies and Procedures

The City will consider capital projects meeting the above criteria and estimated at \$25,000 or more for inclusion in the capital budget.

Departments may submit the attached capital request and description form attached to present information for candidate projects. Departments should provide as much information as possible in the form including regulatory or contractual requirements associated with the project request. Photographs and aerial depictions of the location may also be attached.

Pending issues or questions may also be included in the form for further research as part of the project evaluation process.

The Planning Director will review the project requests, consult with the requesting department, the Town Engineer and other staff to finalize the project request, estimate project costs, potential funding sources and recommend inclusion into the City's Capital Improvement Program (CIP).

The CIP will be presented to the City Council on an annual basis as part of the budget review and approval process along with a status report on the funded CIP.

CAPITAL ACQUISITION

The City desires to incorporate capital acquisitions budgeting into its annual processes. Capital acquisition budgeting will allow staff to review the City's major equipment needs and budget for them in an orderly manner. The capital acquisition budget will be reviewed by the City Council on an annual basis and adopted as part of the annual budget.

Definitions

Capital acquisitions include office furniture and equipment, vehicles, shop equipment, or other maintenance equipment. Communication and computing systems including hardware and software are also considered capital acquisitions.

Policies and Procedures

The City will consider capital acquisitions meeting the above criteria and having an estimated unit cost of \$2,500 or more.

Departments may submit a request for capital acquisitions indicating the equipment type, unit cost and number of units requested in the format as determined by the Mayor and/or designee. Departments should provide as much information as possible in their request including:

- whether the unit replaces an existing piece of equipment or vehicle;
- age of equipment proposed for replacement;
- useful life of requested equipment; and
- justification for replacement or new equipment.

The Mayor and/or designee will review the capital acquisition requests, consult with the requesting department, and other staff to finalize the request, estimate acquisition costs, potential funding sources and recommend inclusion into the City's Capital Acquisition Budget.

The proposed Capital Acquisition Budget CIP will be presented to the City Council on an annual basis as part of the budget review and approval process.



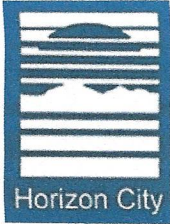
CAPITAL IMPROVEMENT PLAN - FUNDED AND UNFUNDED PROJECTS

Project Name and Type	Total	FY2023	FY2024	FY2025	Thereafter	Funding Source(s)
Drainage Improvements & Land						
Carson Drainage Improvement	\$ -	\$ -	\$ -	\$ -	\$ -	2014 CO's
Miscellaneous Drainage Improvements	1,000,000	1,000,000	-	-	-	2014 CO's
Upgrades to Storm Water Ponds and Rock Wall Constr	83,998	83,998	-	-	-	2014 CO's
Rodman Drainage	-	-	-	-	-	2014 CO's
Master Drainage Study	-	-	-	-	-	TBD
Drainage Improvements Downstream of Golf Course	-	-	-	-	-	TBD
Total	\$ 1,083,998	\$ 1,083,998	\$ -	\$ -	\$ -	
Economic Development						
Transit Plaza at TOD	3,200,000	384,000	2,816,000	-	-	TIRZ & other sources
Total	\$ 3,200,000	\$ 384,000	\$ 2,816,000	\$ -	\$ -	
Non-Capitalized Expenditures Related to a Specific Program						
Capital Improvement Program 2014-2016 General	-	-	-	-	-	2014 CO's
Capital Improvement Program 2018 General	-	-	-	-	-	2019 CO's
Total	\$ -	\$ -	\$ -	\$ -	\$ -	
Park Improvements and Land						
Golden Eagle Park Improvements	702,562	702,562	-	-	-	2019 CO's
Corky Park Improvements	-	-	-	-	-	2019 CO's
New Park	700,000	500,000	200,000	-	-	2019 CO's
Benton/Ryderwood Dog Park Duaneburg to Carroll T. Welch	782,191	458,691	323,500	-	-	2019 CO's and 2014 CO's
Open Space Path	-	-	-	-	-	TBD
West Eastlake Estates Park Improvements	-	-	-	-	-	TBD
Park Upgrades - New Standards	-	-	-	-	-	
Total	\$ 2,184,753	\$ 1,661,253	\$ 523,500	\$ -	\$ -	
Street Infrastructure						
Breaux Street Improvements (from Horizon Blvd. to	59,500	59,500	-	-	-	Street Maintenance Fund
2022 Street Maintenance Program Oxbow and Pawling Street Improvements	2,000	2,000	-	-	-	Street Maintenance Fund
Sign Replacement and ADA Ramp Construction	357,366	208,683	148,683	-	-	2014 CO's
Pavement Management Information System	-	-	-	-	-	2014 CO's
Horizon Blvd Path Improvements	69,689	-	69,689	-	-	2014 CO's
Ensor Welch Path Improvements	365,000	65,000	300,000	-	-	2019 CO's
North Darrington Reconstruction	250,000	50,000	200,000	-	-	2019 CO's
North Darrington Reconstruction	13,605,116	2,476,000	5,323,308	5,805,808	-	2014 CO's, STP, CRRSA
N. Kenazo Safety Lighting Project - FY 2022	502,920	502,920	-	-	-	2014 CO's TXDOT Safety Project Funding
South Darrington Safety Lighting Project	906,886	906,886	-	-	-	2014 CO's & TXDOT Safety Project Funding
S. Darrington Rd. Repaving	13,450,000	-	-	-	13,450,000	TBD



CAPITAL IMPROVEMENT PLAN - FUNDED AND UNFUNDED PROJECTS

Project Name and Type	Total	FY2023	FY2024	FY2025	Thereafter	Funding Source(s)
N. Kenazo Ave. Reconstruction	15,703,000	-	-	-	15,703,000	TBD
S. Kenazo Ave. Reconstruction	9,530,000	-	-	-	9,530,000	TBD
Kenazo Dr. Extension	6,177,000	-	-	-	6,177,000	TBD
Alberton Ave./Antwerp Rd. Construction	16,519,000	-	-	-	16,519,000	TBD
School Zone Upgrades	-	-	-	-	-	TBD
Darrington Illumination	-	-	-	-	-	TBD
Rifton Illumination	-	-	-	-	-	TBD
S. Kenazo Illumination	-	-	-	-	-	TBD
Sidewalk Construction on Arterials & Collectors	-	-	-	-	-	TBD
New Traffic Signals/Roundabouts	-	-	-	-	-	TBD
McMahon Street Improvements	-	-	-	-	-	TBD
Texas Rainbow Extension to N. Kenazo	-	-	-	-	-	TBD
Duanesburg Street Improvements (from Horizon Blvd. Horizon Blvd. Median Improvements between Ashford	-	-	-	-	-	TBD
Horizon Boulevard - Intersection Improvements at D	-	-	-	-	-	TBD
Horizon Boulevard - Intersection Improvements at H	-	-	-	-	-	TBD
Update and Expand Hike and Bike Trails	-	-	-	-	-	TBD
ADA Transition Plan - Implementation	-	-	-	-	-	TBD
Dilley and Delake Drives	8,700,000	1,044,000	7,656,000	-	-	TIRZ & other sources
Howard Lowe Rd. ROW Improvements	-	-	-	-	-	TBD
Rodman Street Improvements	-	-	-	-	-	TBD
Rodman Multi-Use Path	-	-	-	-	-	TBD
Total	\$86,197,477	\$ 5,314,989	\$13,697,680	\$ 5,805,808	\$61,379,000	
Administrative Buildings and Land						
Municipal Facilities - Phase 2 - Town Hall and Mun	13,400,000	100,000	1,800,000	-	11,500,000	TBD
ADA Transition Plan	223,829	223,829	-	-	-	2014 CO's
Total	\$13,623,829	\$ 323,829	\$ 1,800,000	\$ -	\$11,500,000	
Public Safety Buildings and Land						
City Hall/Police Headquarters	6,626,300	4,990,901	1,635,399	-	-	USDA Rural Program Loan
Total	\$ 6,626,300	\$ 4,990,901	\$ 1,635,399	\$ -	\$ -	
QUALITY OF LIFE BUILDINGS AND LAND						
Multipurpose Center	-	-	-	-	-	TBD
Renovate Oz Glaze Senior Center	-	-	-	-	-	TBD
Develop a Community Pool	-	-	-	-	-	TBD
Total	\$ -	\$ -	\$ -	\$ -	\$ -	
Grand Total	\$12,916,357	\$13,758,970	\$20,472,579	\$ 5,805,808	\$72,879,000	



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: September 10, 2022
To: Honorable Mayor and Members of City Council
From: Teresa Quezada, Ph.D., CIP Manager
SUBJECT: Discussion and Action on establishing priorities for the 88th Texas Legislative Session

*Teresa Quezada
9/10/2022*

The Town has been asked by members of the legislative delegation to provide legislative priorities to them, so staff has begun compiling recommendations for Council to consider and discuss as the Town of Horizon City's formal legislative priorities for the 88th Texas Legislative Session that begins on January 10, 2023.

Municipalities adopt legislative priorities to

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

The Legislative Priorities Resolution becomes the document that establishes the Town's priorities and identifies proposed legislation the Town will either support or oppose.

Staff anticipates that the final resolution presented to Council will document the Council's intent to support legislation that enhances the City's ability to solve problems and improve the quality of life for its citizens and oppose legislation that reduces the City's authority or increases the City's costs.

No action is required at this point. However, staff is presenting the resolution considered for the 87th Legislature in the fall of 2021 for Council's review, discussion, and direction. Staff plans to present the final resolution at the regular City Council meeting on October 11, 2022, after incorporating comments from Council and department heads, and coordinating with the County of El Paso and the Town's City Attorney.

I am attaching the draft resolution and "Dates of Interest" for the 88th Legislature handout for your convenience.

Interim

Tuesday, March 1, 2022 Primary election to select political party candidate for federal, state, and county officers

[\[Sec. 41.007, Elections Code\]](#)

Saturday, May 7, 2022 Constitutional amendment election.

[\[Sec. 1, Article XVII, Texas Constitution\]](#)

- [Propositions](#)

Special election Houst District 38.

[\[Proclamation\]](#)

Special election House District 147.

[\[Proclamation\]](#)

Tuesday, May 24, 2022 Runoff election to select political party candidate for the November general election for federal, state, and county officers.

[\[Sec. 41.007\(b\), Elections Code\]](#)

Tuesday, June 14, 2022 Emergency special election to fill 34th Congressional District seat.

[\[Sec. 41.0011, Elections Code\]](#)

[\[Proclamation\]](#)

Tuesday, November 8, 2022 General election for federal, state, and county officers.

[\[Sec. 41.001, Elections Code\]](#)

Monday, November 14, 2022 First day legislators and legislators-elect may file bills for the 88th Legislature.

Regular Session Begins

Tuesday, January 10, 2023 88th Legislature convenes at noon.

(1st day)

[\[Sec. 5\(a\), Article III, Texas Constitution; Sec. 301.001, Government Code\]](#)

Friday, March 10, 2023 60-day deadline for bill filing.

(60th day)

Monday, May 29, 2023 Sine die.

(140th day)

LEGISLATIVE PRIORITIES FOR 2021

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

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

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

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

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

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

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

A. SUPPORT-

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

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

B. OPPOSITION-

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

C. ADMINISTRATION-

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

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

TOWN OF HORIZON CITY:

Ruben Mendoza, Mayor

ATTEST:

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

DRAFT



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: September 9, 2022

To: Honorable Mayor and Members of City Council

From: Teresa Quezada, CIP Manager *Teresa Quezada
at 9/9/2022*

SUBJECT: Discussion and Action: Regarding a resolution withdrawing the approval granted by the City Council on May 10, 2022, to authorize the Mayor to sign a First Amendment to the Engineering Services Agreement for Professional Services (CIP 2018) with a revised attachment A-1 dated April 8, 2022; and authorizing the Mayor to sign the First Amendment to the Engineering Services Agreement for Professional Services attached to the resolution.

The attached amendment to the Engineering Services Agreement with Huitt Zollars, Inc. allows Huitt Zollars, as the Town Engineer to continue providing services to Horizon City in connection with the 2018 Capital Improvement Program which includes improvements to parks and recreational facilities.

This amendment was presented and approved by City Council at their April 12, 2022, meeting and ratified on May 10, 2022, for an updated fee, **\$45,972**, a small reduction from the amount approved by Council on April 12, 2022, of \$46,144. The change is due to the updated listing of Huitt Zollars staff and the corresponding hourly fees. (Revised attachment A-1, dated April 8, 2022.) The element that has been changed from the amendment ratified by Council on May 10, 2022, is the removal of updated indemnification language. After negotiation with Huitt Zollars, the indemnification language in the original agreement will remain in effect.

Support services remain consistent and include attending CIP bi-weekly coordination meetings, attending coordination meetings with stakeholders and providing research cost estimates and engineering support as required by the City.

Staff recommends approval of this resolution.

RESOLUTION

WHEREAS, on or about December 9, 1998, the Town of Horizon City (“City”) and Huitt-Zollars, Inc. (“Engineer”) entered into an Engineering Services Agreement for the Engineer to provide professional engineering services to the Town of Horizon City on an on-call basis for specific projects, under which Engineer essentially functions as the City Engineer for the City;

WHEREAS, the parties have entered into those several agreements, amendments, and revisions to the Agreement and/or Amendments for the convenience of the parties;

WHEREAS, on Oct. 9, 2018, the Parties entered into the Engineering Services Agreement for Professional Services (2018 CIP) (“Agreement”) for capital improvement project support services for the Capital Improvement Program 2018 (“2018 CIP”) (the “Project”) and the City found that the Agreement was appropriate as the Engineer is qualified and was selected through the City’s selection procedure, in accordance with all applicable state and local laws and ordinances; and

WHEREAS, the Parties desire to amend the Agreement for continued services for the Project.

WHEREAS, on May 10, 2022, the City Council approved a Resolution authorizing the Mayor to sign a First Amendment to the Engineering Services Agreement for Professional Services (2018 CIP First Amendment) with a revised Attachment “A-1” dated April 8, 2022;

WHEREAS, Engineer has requested a modification to the First Amendment to the Engineering Services Agreement for Professional Services (2018 CIP First Amendment) with a revised Attachment “A-1” dated April 8, 2022, and did not sign the document previously approved by the City Council; and

WHEREAS, the City agrees to the amendment requested by Engineer.

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

1. The City Council withdraws its authority for the Mayor to sign the First Amendment to the Engineering Services Agreement for Professional Services (2018 CIP First Amendment) with a revised Attachment “A-1” dated April 8, 2022, previously approved by the City Council on May 10, 2022.
2. The City Council authorizes the Mayor to sign the First Amendment to the Engineering Services Agreement for Professional Services (2018 CIP First Amendment - Revised) and attached to this Resolution.

PASSED AND APPROVED THE ____ day of September 2022.

Town of Horizon City

By: _____
Ruben Mendoza, Mayor

ATTEST:

By: _____
Elvia Schuller, City Clerk

APPROVED AS TO FORM:

By: _____
Sylvia Borunda Firth
Assistant City Attorney

THE STATE OF TEXAS)
)
)
)
COUNTY OF EL PASO)

ENGINEERING SERVICES
AGREEMENT FOR
PROFESSIONAL SERVICES
(2018 CIP First Amendment - Revised)

THIS FIRST AMENDMENT TO THE ENGINEERING SERVICES AGREEMENT FOR PROFESSIONAL SERVICES (CIP 2018) is made and entered into as of the _____ day of September 2022, by and between the **TOWN OF HORIZON CITY**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**City**”, and **HUITT-ZOLLARS, INC.**, a Texas Corporation, hereinafter referred to as the “**Engineer**”.

RECITALS

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

WHEREAS, the Parties have entered into those several agreements, amendments, and revisions to the Agreement and/or Amendments for the convenience of the Parties; and

WHEREAS, on Oct. 9, 2018, the Parties entered into the Engineering Services Agreement for Professional Services (2018 CIP) (“Agreement”) for capital improvement project support services for the Capital Improvement Program 2018 (“2018 CIP”) (the “Project”) and the City found that the Agreement was appropriate as the Engineer is qualified and was selected through the City’s selection procedure, in accordance with all applicable state and local laws and ordinances; and

WHEREAS, the Parties desire to amend the Agreement for continued services for the Project.

AGREEMENT

NOW, THEREFORE, for the consideration set forth in the Agreement and this 2018 CIP First Amendment, City and the Engineer agree to revise the Agreement by adding the following provisions to the Agreement.

1. ARTICLE I., ATTACHMENTS of the Agreement is amended to include a new paragraph 1.1.1.1 which will read as follows:

1.1.1.1 The attachment listed below is hereby attached to this Agreement for CIP for continued services 2018 CIP Support Services-Project Management Tasks and are incorporated herein by reference for all purposes, as follows:

Attachment “A-1” Project proposal continued services: 2018 CIP Support Services-Project Management Task.

2. Paragraph 2.1. of **ARTICLE II, PROJECT COVERED UNDER THIS AGREEMENT** is revised in its entirety to read as follows:

2.1. The City hereby agrees to retain the Engineer and the Engineer agrees to perform professional services for the 2018 CIP to include: preparing requests for qualifications; reviewing submitted statements of qualification; attending selection meetings; coordinating with selected design consultants and providing oversight; attending design meetings with design consultants and stakeholders; reviewing design submittals and providing comments; assisting with bidding; bid review and award recommendation; providing oversight during construction; making periodic site visits; reviewing Requests for Information responses and providing guidance to the City; reviewing change orders and providing input to resolve construction issues; and attending substantial and final completion walk-throughs. The Engineer’s services shall consist of the Scope of Services as further described in **Attachment “A”** and **Attachment “A-1”**.

3. Paragraphs 3., 3.1.1 and 3.2 of **ARTICLE III. ENGINEER FEES AND PROJECTS BUDGET** are revised in their entirety to read as follows:

3.1 PAYMENT TO ENGINEER. The City shall pay for the Engineer’s Services for the 2018 CIP Support Services based on the pre-established rates. The amounts listed as fees within the detailed breakdowns of the anticipated and estimated services as set forth in **Attachment “A”** and **Attachment “A-1”**, are estimated amounts of the total contract cost.

3.3.1 The Mayor may authorize additional services as identified in **Attachment “A”** and **Attachment “A-1”** for this Agreement in an amount not to exceed ten percent (10%) of the total estimated Project amount identified in Section 3.1. Should any additional services as identified in **Attachment “A”** and **Attachment “A-1”** be necessary and the cost of the services exceed the identified additional ten percent (10%) of the total estimated Project amount identified in Section 3.1, such additional services and payment must be approved by the City Council of the Town of Horizon City.

3.2 ENGINEER’S SERVICES. The Engineer shall provide continued support services for execution of the 2018 CIP as set forth in **“Attachment A”** and **Attachment “A-1”**.

4. Paragraph 6.7, **CONFLICTING PROVISIONS -ATTACHMENTS** of the Agreement is revised in its entirety to read as follows:

6.7 CONFLICTING PROVISIONS -ATTACHMENTS Any provision contained in any Attachments to this Agreement as amended, which may be in

conflict or inconsistent with any of the provisions in this Amendment, shall be void to the extent of such conflict or inconsistency.

5. Paragraph 6.8, **ENTIRE AGREEMENT FOR PROJECT**, of the Agreement is revised in its entirety to read as follows:

6.8 ENTIRE AGREEMENT FOR PROJECT. This Agreement, as amended, including attachments, constitutes and expresses the entire Agreement between the Parties and supersedes all prior negotiations, representations, or agreements, whether written or oral, with respect to the CIP Support Services for the 2108 CIP defined under this Agreement as amended. This Agreement as amended shall not be amended or modified, except by written amendment, executed by both Parties.

7 **ARTICLE VI. GENERAL PROVISIONS** of the Agreement is amended to include the following new paragraphs 6.9, 6.10, 6.11, 6.12, 6.13:

6.9 TEXAS TORT CLAIMS ACT. The Engineer expressly agrees that, in all things relating to this Agreement as amended, the City is performing a governmental function, as defined by the Texas Tort Claims Act. The Engineer further expressly agrees that every act or omission of the City which, in any way, pertains to or arises out of this Agreement as amended falls within the definition of a governmental function.

6.10 PROHIBITION ON CONTRACTS BOYCOTTING ENERGY COMPANIES. If the Engineer is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, the Engineer verifies that the Engineer does not boycott energy companies during the term of this Agreement, as amended, and will not boycott energy companies during the term of this Agreement as amended. If the Engineer does not make that verification, the Engineer must notify the City and state why the verification is not required.

6.11 FIREARMS. If the Engineer is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, the Engineer verifies that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; and (2) will not discriminate during the term of this Agreement, as amended against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association. If the Engineer does not make that verification, the Engineer must notify the City and state why the verification is not required.

6.12 FOREIGN TERRORIST ORGANIZATIONS. The Engineer represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

6.13 BOYCOTTING OF ISRAEL. If the Engineer is required to make a certification pursuant to Section 2271.001 of the Texas Government Code, the Engineer certifies that the Engineer does not boycott Israel and will not boycott Israel during the term of this Agreement as amended. If the Engineer does not make that certification, the Engineer must notify the City and state why the certification is not required.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

TOWN OF HORIZON CITY:

Ruben Mendoza
Mayor
Dated: _____, 2022

ATTEST:

Elvia Schuller
City Clerk
Dated: _____, 2022

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Sylvia Borunda Firth
Assistant City Attorney

Michelle Garcia, AICP, CNU-A
Planning Director

**ENGINEER:
HUITT-ZOLLARS, INC.**

By: _____

Printed Name: _____

Title: _____

Dated: _____, 2022

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §

§

COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____, day of _____, 2022
by **Ruben Mendoza**, as **Mayor** of the **Town of Horizon City, Texas**.

Notary Public, State of Texas

My commission expires:

THE STATE OF TEXAS §

§

COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____, day of _____, 2022
by _____, as _____ of **Huitt-Zollars, Inc.**

Notary Public, State of Texas

My commission expires:

ATTACHMENT "A-1"
PROJECT PROPOSAL CONTINUED SERVICES:
2018 CIP SUPPORT SERVICES-PROJECT MANAGEMENT
TASK.

Memorandum

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

From: Roxanna Medina, PE
Huitt-Zollars, Inc.
As City Engineer

Subject: Continuation of 2018 CIP Support Services

Date: April 08, 2022

Huitt-Zollars is submitting fee proposal for the Town's consideration for the 2018 CIP Support Services.

Huitt-Zollars will provide the following services for the 2018 CIP Support Services:

- Attend CIP Bi-weekly Coordination Meeting
- Attend Coordination meetings with stakeholders not specifically associated with an identified project.
- Provide research, cost estimates, and engineering support as required.

Deliverables

Deliverables consist of RFQs, review comments, and items as necessary.

Schedule

Upon the Town's authorization to proceed, Huitt-Zollars will perform the tasks as outlined in the Scope of Services. Schedules will be determined as needed for specific tasks.

Compensation

Huitt-Zollars will bill this effort on a time and material basis with a fee of not to exceed **\$45,972**. 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
2018 CIP Engineering Support Services
Additional "General Services"**

PRIME CONSULTANT:
HUITT-ZOLLARS, INC.

April 8, 2022

2018 CIP Engineering Support Services					
1.	DIRECT LABOR	MANHOURS	RATE/HOUR	COST	TOTAL
LABOR: CONSTRUCTION ADMINISTRATION					
	PIC/QC - Isabel Vasquez	38	\$265.00	\$10,070	
	Project Manager-Roxanna Medina, PE	114	\$194.00	\$22,116	
	Project Engineer-Oscar Ortega	32	\$130.00	\$4,160	
	EIT_Luis Valdez	32	\$115.00	\$3,680	
	Project Support - Mercy Kieffe	4	\$90.00	\$360	
	CAD Tech-Josh Klages/John Zavala	32	\$100.00	\$3,200	
	TOTAL MANHOURS	252		Sub-Total	\$ 43,586
2	DIRECT COSTS			COST	
	OUTSIDE PRINT. & REPRO. (RECORD DRAWINGS)			\$500	
	MILEAGE @ \$0.56/MILE: (52 total trips for 2 people; 26 trips for bi-weekly meetings; and up to 24 trips for individual projects)			\$1,886	
	TOTAL DIRECT COSTS				\$2,386
3	SUBTOTAL CONTRACT COST				\$ 45,972
10	TOTAL CONTRACT COST				\$ 45,972

2018 COs Support Services

TOWN OF HORIZON CITY
Fee Proposal

MANHOOR ESTIMATE

04/08/22

Task	Description	QC	Project Manager	Project Engineer	Civil EIT	CAD TECH	ADMIN	Total Hours
		Isabel Vasquez \$ 265.00	Roxanna Medina \$ 194.00	Oscar Ortega \$ 130.00	Luis Valdez \$ 115.00	Josh Klages/John Zavala \$ 100.00	Mercy Kieffe \$ 90.00	
1	Project Management							
	a. Attend COs bi-weekly CIP coordination meetings	26	26					52
	b. Attend coordination meetings with stakeholders not specifically associated with an identified project.	12	48					60
	c. Provide research, cost estimates, and engineering support as required.		40	32	32	32	4	140
	Manhours Total Task 1	38	114	32	32	32	4	252
		\$10,070.00	\$22,116.00	\$4,160.00	\$3,680.00	\$3,200.00	\$360.00	\$ 43,226.00
Sub-to	Fee Totals Task 1	38	114	32	32	32	4	252
	Sub-cost	\$10,070.00	\$22,116.00	\$4,160.00	\$3,680.00	\$3,200.00	\$360.00	\$ 43,586
	Direct Cost							
	Total Cost							\$ 43,586

ORDINANCE NO. _____

BUDGET FOR FISCAL YEAR 2022-0223

**AN ORDINANCE OF THE TOWN OF HORIZON CITY, TEXAS
ENACTING THE MUNICIPAL BUDGET FOR FISCAL YEAR 2022-
2023; FUNDING MUNICIPAL PURPOSES; AUTHORIZING
EXPENDITURES; AND PROVIDING FOR REPEALER AND
SEVERABILITY CLAUSES**

WHEREAS, the City Council of the Town of Horizon City ("City Council") seeks to enact and otherwise approve the Town of Horizon City ("City) budget for Fiscal Year 2022-2023 to cover proposed expenditures for the succeeding fiscal year ;

WHEREAS, the succeeding fiscal year commences October 1, 2022;

WHEREAS, the City Council finds that the proposed budget is for legitimate municipal purposes, and thus is statutorily authorized by Texas Local Government Code Chapter 102 and is further authorized by Sections 5.04 and 5.05 of the Town of Horizon City Charter;

WHEREAS, pursuant to Texas Local Government Code Section 51.00, the City has general authority to adopt an ordinance that is for the good government, peace, or order of the City and is necessary or proper for carrying out a power granted by law to the City;

WHEREAS, pursuant to Texas Local Government Code Chapter 101.002, the City Council may manage and control the finances of the municipality;

WHEREAS, the City Council finds that it is necessary and proper for the good government, peace, or order of the Town of Horizon City to adopt an ordinance establishing a budget for the upcoming fiscal year ;

WHEREAS, the City has satisfied all statutory requirements for public notices and public hearings regarding the attached budget.

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

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. ENACTMENT

A. The Town of Horizon City' s budget for Fiscal Year 2022-2023, is attached hereto as *Attachment " A "* and incorporated into this Ordinance for all intents and purposes.

B. The Street Fund, effective October 1, 2013, and reauthorized on November 7, 2017, and May 2, 2021, is derived from sales tax revenue designated for making repairs and accomplishing maintenance and repair of streets existing within the Town of Horizon City as of November 2, 2010. Such funding shall be allocated and expended as provided by applicable state statutes.

C. The Economic Development Fund, effective October 1, 2013, is derived from sales tax revenue designated for use by the Horizon City Type 4B Economic Development Corporation (“EDC) in accordance with Chapter 505 of the Local Government Code. The Mayor of the City is authorized to transfer funds in the Economic Development Fund to the Horizon City Type 4B Economic Development Corporation for the use by the EDC as necessary and appropriate, or to direct the expenditure of the funds on behalf of the EDC in accordance with directives approved by the EDC Board of Directors.

D. The Mayor is hereby authorized to administratively make all necessary budget and fund transfers in conjunction with reimbursements made to the City by the Horizon City Type 4B Economic Development Corporation for the provision of City services to the EDC.

E. Department heads are hereby authorized to make administrative budget transfers not to exceed ten thousand dollars (\$10,000) each, provided that each transfer is within the same department. Budget transfers for personal services appropriations, capital acquisition appropriations, or impacting revenue accounts require the written approval of the Mayor.

F. The Mayor is authorized to make administrative budget transfers not to exceed twenty-five thousand dollars (\$25,000) each between departments and/or funds, to the extent permitted by law.

G. Budget transfers not exceeding one hundred thousand dollars (\$100,000) each may be authorized by a motion or resolution of the City Council at the same time as, and in conjunction with the approval of any expenditure to include a contract, purchase order or other authorization to procure goods or services; provided that each transfer is within the same department .

H. The Mayor or his designee is hereby authorized to administratively establish budgets for grants and similar awards when the applications or agreements relating to the grant or award have been approved by the City Council.

I. The Mayor is hereby authorized to accept, and appropriate funds associated with donations made to the City in the amount of one thousand dollars (\$1,000) or less; the City Council may by motion or resolution establish budgets for any other donations at the same time and in conjunction with accepting such donations.

J. The Mayor or designee is authorized to continue the Building Services Technology Fund by depositing into a separate fund in the city treasury the technology fee surcharge added to all building permits that are assessed and collected, which fee was authorized by the City Council Resolution on June 12, 2018 to enable the Building Services Department to collect a specified amount for the purpose of maintaining and upgrading their technology for the issues of permits and related building services, administered by or under the direction of the City Council.

3. FILING OF THE BUDGET

The City Clerk shall attach any required cover page to the adopted budget, file the budget in her office, and post a copy of the budget, including the cover page, on the website of the Town of Horizon City. The City Clerk shall post the record vote on the budget on the website until September 15, 2023, or such date as the budget for the next fiscal year has been approved by the City Council.

4. 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.

5. 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.

6. EFFECTIVE DATE

This Ordinance shall be effective upon passage as provided for by law to adopt the budget for the Town of Horizon City for the fiscal year starting October 1, 2022.

7. PROPER NOTICE & MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of the meeting was given as required by the Open Meetings Act, Texas Government Code Chapter 551. Notice was also provided as required by Section 52.011 and Section 102.0065 of the Texas Local Government Code.

PASSED & APPROVED this, the _____ day of September 2022, by a vote of _____ (*ayes*) to _____ (*nays*) to _____ (*abstentions*) of the City Council of Horizon City, Texas. (A record vote, if required, shall be recorded in the minutes of the Town of Horizon City.)

TOWN OF HORIZON CITY

By: _____

Ruben Mendoza, Mayor

ATTEST:

By: _____

Elvia Schuller, City Clerk

APPROVED AS TO FORM:

By: _____

Sylvia Borunda Firth
Assistant City Attorney

Attachment “A”

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

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

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

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

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

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

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

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

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

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

1. APPROVAL OF 2022 TAX RATE AND LEVY

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

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

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

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

AND

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

1. ASSESSMENT AND COLLECTION OF TAXES; PENALTIES AND INTEREST

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

Town of Horizon City

Tax Levy Ordinance

Page 2 of 4

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

2. FINDINGS OF FACT

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

3. SEVERABILITY CLAUSE

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

4. SAVINGS CLAUSE

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

5. PUBLICATION CLAUSE

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

6. EFFECTIVE DATE

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

7. PROPER NOTICE & MEETING

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

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

TOWN OF HORIZON CITY

By: _____

Ruben Mendoza, Mayor

ATTEST:

By: _____

Elvia Schuller, City Clerk

APPROVED AS TO FORM:

By: _____

Sylvia Borunda Firth
Assistant City Attorney



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: September 13, 2023

To: Honorable Mayor and Members of City Council

From: Art Rubio, Planner

SUBJECT: Preliminary and final plat application for Kenazo Estates Unit One (#SUB0022504-2022-2021), a property legally described as being a Portion of Section 31, Block 78, Township 3, Texas and Pacific Railroad Surveys, Town of Horizon City, El Paso County, Texas. Containing 4.944 Acres +/- . Application submitted by Pebble Hills Plaza LTD

On August 15, 2022, Kenazo Estates Unit 1 preliminary and final plat were automatically approved due to a lack of quorum by the P&Z.

The applicant has submitted revised plats which address all staff comments. The drainage ponds information will be provided at the grading phase of development. Staff recommends approval of both preliminary and final plats.

Attached for your review is the consolidated and revised staff reports that were prepared for the Planning and Zoning Commission and the revised plats.



TOWN OF HORIZON CITY
Planning and Zoning Commission Staff Report

Case No.: SUB0022504-2022, *Kenazo Estates Unit 1*

Application Type: Preliminary & Final Subdivision Plat Applications
P&Z Hearing Date: August 15, 2022
Staff Contact: Art Rubio, Planner
 915-852-1046, Ext. 407; arubio@horizoncity.org

Address/Location: East of Kenazo Dr. and north of Glenn Warner Blvd.
Property ID No.: X57800033101100
Legal Description: Portion of Section 31, Block 78, Township 3, Texas and Pacific Railroad Surveys, Town of Horizon City, El Paso County, Texas (4.944 AC)

Property Owner: Pebble Hills Plaza LTD
Representative: Conde, Inc.
Nearest Park: Horizon Mesa
Nearest School: Dessert Hills Elementary & Horizon Middle School (CISD)

SURROUNDING PROPERTIES:

Zoning		Land Use
N	C-1 (Commercial)	Vacant
E	PUD (Planned Unit Development)	Vacant
S	PUD (Planned Unit Development)	School & Commercial Sites
W	C-2 (Commercial) & A-1 (Apartment)	Vacant

LAND USE AND ZONING:

	Existing	Proposed
Land Use	Vacant	Commercial
Zoning	C-2 Commercial	Commercial Development

Application Description:

Preliminary and Final Subdivision:

The applicant is requesting to subdivide the subject property into a commercial subdivision. The proposed subdivision includes one lot for commercial development. Kenazo Estates Unit One is comprised of a lot measuring approximately 4.944 acres. The applicant is proposing to improve an additional section of Glenn Warner Blvd. directly adjacent to the subject property as required.

In accordance with Chapter 212 of the Texas Local Government Code, public notice on preliminary and final subdivisions is not required. In addition, the applicant is not required to erect signs notifying the public of the proposed subdivision on the subject property.

Staff Recommendation:

Staff recommends **APPROVAL** of Kenazo Estates Unit 1, preliminary and final plats as the applications conform with the minimum requirements of Chapter 10 Subdivision Regulation, Section 4. Subdivision Application Procedure and Approval Process, Paragraph 4.2 Preliminary Plat Requirements, Paragraph 4.3 Final Plat Requirements and, Section 5 Subdivision Design Standards, Paragraph 5.2 (Conformance to Major Thoroughfare Plan Required) of the Municipal Code.

Planning Division Comments:

Preliminary Plat:

- ~~1. Label existing and proposed ROWs per design standards manual & Horizon City MTP.~~
- ~~2. Legal description on main Subdivision heading & M&B description do not match. Is the property in whole tract or portions of section, please confirm (see redlines)?~~
- ~~3. Please be aware that KE U 1 has a tax balance and will need to be addressed prior to scheduling for CC agenda.~~

Final Plat:

- ~~1. Legal description on main Subdivision heading & M&B description do not match. Is the property in whole tract or portions of section, please confirm (see redlines)?~~
- ~~2. Please be aware that KE U 1 has a tax balance and will need to be addressed prior to scheduling for CC agenda.~~

Public Works Director Comments:

Preliminary Plat:

7/29/22 Review 1

- ~~1. Add a note at south side of property stating driveways will not be allowed.~~
- ~~2. El Paso County 9-1-1 District approval is required for the addresses.~~
- ~~3. Provide closure for Metes and Bounds.~~
- ~~4. On the notes section, add "Sidewalk will be required along the lot abutting the street Right of Way at the time of construction."~~

Final Plat:

7/29/2022 Review 1

- ~~1. El Paso County 9-1-1 District approval is required for the addresses.~~
 - ~~2. Add a note at south side of property stating driveways will not be allowed.~~
 - ~~3. Add a note stating each lot will need to construct half of Rodman once they come in for the building permit.~~
 - ~~4. Provide closure for Metes and Bounds.~~
 - ~~5. Add a note at south side of property stating driveways will not be allowed since it abuts a private driveway.~~
 - ~~6. On the notes section, add "Sidewalk will be required along the lot abutting the street Right of Way at the time of construction."~~
- ~~NOTE: For comment #4 see Building Regulations Section. 3.06.146.~~

Town Engineer Comments:

Kenazo Estates Unit 1

Summary of Recommended Conditions for Preliminary Plat Approval:

The Town Engineer recommends the following:

1. ~~Match the bearing in metes and bounds to face of plat.~~
2. ~~Location and size of existing utilities shall be shown on preliminary plats. Indicated the location and size. Per Zoning Ordinance Section 4.2.2.5.~~
3. ~~Provide certification that all utilities will be provided to the parcel (i.e. gas, electric, ...).~~
4. ~~Need to complete Note 10 for the coordinate system note. Needs to include the surface scale factor and need to provide location of the benchmark. There is no parenthetical record bearing stated on the plat, provide records bearing or delete this portion of Note 10. **Verify benchmark elevation.**~~

Summary of Recommended Conditions for Final Plat Approval:

The Town Engineer recommends the following:

1. ~~Need to complete Note 10 for the coordinate system note. Needs to include the surface scale factor and need to provide location of the benchmark. There is no parenthetical record bearing stated on the plat, provide records bearing or delete this portion of Note 10. **Verify benchmark elevation.**~~

El Paso 9-1-1 District Comments:

No objections

TxDOT Comments:

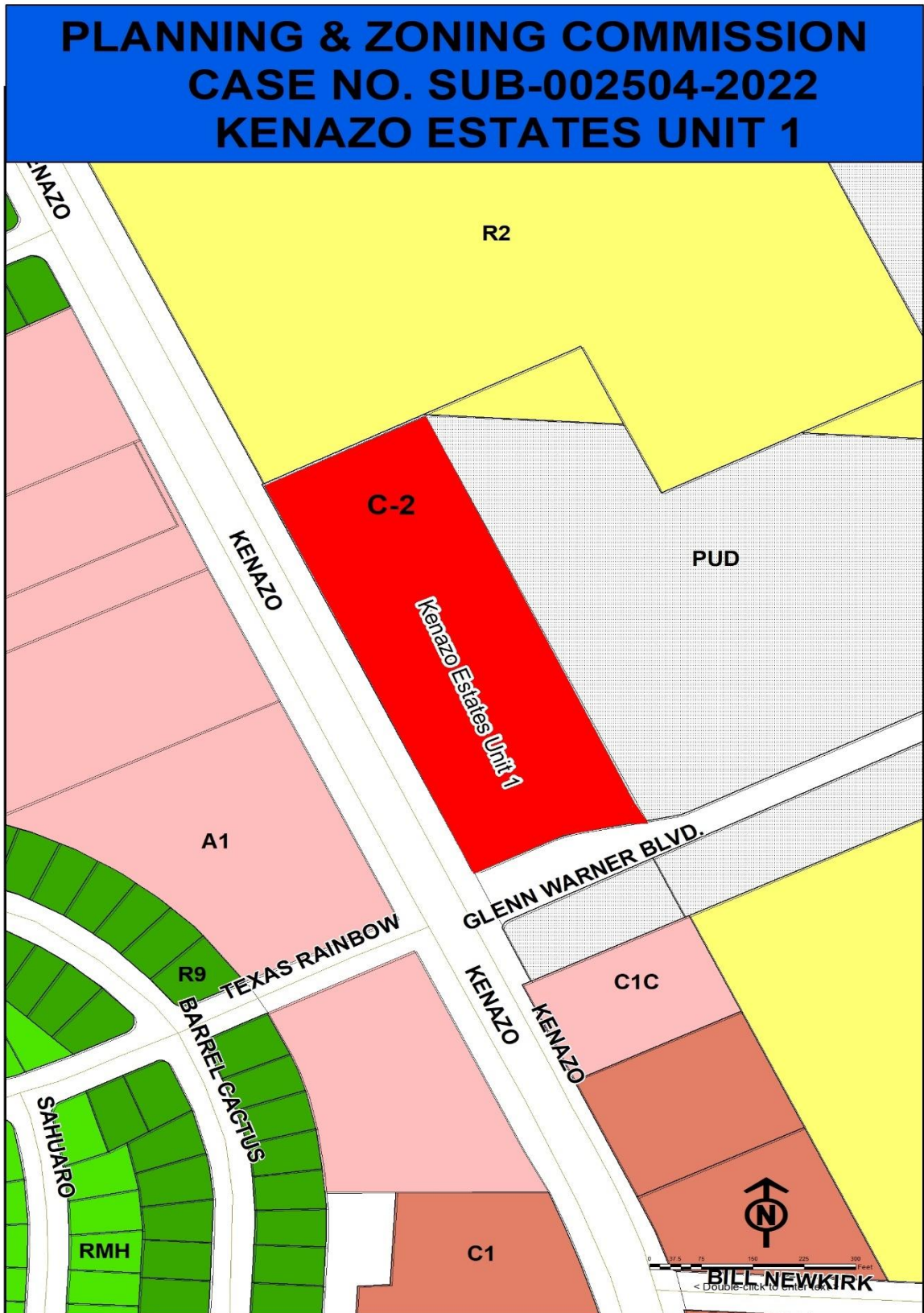
El Paso Central Appraisal District Comments:

No objections

Attachments:

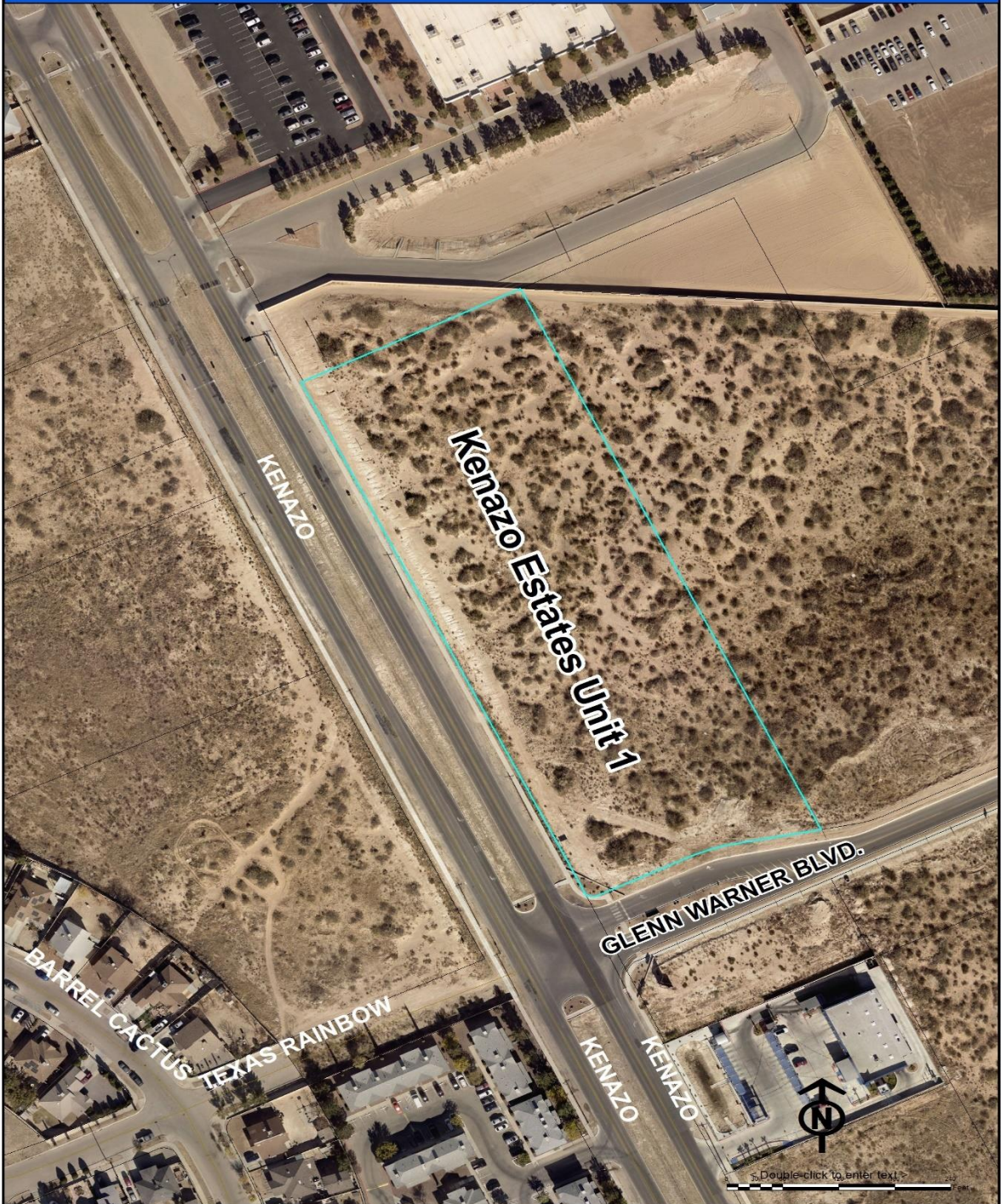
- 1 - Zoning Map
- 2 - Aerial
- 3 - Location Map
- 4 - Preliminary Plat Application
- 5 - Final Plat Application
- 6 - Preliminary Plat
- 7 - Final Plat
- 8 - Street Cross Sections

Attachment 1: Zoning Designation Map

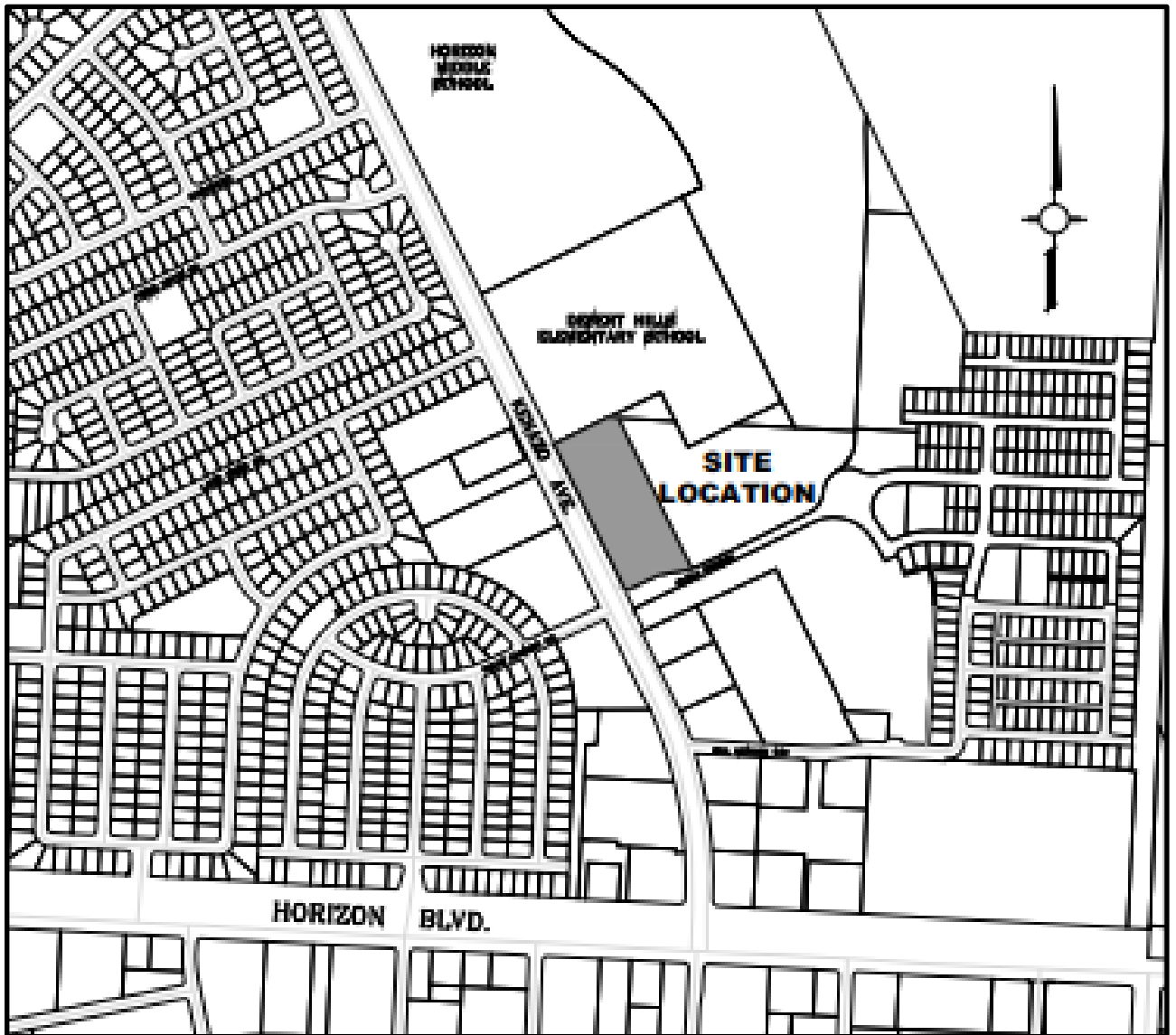


Attachment 1: Aerial Map

**PLANNING & ZONING COMMISSION
CASE NO. SUB-002504-2022
KENAZO ESTATES UNIT 1**



Attachment 3: Location Map



Attachment 4: Preliminary Subdivision Plat Application



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

**MAJOR SUBDIVISION
 PRELIMINARY APPLICATION**

SUBDIVISION PROPOSED NAME: KENAZO ESTATES UNIT ONE SUBMITTAL DATE: November 15, 2021

1. LEGAL DESCRIPTION FOR THE AREA INCLUDED ON THIS PLAT (TRACT, BLOCK, GRANT, etc.)
Being Tract 8, Section 31, Block 78, Township 3, Texas and Pacific Railroad Surveys, Town of Horizon City, El Paso, Texas
2. PROPERTY LAND USES:

	ACRES	SITES		ACRES	SITES
SINGLE-FAMILY	_____	_____	OFFICE	_____	_____
DUPLEX	_____	_____	STREET & ALLEY	_____	_____
APARTMENT	_____	_____	PONDING & DRAINAGE	_____	_____
MOBILE HOME	_____	_____	INSTITUTIONAL	_____	_____
P.U.D.	_____	_____	OTHER	_____	_____
PARK (Min 1 acre)	_____	_____		_____	_____
SCHOOL	_____	_____		_____	_____
COMMERCIAL	<u>4.944</u>	<u>1</u>	TOTAL NO. SITES	<u>1</u>	_____
INDUSTRIAL	_____	_____	TOTAL (GROSS) ACREAGE	<u>4.944</u>	_____
3. WHAT IS THE EXISTING ZONING OF THE PROPERTY DESCRIBED ABOVE? N/A PROPOSED ZONING N/A
4. WILL THE RESIDENTIAL SITES, AS PROPOSED, PERMIT DEVELOPMENT IN FULL COMPLIANCE WITH ALL ZONING REQUIREMENTS OF THE EXISTING RESIDENTIAL ZONE(S)? YES NO N/A
5. WHAT TYPE OF UTILITY EASEMENTS ARE PROPOSED? UNDERGROUND OVERHEAD COMBINATION
6. WHAT TYPE OF DRAINAGE IS PROPOSED? (IF APPLICABLE LIST MORE THAN ONE) Lot to street to drainage structures
7. IF SINGLE-FAMILY OR DUPLEX DEVELOPMENT IS PROPOSED: AVERAGE FLOOR AREA OF HOUSES _____
8. ARE SPECIAL IMPROVEMENTS PROPOSED IN CONNECTION WITH THE DEVELOPMENT? YES NO
9. IS A MODIFICATION OF ANY PORTION OF THE SUBDIVISION ORDINANCE PROPOSED? YES NO
- IF ANSWER IS "YES", PLEASE EXPLAIN THE NATURE OF THE MODIFICATION _____
10. WHAT TYPE OF LANDSCAPING IS PROPOSED? PARKWAY MEDIANS OTHER
11. REMARKS AND/OR EXPLANATION OF SPECIAL CIRCUMSTANCES: _____
12. WILL PLAT BE RECORDED PRIOR TO SUBDIVISION IMPROVEMENTS BEING COMPLETED & APPROVED? YES NO N/A INITIALS CC
 IF YES, submit REQUIRED GUARANTEE (SECTION 4.10.3 & 8.1.7, Municode Chapter 10) OR Improvement Cost Estimates & Construction Agreement
13. WILL ANY RESTRICTIONS AND COVENANTS BE RECORDED WITH PLAT? YES NO INITIALS CC IF YES, PLEASE SUBMIT COPY.
14. OWNER OF RECORD Pebble Hills Plaza, LTD 420 Montana Ave. El Paso, TX 79902
 (NAME & ADDRESS) (EMAIL) (PHONE)
15. DEVELOPER Pebble Hills Plaza, LTD 420 Montana Ave. El Paso, TX 79902
 (NAME & ADDRESS) (EMAIL) (PHONE)
16. ENGINEER Conde, Inc. 6080 Surety Dr., Ste. 100 El Paso, TX 79905 cconde@condeinc.com 915-592-0283
 (NAME & ADDRESS) (EMAIL) (PHONE)
17. APPLICANT Pebble Hills Plaza, LTD 420 Montana Ave. El Paso, TX 79902
 (NAME & ADDRESS) (EMAIL) (PHONE)
18. REP/POINT OF CONTACT Conrad Conde 6080 Surety Dr., Ste. 100 El Paso, TX 79905 cconde@condeinc.com -592-0283
 (NAME & ADDRESS) (EMAIL) (PHONE)

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

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

Attachment 5: Final Subdivision Plat Application



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

**MAJOR SUBDIVISION
 FINAL PLAT APPLICATION**

SUBDIVISION PROPOSED NAME: KENAZO ESTATES UNIT ONE SUBMITTAL DATE: July 13, 2022

1. LEGAL DESCRIPTION FOR THE AREA INCLUDED ON THIS PLAT (TRACT, BLOCK, GRANT, etc.)
Being Tract 8, Section 31, Block 78, Township 3, Texas and Pacific Railroad Surveys, Town of Horizon City, El Paso County, Texas

2. PROPERTY LAND USES:

	ACRES	SITES		ACRES	SITES
SINGLE-FAMILY	_____	_____	OFFICE	_____	_____
DUPLEX	_____	_____	STREET & ALLEY	_____	_____
APARTMENT	_____	_____	PONDING & DRAINAGE	_____	_____
MOBILE HOME	_____	_____	INSTITUTIONAL	_____	_____
P.U.D.	_____	_____	OTHER	_____	_____
PARK (Min 1 Acre)	_____	_____		_____	_____
SCHOOL	_____	_____		_____	_____
COMMERCIAL	<u>4.944</u>	<u>1</u>	TOTAL NO. SITES	_____	<u>1</u>
INDUSTRIAL	_____	_____	TOTAL (GROSS) ACREAGE	<u>4.944</u>	_____

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

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

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

6. WHAT TYPE OF DRAINAGE IS PROPOSED? (IF APPLICABLE LIST MORE THAN ONE) Lot to street to drainage structures

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

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

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

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

11. REMARKS AND/OR EXPLANATION OF SPECIAL CIRCUMSTANCES: _____

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

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

14. OWNER OF RECORD Pebble Hills Plaza, LTD 420 Montana Ave., El Paso, TX 79902.
(NAME & ADDRESS) (EMAIL) (PHONE)

15. DEVELOPER Pebble Hills Plaza, LTD 420 Montana Ave., El Paso, TX 79902.
(NAME & ADDRESS) (EMAIL) (PHONE)

16. ENGINEER Conde, Inc. 6080 Surety Dr., Ste. 100 El Paso, TX 79905 cconde@condeinc.com 915-592-0283
(NAME & ADDRESS) (EMAIL) (PHONE)

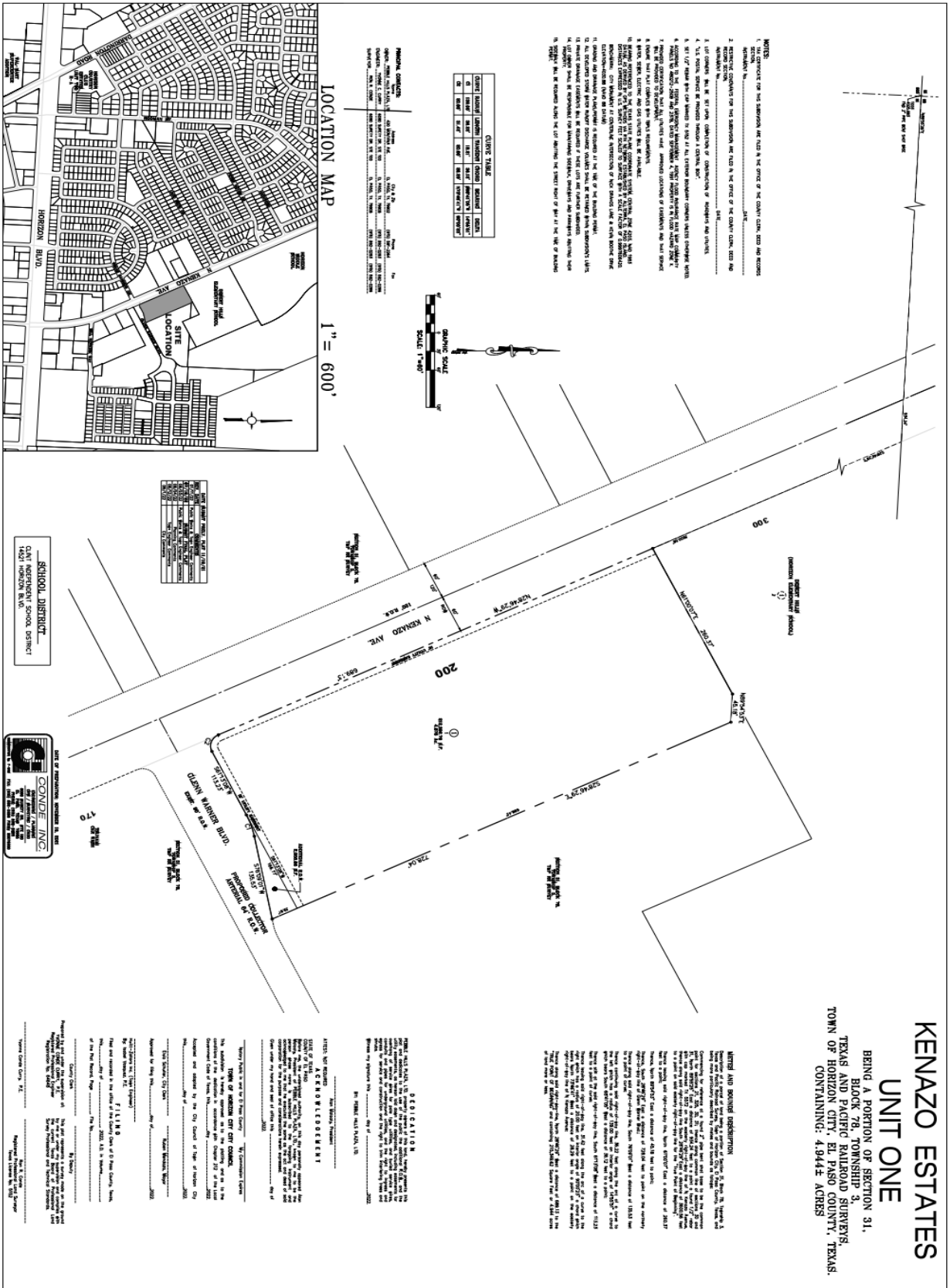
17. APPLICANT Pebble Hills Plaza, LTD 420 Montana Ave., El Paso, TX 79902.
(NAME & ADDRESS) (EMAIL) (PHONE)

18. REP/POINT OF CONTACT Conrad Conde 6080 Surety Dr., Ste. 100 El Paso, TX 79905 cconde@condeinc.com 592-0283
(NAME & ADDRESS) (EMAIL) (PHONE)

NOTE: Applicant is responsible for all expenses incurred by the City in connection with the Final plat approval request, including but not limited to attorney's fees, engineering fees and publication. Charges exceeding deposit will be invoiced separately. Initials ds
 Applicant Signature [Signature] EMAIL amalody@amberlee.org

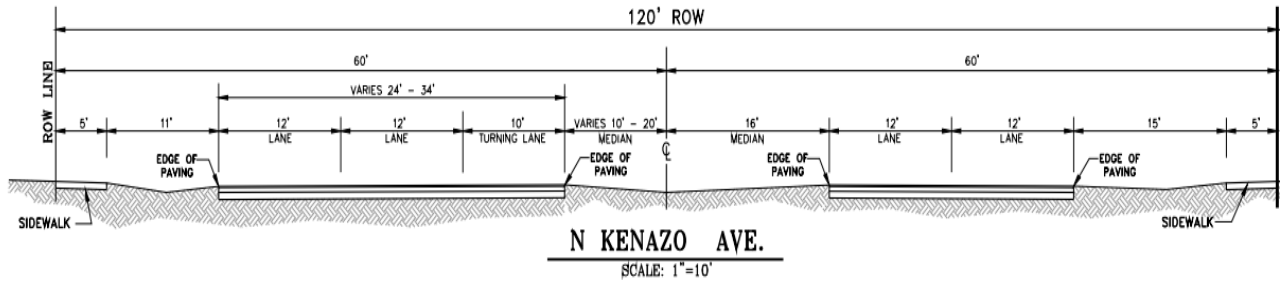
APPLICATION MUST BE COMPLETE & VALIDATED PRIOR TO SUBDIVISION PROCESSING
 Acceptance of fee does not grant acceptance of application.
 Non Refundable Deposit \$500.00 | Application Fee: \$150

Attachment 7: Final Subdivision Plat

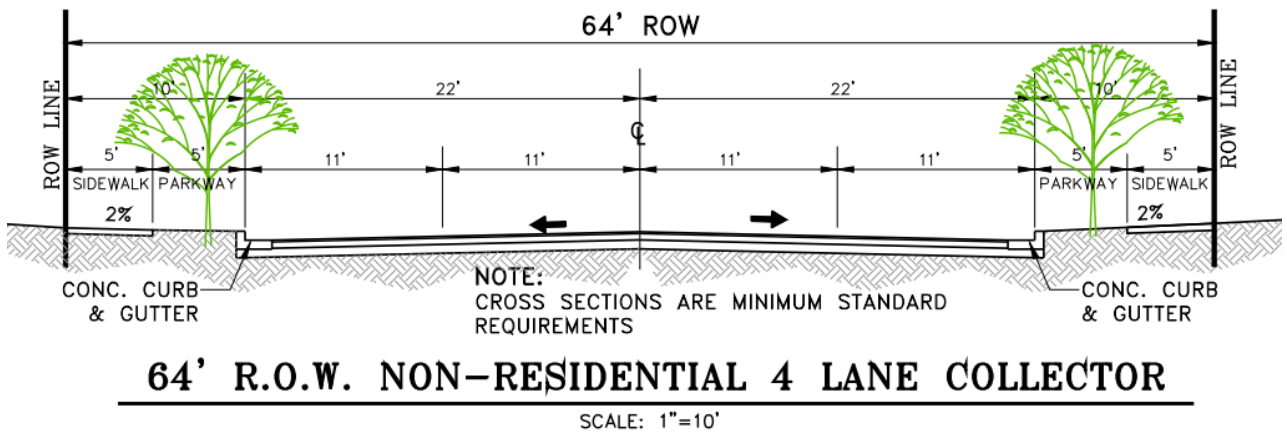


Attachment 8: Street Cross Sections

Existing 120' ft. ROW



Proposed 64' ROW





**TOWN OF HORIZON CITY
MEMORANDUM**

Date: September 13, 2023

To: Honorable Mayor and Members of City Council

From: Art Rubio, Planner

SUBJECT: Preliminary and final plat application for Kenazo Estates Unit Two (#SUB002506-2022), a property legally described as being a Portion of Section 31, Block 78, Township 3, Texas and Pacific Railroad Surveys, Town of Horizon City, El Paso County, Texas. Containing 8.695 Acres +/- . Application submitted by Pebble Hills Plaza LTD

On August 15, 2022, Kenazo Estates Unit 2 preliminary and final plat were automatically approved due to a lack of quorum by the P&Z.

The applicant has submitted revised plats which address all staff comments. The drainage ponds information will be provided at the grading phase of development. Staff recommends approval of both preliminary and final plats.

Attached for your review is the consolidated and revised staff reports that were prepared for the Planning and Zoning Commission and the revised plats.



TOWN OF HORIZON CITY
Planning and Zoning Commission Staff Report

Case No.: SUB002506-2022, Kenazo Estates Unit 2

Application Type: Preliminary & Final Subdivision Application

P&Z Hearing Date: August 15, 2022

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

Address/Location: East of Kenazo Ave.

Legal Description: Portion of Section 31, Block 78, Township 3, Texas and Pacific Railroad Surveys, Town of Horizon City, El Paso County, Texas (8.695 AC)

Property Owner: Pebble Hills Plaza LTD

Representative: Conde, Inc.

Nearest Park: Horizon Mesa

Nearest School: Dessert Hills Elementary & Horizon Middle School (CISD)

SURROUNDING PROPERTIES:

	Zoning	Land Use
N	C-1 (Commercial)	Vacant
E	PUD (Planned Unit Development)	Vacant
S	PUD (Planned Unit Development)	School & Commercial Sites
W	C-2 (Commercial) & A-1 (Apartment)	Vacant

LAND USE AND ZONING:

	Existing	Proposed
Land Use	Vacant	Commercial
Zoning	C-2 Commercial	Commercial Development

Application Description:

Preliminary & Final Subdivision:

The applicant is requesting to subdivide one 8.695-acre lot for commercial development. The proposed subdivision includes one a preliminary and final plat request. The applicant is proposing a 64' Row to the south of the property.

In accordance with Section 212 of the Texas Local Government Code, notices of the August 15, 2022, public hearing for the preliminary and final plat request are not required. The applicant is not required to erect signs notifying the public of the proposed subdivision. public hearing.

Staff Recommendation:

Staff recommends **APPROVAL** of Kenazo Estates Unit 2, preliminary and final plats as the applications conform with the minimum requirements of Chapter 10 Subdivision Regulation, Section 4. Subdivision Application Procedure and Approval Process,

Paragraph 4.2 Preliminary Plat Requirements, Paragraph 4.3 Final Plat Requirements and, Section 5 Subdivision Design Standards, Paragraph 5.2 (Conformance to Major Thoroughfare Plan Required) of the Horizon City Municipal Code.

Planning Division Comments:

Preliminary Plat:

- ~~1. Label existing and proposed ROWs per design standards manual & Horizon City MTP.~~
- ~~2. Legal description on main Subdivision heading & M&B description do not match. Is the property in whole tract or portions of section, please confirm (see redlines)?~~
- ~~3. Property is composed of two individual lots not contiguous as depicted in the submitted preliminary and final plat. Tax certificate will be required for the smaller lot and preliminary plat will need to be corrected to depict that.~~

Final Plat:

- ~~1. Legal description on main Subdivision heading & M&B description do not match. Is the property in whole tract or portions of section, please confirm (see redlines)?~~
- ~~2. Property is composed of two individual lots not contiguous as depicted in the submitted preliminary and final plat. Tax certificate will be required for the smaller lot.~~

Public Works Director Comments:

KENAZO ESTATES U-2 (Preliminary plat)

7/29/2022 Review 4

- ~~1. Show location of water courses, ravines, present structures, and other features pertinent to subdivision. Provide the total flow for that specific watershed area. The parcel will need to have a pond. Provide pond capacity calculations.~~
- ~~2. Show the Benchmark (from note #10) in the plan.~~
- ~~3. El Paso County 9-1-1 District approval is required for the addresses.~~
- ~~4. Identify the street/driveway entrance at the south side of parcel.~~
- ~~5. Change school district to Clint Independent School District.~~
- ~~6. Provide utility easements for the parcel at the front and/or south side.~~
- ~~7. Add a note at south side of property stating driveways will not be allowed.~~
- ~~8. New Comment: Rodman is misspelled.~~
- ~~9. New Comment: Provide lot numbers and block numbers for the two parcels.~~
- ~~10. New Comment: Add a note stating each lot will need to construct half of Rodman once they come in for the building permit.~~
- ~~11. New Comment: Need clarification on Donatello Dr. as it is not a city-maintained street~~

KENAZO ESTATES U-2 (Final plat)

8/8/2022 Review 2

- ~~1. El Paso County 9-1-1 District approval is required for the addresses.~~
- ~~2. Add a note at south side of property stating driveways will not be allowed.~~
- ~~3. Add a note stating each lot will need to construct half of Rodman once they come in for the building permit.~~
- ~~4. Provide closure for Metes and Bounds.~~
- ~~5. Add a note at south side of property stating driveways will not be allowed since it abuts a private driveway. SOUTH OF BLOCK 2 LOT 1.~~
- ~~6. On the notes section, add "Sidewalk will be required along the lot abutting the street Right of Way at the time of construction."~~

~~NOTE: For comment #4 see Building Regulations Section. 3.06.146~~

Town Engineer Comments:

Kenazo Estates Unit 2

Summary of Recommended Conditions for Preliminary Plat Approval:

The Town Engineer recommends the following:

- ~~1. Location and size of existing utilities shall be shown on preliminary plats. Indicated the location and size. Per Zoning Ordinance Section 4.2.2.5.~~
- ~~2. Need to complete Note 10 for the coordinate system note. Needs to include the surface scale factor and need to provide location of the benchmark. There is no parenthetical record bearing stated on the plat, provide records bearing or delete this portion of Note 10. *Verify benchmark elevation.*~~
3. Need to provide acreage for this portion of Rodman St.

Summary of Recommended Conditions for Final Plat Approval:

The Town Engineer recommends the following:

- ~~1. Need to complete Note 10 for the coordinate system note. Needs to include the surface scale factor and need to provide location of the benchmark. There is no parenthetical record bearing stated on the plat, provide records bearing or delete this portion of Note 10. *Verify benchmark elevation.*~~
- ~~2. Need to provide acreage for this portion of Rodman St.~~

El Paso 9-1-1 District Comments:

No objections

TxDOT Comments:

TxDOT has no comments since proposed units are not abutting TxDOT right of way.

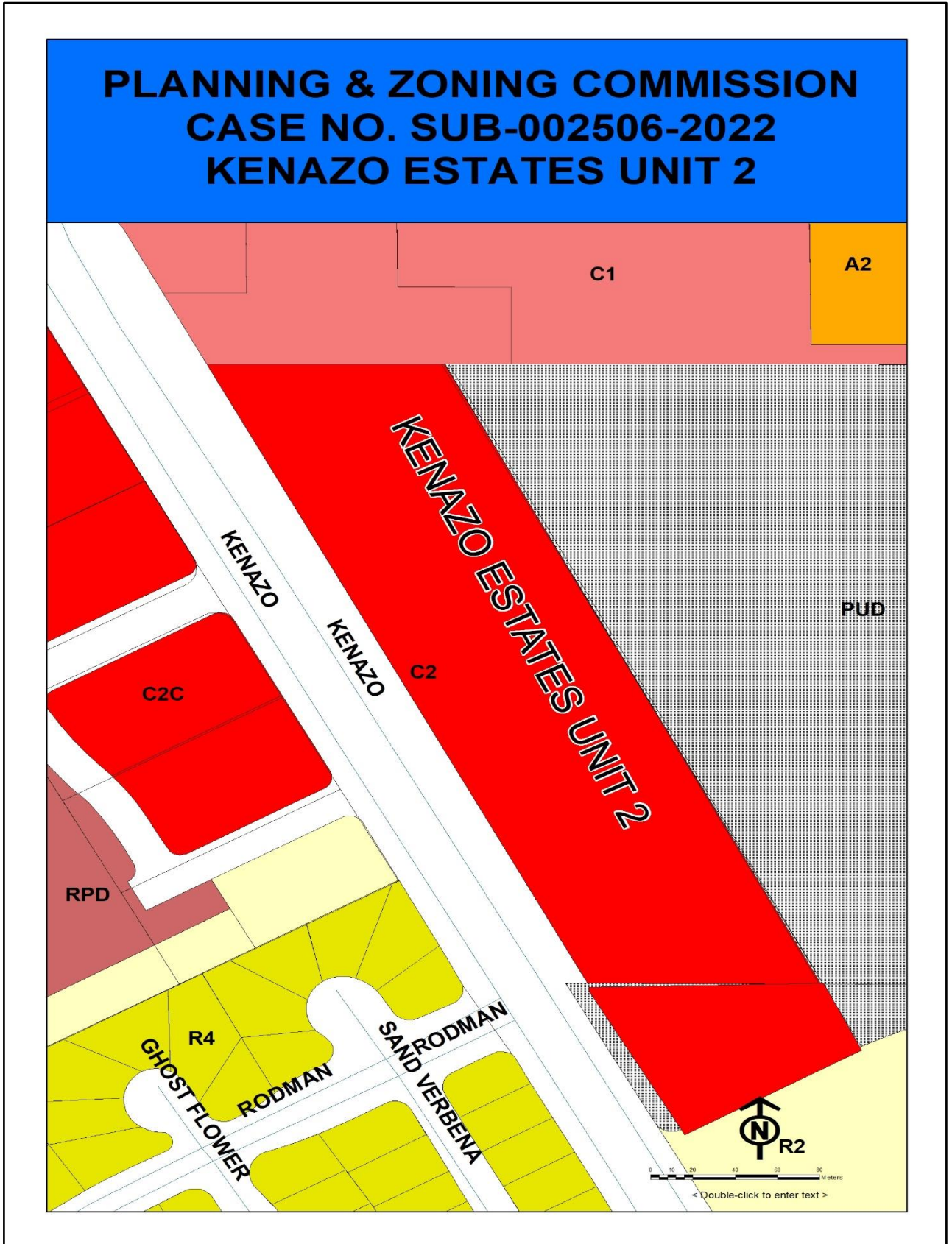
El Paso Central Appraisal District Comments:

No objections

Attachments:

- 1 - Zoning Designation Map
- 2 - Aerial
- 3 - Location Map
- 4 - Preliminary Subdivision Plat Application
- 5 - Final Subdivision Plat Application
- 6 - Preliminary Plat
- 7 - Final Plat
- 8 - Street Cross Sections

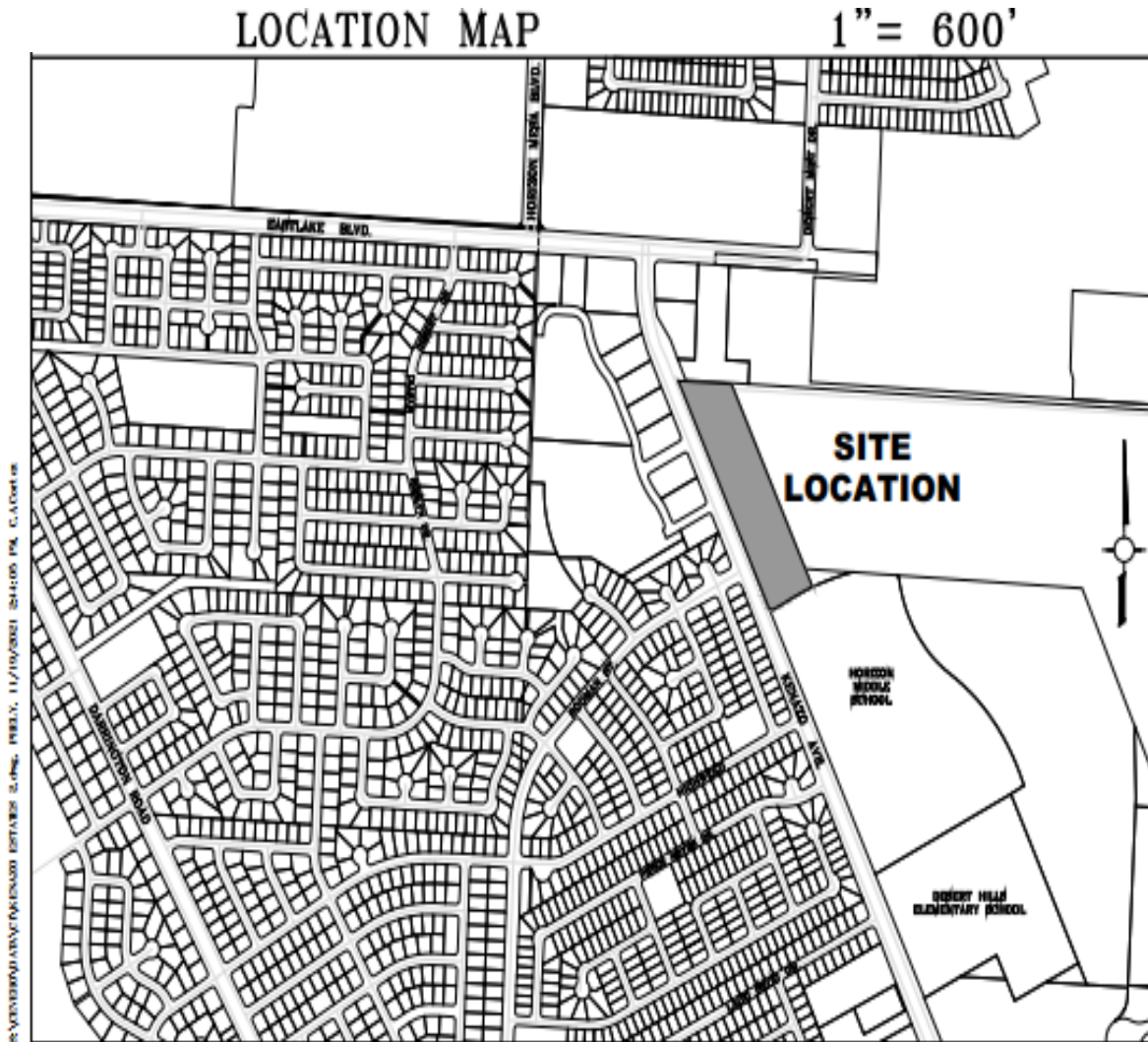
Attachment 1: Zoning Designation Map



**PLANNING & ZONING COMMISSION
CASE NO. SUB-002506-2022
KENAZO ESTATES UNIT 2**



Attachment 3: Location Map



Attachment 4: Preliminary Subdivision Plat Application



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

MAJOR SUBDIVISION PRELIMINARY APPLICATION

SUBDIVISION PROPOSED NAME: KENAZO ESTATES UNIT TWO SUBMITTAL DATE: November 15, 2021

1. LEGAL DESCRIPTION FOR THE AREA INCLUDED ON THIS PLAT (TRACT, BLOCK, GRANT, etc.)
Being Tract 9, Section 31, Block 78, Township 3, Texas and Pacific Railroad Surveys, Town of Horizon City, El Paso, Texas

2. PROPERTY LAND USES:

	ACRES	SITES		ACRES	SITES
SINGLE-FAMILY	_____	_____	OFFICE	_____	_____
DUPLEX	_____	_____	STREET & ALLEY	_____	_____
APARTMENT	_____	_____	PONDING & DRAINAGE	_____	_____
MOBILE HOME	_____	_____	INSTITUTIONAL	_____	_____
P.U.D.	_____	_____	OTHER	_____	_____
PARK (Min 1 acre)	_____	_____		_____	_____
SCHOOL	_____	_____		_____	_____
COMMERCIAL	<u>8.695</u>	<u>1</u>	TOTAL NO. SITES	<u>1</u>	_____
INDUSTRIAL	_____	_____	TOTAL (GROSS) ACREAGE	<u>8.695</u>	_____

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

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

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

6. WHAT TYPE OF DRAINAGE IS PROPOSED? (IF APPLICABLE LIST MORE THAN ONE) Lot to street to drainage structures

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

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

9. IS A MODIFICATION OF ANY PORTION OF THE SUBDIVISION ORDINANCE PROPOSED? YES NO

IF ANSWER IS "YES", PLEASE EXPLAIN THE NATURE OF THE MODIFICATION _____

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

11. REMARKS AND/OR EXPLANATION OF SPECIAL CIRCUMSTANCES: _____

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

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

14. OWNER OF RECORD Pebble Hills Plaza, LTD 420 Montana Ave. El Paso, TX 79902
(NAME & ADDRESS) (EMAIL) (PHONE)

15. DEVELOPER Pebble Hills Plaza, LTD 420 Montana Ave. El Paso, TX 79902
(NAME & ADDRESS) (EMAIL) (PHONE)

16. ENGINEER Conde, Inc. 6080 Surety Dr., Ste. 100 El Paso, TX 79905 cconde@condeinc.com 915-592-0283
(NAME & ADDRESS) (EMAIL) (PHONE)

17. APPLICANT Pebble Hills Plaza, LTD 420 Montana Ave. El Paso, TX 79902
(NAME & ADDRESS) (EMAIL) (PHONE)

18. REP/POINT OF CONTACT Conrad Conde 6080 Surety Dr., Ste. 100 El Paso, TX 79905 cconde@condeinc.com -592-0283
(NAME & ADDRESS) (EMAIL) (PHONE)

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

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

Attachment 5: Final Subdivision Plat Application



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

**MAJOR SUBDIVISION
 FINAL PLAT APPLICATION**

SUBDIVISION PROPOSED NAME: KENAZO ESTATES UNIT TWO SUBMITTAL DATE: July 13, 2022

1. LEGAL DESCRIPTION FOR THE AREA INCLUDED ON THIS PLAT (TRACT, BLOCK, GRANT, etc.)
Being Tract 9, Section 31, Block 78, Township 3, Texas and Pacific Railroad Surveys, Town of Horizon City, El Paso County, Texas

2. PROPERTY LAND USES:

	ACRES	SITES		ACRES	SITES
SINGLE-FAMILY	_____	_____	OFFICE	_____	_____
DUPLEX	_____	_____	STREET & ALLEY	_____	_____
APARTMENT	_____	_____	PONDING & DRAINAGE	_____	_____
MOBILE HOME	_____	_____	INSTITUTIONAL	_____	_____
P.U.D	_____	_____	OTHER	_____	_____
PARK (Min 1 Acre)	_____	_____		_____	_____
SCHOOL	_____	_____		_____	_____
COMMERCIAL	<u>8.695</u>	<u>1</u>	TOTAL NO. SITES	_____	<u>1</u>
INDUSTRIAL	_____	_____	TOTAL (GROSS) ACREAGE	<u>8.695</u>	_____

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

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

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

6. WHAT TYPE OF DRAINAGE IS PROPOSED? (IF APPLICABLE LIST MORE THAN ONE) Lot to street to drainage structures

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

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

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

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

11. REMARKS AND/OR EXPLANATION OF SPECIAL CIRCUMSTANCES: _____

12. WILL PLAT BE RECORDED PRIOR TO SUBDIVISION IMPROVEMENTS BEING COMPLETED & APPROVED? YES NO N/A INITIALS AC
 IF YES, submit REQUIRED GUARANTEE (SECTION 4 10.3 & 8.1.7, Municode Chapter 10) OR Improvement Cost Estimates & Construction Agreement

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

14. OWNER OF RECORD Pebble Hills Plaza, LTD 420 Montana Ave. El Paso, TX 79905
(NAME & ADDRESS) (EMAIL) (PHONE)

15. DEVELOPER Pebble Hills Plaza, LTD 420 Montana Ave. El Paso, TX 79905
(NAME & ADDRESS) (EMAIL) (PHONE)

16. ENGINEER Conde, Inc. 6080 Surety Dr., Ste. 100 El Paso, TX 79905 cconde@ccondeinc.com 915-592-0283
(NAME & ADDRESS) (EMAIL) (PHONE)

17. APPLICANT Pebble Hills Plaza, LTD 420 Montana Ave. El Paso, TX 79905
(NAME & ADDRESS) (EMAIL) (PHONE)

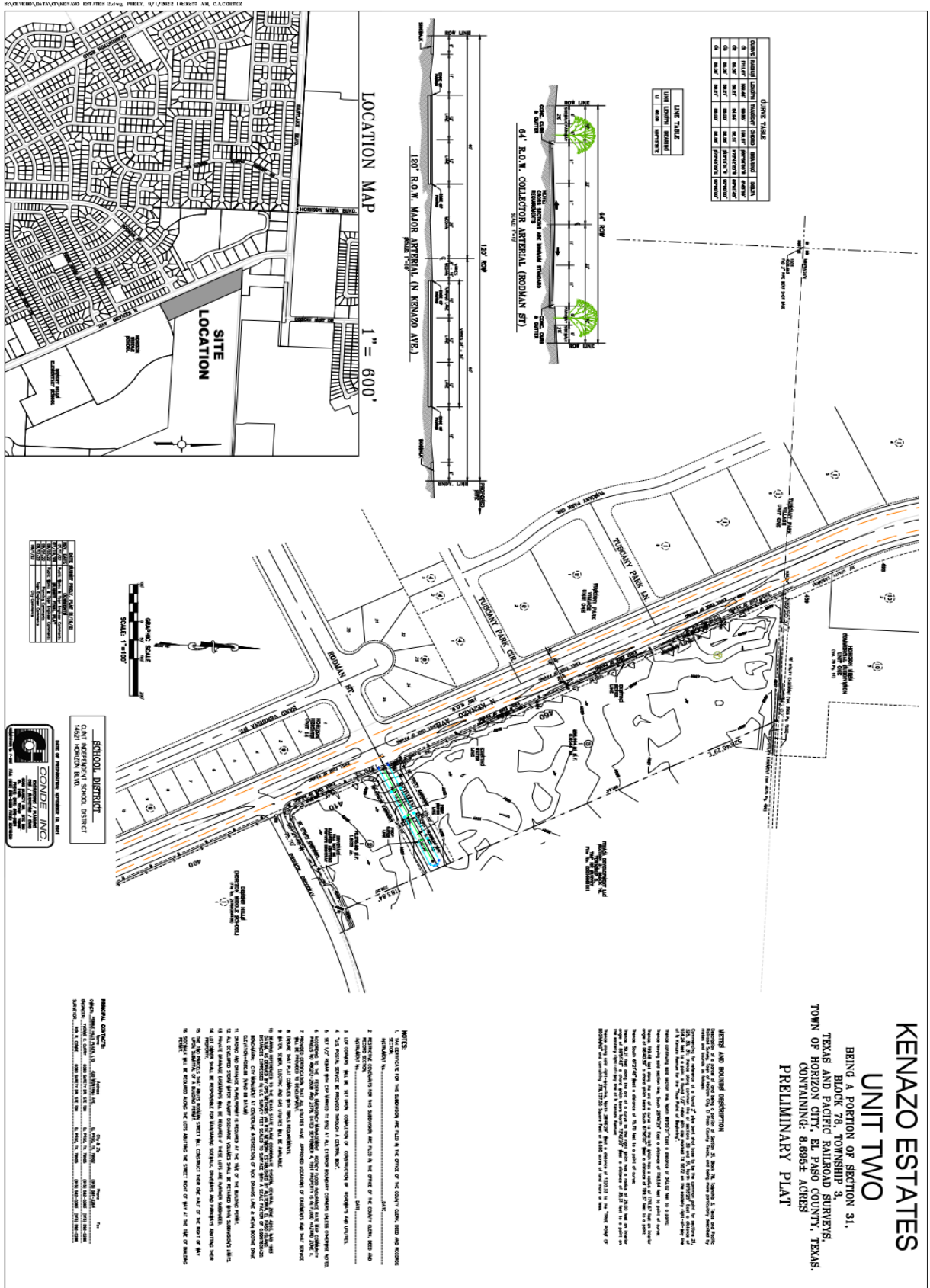
18. REP/POINT OF CONTACT Conrad Conde 6080 Surety Dr., Ste. 100 El Paso, TX 79905 cconde@ccondeinc.com 592-0283
(NAME & ADDRESS) (EMAIL) (PHONE)

NOTE: Applicant is responsible for all expenses incurred by the City in connection with the Final plat approval request, including but not limited to attorney's fees, engineering fees, and publication. Charges exceeding deposit will be invoiced separately. Initials AC

Applicant Signature [Signature] EMAIL amalody@amberlee.org

APPLICATION MUST BE COMPLETE & VALIDATED PRIOR TO SUBDIVISION PROCESSING
 Acceptance of fee does not grant acceptance of application.
 Non Refundable Deposit \$500.00 | Application Fee: \$150

Attachment 6: Preliminary Subdivision Plat



CONCRETE DRIVE TABLE

DRIVE NO.	DRIVE LENGTH (FEET)	DRIVE WIDTH (FEET)	DRIVE AREA (SQ. FEET)
1	100	10	1,000
2	100	10	1,000
3	100	10	1,000
4	100	10	1,000
5	100	10	1,000
6	100	10	1,000
7	100	10	1,000
8	100	10	1,000
9	100	10	1,000
10	100	10	1,000
11	100	10	1,000
12	100	10	1,000
13	100	10	1,000
14	100	10	1,000
15	100	10	1,000
16	100	10	1,000
17	100	10	1,000
18	100	10	1,000
19	100	10	1,000
20	100	10	1,000
21	100	10	1,000
22	100	10	1,000
23	100	10	1,000
24	100	10	1,000
25	100	10	1,000
26	100	10	1,000
27	100	10	1,000
28	100	10	1,000
29	100	10	1,000
30	100	10	1,000
31	100	10	1,000
32	100	10	1,000
33	100	10	1,000
34	100	10	1,000
35	100	10	1,000
36	100	10	1,000
37	100	10	1,000
38	100	10	1,000
39	100	10	1,000
40	100	10	1,000
41	100	10	1,000
42	100	10	1,000
43	100	10	1,000
44	100	10	1,000
45	100	10	1,000
46	100	10	1,000
47	100	10	1,000
48	100	10	1,000
49	100	10	1,000
50	100	10	1,000

LINE TABLE

LINE NO.	LINE LENGTH (FEET)	LINE WIDTH (FEET)	LINE AREA (SQ. FEET)
1	100	10	1,000
2	100	10	1,000
3	100	10	1,000
4	100	10	1,000
5	100	10	1,000
6	100	10	1,000
7	100	10	1,000
8	100	10	1,000
9	100	10	1,000
10	100	10	1,000
11	100	10	1,000
12	100	10	1,000
13	100	10	1,000
14	100	10	1,000
15	100	10	1,000
16	100	10	1,000
17	100	10	1,000
18	100	10	1,000
19	100	10	1,000
20	100	10	1,000
21	100	10	1,000
22	100	10	1,000
23	100	10	1,000
24	100	10	1,000
25	100	10	1,000
26	100	10	1,000
27	100	10	1,000
28	100	10	1,000
29	100	10	1,000
30	100	10	1,000
31	100	10	1,000
32	100	10	1,000
33	100	10	1,000
34	100	10	1,000
35	100	10	1,000
36	100	10	1,000
37	100	10	1,000
38	100	10	1,000
39	100	10	1,000
40	100	10	1,000
41	100	10	1,000
42	100	10	1,000
43	100	10	1,000
44	100	10	1,000
45	100	10	1,000
46	100	10	1,000
47	100	10	1,000
48	100	10	1,000
49	100	10	1,000
50	100	10	1,000

KENAZO ESTATES
UNIT TWO
 BEING A PORTION OF SECTION 31,
 BLOCK 78, TOWNSHIP 3,
 TEXAS AND PACIFIC RAILROAD SURVEYS,
 TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS,
 CONTAINING: 8.696± ACRES
PRELIMINARY PLAT

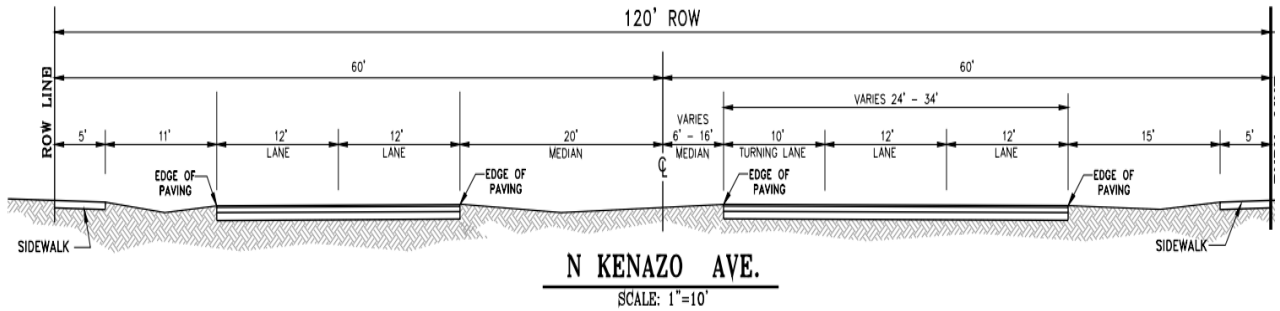
NOTES AND BOUNDARY DESCRIPTION
 1. THE SURVEY WAS MADE BY THE COUNTY CLERK, AND THE BOUNDARY DESCRIPTION IS AS SHOWN ON THE PLAT.
 2. THE SURVEY WAS MADE BY THE COUNTY CLERK, AND THE BOUNDARY DESCRIPTION IS AS SHOWN ON THE PLAT.
 3. THE SURVEY WAS MADE BY THE COUNTY CLERK, AND THE BOUNDARY DESCRIPTION IS AS SHOWN ON THE PLAT.
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 14. THE SURVEY WAS MADE BY THE COUNTY CLERK, AND THE BOUNDARY DESCRIPTION IS AS SHOWN ON THE PLAT.
 15. THE SURVEY WAS MADE BY THE COUNTY CLERK, AND THE BOUNDARY DESCRIPTION IS AS SHOWN ON THE PLAT.

GENERAL CONDITIONS
 1. THE SUBDIVISION IS SUBJECT TO ALL APPLICABLE ZONING ORDINANCES AND REGULATIONS.
 2. THE SUBDIVISION IS SUBJECT TO ALL APPLICABLE UTILITY REGULATIONS AND REQUIREMENTS.
 3. THE SUBDIVISION IS SUBJECT TO ALL APPLICABLE ENVIRONMENTAL REGULATIONS AND REQUIREMENTS.
 4. THE SUBDIVISION IS SUBJECT TO ALL APPLICABLE CONSTRUCTION REGULATIONS AND REQUIREMENTS.
 5. THE SUBDIVISION IS SUBJECT TO ALL APPLICABLE MAINTENANCE REGULATIONS AND REQUIREMENTS.
 6. THE SUBDIVISION IS SUBJECT TO ALL APPLICABLE SAFETY REGULATIONS AND REQUIREMENTS.
 7. THE SUBDIVISION IS SUBJECT TO ALL APPLICABLE ACCESSIBILITY REGULATIONS AND REQUIREMENTS.
 8. THE SUBDIVISION IS SUBJECT TO ALL APPLICABLE ENERGY REGULATIONS AND REQUIREMENTS.
 9. THE SUBDIVISION IS SUBJECT TO ALL APPLICABLE WATER REGULATIONS AND REQUIREMENTS.
 10. THE SUBDIVISION IS SUBJECT TO ALL APPLICABLE WASTE REGULATIONS AND REQUIREMENTS.
 11. THE SUBDIVISION IS SUBJECT TO ALL APPLICABLE AIR REGULATIONS AND REQUIREMENTS.
 12. THE SUBDIVISION IS SUBJECT TO ALL APPLICABLE SOIL REGULATIONS AND REQUIREMENTS.
 13. THE SUBDIVISION IS SUBJECT TO ALL APPLICABLE CLIMATE REGULATIONS AND REQUIREMENTS.
 14. THE SUBDIVISION IS SUBJECT TO ALL APPLICABLE TRANSPORTATION REGULATIONS AND REQUIREMENTS.
 15. THE SUBDIVISION IS SUBJECT TO ALL APPLICABLE COMMUNITY REGULATIONS AND REQUIREMENTS.

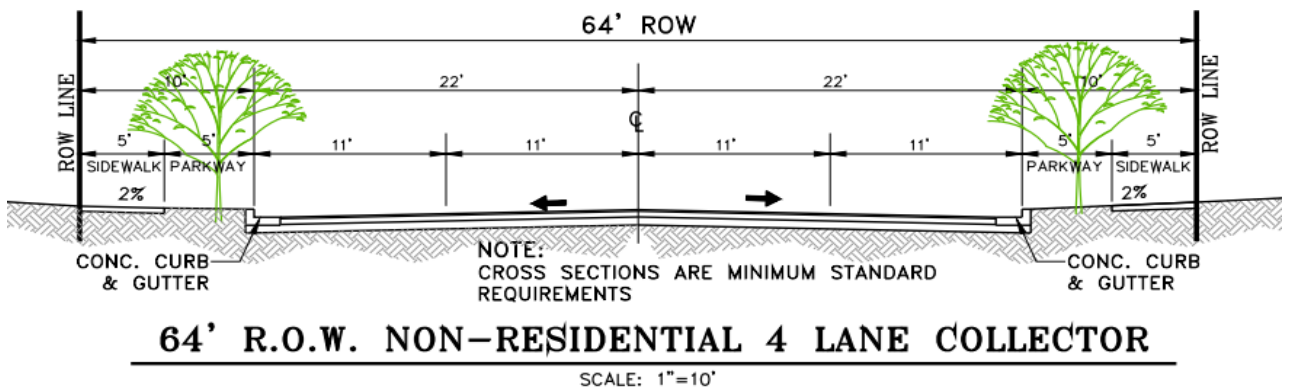
SCHOOL DISTRICT
 1. THE SUBDIVISION IS SUBJECT TO THE JURISDICTION OF THE SCHOOL DISTRICTS LISTED BELOW.
 2. THE SUBDIVISION IS SUBJECT TO THE JURISDICTION OF THE SCHOOL DISTRICTS LISTED BELOW.
 3. THE SUBDIVISION IS SUBJECT TO THE JURISDICTION OF THE SCHOOL DISTRICTS LISTED BELOW.
 4. THE SUBDIVISION IS SUBJECT TO THE JURISDICTION OF THE SCHOOL DISTRICTS LISTED BELOW.
 5. THE SUBDIVISION IS SUBJECT TO THE JURISDICTION OF THE SCHOOL DISTRICTS LISTED BELOW.
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 9. THE SUBDIVISION IS SUBJECT TO THE JURISDICTION OF THE SCHOOL DISTRICTS LISTED BELOW.
 10. THE SUBDIVISION IS SUBJECT TO THE JURISDICTION OF THE SCHOOL DISTRICTS LISTED BELOW.
 11. THE SUBDIVISION IS SUBJECT TO THE JURISDICTION OF THE SCHOOL DISTRICTS LISTED BELOW.
 12. THE SUBDIVISION IS SUBJECT TO THE JURISDICTION OF THE SCHOOL DISTRICTS LISTED BELOW.
 13. THE SUBDIVISION IS SUBJECT TO THE JURISDICTION OF THE SCHOOL DISTRICTS LISTED BELOW.
 14. THE SUBDIVISION IS SUBJECT TO THE JURISDICTION OF THE SCHOOL DISTRICTS LISTED BELOW.
 15. THE SUBDIVISION IS SUBJECT TO THE JURISDICTION OF THE SCHOOL DISTRICTS LISTED BELOW.

Attachment 8: Street Cross Sections

Existing ROW



Proposed



RESOLUTION

WHEREAS, the **Town of Horizon City** would like to become a member of the **El Paso Area Transportation Service, LGC (EPATS, LGC)**, an organization created to encourage and assist local units of government to join and cooperate with one another to provide and deliver regional multimodal transportation solutions for the residents of the Great El Paso community;

WHEREAS, the EPATS, LGC Bylaws require the passage of an ordinance, minute order, resolution, or other appropriate and legal action of the governing body of such governmental units adopting the Bylaws, appropriating the funds required to pay their share of the dues in order to become members;

WHEREAS, the Bylaws also state that each Local Government Unit as defined in the Bylaws, shall appoint one Director to the EPATS, LGC Board of Directors by ordinance, minute order, resolution;

WHEREAS, each Director must be an employee or contracted consultant of the Local Government Unit's Governing Body;

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

1. **Membership.** The City Council hereby authorizes the Town of Horizon City to join and become a member of EPATS, LGC and adopts the EPATS, LGC Bylaws; subject to the terms and conditions set forth herein.
2. **Director.** Michelle Garcia, Town of Horizon City Director of Planning is hereby designated the Town of Horizon City's representative on the Board of Directors of EPATS, LGC and is authorized to exercise all duties as set forth in the bylaws; provided however, during her leave of absence from work, Arturo Rubio is authorized to act as her alternate until such time as she returns to work. This appointment is effective immediately and shall continue until such time as the Town of Horizon City takes action to remove or replace Ms. Garcia and Mr. Rubio, or they are no longer eligible to serve in that capacity.
3. **Appropriation of Dues.** By approving this Resolution, the City Council is appropriating the sum of \$60,000.00 to serve as the dues required for the Town of Horizon City to be a member of the EPATS, LGC. The Town of Horizon City will not be required to contribute more than the sum of \$60,000.00 for its membership. In the event an additional amount is requested, the City Council may, withdraw its approval of membership. The Town of Horizon City will not contribute the sum of \$60,000.00 until such time as the EPATS, LGC has confirmed that the total amount necessary for dues shall not exceed \$60,000.00.

Adopted and effective the ____ day of September 2022.

Town of Horizon City

By: _____
Ruben Mendoza, Mayor

ATTEST:

By: _____
Elvia Schuller, City Clerk

APPROVED AS TO FORM:

By: _____
Sylvia Borunda Firth
Assistant City Attorney



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: September 13, 2022

To: Honorable Mayor and Members of City Council

From: Elvia Schuller, City Clerk

SUBJECT: On the award of Solicitation No. 2022-006RFP JAN Janitorial Services Contract to Klean-it Janitorial as the lowest responsive, responsible bidder, in the amount of \$64,836.00. This project is budgeted in the Administration Contract Labor Account.

The Town of Horizon City solicited a re-bid for Janitorial Services on August 11, 2022 and opened sealed bid proposals on August 23, 2022. The scope of work includes cleaning, sweeping, mopping all hard surfaces, vacuum all carpets and floor mats; clean, mop and disinfect all restrooms and kitchen areas; cleaning dusting and polishing desks and offices; trash pickup and cleaning of all baseboards, vents miniblinds, light fixtures and windowsills. This contract includes janitorial services for the EDC Building twice weekly and janitorial services for the Oz Glaze Senior Center during elections. The Town of Horizon City will provide paper towels, napkins, toilet paper, trashcan liners and handsoap. All other cleaning supplies will be provided by the contractor. Two contractors submitted bids as follows:

- Unicare Building Maintenance, Inc. - \$105,550.61 (\$316,651.83)
- Klean-it Janitorial LLC – \$64,836.00 (\$194,508.00)

After evaluation of the bid, and upon the recommendation of the City Clerk, staff recommends award of the Janitorial Services Contract to **Klean-it Janitorial** as the lowest, responsive, responsible bidder, in the amount of \$64,836.00.

Attached for your review is the bid as submitted.

Section J
JANITORIAL SERVICE AGREEMENT

THIS CONTRACT, entered into this the **September 14, 2022**, by and between the **TOWN OF HORIZON CITY**, hereinafter called the “City”, and **ALEX CRUZ, DBA/KLEAN-IT JANITORIAL SERVICES**, hereinafter called “the Contractor.”

Commented [MJ1]: Date of Council meeting

WHEREAS, the City issued a Request for Proposals, **Solicitation No. 2022-007RFP JAN JANITORIAL SERVICES CONTRACT** (“RFP”) to enter into a contract with the Contractor to provide janitorial services as further described in the Scope of Services in the RFP; and

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

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

NOW THEREFORE, the Parties do mutually agree as follows:

1. Scope of Services

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

2. Term

The initial term of this Contract is for three (3) years. The Contract will become effective **October 1, 2022**, and terminate on **September 30, 2023**, unless extended, as set forth in the Option to Extend below.

OPTION TO EXTEND THE TERM OF THE CONTRACT:

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

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

3. Compensation and Billing

- A. The total amount paid to the Contractor for services under this Contract shall be **FIVE THOUSAND FOUR HUNDRED AND THREE AND NO CENTS (\$5,403.00)** per month.
- B. The Contractor will submit invoices to the City on the 25th day of each month for services furnished between that date and the period covering the prior month's invoice, to include the costs for the basic services under the Contract and the costs for all other provided services, as allowed.
- C. Invoices will be itemized and must include the Bid Number and the Purchase Order Number.
- D. Do not include Federal Tax, State Tax, or City Tax. The City will furnish a tax exemption certificate upon request.
- E. Discounts, if applicable, will be taken from the date of receipt of goods or date of invoice, whichever is later.
- F. A copy of the bill of lading and the freight waybill, when applicable, will be attached to the invoice.
- G. Payments will be processed after verification and approval of such invoice. Payment shall be made in accordance with the Texas Prompt Payment Act.
- H. Mail invoices to the Town of Horizon City, ATTN: Accounts Payable, 14999 Darrington Road, Horizon City, Texas 79928 or email to AccountsPayable@horizoncity.org.
- I. The Contractor shall advise the Accounts Payable Section of any changes in its remittance addresses.

4. Termination

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

5. Independent Contractor

The Contractor shall instruct all of its employees as to work procedures and thoroughly acquaint each employee with his or her duties. The City shall notify the Contractor if any of the Contractor's employees do not perform their duties as necessary to carry out the Contractor's duties under this

Contract. Nothing contained herein shall be construed as creating the relationship of employer-and-employee between the City and the Contractor or between the City and the Contractor's employees. The Contract shall be deemed at all times to be an independent contractor. In carrying out the terms of this Contract, the Contractor shall select its own employees and such employees shall be and shall act under the exclusive and complete supervision and control of the Contractor.

6. Employees

- A. The Contractor shall provide an adequate staff for the coordination and expediting of its work. The Contractor shall employ only competent, efficient personnel for the performance of services and shall not use on the work any unfit person or one not skilled in the work assigned; and shall at all times maintain good order and strict discipline among its employees.
- B. The employees who will be assigned to work on-site must pass a background check, consisting of the submission of electronic fingerprints and clearance.
- C. The Contractor shall pay or cause to be paid, without cost or expense to the City, all Social Security, Unemployment, and Federal Income Withholding taxes of all employees and that all employees shall be paid wages and benefits as required by federal and state law.

7. Insurance

- A. The Contractor agrees to maintain the types and amounts of insurance required in this contract throughout the term of the contract. The following insurance policies shall be required:
 - 1. Commercial General Liability
 - 2. Business Automobile Liability
 - 3. Workers' Compensation
 - 4. Professional Liability
- B. For each of these policies, the Contractor's insurance coverage shall be primary with respect to the City, its officials, agents, employees and volunteers. Any insurance or self-insurance carried or obtained by the City, its officials, agents, employees or volunteers, shall be considered in excess of the Contractor's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Contractor to the City pursuant to this contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this contract, attached hereto as Exhibit A, and approved by the City *before* work commences.

C. General Requirements Applicable to All Policies.

1. Only licensed insurance carriers authorized to do business in the State of Texas shall be accepted.
2. Deductibles shall be listed on the certificate of insurance and are acceptable only on an "occurrence" basis.
3. "Claims made" policies are not accepted, except for Professional Liability insurance.
4. Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City
5. The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties:
 - a. The insurance company is licensed and authorized to do business in the State of Texas
 - b. The insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO
 - c. All endorsements and coverages are included according to the requirements of this Contract
 - d. The form of notice of cancellation, termination, or change in coverage provisions is specified in this attachment
6. The City, its officials, agents, employees, and volunteers are to be listed as Additional Insureds on the Commercial General Liability and Business Automobile Liability Policies. The coverages shall contain no special limitations on the scope of protection afforded the City, its officials, employees, and volunteers.

D. Commercial General Liability Requirements:

1. Coverage shall be written by a carrier rated "A: VIII" or better in accordance with the current A. M. Best Key Rating Guide.
2. Minimum Combined Single Limit of \$1,000,000 per occurrence per project for bodily injury and property damage with a \$2,000,000 annual aggregate limit.
3. Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.
4. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
5. The coverage shall not exclude: premises/operations; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein); and where exposures exist, Explosion, Collapse and Underground coverage.
6. The City shall be listed as Additional Insured, and the policy shall be endorsed to waive rights of subrogation, to be primary and non-contributory with regard to any self-insurance or insurance policy held by the City.

E. Business Automobile Liability Requirements:

1. Coverage shall be written by a carrier rated "A: VIII" or better in accordance with the current Best Key Rating Guide.
2. Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.
3. The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
4. The coverage shall include owned, leased or rented autos, non-owned autos, any autos and hired autos.

F. Workers' Compensation Insurance Requirements:

1. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, *all* employees of the Contractor, the Contractor, *all* employees of any and all subcontractors, and all other persons providing services must be covered by a workers compensation insurance policy, either directly through their employer's policy (the Contractor's, or subcontractor's policy) or through an executed coverage agreement on an approved DWC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors *must* use that portion of the form whereby the hiring Contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent Contractor may not be used.
2. The workers compensation insurance shall include the following terms:
 - a. Employer's Liability limits of \$1,000,000 for each accident is required.
 - b. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
 - c. Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

G. Professional Liability Requirements:

1. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.
2. Minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate, with a maximum deductible of \$100,000.00. Financial statements shall be furnished to the City upon request.
3. For "claims made" policies, the availability of a 24-month extended reporting period is necessary. The retroactive date shall be shown on the certificate of liability insurance.

8. INDEMNIFICATION

THE CONTRACTOR OR IT'S INSURER WILL INDEMNIFY, DEFEND AND HOLD THE CITY, IT'S OFFICERS, AGENTS AND EMPLOYEES, HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT

LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THIS CONTRACT. WITHOUT MODIFYING THE CONDITIONS OF PRESERVING, ASSERTING, OR ENFORCING ANY LEGAL LIABILITY AGAINST THE CITY AS REQUIRED BY ANY LAW, THE CITY WILL PROMPTLY FORWARD TO THE CONTRACTOR EVERY DEMAND, NOTICE, SUMMONS, OR OTHER PROCESS RECEIVED BY THE CITY IN ANY CLAIM OR LEGAL PROCEEDING CONTEMPLATED HEREIN. THE CONTRACTOR WILL 1) INVESTIGATE OR CAUSE THE INVESTIGATION OF ACCIDENTS OR OCCURRENCES INVOLVING SUCH INJURIES OR DAMAGES; 2) NEGOTIATE OR CAUSE TO BE NEGOTIATED THE CLAIM AS THE CONTRACTOR MAY DEEM EXPEDIENT; AND 3) DEFEND OR CAUSE TO BE DEFENDED ON BEHALF OF THE CITY ALL SUITS FOR DAMAGES EVEN IF GROUNDLESS, FALSE OR FRAUDULENT, BROUGHT BECAUSE OF SUCH INJURIES OR DAMAGES. THE CONTRACTOR WILL PAY ALL JUDGMENTS FINALLY ESTABLISHING LIABILITY OF THE CITY IN ACTIONS DEAFENED BY THE CONTRACTOR PURSUANT TO THIS SECTION ALONG WITH ALL ATTORNEYS' FEES AND COSTS INCURRED BY THE CITY INCLUDING INTEREST ACCRUING TO THE DATE OF THE PAYMENT BY THE CONTRACTOR, AND PREMIUMS ON ANY APPEAL BONDS. THE CITY, AT ITS ELECTION, WILL HAVE THE RIGHT TO PARTICIPATE IN ANY SUCH NEGOTIATIONS OR LEGAL PROCEEDINGS TO THE EXTENT OF ITS INTEREST. THE CITY WILL NOT BE RESPONSIBLE FOR ANY LOSS OF OR DAMAGE TO THE CONTRACTOR'S PROPERTY FROM ANY CAUSE.

9. Gratuities

The City may, by written notice to the Contractor, cancel this contract without liability to the Contractor if it is determined by the City that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any City officer or employee with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making or any determinations with respect to the performing of such a contract. In the event this contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

10. Right To Assurance

Whenever one party to this contract in good faith has a reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) calendar days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

11. Assignment–Delegation

No right or interest in this contract will be assigned or delegation of any obligation made by the Contractor without the written permission of the City. Any attempted assignment or delegation by the Contractor will be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

12. Interpretation-Parol Evidence

This writing is intended by the parties as a final expression of their agreement and is intended by also as a complete and exclusive statement of the terms of their contract. No course of prior dealings between the parties and no usage of the trade will be relevant to supplement or explain any term used in this contract. Acceptance or supplement or acquiescence in a course of performance rendered under this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection.

13. Availability of Funds

The awarding of this contract is dependent upon the availability of funding. In the event that funds do not become available, the contract may be terminated, or the scope of services may be amended. A thirty (30) day written notice will be given to the Contractor and there will be no penalty nor removal charges incurred by the City.

14. Workmanship

The Contractor represents that it is qualified to perform the Work, that the Contractor and its subcontractors, if any, possess current, valid state and/or local licenses to perform the services, and that its services will be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances. The City will notify the Contractor if the work does not comply with such standards.

15. Compliance with Laws and Ordinances

The Contractor shall at all times observe and comply with all federal, state, and local laws, ordinances, and regulations which in any manner affect the Contract or the work and, to the extent allowed by law, shall indemnify and save and hold harmless the City against all claims arising from the violation of any such laws, ordinances, and regulations whether by the Contractor or its employees or clients.

16. Venue and Law

For the purposes of determining the place of the Contract and the law governing the same, this Contract is entered into in the Town of Horizon City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for all purposes shall be in the municipal court of the Town of Horizon City, Texas.

17. Severability

Every provision of this Contract is declared severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.

18. Entire Agreement

This Contract, including the incorporated City's RFP and the Contractor's proposal, constitutes and expresses the entire agreement between the parties regarding the scope of services specified. It shall not be amended or modified except in writing and signed by all parties.

19. Binding Agreement

The individual signing this Contract acknowledges that he or she is authorized to do so and said individual further warrants that he or she is authorized to commit and bind the Contractor to the terms and conditions of this Contract.

20. Dispute Resolution

If either the Contractor or the City has a claim or dispute, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute, or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall make a good faith effort, in person or through generally accepted means, to resolve any claim, dispute, breach, or other matter in question that may arise out of, or in connection with, this Contract. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties may submit the matter to non-binding mediation upon the written consent of authorized representatives of both parties. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under the law regarding the dispute.

21. Force Majeure

The City and the Contractor will exert all efforts to perform the tasks set forth herein within the proposed schedules. However, neither the City nor the Contractor shall be held responsible for inability to perform under this Contract if such inability is a direct result of a force substantially beyond its control, including but not limited to the following: strikes, riots, civil disturbances, fire, insurrection, war, embargoes, failures of carriers, acts of God acts of the public enemy, health pandemics, or acts of a superior governmental authority.

22. Notices

All notices provided for herein shall be sufficient if sent by certified or registered mail, return receipt requested, postage fully prepaid, and addressed to the proper party at the following addresses:

City: Town of Horizon City
Attn: Purchasing Agent
14999 Darrington Road
Horizon City, Texas 79928

Contractor: Alex Cruz DBA/Klean-It
Janitorial Services
Attn: Alex Cruz, Owner
8700 Castner, Suite 13
El Paso, TX 79907
915-820-4343
services@kleanit-ep.com

Alternatively, notices shall be sent to such other addresses as the parties may designate to each other in writing from time-to-time.

23. Texas Tort Claims Act

This Contractor expressly agrees that, in all things relating to this Contract, the City is performing a governmental function, as defined by the Texas Tort Claims Act. The Contractor further expressly agrees that every act or omission of the City, which, in any way, pertains to or arises out of this Contract falls within the definition of a governmental function.

24. Energy Company Boycotts

The Contractor represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the Contract, the Contractor shall promptly notify the City.

25. Firearm Entities And Trade Associations Discrimination

The Contractor verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the Contract, the Contractor shall promptly notify the City.

26. Foreign Terrorist Organizations

The Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

27. Entities That Boycott Israel

The Contractor represents and warrants that (1) it does not, and shall not for the duration of the contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the Contract, the Contractor shall promptly notify the City.

SIGNATURE PAGE (TO BE EXECUTED UPON AWARD)

IN WITNESS WHEREOF, the parties have executed this Contract on the ____ day of _____, 202__.

TOWN OF HORIZON CITY

Ruben Mendoza
Mayor

ATTEST:

Elvia Schuller, TRMC
City Clerk

Approved as to Form:

Approved as to Content:

Assistant City Attorney

CONTRACTOR

Klean-It Janitorial Services, DBA/Alex Cruz
Name: Alex Cruz
Title: Owner



2022-007RFP JAN - Janitorial Services Contract

Scoring Summary

Active Submissions

Supplier	Total / 100 pts	Experience / 20 pts	Quality of Work / 30 pts	References / 10 pts	Price / 40 pts
Klean-it Janitorial Services	90	16.8	24	9.2	40 (\$64,836.00)
Unicare Building Maintenance, Inc.	66.97	14.8	19.8	7.8	24.57 (\$105,550.61) 85

RESOLUTION
TOWN OF HORIZON CITY, TEXAS

WHEREAS, the Town of Horizon City, Texas has received funding from the federal government for projects that will benefit the citizens of the town;

WHEREAS, the town is required to utilize procurement policies and procedures consistent with federal laws whenever federal funds are used; and

WHEREAS, the Mayor and the Council have determined that adopting federal policies and procedures for procurements made with federal funds is in the best interest of the community.

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

The attached Town of Horizon City Procurement Policies and Procedures for Procurements Involving Federal Funding are hereby adopted and approved. The attached policies and procedures shall be utilized whenever funds are used which were provided by the federal government.

If no federal funds are being utilized, the Town will continue to comply with the applicable procurement laws of the State of Texas and the policies and procedures adopted by Mayor and Council for procurement not involving federal funding.

Passed and approved the _____ day of _____, 2022.

TOWN HORIZON CITY

By: _____
Ruben Mendoza, Mayor

ATTEST:

By _____
Elvia Schuller, City Clerk

APPROVED AS TO FORM:

By: _____
Sylvia Borunda Firth
Assistant City Attorney

**TOWN OF HORIZON CITY
PROCUREMENT POLICIES AND PROCEDURES
FOR FEDERALLY FUNDED PROJECTS**

The Town of Horizon City follows the procurement standards in 2 CFR 200.317 – 2CFR 200.327 and Appendix II to Part 200 for procurement actions to be funded with Federal funds. All attempts are made to adhere to these policies and procedures and updates are made as needed. The entirety of the language found in 2 CFR 200.317 – 2 CFR 200.327 may not be applicable in all instances, programs, and/or situations. This document contains the most current 2 CFR 200.317 – 2 CFR 200.327 language available at the adoption of these policies and procedures.

§200.317 Procurements by states.

When procuring property and services under a Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will comply with §§200.321, 200.322, and 200.323 and ensure that every purchase order or other contract includes any clauses required by §200.327. All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in §§200.318 through 200.327.

§200.318 General procurement standards.

(a) The non-Federal entity must have and use documented procurement procedures, consistent with State, local, and tribal laws and regulations and the standards of this section, for the acquisition of property or services required under a Federal award or subaward. The non-Federal entity's documented procurement procedures must conform to the procurement standards identified in §§200.317 through 200.327.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. Competition requirements will be met with documented procurement actions using strategic sourcing, shared services, and other similar procurement arrangements.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.214.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)(1) The non-Federal entity may use a time-and-materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time-and-materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal

awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

[85 FR 49543, Aug. 13, 2020, as amended at 86 FR 10440, Feb. 22, 2021]

§200.319 Competition.

(a) All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of this section and §200.320.

(b) In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

(1) Placing unreasonable requirements on firms in order for them to qualify to do business;

(2) Requiring unnecessary experience and excessive bonding;

(3) Noncompetitive pricing practices between firms or between affiliated companies;

(4) Noncompetitive contracts to consultants that are on retainer contracts;

(5) Organizational conflicts of interest;

(6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and

(7) Any arbitrary action in the procurement process.

(c) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(d) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if

at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(e) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

(f) Noncompetitive procurements can only be awarded in accordance with §200.320(c).

§200.320 Methods of procurement to be followed.

The non-Federal entity must have and use documented procurement procedures, consistent with the standards of this section and §§200.317, 200.318, and 200.319 for any of the following methods of procurement used for the acquisition of property or services required under a Federal award or sub-award.

(a) **Informal procurement methods.** When the value of the procurement for property or services under a Federal award does not exceed the *simplified acquisition threshold (SAT)*, as defined in §200.1, or a lower threshold established by a non-Federal entity, formal procurement methods are not required. The non-Federal entity may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the SAT include:

(1) **Micro-purchases—(i) Distribution.** The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (See the definition of *micro-purchase* in §200.1). To the maximum extent practicable, the non-Federal entity should distribute micro-purchases equitably among qualified suppliers.

(ii) **Micro-purchase awards.** Micro-purchases may be awarded without soliciting competitive price or rate quotations if the non-Federal entity considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved by the non-Federal entity.

(iii) **Micro-purchase thresholds.** The non-Federal entity is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations. Non-Federal entities may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) (<https://www.ecfr.gov/current/title-48/chapter-1/subchapter-A/part-2/subpart-2.1>) in accordance with paragraphs (a)(1)(iv) and (v) of this section.

(iv) **Non-Federal entity increase to the micro-purchase threshold up to \$50,000.** Non-Federal entities may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The non-Federal entity may self-certify a threshold up to \$50,000 on an annual basis and must maintain documentation to be made available to the Federal awarding agency and auditors in accordance with §200.334. The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:

(A) A qualification as a low-risk auditee, in accordance with the criteria in §200.520 for the most recent audit;

(B) An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,

(C) For public institutions, a higher threshold consistent with State law.

(v) **Non-Federal entity increase to the micro-purchase threshold over \$50,000.** Micro-purchase thresholds higher than \$50,000 must be approved by the cognizant agency for indirect costs. The non-federal entity must submit a request with the requirements included in paragraph (a)(1)(iv) of this section. The increased threshold is valid until there is a change in status in which the justification was approved.

(2) **Small purchases**—(i) **Small purchase procedures.** The acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the non-Federal entity.

(ii) **Simplified acquisition thresholds.** The non-Federal entity is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk and its documented procurement procedures which must not exceed the threshold established in the FAR. When applicable, a lower simplified acquisition threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations.

(b) **Formal procurement methods.** When the value of the procurement for property or services under a Federal financial assistance award exceeds the SAT, or a lower threshold established by a non-Federal entity, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement can be used in accordance with §200.319 or paragraph (c) of this section. The following formal methods of procurement are used for procurement of property or services above the simplified acquisition threshold or a value below the simplified acquisition threshold the non-Federal entity determines to be appropriate:

(1) **Sealed bids.** A procurement method in which bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction, if the conditions.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders are willing and able to compete effectively for the business; and

(C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

(A) Bids must be solicited from an adequate number of qualified sources, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

(B) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(C) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(D) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(E) Any or all bids may be rejected if there is a sound documented reason.

(2) **Proposals.** A procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. They are awarded in accordance with the following requirements:

(i) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(ii) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and making selections;

(iii) Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the non-Federal entity, with price and other factors considered; and

(iv) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby offeror's qualifications are evaluated and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services through A/E firms that are a potential source to perform the proposed effort.

(c) **Noncompetitive procurement.** There are specific circumstances in which noncompetitive procurement can be used. Noncompetitive procurement can only be awarded if one or more of the following circumstances apply:

(1) The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (see paragraph (a)(1) of this section);

(2) The item is available only from a single source;

(3) The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;

(4) The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity; or

(5) After solicitation of a number of sources, competition is determined inadequate.

§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

§200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other

manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

§200.323 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

§200.324 Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under subpart E of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

§200.325 Federal awarding agency or pass-through entity review.

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third-party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

§200.326 Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a

determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§200.327 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to this part.

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with [Executive Order 11246](#), “Equal Employment Opportunity” ([30 FR 12319](#), 12935, [3 CFR Part, 1964-1965 Comp.](#), p. 339), as amended by [Executive Order 11375](#), “Amending [Executive Order 11246](#) Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) [Davis-Bacon Act](#), as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the [Davis-Bacon Act](#) ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than

the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) [Contract Work Hours and Safety Standards Act](#) ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) [Rights to Inventions Made Under a Contract or Agreement](#). If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2](#) (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) [Clean Air Act](#) ([42 U.S.C. 7401-7671q](#).) and the [Federal Water Pollution Control Act](#) ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the [Clean Air Act](#) ([42 U.S.C. 7401-7671q](#)) and the [Federal Water Pollution Control Act](#) as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) [Debarment and Suspension](#) (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 ([3 CFR part 1986](#) Comp., p. 189) and 12689 ([3 CFR part 1989](#) Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or

otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

(I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323*

(K) See § 200.216**

(L) See § 200.322***

***§ 200.323 Procurement of recovered materials.**

A [non-Federal entity](#) that is a [state](#) agency or agency of a political subdivision of a [state](#) and its [contractors](#) must comply with section 6002 of the [Solid Waste Disposal Act](#), as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

****§ 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.**

(a) [Recipients](#) and sub [recipients](#) are prohibited from obligating or expending [loan](#) or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a [contract](#) to procure or obtain; or

(3) Enter into a [contract](#) (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any [subsidiary](#) or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any [subsidiary](#) or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director

of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering [loan](#), grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See [Public Law 115-232](#), section 889 for additional information.

(d) See also [§ 200.471](#).

*****§ 200.322 Domestic preferences for procurements.**

(a) As appropriate and to the extent consistent with law, the [non-Federal entity](#) should, to the greatest extent practicable under a [Federal award](#), provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United [States](#) (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all [subawards](#) including all [contracts](#) and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

These Policies and Procedures are passed and approved by the Town of Horizon City on the ____ day of _____, 2022.

Ruben Mendoza Mayor
Town of Horizon City, Texas

HORIZON CITY

PURCHASE ORDER TERMS AND CONDITIONS

Following are the standard terms and conditions that apply to contracts entered into with the Town of Horizon City (the “City”) through the initiation of a Purchase Order, unless otherwise noted on the Purchase Order.

1. INVOICES AND PAYMENTS

- A. The Contractor will submit invoices, in single copy, on each contract after delivery or completion of services, unless otherwise provided in the quote or solicitation. Invoices covering more than one purchase order will not be accepted.
- B. Invoices will be itemized, including serial numbers; transportation charges, if any, will be listed separately.
- C. Invoices will reflect the bid number and any purchase order number.
- D. Do not include Federal Tax, State Tax, or City Tax. The City will furnish a tax exemption certificate upon request.
- E. Discounts will be taken from the date of receipt of goods or the date of invoice, whichever is later.
- F. A copy of the bill of lading and the freight waybill when applicable will be attached to the Invoice.
- G. Payment will not be due until the above instructions are submitted after delivery and acceptance.
- H. Payment will be made in the manner required under the Texas Prompt Payment Act, unless otherwise stated in the solicitation.
- I. Mail invoices to the Town of Horizon City, ATTN: Accounts Payable, 14999 Darrington Road, Horizon City, Texas 79928.
- J. The Contractor shall advise the City’s Accounts Payable Section of any changes in its remittance addresses. City reserves the right to corroborate any changes in addressed or form of payment with the Contractor.

2. CONTRACTUAL RELATIONSHIP

Nothing herein will be construed as creating the relationship of employer and employee between the City and the Contractor or between the City and the Contractor’s employees. The City will not be subject to any obligations or liabilities of the Contractor, or its employees incurred in the performance of the contract unless otherwise herein authorized. The Contractor is an independent contractor, and nothing contained herein will constitute or designate the Contractor or any of its employees as employees of the City, the State of Texas, or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of Contractor. Neither the Contractor nor its employees will be entitled to any of the benefits established for City, State, or Federal employees nor be covered by the any Worker’s Compensation Program.

3. PROVISIONS APPLICABLE TO THE PROVISION OF SERVICES

- A. The Contractor shall have full and direct responsibility for the performance and completion

of the work under this contract and for any act or neglect of the Contractor. The Contractor shall provide adequate staff for the coordination and expediting of its work. The Contractor shall keep any work and storage areas related to the provision of work or services under this contract, free of accumulations of waste materials, rubbish, trash, and debris.

B. Unless otherwise provided in the bid or solicitation, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment, and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the work, whether temporary or permanent, and whether or not incorporated or to be incorporated into the work.

C. The Contractor for itself or any of its subcontractors shall pay all indebtedness which may become due to any person, firm or corporation having furnished labor, material, or both in the performance of this contract and no lien of any kind shall ever exist or be placed against the work or any portion thereof, or any public funds held by the City in connection with the work.

4. PROVISIONS APPLICABLE TO A PROCUREMENT OF GOODS

A. Contractor to Package Goods. The Contractor will package goods according to good commercial practice. Each shipping container will be clearly and permanently marked as follows: (a) the Contractor's name and address; (b) the consignee's name, address, and purchase order; (c) the container number and total number of containers, e.g., "box 1 of 4 boxes"; and (d) the number of the container bearing the packing slip. The Contractor will bear the cost of packaging unless otherwise provided. Goods will be suitably packed to secure the lowest transportation costs and to conform to the requirements of common carriers and any applicable specifications. The City's count or weight will be final and conclusive on shipments not accompanied by packing lists.

B. Shipment Under Reservation Prohibited. The Contractor is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

C. Delivery Terms and Transportation Charges. F.O.B. Destination Freight Prepaid unless delivery terms are specified otherwise in the bid; the City agrees to reimburse the Contractor for transportation costs in the amount specified in the Contractor's bid, or actual costs, whichever is lower, if the quoted delivery terms do not include transportation costs, provided the City will have the right to designate what method of transportation will be used to ship the goods.

D. Title and Risk of Loss. The title and risk of loss of the goods will not pass to the City until the City actually receives and takes possession of the goods at the point or points of delivery.

E. Right of Inspection. The City will have the right to inspect the goods at delivery before accepting them.

F. No Replacement of Defective Tender. Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality, and the like. If a tender is made which does not fully conform, this will constitute a breach and the Contractor will not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Contractor may reasonably notify the City of its intention to cure and may then make a conforming tender within the contract time but not afterward.

G. Place of Delivery. The place of delivery will be as set forth in the solicitation. The terms of this contract are "no arrival, no sale."

5. WARRANTY-PRICE

A. The price to be paid by the City will be that contained in the Contractor's bid which the Contractor warrants to be no higher than the Contractor's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under similar or like conditions and methods of purchase. In the event Contractor breaches, this warranty the prices of the items will be reduced to the Contractor's current prices on orders by others, or in the alternative, the City may cancel this contract without liability to the Contractor for breach or the Contractor's actual expense.

B. If during the life of the contract, the Contractor's net prices to other customers for items are reduced below the prices contained herein, it is agreed that the benefits of such reduction shall be extended to the City.

C. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City will have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

6. WARRANTY-PRODUCT

Unless otherwise expressly provided in the contract drawings, if any, or specifications, the work shall be performed in accordance with the best modern practice with materials and workmanship of the highest quality and suitable for their purpose. The designee of the Mayor shall judge and determine the Contractor's compliance with these requirements.

The Contractor warrants to the City that all materials and equipment furnished under this contract shall be new unless otherwise specified in the contract documents; and that same shall be of good quality and workmanship, free from faults and defects and in conformance with the contract documents.

OPTION TO DISCUSS

The Contractor will not limit or exclude any implied warranties and any attempt to do so will render this contract voidable at the option of the City. The Contractor warrants that the goods furnished conform to the specifications, drawings, and descriptions listed in the solicitation, and to the sample(s) furnished by the Contractor, if any. In case of a conflict between the specifications, drawings and descriptions, the drawings and descriptions will govern.

7. SAFETY WARRANTY

The Contractor warrants that the product sold to the City will conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event that the product does not conform to OSHA standards, the City may return the product for correction or replacement at the Contractor's expense. In the event the Contractor fails to make the appropriate correction within reasonable time, correction made by the City will be at the Contractor's expense.

8. NO WARRANTY BY THE CITY AGAINST INFRINGEMENTS

As part of this contract, the Contractor agrees to ascertain whether goods manufactured according to the specifications attached to the solicitation will cause the rightful claim of any third person by way of infringement or the like. The City makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event will the City be liable to the Contractor for indemnification if the Contractor is sued on the grounds of infringement or the like. If the Contractor is of the opinion that an infringement or the like will result, it will notify the City to this effect in writing within two (2) weeks after the signing of this contract. If the City does not receive notice and is subsequently held liable for the infringement or the like, the Contractor will save the City harmless (if the Contractor in good faith ascertains that production of goods according to the specifications result in infringement or the like, this contract will be null and void except that the City will pay the contractor the reasonable cost of its search as o infringements).

9. INDEMNIFICATION

THE CONTRACTOR OR ITS INSURER WILL INDEMNIFY, DEFEND AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, INCLUDING ANY MEMBER OF ITS GOVERNING BODY, HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE OR LOSS OF PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RESULTING FROM THE CONTRACTOR'S WORK AND/OR ACTIVITIES CONDUCTED IN CONNECTION WITH OR INCIDENTAL TO THIS CONTRACT AND FROM ANY LIABILITY ARISING OUT OF OR RESULTING FROM THE INTENTIONAL ACTS OR NEGLIGENCE, INCLUDING ALL SUCH CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW, OR BASED IN WHOLE OR IN PART UPON THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, AND OTHER PERSONS.

WITH RESPECT TO THE ABOVE INDEMNITY, THE CONTRACTOR OR ITS INSURER WILL PAY ALL JUDGMENTS FINALLY ESTABLISHING LIABILITY OF THE CITY IN ACTIONS DEFENDED BY THE CONTRACTOR PURSUANT TO THIS ARTICLE ALONG WITH ALL ATTORNEY'S FEES AND COSTS INCURRED BY THE CITY, INCLUDING INTEREST ACCRUING TO THE DATE OF PAYMENT BY THE CONTRACTOR OR ITS INSURER, AND PREMIUMS ON ANY APPEAL BONDS. THE CITY, AT ITS ELECTION, WILL HAVE THE RIGHT TO PARTICIPATE IN ANY SUCH NEGOTIATIONS OR LEGAL PROCEEDINGS TO THE EXTENT OF ITS INTEREST.

IT IS FURTHER AGREED WITH RESPECT TO THE ABOVE INDEMNITY, THAT THE CITY AND THE CONTRACTOR WILL PROVIDE THE OTHER PROMPT AND TIMELY NOTICE OF ANY EVENT COVERED WHICH IN ANY WAY, DIRECTLY OR INDIRECTLY, CONTINGENTLY OR OTHERWISE, AFFECTS OR MIGHT AFFECT

THE CONTRACTOR OR THE CITY, AND THE CITY SHALL HAVE THE RIGHT TO COMPROMISE AND DEFEND THE SAME TO THE EXTENT OF ITS OWN INTERESTS; THE INDEMNITY HERE SHALL SURVIVE THE TERMINATION OF THE CONTRACT FOR ANY REASON AND SHALL SURVIVE THE COMPLETION OF THE WORK ON THE PROJECT. THE CITY WILL NOT BE RESPONSIBLE FOR ANY LOSS OF OR DAMAGE TO THE CONTRACTOR'S PROPERTY FROM ANY CAUSE.

10. INSURANCE

When specified in the solicitation or request for bids, the Contractor, for the duration of this contract, shall carry in a solvent company authorized to do business in the State of Texas and satisfactory to the City, comprehensive general liability insurance in the following amounts:

- \$500,000.00 – Per Occurrence
- \$500,000.00 – General Aggregate
- \$500,000.00 – Products/Completed Operations-Occurrence & Aggregate

The completed operations coverage must be maintained for a minimum of one year after final completion and acceptance of the work or products, with evidence of same filed with the Purchasing Agent or designee. With respect to the above-required insurance, the City and its officers and employees shall be named as additional insured as their interests may appear. The City shall be provided with sixty (60) calendar days advance notice, in-writing, of any cancellation or material change. The City shall be provided with certificates of insurance evidencing the above required insurance prior to the commencement of this contract and thereafter with certificates evidencing renewal or replacement of said policies of insurance at least fifteen (15) calendar days prior to the expiration or cancellation of any such policies.

Commercial General Liability:

Written on an occurrence form. (There may be situations where a “claims-made” form may be the City’s only option, but it is best the City require an occurrence form including all the usual coverage known as:

- Premises/operations liability
- Products/completed operations
- Personal/advertising injury
- Contractual liability
- Broad-form property
- Independent contractor liability
- Explosion, Collapse and Underground (XCU)
- Cyber Liability/Data/Breach/Ransom

Minimum Limits of Liability

- \$1,000,000 Bodily Injury/\$1,000,000 Property Damage per occurrence
- Commercial General Liability Exclusion Removed/Railroad Protective liability/Contractual

Liability-Railroads

- \$1,000,000 Bodily Injury/\$1,000,000 Property Damage Liability per occurrence

Required when a contractor is going to work on or within 50 feet of any “railroad property”

Commercial Automobile Liability

\$1,000,000 Bodily Injury/\$500,000 Property Damage liability per occurrence

Workers’ Compensation

Statutory Coverage

\$500,000 Employers Liability

Professional (Errors & Omissions Liability (if required)

\$1,000,000 per occurrence

Umbrella or Excess Liability Insurance (if required)

\$5,000,000 per occurrence

The City, its officials, employees, agents, and contractors shall be named as additional insureds and contain a “blanket waiver of subrogation” clause in favor of the City.

The Contractor and its subcontractors’ insurance coverage shall be primary insurance as respects the City, its officials, employees, agents, and contractors. All insurance or self-insurance maintained by the City, its officials, employees, agents, and contractors shall be in excess of the Contractor’s or Contractor’s subcontractor’s insurance and shall not contribute to the Contractor or Contractor’s subcontractor’s insurance.

Prior to undertaking any work under this contract, the Contractor, at no expense to the City shall furnish to the City a copy of a certificate of insurance with an actual copy of the policy and original endorsements affecting coverage for each of the insurance policies required. Any deductibles or self-insured retentions must be declared to and approved by the City.

Notices and Certificates required by this clause shall be provided to:

Town of Horizon
City Purchasing Agent
14999 Darrington Road
Horizon City, Texas 79928

Please refer to Bid Number and Title in all correspondence.

Failure to submit insurance certification may result in contract cancellation.

11. ASSIGNMENT-DELEGATION

No right or interest in this contract will be assigned or delegation of any obligation made by the Contractor without the written permission of the City. Any attempted assignment or delegation by the Contractor will be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

12. INTERPRETATION-PAROL EVIDENCE

This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their contract. No course of prior dealings between the parties and no usage of the trade will be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract will not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.

13. WAIVER

No right or interest arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

14. COMPLIANCE WITH LAWS - GOVERNING LAWS

This contract shall be governed by the laws and court decisions of the State of Texas, and legal venue for any court action filed pertaining to this contract shall exclusively lie in El Paso County, Texas. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the contract.

In any such proceeding brought to enforce the terms of this contract, the City shall be entitled to attorney's fees, court costs, expert witness fees and consultant's fees in the event the City prevails in said proceeding.

The Contractor shall fully comply with all local, state, and federal laws, including all codes, ordinances, and regulations applicable to this contract and the work to be done thereunder, which exist, or which may be enacted later by governmental bodies having jurisdiction or authority for such enactment.

The Contractor shall secure and pay for all permits and licenses necessary for the execution of the work and shall fully comply with all their terms and conditions.

15. RIGHT TO ASSURANCE

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, it may demand that the other party give written assurance of its intent to perform. In the event that a demand is made, and no assurance is given within five (5) calendar days, the demanding party may treat this failure as anticipatory repudiation of the contract.

16. TERMINATION

A. Termination for Convenience. The City may terminate this contract, in whole or in part at any time by written notice to the Contractor. The Contractor will be paid its costs, including the contract close out costs, and profit on work performed up to the time of termination. The Contractor will promptly submit its termination claim to the City to be paid to the City. If the Contractor has any property in its possession belonging to the City, the Contractor will account for the same, and dispose of it in the manner the City directs.

B. Termination for Default. If the Contractor fails to comply with any provision of the contract, the City may terminate this contract for default. Termination shall be effected by

servicing a notice of intent to terminate the contract setting forth the manner in which the Contractor is in default. The Contractor will be given an opportunity to correct the problem within a reasonable time before termination notice is rendered. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. The City shall have the right to immediately terminate the Contract for default if the Contractor violates any local, state, or federal laws, rule or regulations that relate to the performance of this contract.

C. Termination for Default for City. If the City fails to perform any of its duties under this contract, the Contractor may deliver a written notice to the Purchasing Agent describing the default, specifying the provisions of the contract under which the Contractor considers the City to be in default and setting forth a date of termination not sooner than ninety (90) days following receipt of the Notice. The Contractor at its sole option may extend the proposed date of termination to a later date. If the City fails to cure such default prior to the proposed date of termination, the Contractor may terminate its performance under this contract as of such date.

D. Additional Remedies. If the City terminates the contract because the Contractor fails to deliver goods as required by the contract, the City shall have all of the remedies available to a buyer pursuant to the UNIFORM COMMERCIAL CODE including the right to purchase the goods from another vendor in substitution for those due from the Contractor. The cost to cover shall be the cost of substitute goods determined by informal or formal procurement procedures as required by the Texas Local Government Code. The City may recover the difference between the cost of cover and the contract cost by deducting the same from amounts owed to the Contractor for goods delivered prior to termination or any other lawful means.

17. ADDITIONAL REMEDY FOR HEALTH OR SAFETY VIOLATION

If the Purchasing Agent determines that the Contractor's default constitutes an immediate threat to the health or safety of City employees or members of the public, he may give written notice to the Contractor of such determination giving the Contractor a reasonable opportunity to cure the default which shall be a period of time not less than 24 hours. If the Contractor has not cured the violation within the time stated in the notice, the City shall have the right to terminate the contract immediately and obtain like services as necessary to preserve or protect the public health or safety from another vendor in substitution for those due from the Contractor at a cost determined by reasonable informal procurement procedures. The City may recover the difference between the cost of substitute services and the contract price from the Contractor as damages. The City may deduct the damages from the Contractor's account for services rendered prior to the Notice of Violation or for services rendered by the Contractor pursuant to a different contract or pursue any other lawful means of recovery. The failure of the City to obtain substitute services and charge the Contractor under this clause is not a bar to any other remedy available for default.

18. FORCE MAJEURE

In the event any party to this contract is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this contract, excluding the obligation to make the payments required under this contract, then the obligations of such party to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to

the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the party whose contractual obligations are affected thereby shall give notice and full particulars of such force majeure to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term “force majeure,” as used herein, shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, civil disturbances, explosions, breakage or damage to machinery or equipment, which are not within the control of the party claiming such inability and such problem could not have avoided by the exercise of due diligence and care. It is understood and agreed that any force majeure shall be remedied with all reasonable dispatch.

19. POTENTIAL IMPACT OF COVID-19 PANDEMIC

The City and the Contractor expressly recognize the potential impact of the COVID-19 virus pandemic may have on the contract. Governments and private industry worldwide have implemented various measures to contain the spread of the COVID-19 virus. Among others, these measures have included the declarations by local, state, federal, and foreign governments of states of emergency. The City and the Contractor understand and acknowledge that these measures and other consequences of the COVID-19 virus may impact the availability of labor or materials critical to the timely completion of the contract, which, in turn, may cause disruptions related to completion of the contract. Both the City and the Contractor acknowledge that the impact of the COVID-19 virus is beyond any parties’ control, and that neither party is responsible for such impacts. The City may be entitled to suspend the contract due to such impacts as may be necessary, and the Contractor may be entitled to an adjustment in time related to such impacts. With respect to any requests for an adjustment of the time period provided for performance, all provisions of the contract concerning notice and requests for additional time remain in effect.

20. SERVICE OF NOTICES

The City and the Contractor shall each designate addresses where all notices, directions or other communication may be delivered, or to which they may be mailed. Unless otherwise designated, notices to the Contractor shall be directed as set forth in the bid or solicitation. Notices to the City shall be directed to:

Town of Horizon City
ATTN: Purchasing Agent
14999 Darrington Road
Horizon City, Texas 79928

Actual delivery of any such notice, direction, or communication to the aforesaid places, or depositing it in a postpaid wrapper addressed thereto in any post office regularly maintained by the United States Postal Service shall be conclusively deemed to be sufficient service thereof upon the above persons as of the date of such delivery or deposit.

The designated addresses may be changed at any time by an instrument in writing executed by the party changing the addresses and delivered to the other party.

Nothing herein contained shall, however, be deemed to preclude or tender inoperative the

service of any notice, direction, or communication upon the above parties personally, or, if the Contractor be a corporation, upon any officer or director thereof.

21. CONFLICT OF INTEREST/GRATUITIES

The Contractor certifies that it has not and shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City.

The City may, by written notice to the Contractor, cancel this contract without liability to the Contractor if it is determined by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of determinations with respect to the performing of such a contract. In the event this contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

22. COMPLIANCE WITH NON-DISCRIMINATION LAWS

The Contractor agrees that it, its employees, officers, agents, and subcontractors will comply with all applicable federal and state laws and regulations and local ordinances of the City in the performance of this contract, including but not limited to, the American with Disabilities Act, OSHA, or any environmental laws.

The Contractor further agrees that it, its employees, officers, agents and subcontractors will not engage in any employment practices that have the effect of discriminating against employees or prospective employees because of sex, race, religion, age, disability, ethnic background or national origin, or political belief or affiliation of such person, or refuse, deny or withhold from any person, for any reason directly or indirectly, relating to the race, gender, gender identity, sexual orientation, color, religion, ethnic background or national origin of such person, any of the accommodations, advantages, facilities, or services offered to the general public by place of public accommodation.

23. ADVERTISING

The Contractor will not advertise or publish, without the City's prior consent, the fact that the City has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

24. AVAILABILITY OF FUNDS

The awarding of this contract is dependent upon the availability of funding. In the event that funds do not become available, the contract may be terminated, or the scope may be amended. A 30-day written notice will be given to the vendor and there will be no penalty or removal charges incurred by the City.

25. TEXAS PUBLIC INFORMATION ACT

The Contractor understands that the City will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection

with a solicitation or any resulting contract, may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, the Contractor is required to make any information created or exchanged with the City pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible to the public at no additional charge to the City.

26. CONTRACTING INFORMATION

The Contractor must preserve all contracting information related to this Contract as provided by the records retention schedule requirements applicable to the City for the duration of this contract. The Contractor will promptly provide the City with any contracting information related to this contract that is in the custody or possession of the Contractor on request of the City. On completion of this contract, the Contractor will either provide at no cost to the City all contracting information related to this contract that is in the custody or possession of the Contractor or preserve the contracting information related to this contract as provided by the records retention requirements of the City

27. RIGHT TO AUDIT

The Contractor agrees that the City shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and copy any directly pertinent books, computer and digital files, documents, papers, and records of the Contractor involving transactions relating to this contract. The Contractor agrees the City shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The City shall give the contractor reasonable advance notice of intended audits. The City will pay the Contractor for reasonable costs or any copying the City performs on the contractor's equipment or requests the Contractor to provide. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

The Contractor agrees that it will include this requirement into any subcontract entered into in connection with this contract.

28. TEXAS TORT CLAIMS ACT

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

29. ENERGY COMPANY BOYCOTTS

The Contractor represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, the Provider shall promptly notify the City.

30. FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATION

The Contractor verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, the Provider shall promptly notify the City.

31. FOREIGN TERRORIST ORGANIZATIONS

The Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code

32. ENTITIES THAT BOYCOTT ISRAEL.

The Contractor represents and warrants that (1) it does not, and shall not for the duration of the contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, the Provider shall promptly notify the City.

33. FEDERAL FUNDING REQUIREMENTS.

If the City intends to fund all, or part of the expenditures made under this agreement with federal funds, then this agreement is subject to compliance with the provisions of 2 CFR 200 UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS, including but not limited to:

- 1. Davis-Bacon Act.** If applicable, Contractor agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
- 2. Contract Work Hours and Selection Standards.** Contractor agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this agreement indicates any employment of mechanics or laborers.
- 3. Rights to Invention Made Under Contract or Agreement.** Contractor agrees to comply with all applicable provisions of 37 CFR Part 401.
- 4. Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act.** Contractor agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.
- 5. Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contain the

names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

This certification is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 93, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668, 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned certifies, to the best of his or her knowledge and belief, that both it and its principals:

- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- ii. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false Proposals, or receiving stolen property;
- iii. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offense enumerated in Paragraph (2) of this certification; and,
- iv. Have not within a three-year period preceding this contract had one or more public transactions terminated for cause or default.

Where the prospective recipient of federal assistance funds is unable to certify to any of the qualifications in this certification, such prospective recipient shall attach an explanation to this certification form.

6. Procurement of Recovered Materials. Per 2 CFR §200.323, the awarded Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

7. Restrictions on Lobbying. Contractor is prohibited from using monies for lobbying purposes; Contractor shall comply with the special provision “Restrictions on Lobbying” as follows:

The undersigned certifies, to the best of his or her knowledge or belief, that:

- i. No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an officer or employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification or any federal contract, grant, loan, or cooperative contract; and
- ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, and or cooperative contract, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with the instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify accordingly.

8. **Drug-Free Workplace.** Contractor shall provide a drug free workplace in compliance with the Drug Free Workplace Act of 1988.

This certification is required by the Federal Regulations Implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668 and 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned Contractor certifies it will provide a drug-free workplace by:

- Publishing a policy Proposal notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;
- Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the subcontractor’s policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug violations in the workplace;
- Providing each employee with a copy of the subcontractor’s policy Proposal;
- Notifying the employees in the subcontractor’s policy Proposal that as a condition of employment under this subcontract, employees shall abide by the terms of the policy Proposal and notifying the subcontractor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statute in the workplace;

- Notifying the Board within ten (10) days of the subcontractor's receipt of a notice of a conviction of any employee; and,

Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requires such employee to participate in a drug abuse assistance or rehabilitation program.

9. Civil Rights Compliance.

- i. Compliance with Regulations: Contractor will comply with the Acts and the Regulations relative to Nondiscrimination in Federally assisted programs.
- ii. Nondiscrimination: Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 45 CFR Part 21.
- iii. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, sex, or national origin.
- iv. Information and Reports: Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor will so certify to and will set forth what efforts it has made to obtain the information.
- v. Sanctions for Noncompliance: In the event of Contractor's noncompliance with the Nondiscrimination provisions of this Agreement, the City will impose such sanctions as it may determine to be appropriate, including, but not limited to: withholding of payments to the Contractor under this Agreement until the Contractor compiles and/or cancelling, terminating or suspension of this Agreement, in whole or in part.
- vi. Incorporation of Provisions: Contractor will include the provisions of the paragraphs listed above, in this section 9.13, in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Contractor will take such action with respect to any subcontract or procurement as the City, the State, or the Federal agencies may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, Contractor may request the State to enter such litigation to protect the interests of the State. In addition, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

10. Disadvantaged Business Enterprise Program Requirements. Contractor shall not discriminate based on race, color, national origin, or sex in the award and performance of any federally assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Contractor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. Each sub-award or sub-contract must include the following assurance: *The Contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of federally assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

11. Pertinent Non-Discrimination Authorities. During the performance of the awarded contract, Contractor, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination based on race, color, national origin); and 49 CFR Part 21.
- ii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- iii. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- iv. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination based on disability); and 49 CFR Part 27.
- v. The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination based on age).
- vi. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- vii. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all the programs or activities of the Federal-aid recipients, subrecipients and Contractors, whether such programs or activities are Federally funded or not).
- viii. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination based on disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- ix. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123)

- (prohibits discrimination based on race, color, national origin, and sex).
- x. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
 - xi. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
 - xii. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

12. Ineligibility to Receive State Grants or Loans or Receive Payment on State Contracts.

In accordance with Section 231.006 of the Texas Family Code, a child support obligor who is more than thirty (30) days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five (25) percent is not eligible to:

- i. Receive payments from state funds under a contract to provide property, materials or services; or
- ii. Receive a state-funded grant or loan

13. Contracting With Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

Per 2 CFR 200.321, the awarded contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. If subcontracts are to be let, the awarded prime contractor is required to take the affirmative steps listed in this section.

Affirmative steps must include:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

14. Domestic Preferences for Procurements. Per 2 CFR 200.322, as appropriate and to

the extent consistent with law, the City, to the greatest extent practicable under a Federally funded award, provides a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirement of this section includes all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section:

- i. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- ii. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

15. Contract Cost and Price. Per 2 CFR 200.324:

If the cost of the submittal is in excess of \$250,000.00, the City must negotiate profit as a separate element of the submittal’s price. To establish a fair and reasonable profit, the City’s consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

14. Certification Regarding Disclosure of Conflict Of Interest. The undersigned certifies that, to the best of his or her knowledge or belief, that:

“No employee of the contractor, no member of the contractor’s governing board or body, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall participate in any decision relating to this contract which affects his/her personal pecuniary interest.

Executives and employees of contractor shall be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the contract, shall exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the contractor to conduct business with a friend or associate of an executive or employee of the contractor, an elected official in the area or a member of the City of Buda local government, a permanent record of the transaction shall be retained.

Any executive or employee of the contractor, an elected official in the area or a member of the City, shall not solicit or accept money or any other consideration from a third person, for the

performance of an act reimbursed in whole or part by contractor or Department. Supplies, tools, materials, equipment or services purchased with contract funds shall be used solely for purposes allowed under this contract. No member of the City Council shall cast a vote on the provision of services by that member (or any organization which that member represents) or vote on any matter which would provide a direct or indirect financial benefit to the member or any business or organization which the member directly represents”.

No officer, employee or paid consultant of the contractor is a member of the City.

No officer, manager or paid consultant of the contractor is married to a member of the City.

No member of City directly owns, controls or has interest in the contractor.

The contractor has disclosed any interest, fact, or circumstance that does or may present a potential conflict of interest.

No member of the City receives compensation from the contractor for lobbying activities as defined in Chapter 305 of the Texas Government Code.

Should the contractor fail to abide by the foregoing covenants and affirmations regarding conflict of interest, the contractor shall not be entitled to the recovery of any costs or expenses incurred in relation to the contract and shall immediately refund to the City of Buda any fees or expenses that may have been paid under this contract and shall further be liable for any other costs incurred or damages sustained by the City as it relates to this contract.

15. Certification Regarding Fair Business Practices. The undersigned certifies that, to the best of his or her knowledge or belief, that he/she has not been found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year. The submitter further affirms that no officer of the submitter has served as an officer of any company found guilty of unfair business practices in a judicial or state agency administrative during the preceding year.

16. Certification Regarding Equal Employment Opportunity. The undersigned certifies that, to the best of his or her knowledge or belief, that:

If this contract is a “federally assisted construction contract” as defined under [41 CFR Part 60-1.3](#), the following clause is incorporated into the contract:

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at [41 CFR Chapter 60](#), which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this

grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

17. Certification Regarding Prohibited Telecommunications and Video Surveillance Services or Equipment. The undersigned certifies that, to the best of his or her knowledge or belief, that:

This Contract is subject to the Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, for prohibition on certain telecommunications and video surveillance or equipment. Public Law 115-232, Section 889, identifies that restricted telecommunications and video surveillance equipment or services (e.g. phones, internet, video surveillance, cloud servers) include the following:

- Telecommunications equipment that is produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliates of such entities).
- Video surveillance and telecommunications equipment produced by Hytera Communications Corporations, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliates of such entities).
- Telecommunications or video surveillance services used by such entities or using such equipment.
- Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, Director of the National Intelligence, or the Director of the Federal Bureau of Investigation reasonably believes to be an entity owned or controlled by the government of a covered foreign country.

The undersigned hereby certifies that no funds under this Contract will be obligated or expended to procure or obtain telecommunication or video surveillance services or equipment or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system prohibited by 2 CFR §200.216 and §200.471, or applicable provisions in Public Law 115-232 Section 889.

The Contractor hereby certifies that it does comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

18. SAM.GOV. All contractors whose System for Award Management ([SAM.gov](https://sam.gov)) registration is not active or that are debarred, suspended or otherwise excluded from or ineligible for participation on federal assistance programs may not undertake any activity in part or in full under this project. A Contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.