



HORIZON CITY

Incorporated 1988

**AGENDA
PUBLIC MEETING
REGULAR CITY COUNCIL MEETING
THE TOWN OF HORIZON CITY, TEXAS
Tuesday, December 10, 2024, 6:00 PM**

Notice is hereby given that a Regular City Council Meeting of the Town of Horizon City, Texas will be held on **Tuesday, December 10, 2024 at 6:00 PM** at City Council Chambers Room, 15001 Darrington Road, Horizon City, TX 79928, at which time the following will be discussed and considered:

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

CONSENT AGENDA

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

- 3. Approval of Minutes from:** **4**
11/12/24 Regular City Council Meeting.

- 4. Discussion and Action:** **11**
Mayor/CIP Manager
On change order #2 to Del Mar Contracting for \$4,560.00 for the 2024 Street Maintenance Program project (CIP 2024-101).

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

- 6. Approval of Consent Agenda Items:**

REGULAR AGENDA

- 7. Discussion and Action:** **19**
Mayor/CIP Manager
On an update on the Capital Improvement Program.

- 8. Discussion and Action:** **33**
Mayor/CIP Manager
On change order no. 1 to Dantex General Contractors for \$21,776.58 for the Municipal Facilities Phase 1 project (Solicitation 23-101).

- 9. Discussion and Action:** **39**
Mayor/CIP Manager
On TXDOT Transportation Alternatives Set-Aside (TASA) Grant application preparation and submittal for the Howard Lowe Pedestrian Walkway Project.

- 10. Discussion and Action:** **60**
Mayor/CIP Manager
On resolution authorizing the Mayor to negotiate and execute a professional services agreement with Huitt-Zollars for project support on Municipal Facilities Phase 1 project in an amount not to exceed \$105,000.

- 11. Discussion and Action:** **79**
Mayor/CIP Manager

On a resolution that the Mayor be authorized to sign a Service Agreement and Addendum to the agreement for Quote #49139-Q-39587 and related documents for a thirty-six (36) month term with Conterra Ultra Broadband, LLC d/b/a Conterra Networks for internet and telephone services using Region 19 ASC (Allied States Cooperative) for a total cost of \$189,828.

12. Discussion and Action: 81
Mayor/Finance Director

This item was tabled at the 10/8/24 Regular City Council Meeting. That the Mayor be authorized to sign the revised Interlocal Agreement with the City of El Paso for Public Health Services in FY 2025 and the HIPAA Business Associate Agreement on behalf of the Town of Horizon City and that payment in the amount of \$221,749.00 as specified therein is also authorized.

13. Discussion and Action: 106
Mayor/Finance Director

On an Engagement Letter with SBNG for auditing services for fiscal year 2024.

14. Discussion: 115
Mayor/Finance Director

1st Reading of Ordinance No. 0313 Amendment No. 01, An ordinance amending Ordinance No. 0313 of the Town of Horizon City, adopting the municipal budget for the 2024-2025 fiscal year, to allow for the transfer of funds in the 2025 Police Department Budget to the 2025 Executive Officials Budget; and providing for repealer and severability clauses.

15. Discussion and Action: 116
Mayor/Chief Planner

On the **Preliminary and Final Subdivision Plat** application for **Rancho Desierto Bello Unit 17 (Case No. SUC24-0002)** and to authorize the Mayor to sign the recording plat, legally described as A Portion of Leigh Clark Survey No. 297, Town of Horizon City, El Paso County, Texas. Containing 19.647 ± acres. Application submitted by Applicant/Representative: TRE & Associates.

16. Discussion and Action: 131
Mayor/Chief Planner

On the **Final Subdivision Plat** application for **Horizon Crossing Unit 3 (Case No. SUB-002493-2022-1)**, to reaffirm City Council approval of the Final Subdivision Plat and recording plat application and authorizing the Mayor to sign the recording plat legally described as Being a Portion of C.D Stewart Survey No. 321, Town of horizon City, El Paso County, Texas Containing: 19.469 Acres ± .

17. Discussion and Action: 133
Mayor/Chief Planner

On an extension to the subdivision improvement substantial completion date to June 12, 2025, pursuant to Section 4.11.2 Expiration of Final Plat Approval, and to reaffirm City Council approval of **Final Subdivision Plat** application for **Weaver & Kenazo Case No. (SUC23-0002)**, recording plat application and authorizing the Mayor to sign the recording plat legally described as Tract 1-J-1, Section 43, Township 3, Texas & Pacific Railway Survey, Town of Horizon City, El Paso County, Texas. Containing 9.9839 ± acres. Application submitted by Applicant/Representative: CIRE3 Architects.

18. Discussion and Action: 135
Mayor/Chief Planner

On a Resolution authorizing the Mayor to sign an Interlocal Public Service Transit and Contribution Agreement for Fiscal Year 2025 with the El Paso Area Transportation Services, LGC.

19. Discussion and Action: 143
Mayor/EDC Executive Director

On a Third Amendment to the Consultant Agreement with Teresa Quezada d/b/a, Quezada Management Services for Municipal Planning, Transportation Planning, Capital Program and Project Planning and Capital Program and Project Execution Professional Services.

20. Executive Session

The City Council of the Town of Horizon City reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas

Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices,) and 551.087 (Economic Development).

A. .

Mayor/EDC Executive Director

On Economic Development Incentives for Project Shells located in Horizon City, Texas (551.072 and 551.087).

B. .

Mayor/EDC Executive Director

Pending real estate transactions (551.072 and 551.087).

21. Discussion and Action:

151

Mayor/CIP Manager

Update on the ARPA Program.

Adjournment:

Motion to Adjournment: _____ 2nd _____

Dated this Friday, 12/6/24

By: _____

Elvia Schuller, City Clerk

I, the undersigned authority, hereby certify that the above notice of the Regular City Council Meeting of the Town of Horizon City, Texas is a correct copy of this notice, and that I posted this notice at least seventy-two (72) hours preceding the scheduled meeting at the City Hall Bulletin Boards of the Town of Horizon City, Texas on this Friday, 12/6/24 by 5:00 p.m.

Agenda Removed: _____ Time _____ By _____

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

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

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

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

Meeting called to order at 6:00 pm. All City Council Members present. Quorum Established.

2. Open Forum:

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:

10/8/24 Regular City Council Meeting.

4. Discussion and Action:

Mayor/Chief Planner

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

5. Discussion and Action:

Mayor/Chief Planner

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

6. Discussion and Action:

Mayor/Chief Planner

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

7. Discussion and Action:

Mayor/Chief Planner

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

8. Discussion and Action:

Mayor/Chief Planner

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

9. Discussion and Action:

Mayor/Chief Planner

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

10. **Discussion and Action:**

Mayor/Chief Planner

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

11. **Discussion and Action:**

Mayor/Chief Planner

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

12. **Discussion and Action:**

Mayor/Chief Planner

On the reappointment of Jorge Ojeda to the Board of Adjustment as a Regular Member.

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

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

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

REGULAR AGENDA

15. **Discussion and Action:**

Mayor/HR Manager

On authorizing the purchase of Human Resources Onboarding Software from NEOGOV using OMNIA EDU Contract # R191902 for the amount of \$27,671.50. Funds have been allocated in the FY25 Budget.

HR Manager, Elizabeth Acosta and NEOGOV Reps, Sydney Carter & Gary Carey spoke regarding this item.

A motion was made by Councilman Miller and seconded by Councilwoman Randleel to approve the purchase of Human Resources Onboarding Software from NEOGOV using OMNIA EDU Contract # R191902 for the amount of \$27,671.50. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

16. **Discussion and Action:**

Mayor/Chief Vargas

This item was postponed at the 10/8/24 Regular City Council meeting. Regarding a Resolution authorizing the Mayor to sign a subscription agreement with Flock Safety for a city-wide security camera and license plate reader for a term of 2 years and at a cost not to exceed \$32,225.00 for the first year and \$15,000.00 the following year. Funding to be provided in accordance with chapter 59 of the Texas code of criminal procedure.

Police Lieutenant, Kaycee Valdez spoke regarding this item.

A motion was made by Councilman Mendoza and seconded by Councilman Miller to approve the Resolution authorizing the Mayor to sign a subscription agreement with Flock Safety for a city-wide security camera and license plate reader for a term of 2 years and at a cost not to exceed \$32,225.00 for the first year and \$15,000.00 the following year contingent to review and approval by our legal counsel. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

17. **Discussion and Action:**

Mayor/Chief Vargas

On a Resolution authorizing the expenditure of \$47,225.00 in accordance with chapter 59 of the Texas code of criminal procedure.

A motion was made by Councilman Mendoza and seconded by Councilman Miller to approve the Resolution authorizing the expenditure of \$47,225.00 in accordance with chapter 59 of the Texas code of criminal procedure. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

18. **Discussion and Action:**

Mayor/Chief Vargas

This item was postponed at the 10/8/24 Regular City Council meeting. - Approve and authorize the purchase of 3 handheld Motorola radios in the amount of \$22,723.23 under the current Buy Board Purchasing Cooperative 696-23 with MCA Communications which is the only area Motorola Dealer. Ratified purchase already encumbered.

Communications Specialists Manager, Elva Ramos and Communications Specialists Asst. Manager, Irlanda Huerta spoke regarding this item.

A motion was made by Councilman Mendoza and seconded by Councilwoman Urrutia to approve and authorize the purchase of 3 handheld Motorola radios in the amount of \$22,723.23 under the current Buy Board Purchasing Cooperative 696-23 with MCA Communications which is the only area Motorola Dealer. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

19. **Discussion and Action:**

Mayor/Chief Vargas

Approve and authorize the mayor to sign a new contract for information technology services with Net Tech for continued computer services and support in the amount of \$182,368 for 1 year under Region 19 Purchasing Cooperative Vendor #22-7429.

Information Technology Support Specialist, Josue Mendoza spoke regarding this item.

A motion was made by Councilman Miller and seconded by Councilman Mendoza to approve and authorize the mayor to sign a new contract for information technology services with Net Tech for continued computer services and support in the amount of \$182,368 for 1 year under Region 19 Purchasing Cooperative Vendor #22-7429. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

20. **Discussion and Action:**

Mayor/CIP Manager

On an update on the Capital Improvement Program.

CIP Manager, Terry Quezada spoke regarding this item.

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

Item #21 was taken after Council returned to open session after Executive Session and prior to taking action on item #34A.

21. **Discussion and Action:**

Mayor/CIP Manager

Update on the ARPA Program.

CIP Manager, Terry Quezada spoke regarding this item.

A motion was made by Councilman Miller and seconded by Councilwoman Urrutia to direct staff to 1. Use available ARPA funds for property acquisition 2. Research and if available, utilize TIRZ funds to complete the air quality analysis for the transit plaza, the Horizon/Socorro circulator route and the Horizon/UTEP express route and 3. That staff use other funding sources for the purchase of FF&E for the municipal facilities building. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

22. Discussion and Action:

Mayor/CIP Manager

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

CIP Manager, Terry Quezada spoke regarding this item.

A motion was made by Councilman Mendoza and seconded by Councilman Padilla to approve change order #1 to Del Mar Contracting \$22,171.00 for the 2024 Street Maintenance Program project (CIP 2024-101). The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

23. Discussion and Action:

Mayor/Finance Director

That the Mayor be authorized to execute a revised Interlocal Service Agreement with the City of El Paso for animal services on behalf of Horizon City. Compensation for services provided by the City of El Paso will be as described on Schedule "C" attached hereto and incorporated herein. The initial term of the Agreement is September 1, 2024 through August 31, 2025 and will automatically renew each year with adjusted annual compensation.

Finance Director, Lily Gaytan spoke regarding this item.

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

24. Discussion and Action:

Mayor

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

Mayor, Andres Renteria spoke regarding this item.

A motion was made by Councilman Padilla and seconded by Councilwoman Randleel to approve casting all 41 Allocated Votes entitled to the Town of Horizon City for Alderman Walter Miller to the El Paso Central Appraisal District Board of Directors for 2024-2026. The CITY CLERK polled the Council: MILLER – Abstain; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

25. Discussion and Action:

Mayor/Chief Planner

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

Chief Planner, Art Rubio spoke regarding this item.

A motion was made by Councilman Padilla and seconded by Councilwoman Randleel to accept the traffic signalization improvements as constructed on Darrington & Claret Cup Pl. for maintenance and to accept the required maintenance bond and to release the performance bond. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

26. Discussion and Action:

Mayor/Chief Planner

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

Chief Planner, Art Rubio spoke regarding this item.

A motion was made by Councilman Padilla and seconded by Councilman Mendoza to accept the roadway and drainage improvements as constructed with the Horizon Town Center U-4 subdivision for maintenance and to accept the required maintenance bond and to release the performance bond. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

27. Discussion and Action:

Mayor/Chief Planner

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

Chief Planner, Art Rubio spoke regarding this item.

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

28. PUBLIC HEARING:

Mayor/EDC Asst. Director

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

EDC Asst. Director, Rafael Arrellano spoke regarding this item. No one from the public spoke.

29. Discussion and Action:

Mayor/EDC Asst. Director

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

A motion was made by Councilman Padilla and seconded by Councilman Quiroz to approve the ordinance approving a 100% exemption from ad valorem property taxes for qualifying child-care facility properties located within the town of horizon city. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

Items #30 and #31 were taken together.

30. Discussion and Action:

Mayor/EDC Executive Director

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

31. Discussion and Action:

Mayor/EDC Executive Director

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

EDC Executive Director, Eduardo Garcia spoke regarding items #30 and #31.

A motion was made by Councilman Padilla and seconded by Councilwoman Urrutia to approve the Resolution exercising the Town of Horizon City's option to extend the Parks and Grounds Maintenance Contract between the City and Abescape Landscaping, LLC for an additional term of one year expiring on December 31, 2025 and to approve the Resolution authorizing the Mayor to sign a Third Amendment to the Parks and Grounds Maintenance Contract between the Town of Horizon City, Texas and Abescape Landscaping, LLC for additional services. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

32. Discussion and Action:

Mayor/EDC Executive Director

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

EDC Executive Director, Eduardo Garcia spoke regarding this item.

A motion was made by Councilman Padilla and seconded by Councilwoman Urrutia to approve amending the right of first offer signed on January 9, 2024, between Horizon Oxbow Development LLC and Town of Horizon City Economic Development Corporation Type 4B to authorize the Executive Director to obligate up to \$80,000 for the construction and development of new office space. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

33. Discussion and Action:

Mayor/EDC Executive Director

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

EDC Executive Director, Eduardo Garcia spoke regarding this item.

A motion was made by Councilman Mendoza and seconded by Councilman Padilla to approve the Resolution authorizing the Mayor to sign the Letter of Agreement for Professional Surveying Services between the Town of Horizon City, Texas and Brock & Bustillos Inc, in an amount not to exceed \$38,175.00. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

A motion was made by Councilman Miller and seconded by Councilwoman Randleel to adjourn into Executive Session at **7:31 PM**. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

34. **Executive Session**

The City Council of the Town of Horizon City reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices,) and 551.087 (Economic Development).

34A. Mayor/EDC Executive Director

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

The Mayor and Council Reconvened into Open Session at 7:59 PM.

The following action was taken on Item #34A in Open Session:

A motion was made by Councilman Mendoza and seconded by Councilwoman Urrutia to authorize the Mayor and the Executive Director of the EDC to negotiate for the purchase of the real estate discussed in Closed Session in accordance with the terms discussed and that they be authorized to sign the contract to purchase said property when negotiations are completed. . The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed

ADJOURNMENT

A motion was made by Councilman Mendoza and seconded by Councilman Miller to adjourn at 8:13 PM.

Approved this ____ day of _____, 20__.

Attest:

Elvia Schuller, City Clerk

Andres Renteria, Mayor



TOWN OF HORIZON CITY



Date: December 4, 2024

To: Honorable Mayor and Members of City Council

From: Teresa Quezada, CIP Manager

Teresa Quezada
12/4/2024

SUBJECT: Discussion and Action: On change order #2 to Del Mar Contracting \$4,560.00 for the 2024 Street Maintenance Program project (CIP 2024-101).

Change Order No. 2 to the construction contract with Del Mar Contracting adds \$4,560.00 for additional curb and gutter that was identified as damaged on McMahan in front of the HRMUD water tower near Breaux Street during onsite visits. This amount was requested by the contractor and reviewed and recommended by Huitt Zollars as the design consultant and construction manager on this project. The removal and replacement of the curb gutter is priced at unit bid cost in the contract and accounts for the additional 95 LF of work.

The **total contract** amount after this change is **\$1,174,775.60**, and total change orders represent a **2.32% increase** to the original contract amount of \$1,148,044.60. No additional days are required to complete the work proposed in this change order.

The funding source for the project and this change order is the Street Maintenance fund.

Staff recommends approval.

Attachment: Change Order Form



CHANGE ORDER NO. 2

Page 1 of 1

PROJECT: 2024 Street Maintenance Program

DATE OF ISSUANCE: December 10, 2024

OWNER: TOWN OF HORIZON CITY
14999 Darrington Rd.
Horizon City, Texas 79928

EFFECTIVE DATE: **December 10, 2024**

OWNER'S BID NO. CIP 2024-101

CONTRACTOR: Del Mar Contracting
3550 Lee Blvd.
El Paso, TX 79936

ENGINEER: Roxanna Medina, PE, PTOE
Huitt-Zollars, Inc.
5822 Cromo, Suite 210
El Paso, Tx 79912

CONTRACT FOR: *Milling, Overlay, and base repair for Kenazo, Biglon and McMahon*

ENGINEER'S PROJECT NO: R312330.07

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGE TO THE CONTRACT DOCUMENTS:

Item No. 1: Additional 95 linear feet of curb and gutter – (\$4,560.00; 0 impact to contract time)

PURPOSE OF CHANGE ORDER:

Item No. 1. The Contractor has identified a section of damaged curb and gutter on McMahon in front of the HRMUD water tower near Breaux Street, when they were milling and paving that portion of McMahon. HZ researched the damaged section and the area was not damaged during the preparation of plans or during the final walk through of Breaux. The damaged curb and gutter was discussed with the Town of Horizon City Public Work Director and it was determined that the curb and gutter should be removed and replaced to prevent moisture from getting under the new pavement and protect the roadway's base course. The work will be under the unit price cost for the contract.

Bid Item #22 Remove and Replace Curb and Gutter— additional 95 LF @ \$48.00/LF= \$4,560.00

ATTACHMENTS:

- A-Contractor Cost Proposal
- B-Photos of the damaged area

CHANGE ORDER NO. 2

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

<p align="center">CHANGE IN CONTRACT PRICE:</p>	<p align="center">CHANGE IN CONTRACT TIME</p>
<p>ORIGINAL PRICE:</p> <p align="center">\$ 1,148,044.60</p>	<p>ORIGINAL CONTRACT TIME</p> <p>MILESTONES: CONTRACT TIME: <i>Substantial Completion: 150 Days Due Date: January 13, 2025</i> <i>Final Completion: 180 Days Due Date: February 13, 2025</i></p>
<p>CONTRACT PRICE PRIOR TO THIS CHANGE ORDER</p> <p align="center">\$ 1,170,215.60</p>	<p>CONTRACT TIME PRIOR TO THIS CHANGE ORDER</p> <p>MILESTONES: CONTRACT TIME: <i>Substantial Completion: 150 Days Due Date: January 13, 2025</i> <i>Final Completion: 180 Days Due Date: February 13, 2025</i></p>
<p>NET INCREASE/DECREASE OF THIS CHANGE ORDER</p> <p align="center">\$ 4,560</p>	<p>NET INCREASE/DECREASE OF THIS CHANGE ORDER</p> <p>MILESTONES: CONTRACT TIME: <i>Substantial Completion: 0 Days</i> <i>Final Completion: 0 Days</i></p>
<p>CONTRACT PRICE WITH ALL APPROVED CHANGE ORDERS</p> <p align="center">\$ 1,174,775.60</p>	<p>CONTRACT TIME WITH ALL APPROVED CHANGE ORDERS</p> <p>MILESTONES: CONTRACT TIME: <i>Substantial Completion: 150 Days Due Date: January 13, 2025</i> <i>Final Completion: 180 Days Due Date: February, 13, 2025</i></p>

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

ACCEPTED:

By _____
 Contractor: Del Mar Contracting

Date _____

RECOMMENDED:

By _____
 Engineer: Roxanna Medina, PE

Date _____

REVIEWED:

By _____
 Eduardo Garcia,– Interim Director of Planning

Date _____

APPROVED:

By _____
 Andres Renteria, Mayor

Date _____



ENGINEER’S COST SUMMARY AND CLASSIFICATION OF SOURCE OF CHANGE

Design Engineer: Roxanna Medina, PE-Huitt-Zollars, Inc.
 Change Order #: 2
 Project: 2024 Street Maintenance Program at S. Kenazo Ave (Between Horizon Blvd & Eastlake Blvd), N. Kenazo Ave (Between Northport Ct & Horizon Blvd), McMahon Ave-Westbound Lane (Between Breaux Sr & Antwerp Rd), and Biglon Pl (Between Horizon Blvd & McMahon Ave)
 Contractor: Del Mar Contracting
 Owner Bid No.: CIP 2024-101
 Total Impact to Cost: \$ 4,560
 Total Impact to Time: 0 Days
 Date: 12/10/2024

Item No. 1	Additional 95 linear feet of curb and gutter
<i>Classification</i>	Unforeseen Site Conditions
<i>Impact to Cost</i>	\$4,560
<i>Impact to Time</i>	0 Days
<i>Justification</i>	See Change Order Narrative for Item No. 1
<i>Cost Summary</i>	Unit Bid Prices

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

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

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

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

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



WORK CHANGE DIRECTIVE NO. 2

PROJECT:	<u>2024 Street Maintenance Program</u>	DATE OF ISSUANCE: 11/18/24
OWNER:	TOWN OF HORIZON CITY 14999 Darrington Rd. El Paso, Texas 79928	EFFECTIVE DATE: 11/18/24
CONTRACTOR:	<u>Del Mar Contracting</u> <u>3550 Lee Blvd.</u> El Paso, TX 79936	OWNER'S BID NO. 2024-101
		ENGINEER: <u>Oscar Ortega, PE, PTOE</u> (EOR) <u>Roxanna Medina, PE, PTOE</u> , (CM & RPR)
CONTRACT FOR:	<u>Milling, Overlay, and base repair for Kenazo, Biglon and McMahon</u>	ENGINEER'S PROJECT NO. R312330.07

CONTRACTOR is directed to proceed promptly with the following change(s):

Item No. 1: **Additional 95 linear feet of curb and gutter**— (\$4,560.00; 0 impact to contract time)
Bid Item #22 Remove and Replace Curb and Gutter— additional 95 LF @ \$48.00/LF= \$4,560.00

Description and Justification:

Item No. 1. **The Contractor has identified a section of damaged curb and gutter on McMahon in front of the HRMUD water tower near Breaux Street. HZ researched the damaged section and the area was not damaged during the preparation of plans or during the final walk through of Breaux. The work will be done under the unit prices for the contract.**

Attachments:

- A-Contractor Cost Proposal
- B-Photos of the damaged area

[CONTINUED ON NEXT PAGE...]



If a claim is made that the above change(s) have affected Contract Price or Contract Time, any claim for a Change Order based thereon will involve one of the following methods of determining the effect of the change(s).

Estimated change in Contract Price and Contract Times (non-binding, preliminary)

Contract Price: \$4,560 [increase] [~~decrease~~]
Percent Change: 0.40% (cannot exceed 5% of original contract price)
Contract Time: None [~~increase~~] [~~decrease~~]

Method for determining Change in Contract Price:

- Time and Materials
- Unit Prices
- Cost of the Work
- Other:

Method for determining Change in Contract Time:

- Contractor's records
- Engineer's records
- Other:

Purpose of Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: [check one or both, if applicable]

- Non-agreement on pricing of proposed change
- Necessity to proceed for schedule or other Project reasons

PURSUANT TO ARTICLES FOUND IN THE GENERAL CONDITIONS AND SUPPLEMENTAL CONDITIONS OF THE CONTRACT DOCUMENTS, ALL PARTIES AGREE TO THE ISSUANCE OF THIS WORK CHANGE DIRECTIVE.

RECOMMENDED:

AUTHORIZED:

Roxanna R. Medina, PE
Engineer or CM & RPR – Roxanna Medina, PE

Owner Project Manager-Albert Valle, CFM

11/18/24
Date

Date

RECEIVED:

Gilberto Guzman - Project Manager
Contractor – Del Mar Contracting

11/20/2024
Date



3550 Lee Blvd. El Paso, TX 79936 - Tel (915) 260-5707 - Fax (915) 345-1032

11/4/2024

CHANGE ORDER # 02

TO: TOWN OF HORIZON CITY

RE: 2024 STREET MAINTENANCE PROGRAM

SCOPE OF WORK

Item 22- Remove and Replace Curb & Gutter	\$	4,560.00
95 LF @ \$48.00		

CHANGE ORDER No 02 TOTAL ADD	\$	4,560.00
-------------------------------------	-----------	-----------------

This is written authorization to proceed with proposal and commence work.

Please sign and send back. **Work will not begin until we have written authorization to proceed.**

Should you have any questions please do not hesitate to contact our office.

APPROVED BY: **(PRINT)**

APPROVED BY: **(SIGN)**

Date

Gilberto Guzman

DEL MAR CONTRACTING, INC.
APPROVED BY: **(PRINT)**

Gilberto Guzman

DEL MAR CONTRACTING, INC.
APPROVED BY: **(SIGN)**

11/4/2024

DATE



Town of Horizon City Capital Improvement Program

December 10, 2024
Council Meeting

Municipal Facilities Phase 1

- Going vertical
 - Work on CMU walls scheduled for next 2 weeks
 - Electrical, plumbing and mechanical rough in work scheduled
- Site work continues
- Change Order #1 for wage rate reconciliation on today's agenda for Council consideration
- Pending change order for bullet proof doors and frames

Municipal Facilities Phase 1

- Coordinating with utilities:
 - TGS
 - HRMUD
 - Conterra
- Contractor is coordinating with Darrington Reconstruction project manager
- Project currently on schedule

Municipal Facilities Phase 1



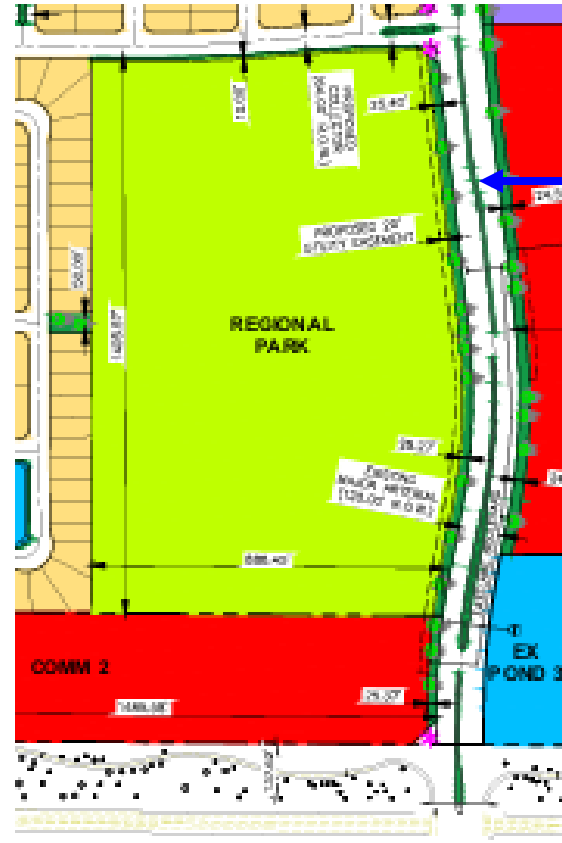
22



Images taken on December 4 & 5, 2024

New Regional Park

- Coordinating for appraisal of property



Eastlake Blvd.

Horizon Blvd.

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

Street Maintenance Fund

2023-2024 Street Maintenance Program

- Notice to Proceed – August 12, 2024
- Council to consider change order for additional curb and gutter.
- Closing out project.

Federally- & State-Funded Project Updates

N. Darrington Reconstruction - Funding

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

N. Darrington/Horizon Blvd. Reconstruction

- Darrington Rd. Phase 1 began on November 4, 2024, with demolition of existing sidewalks, curbs, ramps and median
- Storm drainage installation to begin at Homestead – working through utility conflicts
- Pond excavation continues
- Horizon Blvd. – Phase 2
 - Preparing signal foundations at The Smith intersection

Rodman Shared Use Path (SUP)

- Project under design – 100% complete and under review
- Programmed for bidding and award in Spring 2025



TIRZ/TOD Update

Dilley, Delake and Transit Plaza

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

Town of Horizon City Capital Improvement Program

December 10, 2024
Council Meeting



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: December 5, 2024
To: Honorable Mayor and Members of City Council
From: Teresa Quezada, CIP Manager
SUBJECT: Discussion and Action: On change order no. 1 to Dantex General Contractors for \$21,776.58 for the Municipal Facilities Phase 1 project (Solicitation 23-101)

*Teresa Quezada
12/5/24*

Change Order No. 1 to the construction contract with Dantex General Contractors adds \$21,776.58 to account for the revised wage scale for electrical work on the project. The original RFP indicated that county wage rates were to be used for the project and contract. However, upon further research, the City clarified that the Davis Bacon Wage rates were to be used. The amount of this change order reflects the revised wage rates for electricians on the project. This amount was requested by the contractor and reviewed and recommended by Exigo, as the design consultant and construction manager on this project. This change order does not modify the contract time for project duration.

The **total contract** amount after this change is **\$9,092,218.58** and represents a **0.24% increase** to the original contract amount of \$9,070,442.00.

The funding source for the project and this change order is the 2023 Certificates of Obligation, and the project budget is adequate to cover this change order.

Staff recommends approval.

Attachment: Change Order Form

Dantex General Contractors

CHANGE ORDER REQUEST NO. 01

4727 Osborne
El Paso, Texas 79922

Phone: (915) 584-9300
Fax: (915) 833-0253

TITLE: Revised Electrician Prevailing Wages Rates

DATE: 10/01/24

PROJECT: CSP 23-038 Project No. 22.513D

DX JOB: 1322

TO: EXIGO
211 N. Florance, Suite 204
El Paso, Texas 79901
Phone: (915) 533-0323

DESCRIPTION OF PROPOSAL:

Additional cost associated with revised prevailing wages for ELECTRICIANS.
Original Project RFP indicated to use "General Decision Number: TX20240245 01/12/2024", subsequent adjustments were made via "Addendum #1" line item i "county wages to be honored".
RFI #01 was issued for clarification with direction to use "General Decision Number: TX20240245 04/05/24" that includes an increase for the Electrical workers of \$0.75 base rate plus fringes.

Item	Description	Unit Measure	Unit Cost	Quantity	Material	Labor	Net Amount
------	-------------	--------------	-----------	----------	----------	-------	------------

001	Revised Wage Scale for Electrical					\$ 19,490.36	\$19,490.36
	New Electrician Wages \$25.50 + Fringes						
	60% 1st year						
	Apprentice						
	70% 2nd year						
	Apprentice						
	80% 3rd year						
	Apprentice						

subtotal \$19,490.36

004	General Liability	LS	0.2800%	1			\$54.57
005	Builders Risk	LS	0.4500%	1			\$87.71
006	P & P Bond	LS	1.0000%	1			\$194.90

Subtotal \$337.18

Description	Percent	Amount
Overhead & Profit	10%	\$1,949.04
Sales Tax	N/A	
Total Cost		\$21,776.58

By: Hector Olave
Hector Olave / Dantex General Contractors

By: [Signature]

Date: 10/15/2024

Date: 12.04.2024

CHANGE ORDER NO. 1

PROJECT: *Horizon City Municipal Facilities Phase I* **DATE OF ISSUANCE:** October 1, 2024
OWNER: TOWN OF HORIZON CITY **EFFECTIVE DATE:** **December 3, 2024 OWNER'**
14999 Darrington Rd.
Horizon City, Texas 79928 **BID NO.** CSP 23-038 Project No. 22.513D
CONTRACTOR: *Dantex General Contractors*
4727 Osborne **ARCHITECT:** Eugenio Mesta, AIA
El Paso, TX 79922 Exigo Architects
211 N. Florence Ste. A
El Paso, Tx 79912
CONTRACT FOR: *New Municipal Facilities for the City of Horizon* **ARCHITECT'S PROJECT NO:** 20201600

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGE TO THE CONTRACT DOCUMENTS:

Item No. 1: *Wage Rate Increase* - (\$21,776.58; 0 impact to contract time)

PURPOSE OF CHANGE ORDER:

Item No. 1. The Contractor has made a claim for additional cost associated with revised prevailing wages for electricians. The Original Project RFP indicated to use the "General Decision Number: TX20240245-01/12/2024, adjustments were made thru an Addendum 001 for "county wages to be honored". Clarification to use the "General Decision Number: TX20240245-04/05/24 which reflected the increase for Electrician workers of %0.75 base rate plus fringes. See attached.

CHANGE ORDER NO. 1

PROJECT: *Horizon City Municipal Facilities Phase I*

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME
ORIGINAL PRICE: <p style="text-align: center;">\$ 9,070,442.00</p>	ORIGINAL CONTRACT TIME MILESTONES: CONTRACT TIME: <i>Substantial Completion: 455 Days Due Date: November 9, 2025</i> <i>Final Completion: 485 Days Due Date: December 9, 2025</i>
CONTRACT PRICE PRIOR TO THIS CHANGE ORDER <p style="text-align: center;">\$ 9,070,442.00</p>	CONTRACT TIME PRIOR TO THIS CHANGE ORDER MILESTONES: CONTRACT TIME: <i>Substantial Completion: 455 Days Due Date: November 9, 2025</i> <i>Final Completion: 485 Days Due Date: December 9, 2025</i>
NET INCREASE/DECREASE OF THIS CHANGE ORDER <p style="text-align: center;">\$ 21,776.58</p>	NET INCREASE/DECREASE OF THIS CHANGE ORDER MILESTONES: CONTRACT TIME: <i>Substantial Completion: 0 Days</i> <i>Final Completion: 0 Days</i>
CONTRACT PRICE WITH ALL APPROVED CHANGE ORDERS <p style="text-align: center;">\$ 9,092,218.58</p>	CONTRACT TIME WITH ALL APPROVED CHANGE ORDERS MILESTONES: CONTRACT TIME: <i>Substantial Completion: 455 Days Due Date: November 9, 2025</i> <i>Final Completion: 485 Days Due Date: December 9, 2025</i>

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

ACCEPTED:

By _____
Contractor: Dantex General Contractors

Date _____

REVIEWED:

By _____
Eduardo Garcia, - Interim Director of Planning

Date _____

RECOMMENDED:

By  _____
Exigo: Jesus Ortega PM

Date 12.04.2024

APPROVED:

By _____
Andres Renteria, Mayor

Date _____

ARCHITECT'S COST SUMMARY AND CLASSIFICATION OF SOURCE OF CHANGE

Design Architect : Eugenio Mesta, AIA, Exigo Architects
 Change Order #: 1
 Project: Horizon City Municipal Facilities – Phase I
 Contractor: Dantex General Contractors
 Owner Bid No.: CSP 23-038 Project No. 22.513D
 Total Impact to Cost: \$ 21,776.58
 Total Impact to Time: 0 Days
 Date: 12/3/2024

Item No. 1	Wage Rate Increase
<i>Classification</i>	Wage Scale: Electricians
<i>Impact to Cost</i>	\$21,776.58
<i>Impact to Time</i>	0 Days
<i>Justification</i>	See Change Order Narrative for Item No. 1
<i>Cost Summary</i>	Bid Wages

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

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

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

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

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

Item	Description	Unit Measure	Unit Cost	Quantity	Material	Labor	Net Amount
------	-------------	--------------	-----------	----------	----------	-------	------------

001	Revised Wage Scale for Electrical					\$ 19,490.36	\$19,490.36
-----	--	--	--	--	--	--------------	-------------

New Electrician Wages \$25.50 + Fringes

60% 1st year

Apprentice

70% 2nd year

Apprentice

80% 3rd year

Apprentice

subtotal	\$19,490.36
----------	-------------

004	General Liability	LS	0.2800%	1			\$54.57
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005	Builders Risk	LS	0.4500%	1			\$87.71
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006	P & P Bond	LS	1.0000%	1			\$194.90
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Subtotal	\$337.18
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Description	Percent	Amount
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Overhead & Profit	10%	\$1,949.04
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Sales Tax	N/A	
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Total Cost		\$21,776.58
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Howard Lowe Drive

TXDOT Transportation Alternatives Set-Aside Funding
City Council Meeting
December 10, 2024

Howard Lowe

9/21/2020

Google Maps

Google Maps Howard Lowe Rd.



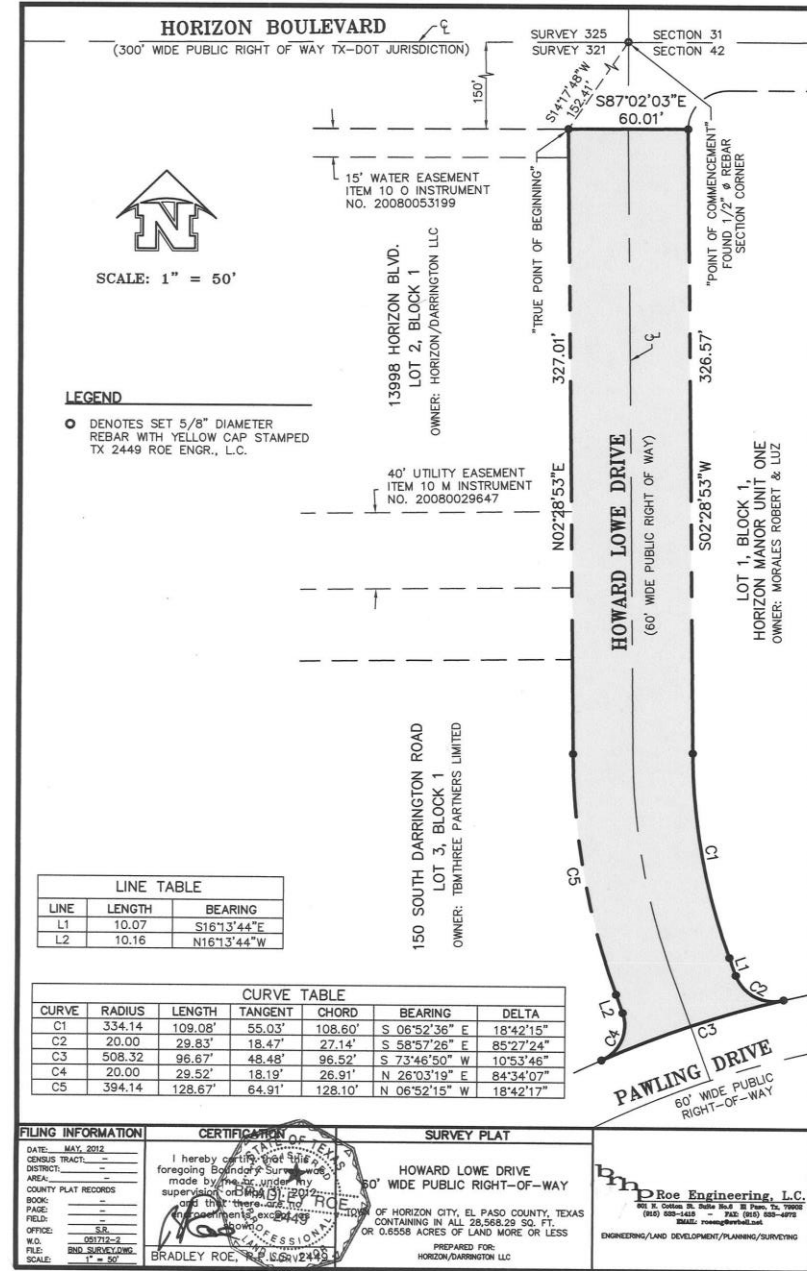
Imagery ©2020 Maxar Technologies, NMRGIS, U.S. Geological Survey, Map data ©2020 100 R

Howard Lowe Drive at Horizon Blvd.

- Unimproved
- No longer an access point to Horizon Blvd. after Council determination in January 2021
- No longer an access point at Pawling after improvements to Pawling Dr.

Howard Lowe Dr. – Existing Conditions

- Unimproved ROW
- 60 feet ROW width
- No properties front on the roadway
- Partially owned by GLO

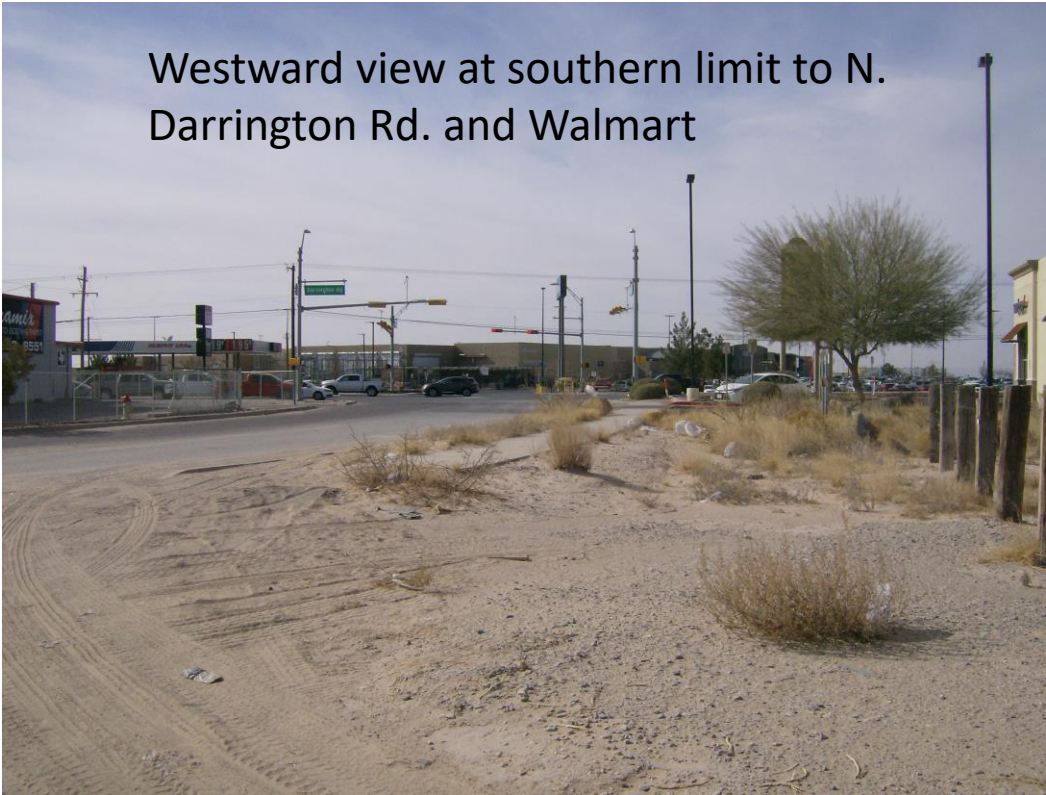


Howard Lowe Drive – Existing Conditions



Northward view – to Horizon Blvd.

Howard Lowe Drive – Existing Conditions



Howard Lowe Drive Options

- Pedestrian Corridor
 - Provides access to future Transit Oriented Development (TOD) north of Horizon Blvd.
 - Potential for food truck area
 - Requires vacation to vehicular traffic, but not complete vacation
 - Reduces access to Horizon Blvd.
- Connection to TOD – may require a pedestrian bridge

Iowa City Pedestrian Mall



Iowa City Pedestrian Mall

- Concepts presented in 2014
- Engineering firm hired in November 2016
- Planning in 2017
- Construction reported almost complete in October 2019
- \$8 million project

Winchester, VA Pedestrian Mall



Winchester, VA Pedestrian Mall

- Developed as part of an effort to revitalize downtown
- \$7.5-million project
- Scope included renewing all existing underground public utilities and infrastructure; updating streetscape to support commercial and residential developments on the mall
- Located in historic area

Boulder, CO – Pearl Street Pedestrian Mall



TASA funding

- Current call for projects - \$250 million available in FY 2027-2029
- Project categories include
 - Community based projects – preliminary engineering and construction up to \$5 million per project
 - Large Scale projects – preliminary engineering and construction from \$5 million to \$25 million per project
- Project requirements
 - Related to bicycle, pedestrian, and/or micromobility
 - Serving transportation and not recreation goals
 - Having a direct relationship to the surface transportation system
 - Benefiting the general public

TxDOT 2025 TA Call for Projects: *2-Step Application Process*

Step 1

Project Sponsors submit Preliminary Applications (PA)

**Preliminary Application
(All Projects)**

- TxDOT eligibility review
- TxDOT District meeting with eligible project sponsors

Step 2

Project Sponsors submit different Detailed Applications (DA) depending on Funding Opportunity

Community-based

- Standard Detailed Application

Large Scale

- Standard Detailed Application
- Supplemental Narrative

Network Enhancements

- Modified Detailed Application

Non-Infrastructure

- Modified Detailed Application

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TxDOT's 2025 TA Call for Projects Schedule (tentative)

- October – December 2024 – Get the word out
- January 2025 – Call for Projects opens
- February 2025 – Preliminary Applications due
- June 2025 – Detailed Applications due
- October 2025 – Anticipated Commission award



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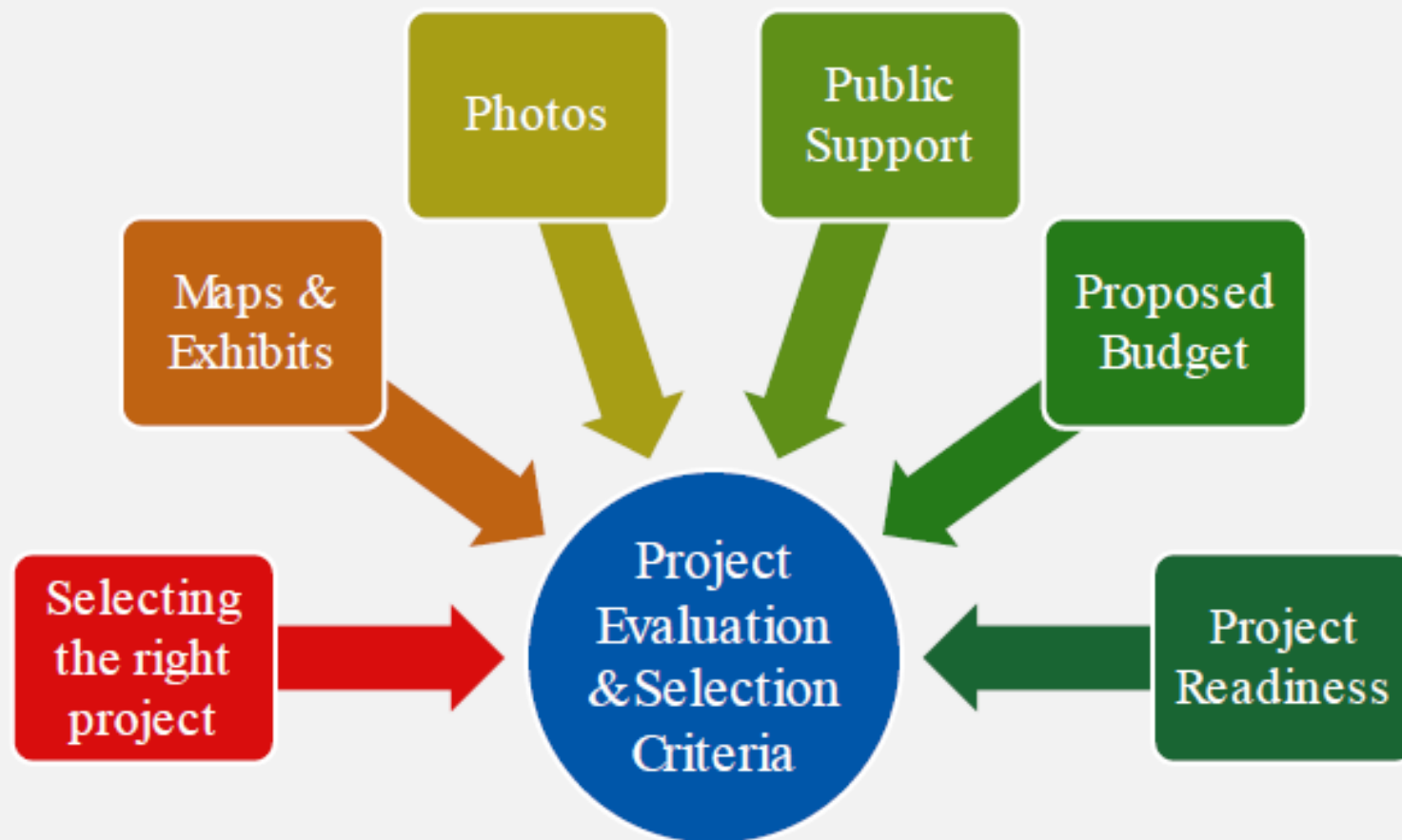
TxDOT's 2025 TA Call for Projects

- Open to all areas of the state regardless of size
- **Up to \$250M to be made available**
- Includes large projects, quick-turnaround improvements, and non-infrastructure awards

Opportunity for Transportation Development Credits (TDCs)

- In Economically Disadvantaged Counties such as El Paso, communities are eligible for TDCs
- TDCs cover the match for selected projects.

All parts of the application tell the story



DRAFT TxDOT's TA Program Focus Areas

Project sponsors are strongly encouraged to submit projects that:

- Integrate and improve access to **public transportation** by investing in bicycling, wheelchair, and walking access. Specifically, improvements to integrate **multiple transportation modes** such as transit stops, carsharing, bikesharing, micromobility, or other shared-mobility services.
- Improve **safety, access, or mobility** for people of **all ages and abilities**, especially on-system improvements (within TxDOT right-of-way) in support of TxDOT's Americans with Disabilities Act (ADA), **TxDOT's Pedestrian Safety Action Plan**, and other safety initiatives. 56
- Enhance bicycle and pedestrian access and safety to **school-related destinations enabling and encouraging** children, including those with disabilities, to walk and bicycle to school activities.
- Construct segments identified as part of **Texas Bicycle Tourism Trails** network or implement a locally-preferred alternate route.

A good application is supported by backup documentation

OLD DETAILED APPLICATION

Description | Details | **SAFETY** | Connectivity & Accessibility | Community Support & Planning | Complexity | Project Timeline

SAFETY

16. Identified bicycle and/or pedestrian safety hazards and countermeasures
 Check all of the safety hazards located within the project limits. Next to each checked safety hazard, state the proposed countermeasure(s) address. Provide additional information about proposed countermeasures and photos of safety hazards as an attachment: **Attachment C.**
 Clearly identify these features on **Map 1-Safety** include in **Attachment C.**

Safety Hazards and Countermeasures

<input type="checkbox"/> High roadway speed (45 mph or greater)	
<input type="checkbox"/> Hazardous intersection/conflict point	
<input type="checkbox"/> Uncontrolled intersection/crossing	
<input type="checkbox"/> Lack of bike/ped infrastructure	
<input type="checkbox"/> High motor vehicle traffic volume	
<input type="checkbox"/> On-street parking	
<input type="checkbox"/> Wide roadway crossing (4 or more lanes)	
<input type="checkbox"/> Lack of lighting	
<input type="checkbox"/> Other	

17. Bicycle and/or pedestrian infrastructure elements
 Which of the following features are part of the proposed project? Check all that apply.
 Clearly identify these features on: **Map 1-Safety.**

<input type="checkbox"/> closes a gap in bicycle or pedestrian network	<input type="checkbox"/> features traffic markings/signage	<input type="checkbox"/> new bicycle &/or pedestrian infrastructure
<input type="checkbox"/> features new traffic signalization*	<input type="checkbox"/> improves railroad/highway/water crossing	<input type="checkbox"/> includes a vertical separation element (e.g. curb, flexible delineator, bollards)
<input type="checkbox"/> features traffic calming elements	<input type="checkbox"/> facility is offset from road (>5')	*Documentation of signal warrants must be included in Attachment C.
<input type="checkbox"/> features safety lighting	<input type="checkbox"/> Provides facilities for bicyclists separate from facilities for pedestrians	

- TxDOT TA Detailed Applications require applicants to attach additional files (e.g. maps, lists, tables, etc).

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- Failure to attach these files makes projects less competitive

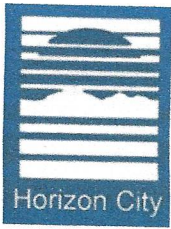
Developing the grant application

- Contract with CRRMA
- CRRMA's team of consultants can develop the application with guidance from City CIP team

Howard Lowe Drive

TXDOT Transportation Alternatives Set-Aside Funding
City Council Meeting

December 10, 2024



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: December 5, 2024
To: Honorable Mayor and Members of City Council
From: Teresa Quezada, CIP Manager *Teresa Quezada
12/5/24*
SUBJECT: **Discussion and Action: On a resolution authorizing the Mayor to negotiate and execute a professional services agreement with Huitt-Zollars for project support on Municipal Facilities Phase 1 project in an amount not to exceed \$105,000**

This resolution authorizes the Mayor to negotiate and execute a professional services agreement for project support for the Municipal Facilities Phase 1 project for an amount not to exceed \$105,000 with Huitt Zollars. As the Town Engineer, Huitt Zollars provides engineering support to the Town's staff and consultants throughout project construction. The agreement is based on a time and materials contract and only actual hours spent on the project will be charged to the City.

The cost for this agreement is part of the 2023 Certificates of Obligation funding and is included in the project budget.

Staff recommends approval.

Memorandum

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

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

Subject: Municipal Facilities-Phase I—Construction Support Services

Date: April 20, 2024

Huitt-Zollars is submitting fee proposal for the Town’s consideration for the Municipal Facilities-Phase I—Construction Support Services.

Scope of Services

- Project Management
- Attend Pre-Construction Meeting
- Coordinate with Consultant to provide information for project
- Attend Construction Progress Mgt (Virtual Mgt.) (Bi weekly)
- Provide support to City on Construction issues
 - Coordinate with Subject matter experts regarding to assist in resolving construction issues
- Make Periodic Site Visits to monitor Construction
 - Site Visits for Field Meetings to discuss Construction Issues

Deliverables

Deliverables consist of documentation as required for tasks performed.

Schedule

Upon the Town’s authorization to proceed, Huitt-Zollars will perform the tasks as outlined in the Scope of Services. Huitt-Zollars will follow the Contractor’s construction schedule.

Compensation

Huitt-Zollars fee of **\$100,955** is for Engineering and Review **Services (Hourly)**. Detailed breakdowns of the fees are enclosed for your review.

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

EXHIBIT A

**Town of Horizon City
Municipal Facilities-Phase I--Construction Support
HUITT-ZOLLARS, INC.**

Man Hour Estimate

20-Apr-24

Task	Principal	Sr. Proj. Mgr/ Sr. Civil Eng.	Architect	Structural Engineer	Electrical Engineer	Engineer Intern	Admin. Ass't.	Totals
	\$275.00	\$240.00	\$175.00	\$225.00	\$225.00	\$115.00	\$100.00	
Project Management	2	60					4	66
Attend Pre-Construction Meeting		3	2					5
Coordinate with Consultant to provide information for project	2	24	12	12	12	12		74
Attend Construction Progress Mgt (Virtual Mgt.) (Bi weekly)		40	12	12	12	12		88
Provide support to City on Construction issues	2	40						42
Coordinate with Subject matter experts regarding to assist in resolving construction issues		32	12	12	12	12		80
Make Periodic Site Visits to monitor Construction		40						40
Site Visits for Field Meetings to discuss Construction Issues		40	32					72
								0
Subtotals	6	279	70	36	36	36	4	467
	\$1,650.00	\$66,960.00	\$12,250.00	\$8,100.00	\$8,100.00	\$4,140.00	\$400.00	\$ 99,950

Direct Expenses

Mileage (1500 miles @ \$0.67/mile)

\$ 1,005

Total \$ 100,955

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.

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

The City Council authorizes the Mayor, in consultation with the City Attorney to sign the Engineering Services Agreement for Professional Services (Municipal Facilities – Phase I, Support Services) in an amount not to exceed \$100,955.00

PASSED AND APPROVED THE ____ day of December 2024.

Town of Horizon City

By: _____
Andres Renteria, Mayor

ATTEST:

APPROVED AS TO FORM

By: _____
Elvia Schuller, City Clerk

By: _____
Sylvia Borunda Firth
Assistant City Attorney

THE STATE OF TEXAS) ENGINEERING SERVICES AGREEMENT
) FOR PROFESSIONAL SERVICES
COUNTY OF EL PASO) (MUNICIPAL FACILITIES – PHASE I,
SUPPORT SERVICES)

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2024, by and between the **TOWN OF HORIZON CITY**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**City**”, and **HUITT-ZOLLARS, INC.**, a Texas Corporation, hereinafter referred to as the “**Engineer**”.

RECITALS

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

WHEREAS, the City desires to engage the services of an engineering firm to provide engineering support services for the Municipal Facilities – Phase I;

WHEREAS, because the Engineer is qualified and was selected through the City's selection procedure, in accordance with all applicable state and local laws and ordinances, the Parties desire to amend the Initial Agreement to provide for the services required for the Municipal Services Phase I Project.

AGREEMENT

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

ARTICLE I.
ATTACHMENTS

1.1 The below attachments are hereby attached to this Agreement for engineering support services for Municipal Facilities Phase I, hereinafter referred to as the “Project”, and are incorporated herein by reference for all purposes, as follows:

- Attachment “A”** Scope of Services and Project Budget
- Attachment “B”** Engineer's Fee Proposal and Unit/Hourly Rates
- Attachment “C”** Insurance Certificates

**ARTICLE II.
PROJECT COVERED UNDER THIS AGREEMENT**

2.1 The City hereby agrees to retain the Engineer, and the Engineer agrees to perform professional services engineering and review services as a professional engineer for the Project covered by this Agreement. The Project shall consist of the Engineer's completion of the Scope of Services as further described in **Attachment "A"**.

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

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

2.5 The City shall provide all available information to the Engineer as to the City's general requirements for the Project. Should the Engineer determine that the information provided is inadequate to proceed, Engineer shall notify the CIP Manager, who shall direct the Engineer on how to acquire or develop the needed information. The City shall also provide the Engineer all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site.

2.6 The City hereby designates the CIP Manager as the City's representative with respect to the professional services to be provided by the Engineer pursuant to this Agreement. The CIP Manager shall have complete authority to transmit instructions, receive information, interpret, and define the City's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. The CIP Manager will render written decisions within a five (5) working daytime period.

**ARTICLE III.
ENGINEER FEES AND PROJECT'S BUDGET**

3.1 PAYMENT TO ENGINEER. The total amount of compensation for all phases of the Project is ONE HUNDRED THOUSAND NINE HUNDRED AND FIFTY-FIVE DOLLARS (\$100,955.00).

3.1.1 The Mayor may authorize additional services as identified in **Attachment "A"** 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"** 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 Scope of Services to be provided by the Engineer for the

Project are attached hereto as **Attachment "A"**.

3.3 ENGINEER'S INVOICES. The Engineer shall bill the City separately for the services under this Agreement not more often than monthly. Invoices shall indicate the costs for outside consultants, if any, with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing.

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

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

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

3.5 INDEPENDENT CONTRACTOR. In the performance of work or services hereunder, the Engineer shall be deemed an independent contractor, and any of its employees performing work required hereunder shall be deemed employees of the Engineer.

3.6 SUBCONSULTANTS. The Engineer shall not award any work to any subconsultant or replace any subconsultant without prior written approval of the City. The Engineer will provide to the City a written statement concerning the proposed award or substitution of a subconsultant, which will include a Statement of Qualifications for such subconsultant and such additional information as the City may require, and City may verify the subconsultant's current eligibility status.

The Engineer shall be as fully responsible to the City for the acts and omissions of its subconsultants, and of persons either directly or indirectly employed by them, as the Engineer is for the acts and omissions of persons directly employed by it.

The Engineer shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subconsultants to the Engineer by the terms of this Agreement insofar as applicable

to the work of subconsultants (including but not limited to the indemnification and insurance), and to give the Engineer the same power as regards to the termination of any subcontract that the City may exercise over the Engineer under this Agreement.

Nothing contained in this Agreement shall create any contractual relation between any subconsultant and the City. The City shall have no responsibility to any subconsultant employed by the Engineer for performance of work on the Project contemplated by this Agreement but said subconsultants will look exclusively to the Engineer for any payments due. In the performance of work or services hereunder, the subconsultants shall each be deemed an independent contractor, and any of its employees performing work required hereunder shall be deemed solely employees of the subconsultant.

ARTICLE IV. PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The services called for under the Project shall begin upon the issuance of a Notice to Proceed from the CIP Manager. The Engineer shall complete the requested services in accordance with the timelines and schedules outlined in **Attachment "B"**.

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

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

4.2.2 TERMINATION BY EITHER PARTY It is further understood and agreed by the Engineer and City that either Party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one Party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other Party. No such termination shall be made unless the other Party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures;

and c) an opportunity for consultation with the terminating Party prior to such termination. However, the City retains the right to immediately terminate this Agreement for default if the Engineer violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the City pursuant to this subsection, the City may withhold payments to the Engineer for the purpose of set-off until such time as the exact amount due the Engineer from the City is determined.

4.2.3 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE.

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

ARTICLE V. INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. The Engineer shall have **seven (7) calendar days** from date of award to obtain sufficient insurance as required herein. Engineer shall not commence work under this Agreement until the Engineer has obtained the required insurance and such insurance has been approved by the City. The Engineer shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

5.1.1 WORKERS' COMPENSATION INSURANCE. The Engineer shall procure and shall maintain, at Engineer's sole expense, during the life of this Agreement, Workers' Compensation Insurance as required by applicable Texas law for all of the Engineer's employees to be engaged in work under this Agreement. The Engineer shall provide the following endorsement:

"The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the City, its officers, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured."

5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE. The Engineer shall procure and shall maintain, at the Engineer's sole expense, and shall cause subconsultants to procure and maintain, during the life of this Agreement, such Commercial General Liability, Property Damage Liability, and Automobile Liability Insurance with the below coverages and limits of insurance with insurers licensed to do business in the State of Texas. Certificates of such insurance and evidence of policy endorsement for additional insured(s) shall be executed by the insurer in a form satisfactory to the City. Such insurance shall also provide for the defense of the City as an additional insured. The minimum limits of liability and

coverage shall be as follows:

- a) **COMMERCIAL GENERAL LIABILITY**
\$500,000.00 per occurrence
\$1,000,000.00 General Aggregate

- b) **AUTOMOBILE LIABILITY**
Combined Single Limit
\$1,000,000.00 per accident

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Engineer shall procure and shall maintain, at the Engineer's sole expense, and shall cause subconsultants to procure and maintain Professional Liability Insurance for the benefit of the City to cover the errors and omissions of the Engineer, its principals or officers, agents, or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) on a claims made basis.

5.1.4 CITY AS ADDITIONAL INSURED. The City shall be named as an Additional Insured on all of the Engineer's and subconsultant's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance required by this Agreement.

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

5.1.6 GENERAL INSURANCE PROVISIONS. All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment "C"**. All certificates shall also include the name of the Project on the corresponding insurance certificate. Further, each certificate shall contain the following statement, and the policies shall be subject to such requirement:

"The insurance covered by this certificate will not be canceled, and there will be no change in coverage or deductibles, except after thirty (30) consecutive calendar days written notice of intent to cancel or change said insurance has been provided to the Town of Horizon City."

5.2 INDEMNIFICATION. THE ENGINEER SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT

Horizon City Engineering Services Agreement

Huitt Zollars – Municipal Facilities Phase I

CAUSED BY, ARISING OUT OF, OR RESULTING FROM, ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO THE ENGINEER'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE ENGINEER OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO THE ENGINEER, OR ANY OTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY THE ENGINEER WITH THE CITY ATTORNEY IF THE CITY IS NAMED AS A DEFENDANT IN ANY LAWSUIT, AND THE ENGINEER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE OF THE CITY ATTORNEY. THE ENGINEER AND THE CITY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

ARTICLE VI. GENERAL PROVISIONS

6.1 ENGINEER'S QUALITY OF WORK. The City's review of any documents prepared by the Engineer is only general in nature and its option to approve and accept the work in no way relieves the Engineer of responsibility for any specific deficiencies in its professional service. The Engineer shall perform services with the professional skill and care ordinarily provided by competent engineers practicing in the Town of Horizon City and the County of El Paso, Texas, and under the same or similar circumstances and professional license. The Engineer's services shall be performed as expeditiously as is prudent considering the ordinary skill and care of a competent engineer and the orderly progress of the Project and in accordance with the time periods established in **Attachment "B"** and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the City's review, for the performance of the City's Engineers, if applicable, and for approval of submissions by authorities having jurisdiction over the Project. The Engineer understands that time is of the essence and the identified time limits shall not, except for reasonable cause, be exceeded by the Engineer or the City.

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

Such records subject to audit shall also include those records necessary to evaluate and verify

direct and indirect costs as they may apply to costs associated with this Agreement. In those situations where the Engineer's records have been generated from computerized data, The Engineer agrees to provide the City's representatives with extracts of data files in computer-readable format on data disks or suitable alternative computer data exchange format.

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

6.4 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Engineer for the Project, and any other work of the Engineer under this Agreement that results in the Creation of Drawings, Specifications, concepts and design, including, without limitation, those in electronic form (sometimes referred to as the "Instruments of Service") are the property of the City, who shall be vested with all common law and statutory rights. The City shall have the right to the use of the Drawings, Specifications, and other documents for the maintenance, repair, remodeling, and renovation of the Project; provided, however, the Engineer shall have no liability for any use of one or more of the Instruments of Service by the City for maintenance, repair, remodeling, and renovation of the Project. The rights granted to the City herein for the use of the Drawings, Specifications, and other documents for additional projects shall not grant the City any right to rely upon the Engineer's seal on the Drawings and Specifications or to hold the Engineer responsible for any subsequent use of the Drawings, Specifications, and documents. The Engineer shall provide the City with copies of the Instruments of Service in both electronic form and in hard copy.

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

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

6.7 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS. The Engineer, at the Engineer's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations, and requirements of federal, state, county, and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the City or the Engineer with respect

6.14 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 and will not boycott energy companies during the term of this Agreement. If the Engineer does not make that verification, the Engineer must notify the City and state why the verification is not required.

6.15 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 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.

6.16 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.

6.17 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. If the Engineer does not make that certification, the Engineer must notify the City and state why the certification is not required.

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

TOWN OF HORIZON CITY:

By: _____
Andres Renteria, Mayor
Dated: _____, 2024

ATTEST:

By: _____
Elvia Schuller, TRMC
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

By: _____
Sylvia Borunda Firth
Assistant City Attorney

By: _____
Eduardo Garcia
Interim Planning Director

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

By: _____

Printed name: _____

Title: _____

Dated: _____, 2024

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this ____ day of _____ 2022 by **Andres Renteria**, 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:

DRAFT

ATTACHMENT “A”
SCOPE OF SERVICES AND PROJECT BUDGET

Scope of Services

- Project Management
- Attend Pre-Construction Meeting
- Coordinate with Consultant to provide information for project
- Attend Construction Progress Mgt (Virtual Mgt.) (Bi weekly)
- Provide support to City on Construction issues
 - Coordinate with Subject matter experts regarding to assist in resolving construction issues
- Make Periodic Site Visits to monitor Construction
 - Site Visits for Field Meetings to discuss Construction Issues

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Deliverables

Deliverables consist of documentation as required for tasks performed.

Schedule

Upon the Town’s authorization to proceed, Huitt-Zollars will perform the tasks as outlined in the Scope of Services. Huitt-Zollars will follow the Contractor’s construction schedule.

Compensation

Huitt-Zollars fee of **\$100,955** is for Engineering and Review **Services (Hourly)**. Detailed breakdowns of the fees are enclosed for your review.

ATTACHMENT “B”

Town of Horizon City

Municipal Facilities-Phase I--Construction Support

HUITT-ZOLLARS, INC.

Man Hour Estimate

20-Apr-24

Task	Principal	Sr. Proj. Mgr/ Sr. Civil Eng.	Architect	Structural Engineer	Electrical Engineer	Engineer Intern	Admin. Ass't.	Totals
	\$275.00	\$240.00	\$175.00	\$225.00	\$225.00	\$115.00	\$100.00	
Project Management	2	60					4	66
Attend Pre-Construction Meeting		3	2					5
Coordinate with Consultant to provide information for project	2	24	12	12	12	12		74
Attend Construction Progress Mgt (Virtual Mgt.) (Bi weekly)		40	12	12	12	12		88
Provide support to City on Construction issues	2	40						42
Coordinate with Subject matter experts regarding to assist in resolving construction issues		32	12	12	12	12		80
Make Periodic Site Visits to monitor Construction		40						40
Site Visits for Field Meetings to discuss Construction Issues		40	32					72
								0
Subtotals	6	279	70	36	36	36	4	467
	\$1,650.00	\$66,960.00	\$12,250.00	\$8,100.00	\$8,100.00	\$4,140.00	\$400.00	\$ 99,950

Direct Expenses

\$ 1,005

Mileage (1500 miles @ \$0.67/mile)

Total \$ 100,955

ATTACHMENT "C"
INSURANCE CERTIFICATES



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: December 5, 2024

To: Honorable Mayor and Members of City Council

From: Teresa Quezada, CIP Manager

SUBJECT: Discussion and Action: On a resolution that the Mayor be authorized to sign a Service Agreement and Addendum to the agreement for Quote #49139-Q-39587 and related documents for a thirty-six (36) month term with Conterra Ultra Broadband, LLC d/b/a Conterra Networks for internet and telephone services using Region 19 ASC (Allied States Cooperative) for a total cost of \$189,828.

Teresa Quezada
12/5/24

This resolution authorizes the Mayor, in consultation with the City Attorney to sign a service agreement and addendum to the agreement for a thirty-six (36) month term with Conterra networks for internet and telephone services for the new Municipal Facility.

As part of the construction project, the project team began coordinating with Conterra Networks, the current internet and telephone services provider for the Town, to extend fiber to the new facility for continued services at the new building. After consultation with Conterra and with the Town's IT personnel, Conterra provided a quote for new services and devices for the new building. Conterra's practices are to enter into a 3-year contract with the customer prior to extending the fiber to a new location. This agreement will allow Conterra to provide the necessary connections to the new building and the new services will begin once the building is ready for occupancy.

The total for the 3 years is \$189,828 which will require annual budgeting through the operating budget. This amount represents a monthly charge of \$5,273.

Staff recommends approval.

RESOLUTION

That the Mayor, in consultation with the City Attorney, be authorized to sign the Agreement between Conterra Ultra Broadband, LLC and the Town of Horizon City Texas for services and equipment at 15001 and 15021 Darrington Road, Horizon City, Texas for a term of 36 months.

Signed and approved the ____ day of _____, 2024.

TOWN OF HORIZON CITY

By: _____
Andres Renteria, Mayor

ATTEST:

By: _____
Elvia Schuller, City Clerk

APPROVED AS TO FORM:

By: _____
Sylvia Borunda Firth
Assistant City Attorney

RESOLUTION

TOWN OF HORIZON CITY

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

Passed and approved the ___ day of _____ 2024

TOWN OF HORIZON CITY

By: _____
Andres Rentería, Mayor

ATTEST:

By: _____
Elvia Schuller, TRMCP

APPROVED AS TO FORM:

By: _____
Sylvia Borunda Firth
Assistant City Attorney

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

THIS AGREEMENT is entered into on the last listed approved date below between the CITY OF EL PASO, TEXAS (“City of El Paso”, “Party”) and the Town of Horizon City, TEXAS (“Town of Horizon City”, “Party”) and collectively known as (“Parties”), by and through its duly authorized officials, pursuant to the Interlocal Cooperation Act.

RECITALS

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

WHEREAS, the City of El Paso has a Department of Public Health; and

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

WHEREAS, Town of Horizon City desires to have the City of El Paso’s appointed health authority serve as Town of Horizon City ’s health authority; and

WHEREAS, Town of Horizon City will make available and/or transfer to the City of El Paso certain information, in conjunction with goods or services that are being provided by the City of El Paso to Town of Horizon City, which is confidential and must be afforded special treatment and protection; and

WHEREAS, the City of El Paso will also have access to and/or receive from Town of Horizon City certain information that can be used or disclosed only in accordance with this Agreement, the Texas Medical Records Privacy Act and the HHS Privacy Regulations; and

WHEREAS, the City of El Paso will include Town of Horizon City in public health research projects, to examine health conditions in Town of Horizon City, when funded by the State of Texas or the federal government and when research protocols are indicated for areas beyond the urban borders of the City of El Paso.

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

1. **SCOPE OF SERVICES.**

1.1 The City of El Paso shall perform the following public health related services by and through its Department of Public Health under the terms and conditions hereinafter stated, and Town of Horizon City hereby accepts and agrees to the following terms and conditions:

1.1.1 The City of El Paso will issue permits and provide inspection services of food establishments at a frequency and in accordance with recommended protocols as established by the Texas Department of State Health Services (DSHS). The City of El Paso will provide enforcement of applicable State laws and regulations as appropriate to help reduce the risk of foodborne illnesses in said establishments. Appropriate and customary fees will be charged to the establishments, as permitted by law.

1.1.1.1 The City of El Paso will provide food handler and food manager training in accordance with the Texas Food Establishment Rules found at 25 TAC 228.

1.1.2 The City of El Paso will provide public health related complaint investigation/enforcement services as determined to be appropriate by City of El Paso staff for those conditions that violate the Texas Health and Safety Code and applicable Town of Horizon City ordinances.

1.1.3 The City of El Paso will provide communicable disease investigation services for the purpose of tracking communicable diseases and helping to reduce transmission in accordance with appropriate epidemiological intervention. Services will be provided in a manner and at a frequency that is consistent with standard public health practices.

1.1.4 The City of El Paso will provide immunization services to residents of Town of Horizon City to include but not be limited to adult, adolescent and childhood immunizations as recommended by the Texas DSHS. Appropriate and customary fees will be charged to those receiving these services.

- 1.1.5 The City of El Paso will provide tuberculosis and sexually transmitted disease control services to residents of Town of Horizon City. Services may include testing, treatment and investigation of contacts, as appropriate. Appropriate and customary fees will be charged to those receiving these services.
- 1.1.6 The City of El Paso will provide Women, Infants and Children (WIC) Nutrition services to residents of Town of Horizon City in accordance with Texas DSHS requirements. Services may include medical health assessment, nutrition, breast-feeding promotion, social service referral, and food benefit issuances, as appropriate.
- 1.1.7 The City of El Paso will provide pediatric dental services to residents living in Town of Horizon City in accordance with Texas Title V requirements and in accordance with Texas Medicaid waiver guidelines. Services may be provided in the Department of Public Health's licensed dental facility in the City of El Paso or by use of the City of El Paso's Mobile Dental clinic beyond the City limits.
- 1.1.8 The City of El Paso will provide informational programs including but not limited to injury prevention, asthma, diabetes, abstinence, maturation/puberty, and tobacco use prevention. These services are generally provided to Town of Horizon City's residents at local school facilities through the City of El Paso's Health Education Program.
- 1.2 The City of El Paso shall perform the following environmental services by and through its Department of Environmental Services under the terms and conditions hereinafter stated, and Town of Horizon City hereby accepts and agrees to the following terms and conditions:
 - 1.2.1 The City of El Paso **will not** provide Vector services to Town of Horizon City for vector control services such as mosquito control services, including but not limited to, collecting and identifying mosquito species, larviciding, adulticiding, providing enforcement of violations that create mosquito harborage as appropriate, tracking of vector-borne disease, and educating the public regarding disease prevention strategies.

- 1.2.2 The City of El Paso will include the jurisdictional areas of Town of Horizon City within its programs and services for the purpose of the enhancement of the air quality, to include but not be limited to, routine ambient air monitoring, analysis of gasoline samples to ensure compliance with oxygen content, and investigation and enforcement of air-related nuisances and other requirements as set forth by the Texas Commission on Environmental Quality and/or the United States Environmental Protection Agency as appropriate.
- 1.3 The City of El Paso agrees that in accordance with the provisions of any and all grants from federal and state agencies that are awarded on a county-wide basis, the City of El Paso will provide services in the jurisdictional areas of the Town of Horizon City as required under these grant provisions. Provided, however, nothing in this Agreement shall obligate the City of El Paso to perform services if the grant funds relating to a particular grant are not currently being paid to the City of El Paso, and, in any such instances, the Director of the City of El Paso's Department of Public Health shall give written notice to Town of Horizon City that the City of El Paso is not providing the particular services for the reason that it has not received funding under the applicable grant. The City of El Paso will provide written notice to Town of Horizon City of grant funding which becomes discontinued or terminated, and any election by the City of El Paso not to seek the renewal of grants existing at the effective date of this Agreement.
- 1.4 To the extent allowed by law, Town of Horizon City agrees to pass all ordinances and resolutions necessary to give the City of El Paso and City of El Paso personnel jurisdiction to provide public health and environmental service functions in Town of Horizon City pursuant to the terms of this Agreement, including its extraterritorial jurisdiction, if any, where the providing of public health and other services is authorized by law, and including the power to issue citations and notices of violations for violations of any ordinances pertaining to the protection of the public health and that pertain to services the City of El Paso agrees to render in accordance with the terms of this Agreement.

- 1.5 The City of El Paso agrees that it will file citations, complaints and violations occurring within the territorial limits of Town of Horizon City through Town of Horizon City Municipal Court. It is agreed that the appropriate personnel from the City of El Paso will be administratively directed to be present at such times as court sessions are set and cases involving the City of El Paso are on the court's docket, without the necessity for the issuance of a subpoena. Town of Horizon City Municipal Court will provide reasonable notice of any case settings to the City of El Paso.
- 1.6 The City of El Paso will provide necessary training for employees utilized in providing services under this Agreement, as may be required by law or determined to be appropriate by the City of El Paso, and shall require all such personnel to maintain all required licenses and certifications in accordance with State and Federal laws.
- 1.7 Nothing within the terms of this Agreement shall require the City of El Paso to purchase additional equipment or hire additional personnel in order to comply with the terms of this Agreement.
- 1.8 The City of El Paso agrees that it will keep accurate records of all services provided to Town of Horizon City pursuant to this Agreement as part of its routine data collection processes and shall report such activities in its standardized records format to Town of Horizon City officials, as requested. However, the City of El Paso will not be required to furnish copies of any reports that are maintained on the City of El Paso's website and available to Town of Horizon City from the website.
- 1.9 On or before July 31, 2024, the City of El Paso shall provide to Town of Horizon City an initial projection based on the City Manager's filed proposed budget of Town of Horizon City's potential costs for a new Interlocal Agreement that, if agreed upon, would be effective September 1, 2024. The provision of this initial projection of potential costs will be used solely for the purposes of facilitating the budgeting process for the Town of Horizon City for its FY2025 budget.
- 1.10 It is understood and agreed to between the Parties that any portion of this Agreement providing for the delivery of public health services for which Town of

Horizon City does not grant legal authority shall be null and void and of no force and effect, and the City of El Paso shall not be obligated to provide those services.

2. **LOCATION OF PERFORMANCE.** The place where most services are to be performed is in Town of Horizon City, Texas, and any extraterritorial jurisdiction thereof where the City of El Paso may lawfully provide public health and environmental services as delegated and authorized under this Interlocal Agreement (jurisdictional areas of Town of Horizon City). Certain health services involving medical testing, treatment and laboratory analysis shall be performed at City Department of Public Health locations within the City of El Paso.

3. **APPOINTMENT OF HEALTH AUTHORITY.** The Parties agree that the individual appointed to serve as health authority for the City of El Paso will serve as the health authority for Town of Horizon City, in accordance with Section 121.028(c), Texas Health and Safety Code.

4. **TIMES OF PERFORMANCE.** The City of El Paso shall commence the provision of its services on the 1st day of September 2024, and shall terminate on the 31st day of August 2025, regardless of the date of execution of this Agreement.

4.1 In the event of a public health emergency, such as, but not limited to, a disaster declaration of Town of Horizon City, requiring, as a result of the emergency, specific health services from the City of El Paso after August 31, 2024, and prior to the signing of a subsequent Interlocal for health services between the Parties to this Agreement, the required services shall be provided by the City of El Paso to Town of Horizon City at the rate described in the present Agreement, and Town of Horizon City shall pay for said services at said rate within thirty (30) days of receipt of an invoice from the City of El Paso for said services.

5. **COMPENSATION.**

5.1 Town of Horizon City agrees to pay the amount not to exceed TWO HUNDRED TWENTY-ONE THOUSAND SEVEN HUNDRED FORTY-NINE DOLLARS AND NO/100 (\$221,749.00) for services rendered in accordance with this Agreement, excluding the services described in Section 4.1. Payments shall be made in equal quarterly installments, each in the amount of FIFTY-FIVE THOUSAND FOUR HUNDRED THIRTY-SEVEN DOLLARS AND 25/100 (\$55,437.25) with the first payment becoming due and payable on the 1st day of September 2024 or within 10 days after the date that Town of Horizon City signs

this Agreement, whichever is later. The quarterly installment described in this Section 5.1 does not include the services described in Section 4.1. The Cost Model attached hereto as Appendix A and Appendix B identifies the total cost of services offered by the City of El Paso to Town of Horizon City pursuant to this Agreement.

5.2 The Town of Horizon City shall not receive vector control services from the City of El Paso during the term of this Agreement. The Town of Horizon City will provide vector control services at its own expense within the limits of the Town of Horizon City and shall designate a point of contact to coordinate with the Director of the El Paso Department of Public Health in connection with public health threats and other information regarding vector-borne diseases.

In the event of an outbreak of a vector-borne disease during the term of this Agreement, unless required to do so by an applicable local, state or federal law, the City of El Paso shall not be required to provide vector control services within the limits of the Town of Horizon City.

6. **PAYMENTS PURSUANT TO THIS AGREEMENT.** Payments submitted under this Agreement shall be made payable to the City of El Paso, Attn: Comptroller, PO Box 1890, El Paso, TX 79950-1890. In addition to the compensation provided for herein, the City of El Paso shall receive all proceeds received from inspection and permit fees collected in the Town of Horizon City. Such fees, when set or revised by Town of Horizon City and to the extent allowed by law, shall be set in the same amounts as the fees for the identical services or charges as made by the City of El Paso. All fees that Town of Horizon City collects for this purpose shall be paid to the City of El Paso on a quarterly basis, within thirty (30) days of the conclusion of the quarter. Town of Horizon City shall also provide the City of El Paso with a report indicating the amount of fees collected and the time period associated with such collection. In event that Town of Horizon City accrues an arrearage on payment, the City of El Paso Comptroller or any collection agency retained by the City to collect delinquent accounts may add a collection fee of 21% to the account receivable if owing to the City for more than sixty (60) days, pursuant to the El Paso City Code, Ordinance 14700.

7. **LAW GOVERNING CONTRACT.** The governing law for this Agreement shall be the laws of the State of Texas. The venue shall be in El Paso County, Texas.

7.1 *Authority of the City of El Paso.* Town of Horizon City expressly agrees that the City of El Paso shall have authority to enforce all laws and ordinances applicable to those public health and environmental services covered in this Agreement, within the incorporated city limits and extraterritorial jurisdiction of Town of Horizon City, Texas. Town of Horizon City further agrees that, in the absence of any conflicting city ordinance, the City of El Paso shall have authority to enforce the laws of the State of Texas and the County of El Paso applicable to those public health and environmental services covered in this Agreement, within the incorporated city limits and extraterritorial jurisdiction of Town of Horizon City, Texas. Town of Horizon City shall provide certified copies of all Town of Horizon City, Texas Ordinances affecting public health and environmental regulation upon execution of this Agreement and as requested by the City of El Paso, and to provide copies of all such newly-adopted or amended ordinance within 10 days after adoption or amendment. Copies of such ordinances shall be sent to the Director of the City of El Paso Department of Public Health and to the Director of the City of El Paso Department of Environmental Services, as applicable.

7.2 *Privileges and Immunities.* All privileges and immunities from liability, exemptions from laws, ordinances and rules, pension, relief, disability, worker's compensation, and other benefits which apply to the activities of officers, agents, or employees of the City of El Paso when performing a function shall apply to such officers, agents, or employees to the same extent while engaged in the performance of any of their functions and duties under the terms and provisions of this Agreement. Each Party reserves, and does not waive, its rights of sovereign immunity and rights under the Texas Tort Claims Act.

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

7.4 *Exclusion of Incidental and Consequential Damages.* Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED

FROM THE PARTY'S RIGHTS) FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND including lost profits, loss of business, or other economic damage, and further including injury to property, mental anguish and emotional distress AS A RESULT OF BREACH OF ANY TERM OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CITY WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.

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

8. **HHS PRIVACY REGULATIONS.** The Health Insurance Portability and Accountability Act (HIPAA) *Standards for Privacy of Individually Identifiable Health Information* (Privacy Rule). See 45 CFR Part 160 and Subparts A and E of Part 164, requires that the City of El Paso offer assurances to Town of Horizon City that the City of El Paso will safeguard any protected health information received or created on behalf of Town of Horizon City. Pursuant to this requirement, the Parties further agree to the terms and conditions of the standard HIPAA Business Associate Agreement set forth in Appendix C and incorporated herein as if fully set forth.

Town of Horizon City continues its authorization for the City of El Paso to possess and maintain any protected health information received or created on behalf of Town of Horizon City and previously possessed or maintained by the El Paso City-County Health and Environmental District, in accordance with the terms of the standard Business Associate Agreement set forth in Appendix C.

9. **TERMINATION.** This Agreement may be terminated in whole or in part by either Party upon sixty (60) days written notice to the other Party at the following addresses, or at a new address as provided in writing to the nonmoving Party by a Party which has moved its physical location within thirty (30) days of said relocation without the necessity of amending this contract:

CITY OF EL PASO: City of El Paso
Attn: City Manager
P.O. Box 1890
El Paso, Texas 79950-1890

TOWN OF HORIZON CITY: Town of Horizon City
Attn: Mayor Andres Renteria
14999 Darrington Road
Horizon, Texas 79928

All payments by Town of Horizon City under this Agreement are payable only out of current Town of Horizon City revenues. In the event that funds relating to this Agreement do not become available, such as by Town of Horizon City City Council not appropriating the funds, Town of Horizon City shall have no future obligation to pay or perform any future services related herein to the City of El Paso for Town of Horizon City's fiscal year during which time such funding is not available or appropriated; however, all services that have been provided by the City of El Paso shall be paid in accordance with Sections 5 and 6 of this Agreement. Should Town of Horizon City experience a funding unavailability related to the services described in this Agreement, Town of Horizon City shall immediately provide written notification to the City of El Paso of such case and either Party may choose to terminate the Agreement subject to this Section 9. In the event that Town of Horizon City notifies the City of El Paso that Town of Horizon City is experiencing a funding unavailability related to this Agreement, the City of El Paso shall immediately cease providing the services described in this Agreement to Town of Horizon City except as required by related grant funding requirements to which the City of El Paso must adhere.

10. **INDEPENDENT CONTRACTORS.** The City of El Paso and Town of Horizon City are independent legal entities. Except to the extent required by section 437.009 of the Health and Safety Code, nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither the City of El Paso nor Town of Horizon City nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.

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

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

15. **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement constitutes the entire understanding of the Parties hereto with respect to the subject matter hereof and no amendment, modification or alteration of the terms shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the Parties hereto. The Parties reserve the right to amend this Agreement in the event either Party should experience an unforeseen, significant impact to their respective budget allocated for the services addressed in this Agreement.

(Signature pages follow)

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

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

APPROVED this _____ day of _____ 2024.

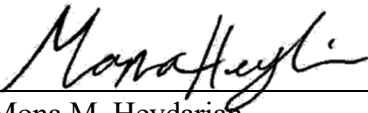
CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



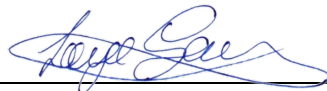
Mona M. Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT:




Veerinder Taneja, Director
Department of Public Health

APPROVED AS TO FORM:



Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT:



Nicholas Ybarra, Director
Environmental Services Department

(Signatures continue on the following page)

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

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

APPROVED this ____ day of _____, 20__.

Town of Horizon City

Mayor
Printed Name: _____

ATTEST:

APPROVED AS TO FORM:

Printed Name: _____
City Clerk, Town of Horizon City

Printed Name: _____
Attorney, Town of Horizon City

City of El Paso, Texas
 FY25 Interlocal Agreements Cost Model

Appendix A & B

PROGRAM	Municipality									Total Operational Cost
	El Paso	Anthony	Clint	Horizon	Socorro	Vinton	County	San Elizario		
Administration	\$ 6,483,237	\$ 35,061	\$ 8,815	\$ 214,788	\$ 327,650	\$ 25,634	\$ 1,075,928	\$ 96,616	\$ 8,267,731	
Administration (GF)	\$ 2,938,873	\$ 15,893	\$ 3,996	\$ 97,364	\$ 148,525	\$ 11,620	\$ 487,722	\$ 43,796	\$ 3,747,790	
Administration Support Services (GF)	\$ 3,544,364	\$ 19,168	\$ 4,819	\$ 117,424	\$ 179,125	\$ 14,014	\$ 588,206	\$ 52,820	\$ 4,519,941	
Percent of Total Cost	78.42%	0.42%	0.11%	2.60%	3.96%	0.31%	13.01%	1.17%	100.00%	
Population	678,815	3,671	923	22,489	34,306	2,684	112,653	10,116	865,657	
ESD Grand Total	\$ 1,117,531	\$ 6,042	\$ 266	\$ 6,961	\$ 62,938	\$ 4,418	\$ 182,822	\$ 16,730	\$ 1,397,708	
Vector Control	\$ 921,962	\$ 4,985	\$ -	\$ -	\$ 51,924	\$ 3,645	\$ 150,828	\$ 13,802	\$ 1,147,146	
Air Quality (per capita)	\$ 195,569	\$ 1,057	\$ 266	\$ 6,961	\$ 11,014	\$ 773	\$ 31,994	\$ 2,928	\$ 250,562	
GRAND TOTAL	\$ 7,600,768	\$ 41,103	\$ 9,081	\$ 221,749	\$ 390,588	\$ 30,052	\$ 1,258,750	\$ 113,346	\$ 9,665,439	
PREVIOUS FEE	\$ 6,923,679.89	\$ 38,754.70	\$ 9,114.25	\$ 203,941.64	\$ 365,338.13	\$ 27,501.46	\$ 1,178,947.07	\$ 103,028.56	\$ 8,850,305.69	
Variance 2024	677,088.38	2,348.35	(32.84)	17,807.67	25,250.16	2,550.93	79,803.03	10,317.50	815,133.17	
% Change	9.78%	6.06%	-0.36%	8.73%	6.91%	9.28%	6.77%	10.01%	9.21%	

APPENDIX C

STATE OF TEXAS)
)
COUNTY OF EL PASO) **HIPAA BUSINESS ASSOCIATE AGREEMENT**

THIS AGREEMENT is entered into on _____, 2024, by and between the CITY OF EL PASO, TEXAS (“CITY”), as the Covered Entity, and Town of Horizon City (“BUSINESS ASSOCIATE”) by and through their duly authorized officials, in order to comply with 45 C.F.R. §164.502(e) and §164.504(e), governing protected health information (“PHI”) and business associates under the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191), 42 U.S.C. Section 1320d, et. seq., and regulations promulgated thereunder, as amended from time to time (statute and regulations hereafter collectively referred to as “HIPAA”). Covered Entity and Business Associate may be referred to herein individually as a “Party” or collectively as the “Parties”.

RECITALS

WHEREAS, CITY has engaged BUSINESS ASSOCIATE to perform services or provide goods, or both;

WHEREAS, CITY possesses individually identifiable health information that is defined in and protected under HIPAA, and is permitted to use or disclose such information only in accordance with HIPAA;

WHEREAS, BUSINESS ASSOCIATE may receive such information from CITY, or create and receive such information on behalf of CITY, in order to perform certain of the services or provide certain of the goods, or both; and

WHEREAS, CITY wishes to ensure that BUSINESS ASSOCIATE will appropriately safeguard individually identifiable health information;

NOW THEREFORE, CITY and BUSINESS ASSOCIATE agree as follows:

A. HIPAA Terms

- 1. **Definitions.** The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear, or as provided in (1)(h) to this Section.
 - a. **Agreement** shall refer to this document.
 - b. **Business Associate** means Town of Horizon City.

c. **HHS Privacy Regulations** shall mean the Code of Federal Regulations (“C.F.R.”) at Title 45, Sections 160 and 164, in effect, or as amended.

d. **Individual** shall mean the person who is the subject of the Information, and has the same meaning as the term “individual” is defined in 45 C.F.R. 160.103.

e. **Information** shall mean any “health information” provided and/or made available by the CITY to BUSINESS ASSOCIATE, and has the same meaning as the term “health information” as defined by 45 C.F.R. 160.103.

f. **Parties** shall mean the CITY and BUSINESS ASSOCIATE.

g. **Secretary** shall mean the Secretary of the Department of Health and Human Services (“HHS”) and any other officer or employee of HHS to whom the authority involved has been delegated.

h. **Catch-all definition:** The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Privacy, Security, Breach Notification and Enforcement Rules at 45 C.F.R. Part 160 and 164, in effect, or as amended: breach, data aggregation, designated record set, disclosure, health care operations, protected health information, required by law, subcontractor, and use.

2. **Limits on Use and Disclosure Established by Terms of Agreement.** BUSINESS ASSOCIATE hereby agrees that it shall be prohibited from using or disclosing the Information provided or made available by the CITY for any other purpose other than as expressly permitted or required by this Agreement (ref. 45 C.F.R. 164.504(e)(2)(i).)

3. **Stated Purposes for which BUSINESS ASSOCIATE May Use or Disclose Information.** The Parties hereby agree that BUSINESS ASSOCIATE shall be permitted to use and/or disclose Information provided or made available from CITY for the following stated purposes: To provide public health, research, and related support services (service) to the community of the CITY for the mutual benefit and general welfare of BUSINESS ASSOCIATE and the CITY (ref. 45 C.F.R. 164.504(e)(2)(i); 65 Fed. Reg. 82505.)

4. **Use of Information for Management, Administrative and Legal Responsibilities.** BUSINESS ASSOCIATE is permitted to use Information if necessary for the proper management and administration of BUSINESS ASSOCIATE or to carry out legal responsibilities of BUSINESS ASSOCIATE. (ref. 45 C.F.R. 164.504(e)(4)(i)(A-B)).

5. **Disclosure of Information for Management, Administration and Legal Responsibilities.** BUSINESS ASSOCIATE is permitted to disclose Information received from CITY for the proper management and administration of BUSINESS ASSOCIATE or to carry out legal responsibilities of BUSINESS ASSOCIATE, provided:
 - a. The disclosure is required by law; or
 - b. The BUSINESS ASSOCIATE obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, the person will use appropriate safeguards to prevent use or disclosure of the information, and the person immediately notifies the BUSINESS ASSOCIATE of any instance of which it is aware in which the confidentiality of the information has been breached. (ref. 45 C.F.R. 164.504(e)(4)(ii)).
6. **Data Aggregation Services.** BUSINESS ASSOCIATE is also permitted to use or disclose Information to provide data aggregation services, as that term is defined by 45 C.F.R. 164.501, relating to the health care operations of CITY. (ref. 45 C.F.R. 164.504(e)(2)(i)(B)).
7. **BUSINESS ASSOCIATE OBLIGATIONS:**
 - a. **Limits on Use and Further Disclosure Established by Agreement and Law.** BUSINESS ASSOCIATE hereby agrees that the Information provided or made available by the CITY shall not be further used or disclosed other than as permitted or required by the Agreement or as required by federal law. (ref. 45 C.F.R. 164.504(e)(2)(ii)(A)).
 - b. **Appropriate Safeguards.** BUSINESS ASSOCIATE will establish and maintain appropriate safeguards to prevent any use or disclosure of the Information, other than as provided for by this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(B)).
 - c. **Reports of Improper Use or Disclosure.** BUSINESS ASSOCIATE hereby agrees that it shall report to CITY **within two (2) days of discovery** any use or disclosure of Information not provided for or allowed by this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(C)).
 - d. **Subcontractors and Agents.** BUSINESS ASSOCIATE hereby agrees that any time Information is provided or made available to any subcontractors or agents, BUSINESS ASSOCIATE must enter into a subcontract with the subcontractor or agent that contains the

same terms, conditions and restrictions on the use and disclosure of Information as contained in this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(D)).

(i) **45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2).** In accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, BUSINESS ASSOCIATE agrees to ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of BUSINESS ASSOCIATE agree in writing to the same restrictions and conditions that apply through this Agreement to BUSINESS ASSOCIATE with respect to such Information.

e. **Right of Access to Information.** BUSINESS ASSOCIATE hereby agrees to make available and provide a right of access to Information by an Individual. This right of access shall conform with and meet all of the requirements of Section 181.102 of the Texas Health and Safety Code, requiring that not later than the 15th business day after the date of the receipt of a written request from a person for the person's electronic health record, BUSINESS ASSOCIATE shall provide the requested record to the person in electronic form unless the person agrees to accept the record in another form, and with any further requirements of 45 C.F.R. 164.524, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATE where appropriate. (ref. 45 C.F.R. 164.504(e)(2)(ii)(E)).

f. **Correction of Health Information by Individuals.** BUSINESS ASSOCIATE shall, upon receipt of notice from the CITY, amend or correct protected health information (PHI) in its possession or under its control.

g. **Amendment and Incorporation of Amendments.** BUSINESS ASSOCIATE agrees to make Information available for amendment and to incorporate any amendments to Information in accordance with 45 C.F.R. 164.504(e)(2)(ii)(F)).

h. **Provide Accounting.** BUSINESS ASSOCIATE agrees to make Information available as required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATE where appropriate. (ref. 45 C.F.R. 164.504(e)(2)(ii)(G)).

i. **Access to Books and Records.** BUSINESS ASSOCIATE hereby agrees to make its internal practices, books, and records relating to

the use or disclosure of Information received from, or created or received by BUSINESS ASSOCIATE on behalf of the CITY, available to the Secretary or the Secretary's designee for purposes of determining compliance with the HHS Privacy Regulations. (ref. 45 C.F.R. 164.504(e)(2)(ii)(H)).

- j. Return or Destruction of Information.** At the termination of this Agreement, BUSINESS ASSOCIATE hereby agrees to adhere to Section B.3. of this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(I)).
- k. Mitigation Procedures.** BUSINESS ASSOCIATE agrees to have procedures in place for mitigating, to the maximum extent practicable, any deleterious effect from the use or disclosure of Information in a manner contrary to this Agreement or the HHS Privacy Regulations. (ref. 45 C.F.R. 164.530(f)).
- l. Sanction Procedures.** BUSINESS ASSOCIATE agrees and understands that it must develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Agreement of the HHS Privacy Regulations. (ref. 45 C.F.R. 164.530(e)(1)).
- m. Subpart E of 45 C.F.R. Part 164.** To the extent BUSINESS ASSOCIATE is to carry out one or more of CITY'S obligations under Subpart E of 45 C.F.R. Part 164, BUSINESS ASSOCIATE shall comply with the requirements of Subpart E that apply to CITY in the performance of such obligation(s).
- n. Prohibition against the Sale of Protected Health Information.** The BUSINESS ASSOCIATE shall comply with the requirements of Texas Health and Safety Code Sec. 181.153, and any amendments of that section.
- o. Notice and Authorization Required for Electronic Disclosure of PHI.** The BUSINESS ASSOCIATE shall comply with the requirements of Texas Health and Safety Code Sec. 181.154, and any amendments of that section, regarding the requirement of providing notice to an Individual for whom the BUSINESS ASSOCIATE creates or receives protected health information if the Individual's PHI is subject to electronic disclosure.
- p. State Law on Medical Records Privacy.** The BUSINESS ASSOCIATE shall abide by the requirements set forth in Texas Health and Safety Code Section 181.001 et. seq., and any amendments of that chapter.

8. **Property Rights.** The Information shall be and remain the property of the CITY. BUSINESS ASSOCIATE agrees that it acquires no title or rights to the Information, including any de-identified Information, as a result of this Agreement.
9. **Modifications.** The CITY and BUSINESS ASSOCIATE agree to modify this Business Associate Agreement, in order to comply with Administrative Simplification requirements of HIPAA, as set forth in Title 45, Parts 160 and 164, (Subparts A and E the “Privacy Rule” and Subparts A and C the “Security Rule”) of the Code of Federal Regulations.
10. **Automatic Amendment.** Upon the effective date of any amendment to the regulations promulgated by HHS with respect to PHI, this Business Associate Agreement shall automatically amend such that the obligations imposed on BUSINESS ASSOCIATE as a Business Associate remain in compliance with such regulations.

B. Term and Termination

1. **Term.** The Term of this Agreement shall be effective as of September 1, 20(YEAR), and shall terminate on August 31, 20(YEAR), or on the date covered entity terminates for cause as authorized in paragraph (B.2.) of this Section, whichever is sooner.
2. **Termination for Cause.** Upon the CITY’s knowledge of a material breach by BUSINESS ASSOCIATE, the CITY shall:
 - a. Provide an opportunity for BUSINESS ASSOCIATE to cure the breach or end the violation, and terminate if BUSINESS ASSOCIATE does not cure the breach or end the violation within the time specified by the CITY.
 - b. Immediately terminate the Business Associate Agreement if BUSINESS ASSOCIATE has breached a material term of this Business Associate Agreement and cure is not possible.
 - c. Notify the Secretary of HHS if termination is not possible.
3. **Obligations of Business Associate Upon Termination.** Upon termination of this Agreement for any reason, BUSINESS ASSOCIATE, with respect to protected health information received from CITY, or created, maintained, or received by BUSINESS ASSOCIATE on behalf of CITY, shall:
 - a. Retain only that protected health information which is necessary for BUSINESS ASSOCIATE to continue its proper management and administration or to carry out its legal responsibilities;

- b. Return to CITY, or, if agreed to by CITY, destroy, the remaining protected health information that the BUSINESS ASSOCIATE still maintains in any form and BUSINESS ASSOCIATE shall certify to the CITY that the Information has been destroyed;
- c. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as BUSINESS ASSOCIATE retains the protected health information;
- d. Not use or disclose the protected health information retained by BUSINESS ASSOCIATE other than for the purposes for which such protected health information was retained and subject to the same conditions set out at Section 1.e and 1.f above, which applied prior to termination; and
- e. Return to CITY or, if agreed to by CITY, destroy, the protected health information retained by BUSINESS ASSOCIATE when it is no longer needed by BUSINESS ASSOCIATE for its proper management and administration or to carry out its legal responsibilities.
- f. Survival. The obligations of BUSINESS ASSOCIATE under this Section shall survive the termination of this Agreement.

C. Remedies. If CITY determines that BUSINESS ASSOCIATE has breached or violated a material term of this Agreement, CITY may, at its option, pursue any and all of the following remedies:

- 1. Exercise any of its rights of access and inspection under Section A.7.e. of this Agreement;
- 2. Take any other reasonable steps that CITY, in its sole discretion, shall deem necessary to cure such breach or end such violation; and/or
- 3. Terminate this Agreement immediately.
- 4. Injunction. CITY and BUSINESS ASSOCIATE agree that any violation of the provisions of this Agreement may cause irreparable harm to CITY. Accordingly, in addition to any other remedies available to CITY at law, in equity, or under this Agreement, in the event of any violation by BUSINESS ASSOCIATE of any of the provisions of this Agreement, or any explicit threat thereof, CITY shall be entitled to an injunction or other decree of

specific performance with respect to such violation or explicit threat thereof, without any bond or other security being required and without the necessity of demonstrating actual damages. The parties' respective rights and obligations under this Section C.4. shall survive termination of the Agreement.

5. Indemnification. BUSINESS ASSOCIATE shall indemnify, hold harmless and defend CITY from and against any and all claims, losses, liabilities, costs and other expenses resulting from, or relating to, the acts or omissions of BUSINESS ASSOCIATE in connection with the representations, duties and obligations of BUSINESS ASSOCIATE under this Agreement. The parties' respective rights and obligations under this Section 5 shall survive termination of the Agreement.

D. Miscellaneous

1. **Regulatory References.** A reference in this Agreement to a HIPAA section means the section as in effect or as amended.
2. **Amendment.** CITY and BUSINESS ASSOCIATE agree that amendment of this Agreement may be required to ensure that CITY and BUSINESS ASSOCIATE comply with changes in state and federal laws and regulations relating to the privacy, security, and confidentiality of protected health information. CITY may terminate this Agreement upon 60 days written notice in the event that BUSINESS ASSOCIATE does not promptly enter into an amendment that CITY, in its sole discretion, deems sufficient to ensure that CITY will be able to comply with such laws and regulations. This Agreement may not otherwise be amended except by written agreement between the parties and signed by duly authorized representatives of both parties.
3. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.
4. **Notices.** Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

CITY: City of El Paso
Attn: City Manager
P. O. Box 1890
El Paso, Texas 79950-1890

COPY TO: City of El Paso
Department of Public Health
Attention: Director
200 N. Kansas Street
El Paso, TX 79901

BUSINESS ASSOCIATE: Town of Horizon City
Attn: Mayor Andres Renteria
14999 Darrington Road
Horizon, Texas 79928

5. **Non-Waiver.** No failure by any Party to insist upon strict compliance with any term or provision of this Agreement, to exercise any option, to enforce any right, or to seek any remedy upon any default of any other Party shall affect, or constitute a waiver of, any Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this Agreement shall affect or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Agreement.
6. **Headings.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.
7. **Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, with venue in El Paso County, Texas.
8. **Compliance with Laws.** BUSINESS ASSOCIATE agrees that its obligations pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, BUSINESS ASSOCIATE reserves the right to notify CITY in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.
9. **Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.

10. **No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than CITY and BUSINESS ASSOCIATE, and their respective successors and assigns, any rights, obligations, remedies or liabilities.

11. **Entire Agreement; Counterparts.** This Agreement constitutes the entire Agreement between CITY and BUSINESS ASSOCIATE regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document.

November 18, 2024

Honorable Mayor Andres Renteria
and Members of Town Council
Town of Horizon City, Texas
14999 Darrington
Horizon City, Texas 79928

We are pleased to confirm our understanding of the services we are to provide for the Town of Horizon City, Texas for the year ended September 30, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the Town of Horizon City, Texas as of and for the year ended September 30, 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Town of Horizon City, Texas's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town of Horizon City, Texas RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Schedules.
- 3) Schedule of Changes in Net Pension Liability and Related Ratios.
- 4) Schedule of Pension Contribution.
- 5) Schedule of Changes in Total Other Post-Employment Benefit Liability and Related Ratios.
- 6) Schedule of Other Post-Employment Benefit Contributions.

Audit Scope and Objectives (Continued)

We have also been engaged to report on supplementary information other than RSI that accompanies the Town of Horizon City, Texas's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditors' report on the financial statements:

- 1) Combining non-major fund balance sheet.
- 2) Combining non-major fund statements of revenues, expenditures, and changes in fund balance.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatements, whether due to fraud or error; issue an auditors' report that includes our opinion about whether your financial statements are fairly presented, in all material respects in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of the Town of Horizon City, Texas and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

Auditor's Responsibilities for the Audit of the Financial Statements (Continued)

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

Auditor’s Responsibilities for the Audit of the Financial Statements (Continued)

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town of Horizon City, Texas’s compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

Responsibilities of Management for the Financial Statements (Continued)

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for the presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is also responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Other Services

We will assist in preparing the financial statements, RSI, other supplementary information, and related notes of the Town of Horizon City, Texas in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. We will also assist in preparing the year-end adjustments required to present government-wide financial statements. These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, RSI, other supplementary information, and related notes, and year-end adjustments previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, RSI, supplementary information, and related notes, year-end adjustments, and any other non-audit services we provide. You will be required to acknowledge in the management representation letter our assistance with the preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, RSI, supplementary information, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the non-audit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the Town of Horizon City, Texas; however, management is responsible for the distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of SBNG, PC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to grantor agencies or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities.

We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of SBNG, PC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

Tello A. Cabrera is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately December 16, 2024.

Our fees for these services will be based on the actual time spent at our standard hourly rates, plus travel and other out-of-pocket costs such as report production, word processing, postage, etc. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable upon presentation. We estimate that our fees for these services will be as follows:

Audit and preparation of financial statements	\$45,500
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Engagement Administration, Fees, and Other (Continued)

You will also be billed for out-of-pocket costs such as report production, word processing, postage, travel, etc. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the work performed. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your engagement. Our standard hourly rates are as follows:

Shareholder	\$305
Manager	\$180
Supervisor	\$160
Senior	\$125
Staff	\$80-\$110
Clerical	\$60

The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

In accordance with our firm policies, work may be suspended if your account becomes 45 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

To ensure that SBNG, PC's independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Reporting

We will issue a written report upon completion of our audit of the Town of Horizon City, Texas's financial statements. Our report will be addressed to the Management and the Governing Board of Town of Horizon City, Texas. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Reporting (Continued)

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Town of Horizon City, Texas is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be of service to the Town of Horizon City, Texas and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

SBNG, PC
SBNG, PC

RESPONSE:

This letter correctly sets forth the understanding of Town of Horizon City, Texas.

Management signature: _____

Title: _____

**TOWN OF HORIZON CITY
2025 BUDGET AMENDMENT 01
GENERAL FUND**

<u>Account</u>	<u>Current Budgeted Amount</u>	<u>Amendment</u>	<u>Revised Budgeted Amount</u>
Salaries - Public Safety 01-505-5010	\$2,440,469.00	(\$9,720.00)	\$2,430,749.00
Capital Lease Interest & Capital Lease Principal - Executive 01-507-6241 & 01-507-6251	\$0.00	\$7,200.00	\$7,200.00
Maintenance - Vehicles 01-531-5560	\$0.00	\$720.00	\$720.00
Gasoline, Oil 01-531-5530	\$0.00	\$1,800.00	\$1,800.00
Vehicles - Executive 01-531-6031	\$0.00	\$45,000.00	\$45,000.00
Proceeds from Capital Lease Principal 01-400-4445	\$0.00	\$45,000.00	\$45,000.00



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: December 10, 2024

To: Honorable Mayor and Members of City Council

From: Art Rubio, Chief Planner

SUBJECT: On the **Preliminary and Final Subdivision Plat** application for **Rancho Desierto Bello Unit 17 (Case No. SUC24-0002)** and to authorize the Mayor to sign the recording plat, legally described as A Portion of Leigh Clark Survey No. 297, Town of Horizon City, El Paso County, Texas. Containing 19.647 ± acres. Application submitted by Applicant/Representative: TRE & Associates.

On November 18, 2024, the Planning & Zoning Commission recommended unanimous approval of Rancho Desierto Bello Unit 17 on a Preliminary and Final Subdivision Plat basis.

The application meets all minimum requirements of a preliminary and final subdivision plat, has addressed all agency review comments and staff recommends approval of RDB U-17 on a Preliminary and Final subdivision plat basis.

Attached for your review is the staff report that was prepared for the Planning and Zoning Commission and the final plat.



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

Case No.: **SUC24-0002**
Rancho Desierto Bello Unit Seventeen (RDB U-17)

Application Type: **SUBDIVISION COMBINATION**

P&Z Hearing Date: August 19, 2024

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

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

Legal Description: A portion of Leigh Clark Survey No. 297, Town of Horizon City, El Paso County, Texas, approximately 19.647 acres.

Owner: Viva Land Ventures

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

Nearest Park: RDB 2 Park

Nearest School: Ricardo Estrada Middle School

SURROUNDING PROPERTIES:

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

LAND USE AND ZONING:

Existing	
Land Use	Vacant
Zoning	R-9 Residential

Application Description:

The proposed RDB-U17 subdivision Combination includes 100 lots for single-family residential development. The smallest lot measuring approximately 6,018 sq. ft. and the largest lot measuring approximately 13,032 sq. ft. in size. Storm water drainage will be addressed from an adjacent pond in Rancho Desierto Bello Unit 16. The applicant proposes 52' ROW Residential sub collector Streets and a 76' ROW Minor Arterial Street to serve all the lots in the subdivision.

Cumulative Parkland Dedication:

The developer is not required to dedicate any parkland on the proposed 100 unit subdivision. The developer is required to pay \$40,000.00 in park fees.

Staff Recommendation:

Staff recommends approval of the combination plat.

Planning Comments:

Please correct 34 lots that do not meet the minimum lot width required of 50 ft. for R-9 (Single Family Dwelling) zoning district as marked on plat.

Public Works Director Comments:

No comments.

Town Engineer Comments:

§ 5.19 LOT SIZE REQUIREMENTS.

5.19.1 General Requirements

-

~~5.19.1.1 In proposed subdivisions utilizing approved public water systems and approved organized off-site wastewater facilities and there is no on-site ponding for individual lots, the minimum individual lot size shall be no less than six thousand (6,000) square feet in area.~~

-

~~5.19.2 Lot Dimensions. Minimum lot frontage shall be no less than 50' at and behind building front setback line on 6,000 sq. ft. lots. On remaining lots, frontage may not be less than 1/3 of the length of the lot from front to back~~

To summarize:

- ~~1. For lots exactly 6,000 sq. ft.: The lot must have a frontage of at least 50 feet to meet requirements.~~
- ~~2. For lots exceeding 6,000 sq. ft.: If there is no specified minimum frontage in § 5.19.1.1, the primary requirement is that the lot meets the minimum area of 6,000 sq. ft., and additional frontage may not be necessary.~~

This suggests a focus on the area requirement for larger lots, while smaller lots (exactly at 6,000 sq. ft.) have an additional requirement for a minimum frontage.

We did not find any lots that were exactly 6000 sf; therefore the minimum lot width did not apply to these lots. A comments was added to included the size of each lot below the lot number, as required.

School District Comments:

No objections

El Paso County 9-1-1 District:

The 911 District has no concerns regarding this plat.

El Paso Electric:

We have no comments for Rancho Desierto Bello Unit 17.

Texas Gas:

This project area is clear of El Paso Natural Gas a company of Kinder Morgans Pipelines and Facilities.

El Paso Central Appraisal District:

There are no comments for Rancho Desierto Bello #17 here at Central Appraisal.

Clint Independent School District

Clint ISD takes no exception to the information presented.

Additional Requirements:

§4.2.4 Expiration of Preliminary Plat Approval. Failure of the subdivider to submit a final plat for review and approval within six (6) months of the date of approval of the preliminary plat by the City Council will nullify the approval of the preliminary subdivision plat and obligate the subdivider to reapply for preliminary plat approval, should the subdivider wish to pursue the subdivision. No vested rights will survive if the preliminary plat approval is nullified by a failure of the subdivider to submit a final plat map within the timeframe specified in this section, nor shall the subdivider be entitled to a refund of any application fees or review fees that may have been paid.

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

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

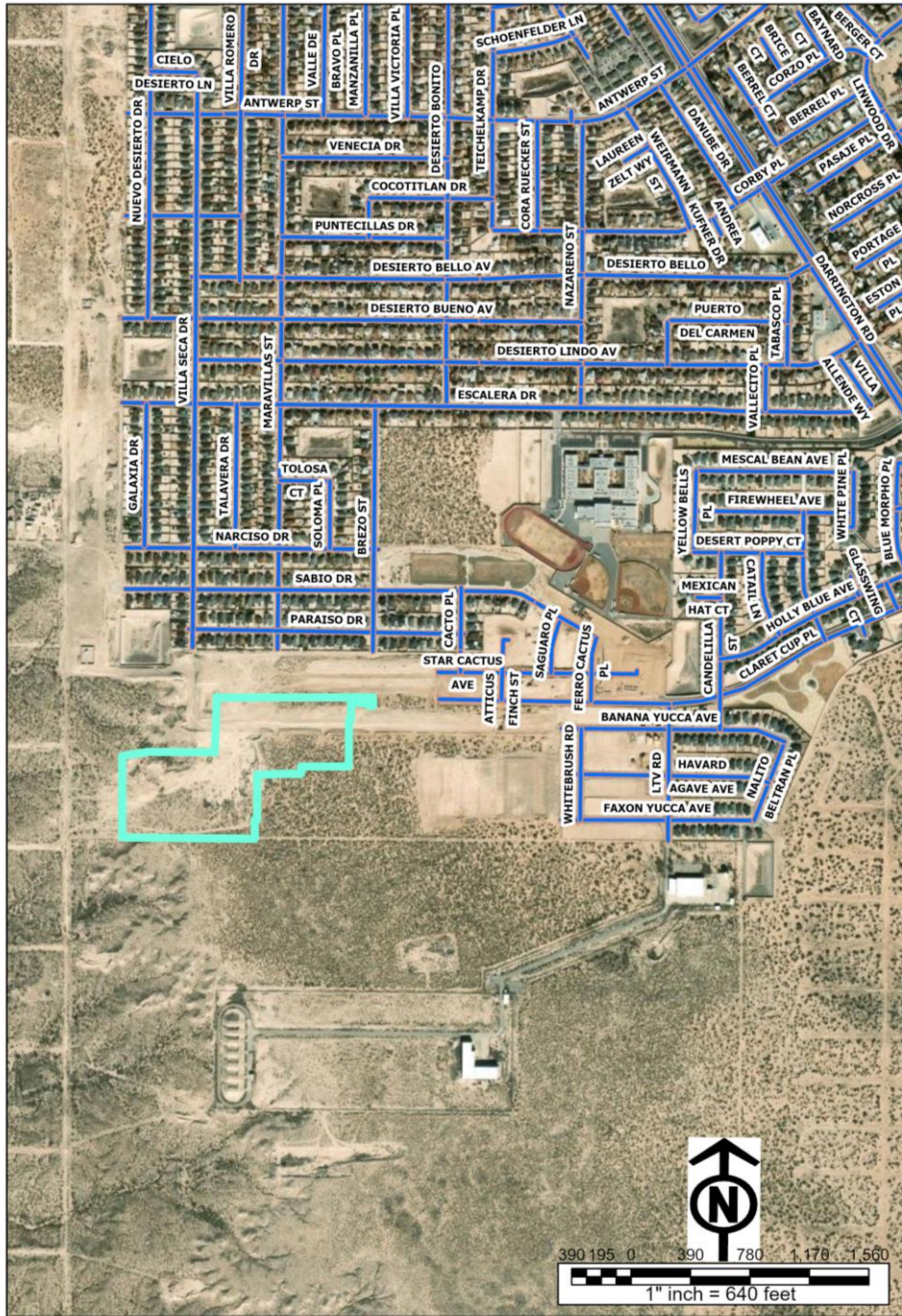
- Any required parks fees shall be paid prior to the recordation of the plat if applicable.

Attachments:

- 1 - Aerial**
- 2 - Zoning Designation Map**
- 3 - Location Map**
- 4 - Preliminary Plat**
- 5 - Final Plat**
- 6 - Right of Way Cross Sections**
- 7 - Preliminary-Final Plat Application**

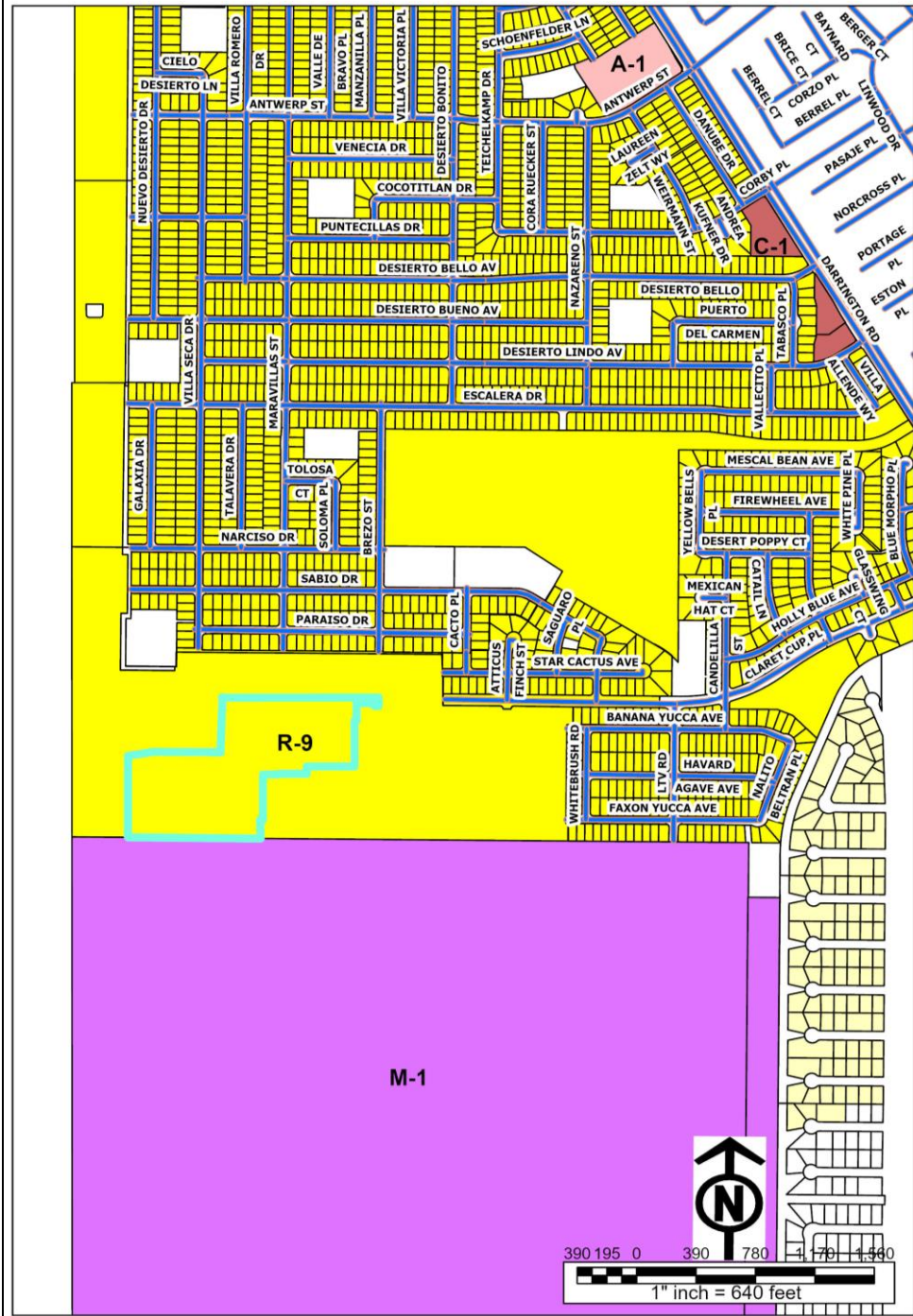
Attachment 1: Aerial

Planning & Zoning Commission
Preliminary / Final Combination Plat
Case No. SUC24-0002

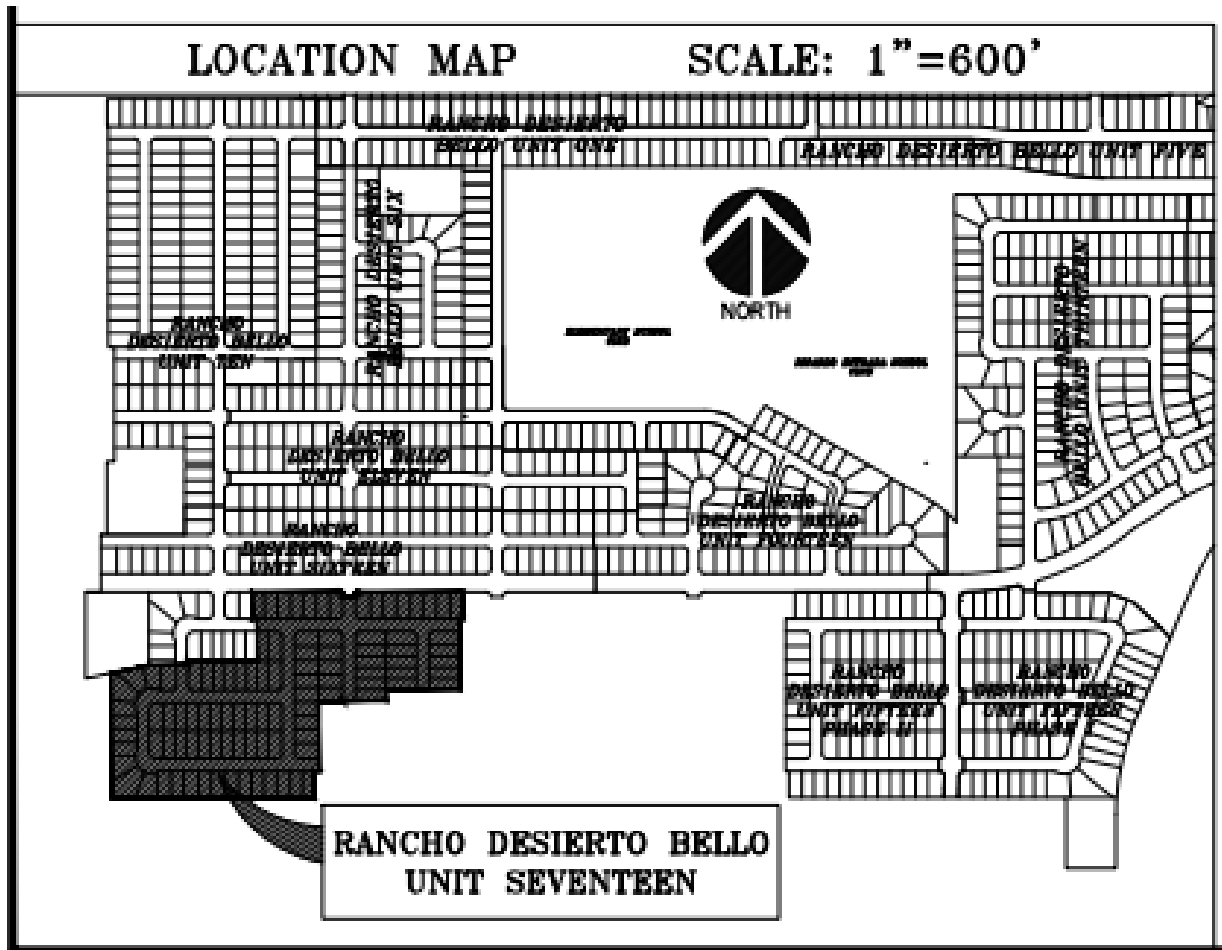


Attachment 2: Zoning Designation Map

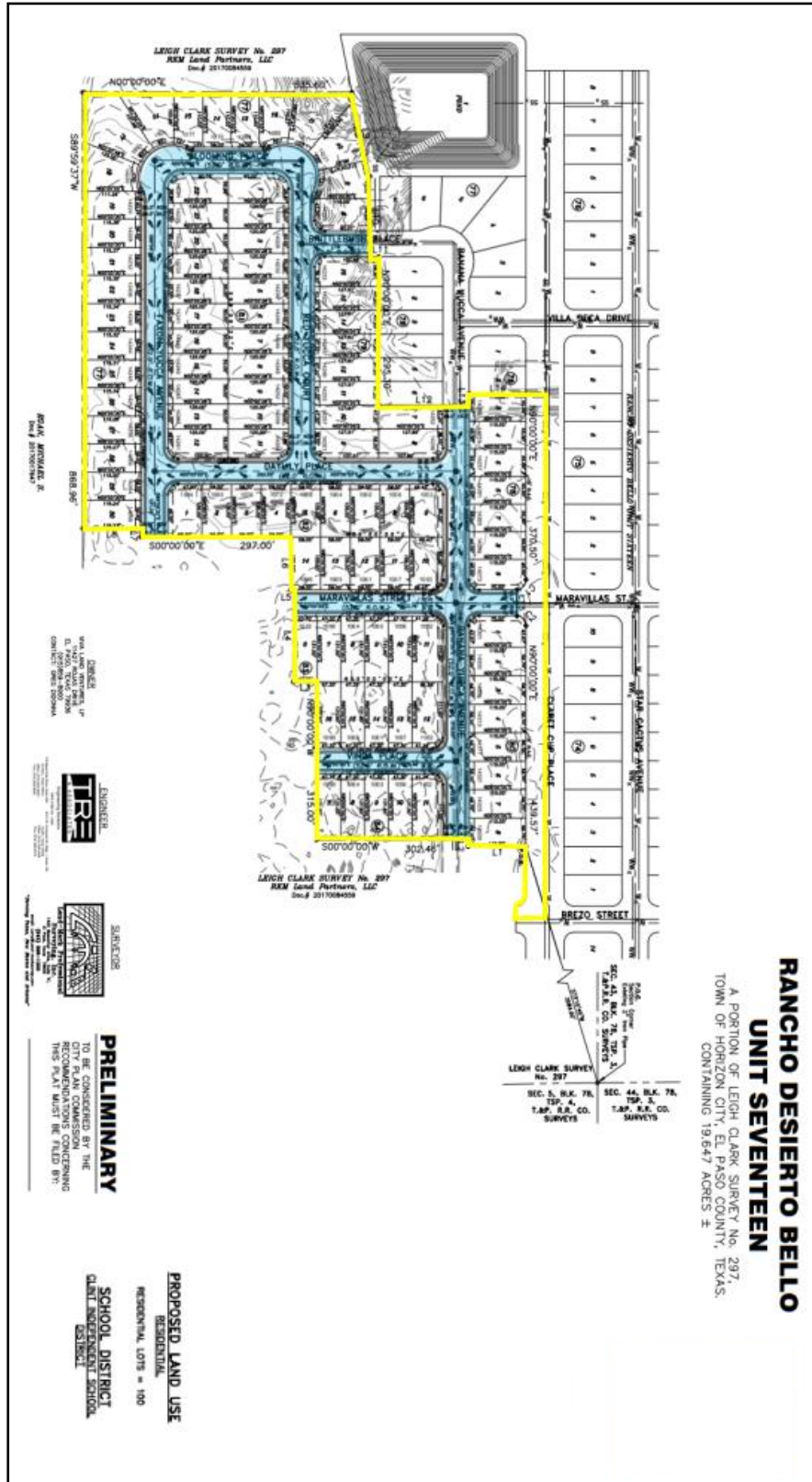
Planning & Zoning Commission
Preliminary / Final Combination Plat
Case No. SUC24-0002



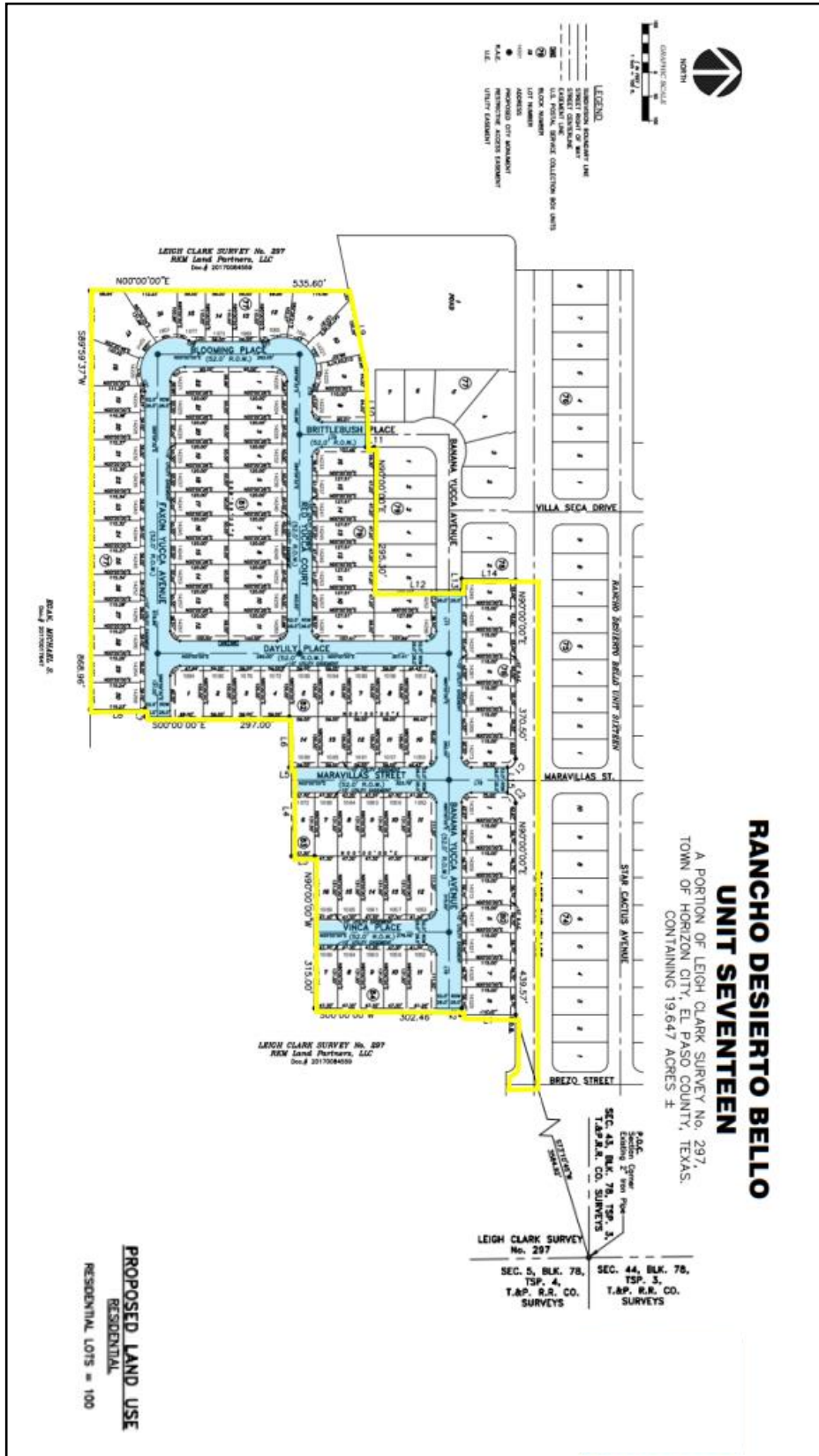
Attachment 3- Location Map



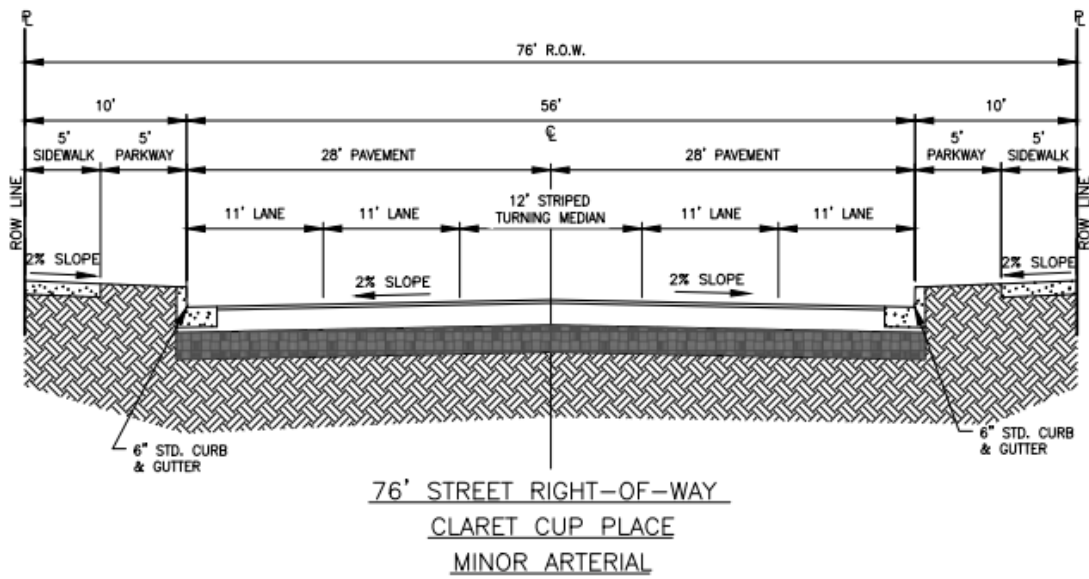
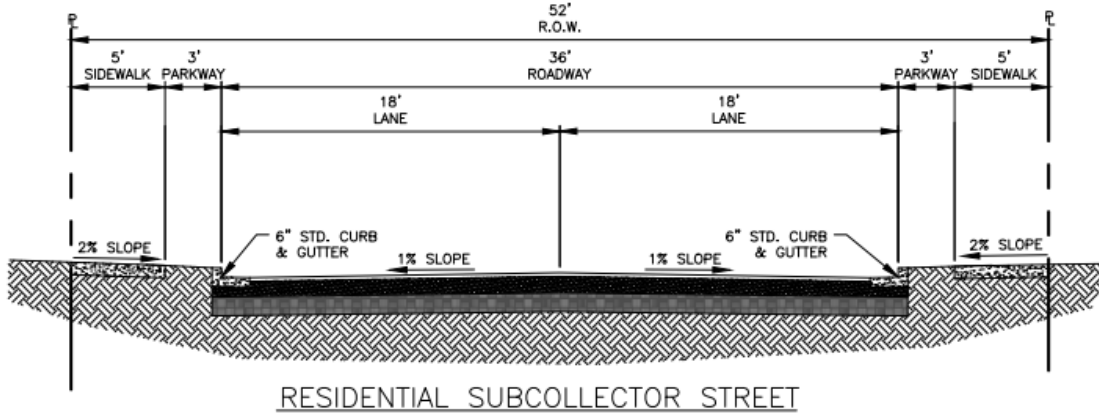
Attachment 4- Preliminary Plat



Attachment 5- Final Plat



Attachment 6 – Right of Way Cross Sections



Attachment 7 – Preliminary-Final Plat Application



Town of Horizon City, TX
Town of Horizon City Hall

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

PERMIT

SUC24-0002	SUBDIVISION COMBO (SUB/REPLAT- BOTH PRELIM/FINAL)
SITE ADDRESS: 0 UNKNOWN HORIZON CITY	ISSUED:
PRIMARY PARCEL: X29700000000080	EXPIRES:
PROJECT NAME: RANCHO DESIERTO BELLO U-17	

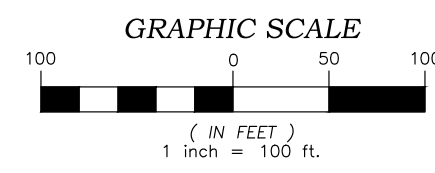
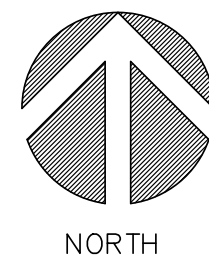
APPLICANT: Barraza, Karen
110 Mesa Park Dr. Suite 200
El Paso, TX 79912
9154128906

OWNER: RKM LAND PARTNERS LLC
7910 GATEWAY #102
EL PASO, TX 79915-1810

Detail Name	Detail Value
If the project will have improvements dedicated to the City, have the plans been approved?	N

RANCHO DESIERTO BELLO UNIT SEVENTEEN

A PORTION OF LEIGH CLARK SURVEY No. 297,
TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS.
CONTAINING 19.647 ACRES ±



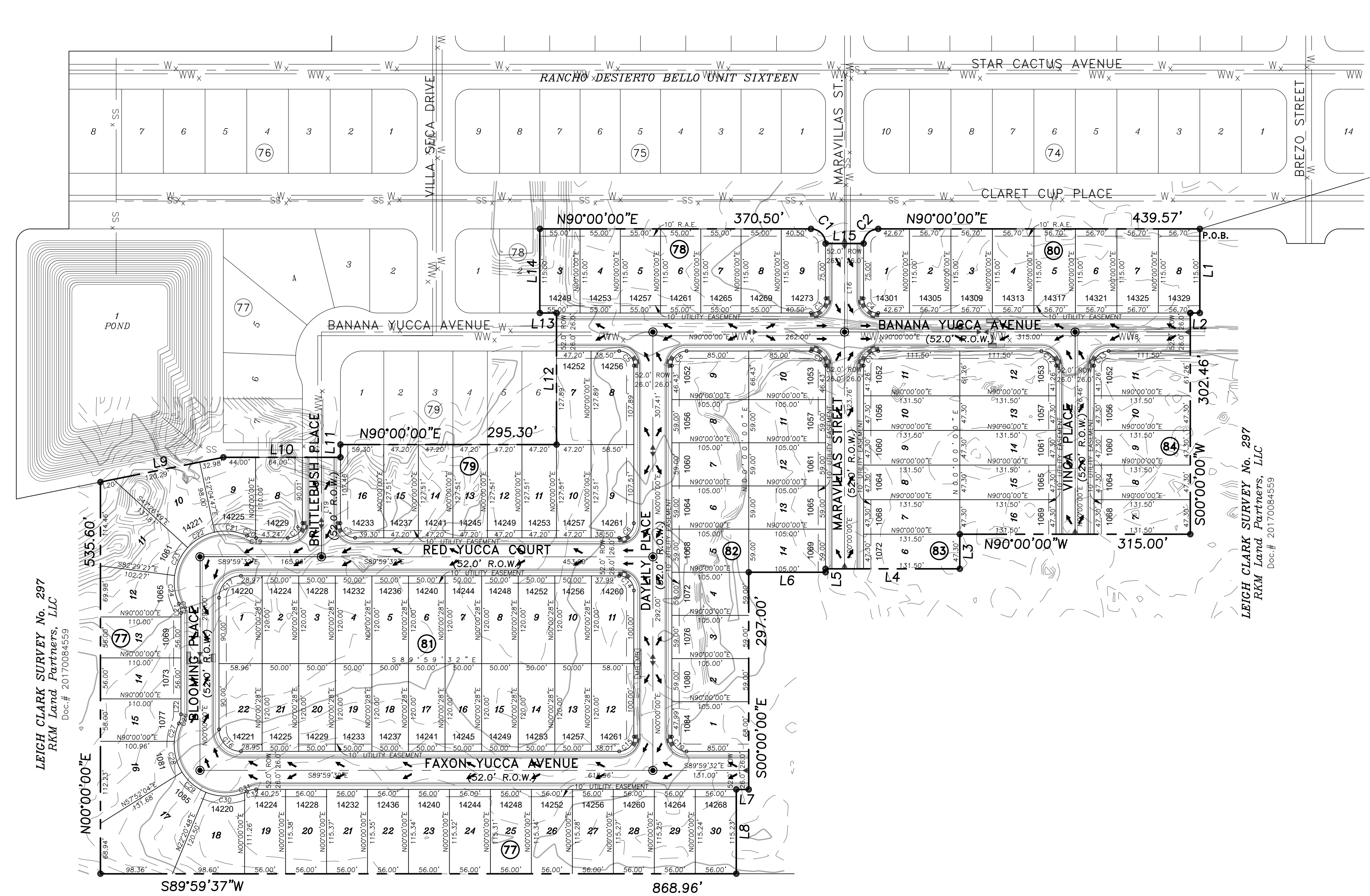
LEGEND

- SUBDIVISION BOUNDARY LINE
- STREET RIGHT OF WAY
- STREET CENTERLINE
- EASEMENT LINE
- U.S. POSTAL SERVICE COLLECTION BOX UNITS
- 78 BLOCK NUMBER
- 12 LOT NUMBER
- 14301 ADDRESS
- EXISTING GROUND CONTOUR LINES
CONTOUR INTERVAL = 1.0 FOOT
- PROPOSED CITY MONUMENT
- R.A.E. RESTRICTIVE ACCESS EASEMENT
- U.E. UTILITY EASEMENT
- ↑ DRAINAGE FLOW ARROW

PROPOSED LAND USE
RESIDENTIAL

RESIDENTIAL LOTS = 100

SCHOOL DISTRICT
CLINT INDEPENDENT SCHOOL DISTRICT



P.O.C.
Section Corner
Existing 2" Iron Pipe
SEC. 43, BLK. 78, TSP. 3,
T.&P.R.R. CO. SURVEYS

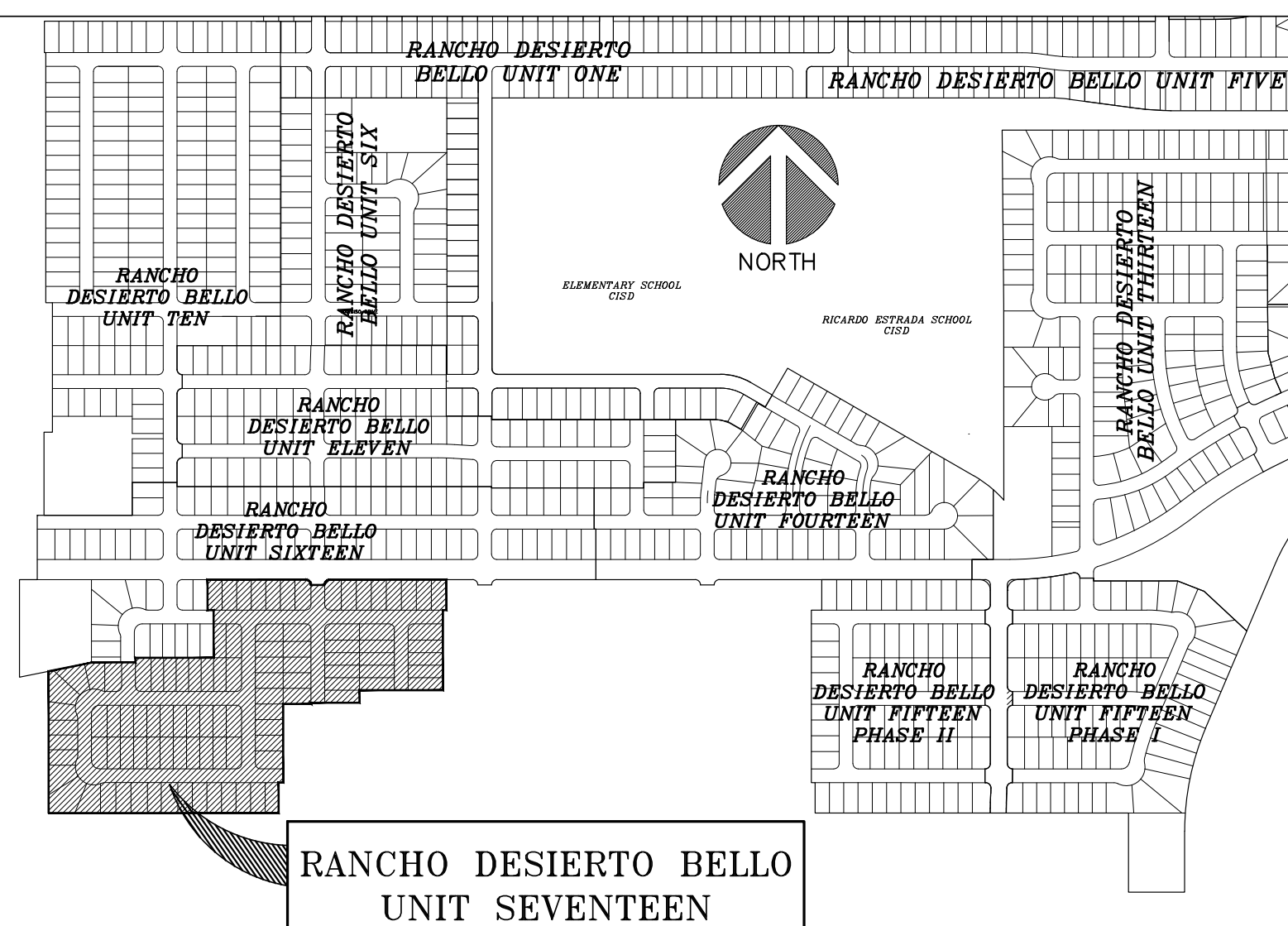
LEIGH CLARK SURVEY No. 297
SEC. 5, BLK. 78, TSP. 4,
T.&P. R.R. CO. SURVEYS

LEIGH CLARK SURVEY No. 297
RKM Doc# 20170084559

LEIGH CLARK SURVEY No. 297
RKM Doc# 20170084559

LOCATION MAP

SCALE: 1"=600'



RANCHO DESIERTO BELLO
UNIT SEVENTEEN

EGAN, MICHAEL S.
Doc.# 20170017647

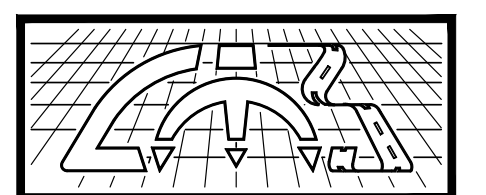
PRELIMINARY

TO BE CONSIDERED BY THE
CITY PLAN COMMISSION
RECOMMENDATIONS CONCERNING
THIS PLAT MUST BE FILED BY:

OWNER
VIVA LAND VENTURES, LP
11427 ROJAS DRIVE
EL PASO, TEXAS 79936
(915)859-8900
CONTACT: GREG DIDONNA



SURVEYOR



Land-Mark Professional
Surveying, Inc.
1420 Bessemer Drive, Suite 'A',
El Paso, Texas 79935
(915) 598-1300
email: Larry@land-marksurvey.com
"Serving Texas, New Mexico and Arizona"

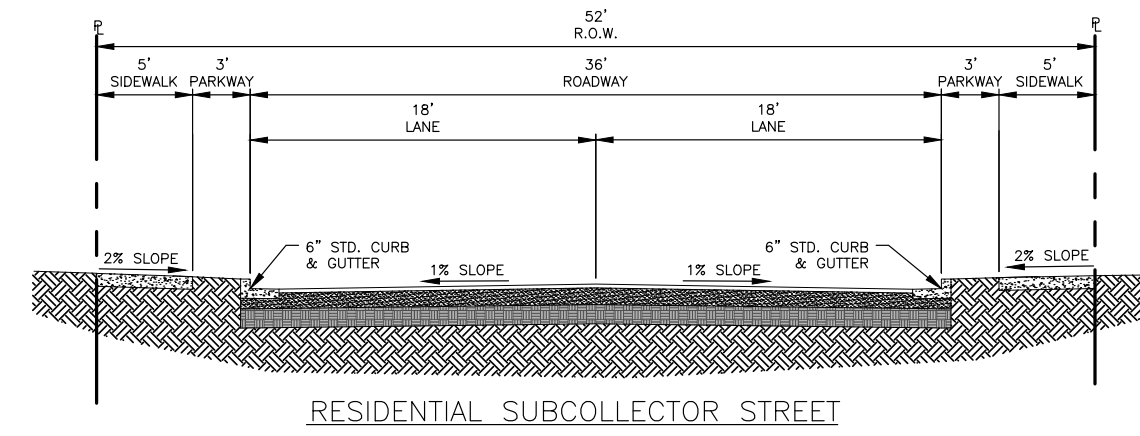
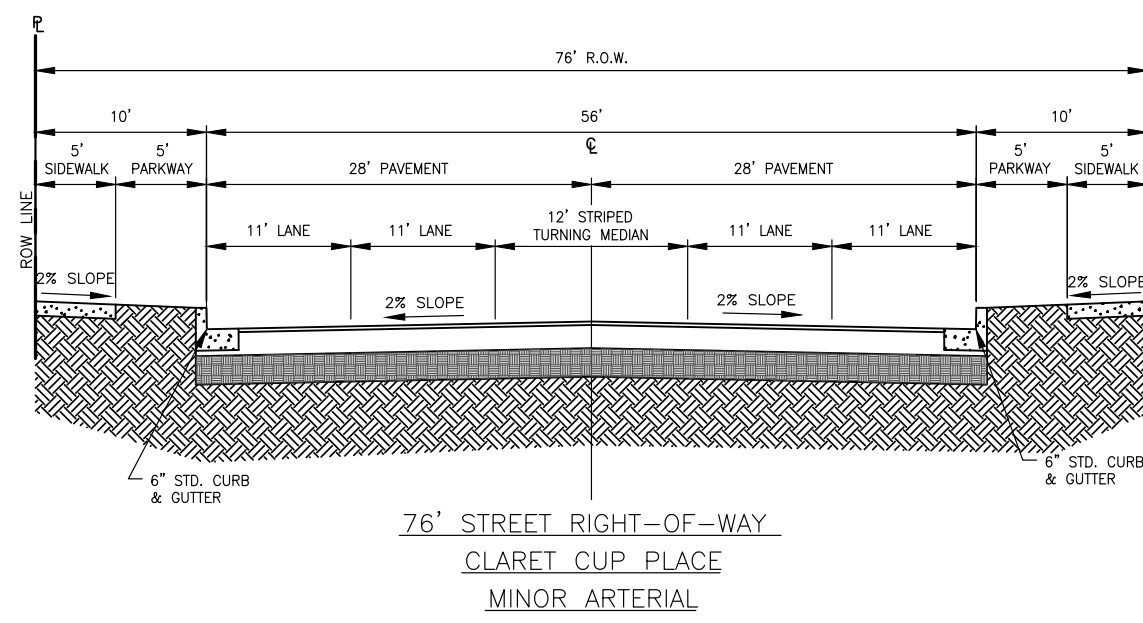
RANCHO DESIERTO BELLO UNIT SEVENTEEN

A PORTION OF LEIGH CLARK SURVEY No. 297,
TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS.
CONTAINING 19.647 ACRES ±

128

METES & BOUNDS DESCRIPTION

COMMENCING, for reference, at an existing 2-inch iron pipe located at the common east corner of Section 43, Block 78, Township 3, Texas and Pacific Railroad Company Surveys and Leigh Clark Survey No. 297;
THENCE, South 73°10'43" West, a distance of 3584.92 feet to a point lying in the southerly boundary line of Rancho Desierto Bello Unit Sixteen, for a corner of this parcel and the POINT OF BEGINNING of this parcel description;
THENCE, South 00°00'00" East, departing said southerly boundary line, a distance of 115.00 feet to a point, for a corner of this parcel;
THENCE, North 90°00'00" West, a distance of 13.07 feet to a point, for a corner of this parcel;
THENCE, South 00°00'00" East, a distance of 302.46 feet to a point, for a corner of this parcel;
THENCE, North 90°00'00" West, a distance of 315.00 feet to a point, for a corner of this parcel;
THENCE, South 00°00'00" East, a distance of 47.30 feet to a point, for a corner of this parcel;
THENCE, North 90°00'00" West, a distance of 183.50 feet to a point, for a corner of this parcel;
THENCE, South 00°00'00" East, a distance of 4.66 feet to a point, for a corner of this parcel;
THENCE, North 90°00'00" West, a distance of 105.00 feet to a point, for a corner of this parcel;
THENCE, South 00°00'00" East, a distance of 297.00 feet to a point, for a corner of this parcel;
THENCE, North 89°59'32" West, a distance of 17.00 feet to a point, for a corner of this parcel;
THENCE, South 00°00'00" East, a distance of 115.23 feet to a point lying in the northerly boundary line of a parcel of land recorded in Document No. 20170017647, Official Records of El Paso County, Texas; for a corner of this parcel;
THENCE, South 89°59'37" West, with said northerly boundary line, a distance of 868.96 feet to a point, for a corner of this parcel;
THENCE, North 00°00'00" East, departing said northerly boundary line, a distance of 535.60 feet to a point lying in said southerly boundary line of Rancho Desierto Bello Unit Sixteen, for a corner of this parcel;
THENCE, North 78°37'00" East, with said southerly boundary line a distance of 171.33 feet to a point, for a corner of this parcel;
THENCE, North 90°00'00" East, continuing with said southerly boundary line, a distance of 160.00 feet to a point, for a corner of this parcel;
THENCE, North 00°00'00" West, continuing with said southerly boundary line, a distance of 17.44 feet to a point, for a corner of this parcel;
THENCE, North 90°00'00" East, continuing with said southerly boundary line, a distance of 295.30 feet to a point, for a corner of this parcel;
THENCE, North 00°00'00" East, continuing with said southerly boundary line, a distance of 179.89 feet to a point, for a corner of this parcel;
THENCE, North 90°00'00" West, continuing with said southerly boundary line, a distance of 22.80 feet to a point, for a corner of this parcel;
THENCE, North 00°00'00" East, continuing with said southerly boundary line, a distance of 115.00 feet to a point, for a corner of this parcel;
THENCE, North 90°00'00" East, continuing with said southerly boundary line, a distance of 370.50 feet to a point, for a corner of this parcel;
THENCE, Southeasterly with the arc of a curve to the right, and continuing with said southerly boundary line, a distance of 31.42 feet to a point, for a corner of this parcel; Said curve having a radius of 20.00 feet, a central angle of 90°00'00", and a chord which bears South 45°00'00" East, a distance of 28.28 feet;
THENCE, North 90°00'00" East, continuing with said southerly boundary line, a distance of 52.00 feet to a point, for a corner of this parcel;
THENCE, Northeasterly with the arc of a curve to the right, and continuing with said southerly boundary line, a distance of 31.42 feet to a point, for a corner of this parcel; Said curve having a radius of 20.00 feet, a central angle of 90°00'00", and a chord which bears North 45°00'00" East, a distance of 28.28 feet;
THENCE, North 90°00'00" East, continuing with said southerly boundary line, a distance of 439.57 feet to the POINT OF BEGINNING.
Said parcel contains 19.647 Acres (855,825 Square feet) more or less.



CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	20.00'	31.42'	28.28'	N45°00'00"W	90°00'00"
C2	20.00'	31.42'	28.28'	S45°00'00"W	90°00'00"
C3	20.00'	31.42'	28.28'	N45°00'00"E	90°00'00"
C4	20.00'	31.42'	28.28'	S45°00'00"E	90°00'00"
C5	20.00'	31.42'	28.28'	N45°00'00"W	90°00'00"
C6	20.00'	31.42'	28.29'	N45°00'14"E	90°00'28"
C7	20.00'	31.41'	28.28'	S44°59'46"E	89°59'32"
C8	20.00'	31.42'	28.28'	S45°00'00"W	90°00'00"
C9	20.00'	31.42'	28.28'	N45°00'00"W	90°00'00"
C10	20.00'	31.41'	28.28'	S44°59'46"E	89°59'32"
C11	20.00'	31.42'	28.28'	S45°00'00"W	90°00'00"
C12	20.00'	31.42'	28.28'	N45°00'00"W	90°00'00"
C13	20.00'	31.42'	28.28'	S45°00'00"W	90°00'00"
C14	20.00'	31.41'	28.28'	N44°59'46"W	89°59'32"
C15	20.00'	31.42'	28.29'	N45°00'14"E	90°00'28"
C16	30.00'	47.12'	42.42'	S44°59'46"E	89°59'32"

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C17	30.00'	47.13'	42.43'	S45°00'14"W	90°00'28"
C18	20.00'	31.42'	28.29'	N45°00'14"E	90°00'28"
C19	30.00'	0.76'	0.76'	S89°15'55"E	1°27'14"
C20	30.00'	12.22'	12.13'	S76°52'21"E	23°19'55"
C21	70.00'	45.05'	44.28'	N83°38'35"W	36°52'23"
C22	70.00'	43.21'	42.53'	S60°14'12"W	35°22'03"
C23	70.00'	42.81'	42.15'	S25°01'55"W	35°02'32"
C24	70.00'	39.46'	38.94'	S08°38'15"E	32°17'47"
C25	30.00'	12.98'	12.88'	N12°23'34"W	24°47'08"
C26	30.00'	12.98'	12.88'	N12°23'41"E	24°47'23"
C27	70.00'	25.32'	25.18'	S14°25'42"W	20°43'20"
C28	70.00'	44.23'	43.49'	S14°01'57"E	36°11'58"
C29	70.00'	43.40'	42.71'	S49°53'34"E	35°31'16"
C30	70.00'	54.13'	52.79'	S89°48'17"E	44°18'09"
C31	70.00'	3.45'	3.45'	N66°37'52"E	2°49'33"
C32	30.00'	12.98'	12.88'	S77°36'47"W	24°47'23"

LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°00'00"E	115.00'
L2	N90°00'00"W	13.07'
L3	S00°00'00"E	47.30'
L4	N90°00'00"W	183.50'
L5	S00°00'00"E	4.66'
L6	N90°00'00"W	105.00'
L7	N89°59'32"W	17.00'
L8	S00°00'00"E	115.23'
L9	N78°37'00"E	171.33'
L10	N90°00'00"E	160.00'
L11	N00°00'00"E	17.44'
L12	N00°00'00"E	179.89'
L13	N90°00'00"W	22.80'
L14	N00°00'00"E	115.00'
L15	N90°00'00"E	52.00'
L16	N00°00'00"E	121.00'
L17	N90°00'00"E	131.70'
L18	N90°00'00"E	157.50'
L19	N00°00'00"E	136.02'
L20	N78°37'00"E	18.06'
L21	S00°00'00"E	5.54'
L22	S00°00'00"E	21.04'

LOT AREA TABLE		
BLOCK & LOT #	SQ. FT.	ACRES
Block 77, Lot 08	6,955	0.160
Block 77, Lot 09	6,804	0.156
Block 77, Lot 10	8,592	0.197
Block 77, Lot 11	9,792	0.225
Block 77, Lot 12	6,603	0.152
Block 77, Lot 13	6,160	0.141
Block 77, Lot 14	6,160	0.141
Block 77, Lot 15	6,206	0.142
Block 77, Lot 16	8,287	0.190
Block 77, Lot 17	13,032	0.299
Block 77, Lot 18	8,248	0.189
Block 77, Lot 19	6,439	0.148
Block 77, Lot 20	6,461	0.148
Block 77, Lot 21	6,460	0.148
Block 77, Lot 22	6,459	0.148
Block 77, Lot 23	6,459	0.148
Block 77, Lot 24	6,458	0.148
Block 77, Lot 25	6,458	0.148
Block 77, Lot 26	6,457	0.148
Block 77, Lot 27	6,455	0.148
Block 77, Lot 28	6,455	0.148
Block 77, Lot 29	6,454	0.148
Block 77, Lot 30	6,453	0.148
Block 78, Lot 03	6,325	0.145
Block 78, Lot 04	6,325	0.145
Block 78, Lot 05	6,325	0.145
Block 78, Lot 06	6,325	0.145
Block 78, Lot 07	6,325	0.145
Block 78, Lot 08	6,325	0.145
Block 78, Lot 09	6,786	0.156
Block 79, Lot 07	6,036	0.139
Block 79, Lot 08	7,396	0.170
Block 79, Lot 09	7,373	0.169
Block 79, Lot 10	6,018	0.138

LOT AREA TABLE		
BLOCK & LOT #	SQ. FT.	ACRES
Block 79, Lot 11	6,018	0.138
Block 79, Lot 12	6,018	0.138
Block 79, Lot 13	6,018	0.138
Block 79, Lot 14	6,018	0.138
Block 79, Lot 15	6,018	0.138
Block 79, Lot 16	7,474	0.172
Block 80, Lot 01	7,035	0.162
Block 80, Lot 02	6,521	0.150
Block 80, Lot 03	6,521	0.150
Block 80, Lot 04	6,521	0.150
Block 80, Lot 05	6,521	0.150
Block 80, Lot 06	6,521	0.150
Block 80, Lot 07	6,521	0.150
Block 80, Lot 08	6,521	0.150
Block 81, Lot 01	6,883	0.158
Block 81, Lot 02	6,000	0.138
Block 81, Lot 03	6,000	0.138
Block 81, Lot 04	6,000	0.138
Block 81, Lot 05	6,000	0.138
Block 81, Lot 06	6,000	0.138
Block 81, Lot 07	6,000	0.138
Block 81, Lot 08	6,000	0.138
Block 81, Lot 09	6,000	0.138
Block 81, Lot 10	6,000	0.138
Block 81, Lot 11	6,873	0.158
Block 81, Lot 12	6,875	0.158
Block 81, Lot 13	6,000	0.138
Block 81, Lot 14	6,000	0.138
Block 81, Lot 15	6,000	0.138
Block 81, Lot 16	6,000	0.138
Block 81, Lot 17	6,000	0.138
Block 81, Lot 18	6,000	0.138
Block 81, Lot 19	6,000	0.138
Block 81, Lot 20	6,000	0.138

LOT AREA TABLE		
BLOCK & LOT #	SQ. FT.	ACRES
Block 81, Lot 21	6,000	0.138
Block 81, Lot 22	6,881	0.158
Block 82, Lot 01	7,053	0.162
Block 82, Lot 02	6,195	0.142
Block 82, Lot 03	6,195	0.142
Block 82, Lot 04	6,195	0.142
Block 82, Lot 05	6,195	0.142
Block 82, Lot 06	6,195	0.142
Block 82, Lot 07	6,195	0.142
Block 82, Lot 08	6,195	0.142
Block 82, Lot 09	6,889	0.158
Block 82, Lot 10	6,889	0.158
Block 82, Lot 11	6,195	0.142
Block 82, Lot 12	6,195	0.142
Block 82, Lot 13	6,195	0.142
Block 82, Lot 14	6,195	0.142
Block 83, Lot 06	6,220	0.143
Block 83, Lot 07	6,220	0.143
Block 83, Lot 08	6,220	0.143
Block 83, Lot 09	6,220	0.143
Block 83, Lot 10	6,220	0.143
Block 83, Lot 11	7,970	0.183
Block 83, Lot 12	7,970	0.183
Block 83, Lot 13	6,220	0.143
Block 83, Lot 14	6,220	0.143
Block 83, Lot 15	6,220	0.143
Block 83, Lot 16	6,220	0.143
Block 84, Lot 07	6,220	0.143
Block 84, Lot 08	6,220	0.143
Block 84, Lot 09	6,220	0.143
Block 84, Lot 10	6,220	0.143
Block 84, Lot 11	7,970	0.183

PLAT NOTES AND RESTRICTIONS

- BEARINGS ARE BASED ON UNDERLYING DEEDS.
- = THIS SYMBOL REPRESENTS ALL PROPOSED STREET MONUMENTS LOCATIONS.
- ☐ = THIS SYMBOL REPRESENTS U.S. POSTAL SERVICE COLLECTION BOX UNITS. POSTAL SERVICE WITHIN THIS SUBDIVISION WILL BE PROVIDED USING NEIGHBORHOOD DELIVERY AND COLLECTION BOX UNITS.
- ACCORDING TO THE FEDERAL EMERGENCY MAPPING AGENCY, FLOOD INSURANCE RATE MAP, PANEL NO. 480212 0250B, DATED SEPTEMBER 4, 1991, THIS PROPERTY APPEARS TO LIE WITHIN ZONE "X" WHICH BY DEFINITIONS IS NOT A SPECIAL FLOOD HAZARD ZONE.
- ALL UTILITY EASEMENTS ARE 10 FEET WIDE UNLESS OTHERWISE SPECIFIED.
- SET 5/8" REBAR WITH CAP STAMPED "LAND-MARK TX 4869 NM11402" AT ALL EXTERIOR BOUNDARY CORNERS UNLESS OTHERWISE NOTED.
- TAX CERTIFICATE(S) FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORDS SECTION.
INSTRUMENT NO. _____ INSTRUMENT NO. _____
- RESTRICTIVE COVENANTS FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORDS SECTION.
INSTRUMENT NO. _____
- THIS IS TO CERTIFY THAT WATER AND SEWER SERVICES WILL BE PROVIDED TO RANCHO DESIERTO BELLO UNIT SEVENTEEN BY THE HORIZON REGIONAL MUNICIPAL UTILITY DISTRICT IN ACCORDANCE WITH THEIR RULES AND REGULATIONS AND WITH SECTION 16.343 OF THE TEXAS WATER CODE. WATER AND SEWER SERVICES WILL BE EXTENDED TO THE SUBDIVISION FROM EXISTING FACILITIES AND WILL BE CONSTRUCTED TO SERVE THE SUBDIVISION WITHIN ONE YEAR OF THE DATE OF FILING THE FINAL SUBDIVISION PLAT.
- ACCESS TO LOTS 3-9, BLOCK 78, LOTS 1-8, BLOCK 80, ABUTTING CLARET CUP PLACE, SHALL BE FROM OTHER DEDICATED STREETS ONLY.

BENCHMARK

CITY MONUMENT AT THE CENTERLINE INTERSECTION OF ESCALERA DRIVE AND VALLEJO PLACE.
ELEVATION 4016.99' (NAVD 88 DATUM)

AREA TABLE		
DESCRIPTION	ACRES	SQ. FT.
RESIDENTIAL	15.045	655,359
RIGHT-OF-WAY	4.602	200,467

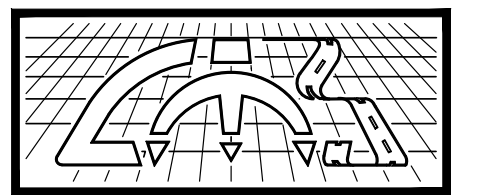
STREET TABLE			
NORTH - SOUTH	LENGTH	EAST - WEST	LENGTH
BLOOMING PLACE	292.00'	BANANA YUCCA AVENUE	866.20'
BRITTELBUSH PLACE	136.02'	RED YUCCA COURT	618.96'
DAYLILY PLACE	599.41'	FAXON YUCCA AVENUE	749.96'
MARAVILLAS STREET	444.76'		
VINCA PLACE	276.46'		

ENGINEER



110 Mesa Park Drive, Suite 200 El Paso, Texas 79912
Office: (915) 852-9003 Fax: (915) 629-8006

SURVEYOR



1420 Bessmer Drive, Suite 'A', El Paso, Texas 79935
Office: (915) 852-9003 Fax: (915) 368-5374

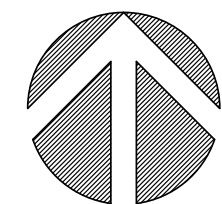
OWNER
VIVA LAND VENTURES, LP
11427 ROJAS DRIVE
EL PASO, TEXAS 79936
(915) 859-8900
CONTACT: GREG DIDONNA

email: Larry@land-marksurvey.com
"Serving Texas, New Mexico and Arizona"

DATE OF PREPARATION: JUNE 25, 2024
DATE OF LAST REVISION: SEPTEMBER 26, 2024

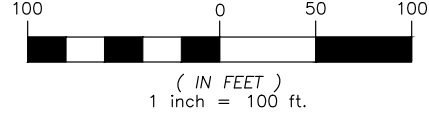
RANCHO DESIERTO BELLO UNIT SEVENTEEN

A PORTION OF LEIGH CLARK SURVEY No. 297,
TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS.
CONTAINING 19.647 ACRES ±



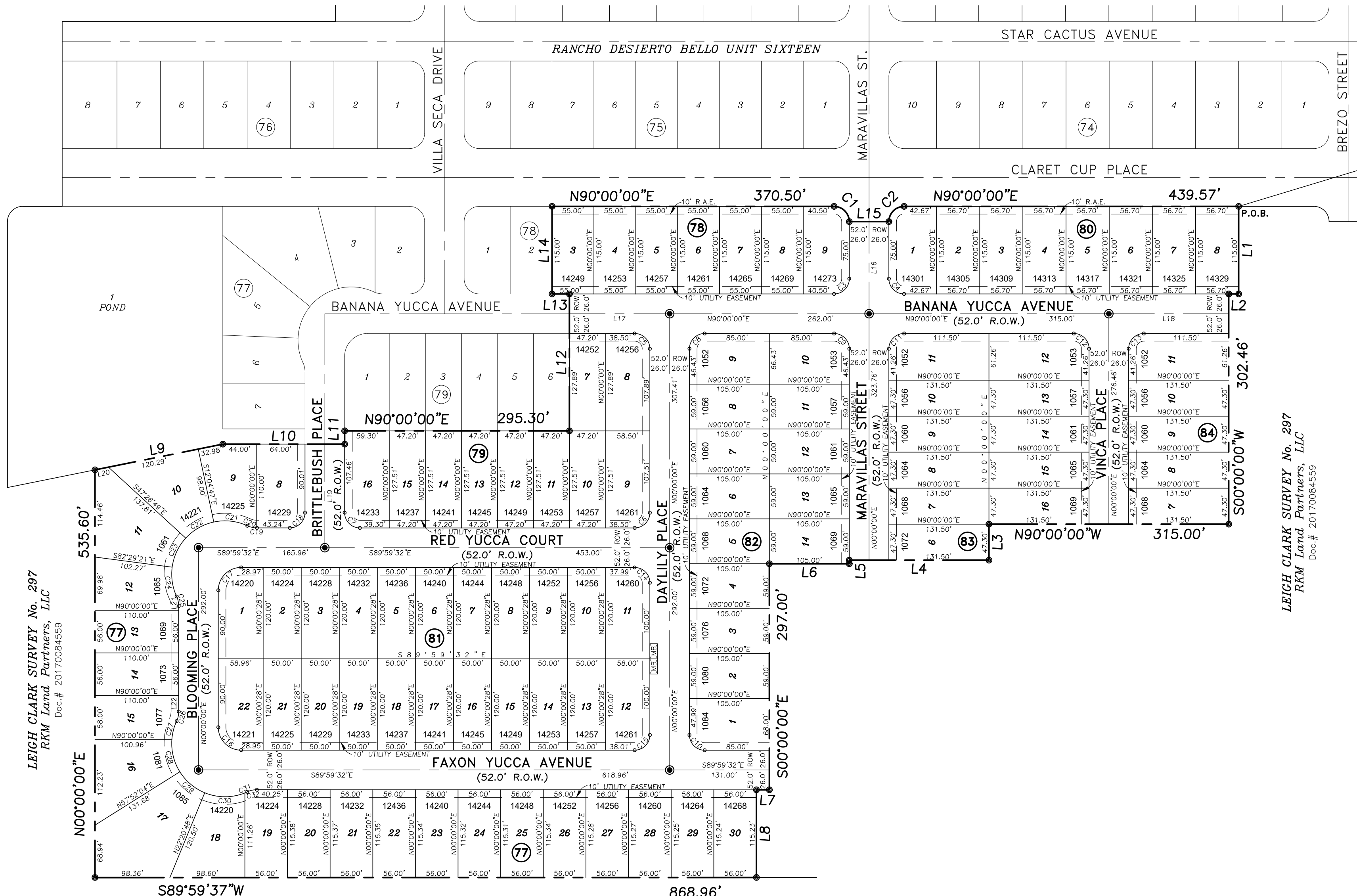
NORTH

GRAPHIC SCALE



LEGEND

- SUBDIVISION BOUNDARY LINE
- STREET RIGHT OF WAY
- STREET CENTERLINE
- EASEMENT LINE
- U.S. POSTAL SERVICE COLLECTION BOX UNITS
- 79 BLOCK NUMBER
- 12 LOT NUMBER
- 14301 ADDRESS
- PROPOSED CITY MONUMENT
- R.A.E. RESTRICTIVE ACCESS EASEMENT
- U.E. UTILITY EASEMENT



P.O.C.
Section Corner
Existing 2" Iron Pipe
SEC. 43, BLK. 78, TSP. 3,
T.&P.R.R. CO. SURVEYS

LEIGH CLARK SURVEY
No. 297
SEC. 5, BLK. 78,
TSP. 4,
T.&P.R.R. CO.
SURVEYS

PROPOSED LAND USE
RESIDENTIAL

RESIDENTIAL LOTS = 100

SCHOOL DISTRICT
CLINT INDEPENDENT SCHOOL
DISTRICT

DEDICATION

VIVA LAND VENTURES, LP, the owner of this land, does hereby present this map and dedicate their respective portions of property to the use of the public, the streets, drives, ponding area, drainage right-of-way, and utility easements as hereon laid out and designated, including easements for overhead service wires for pole type utilities and the right for installation of service poles alongside lot lines as may be required, easements for buried service wires, conduits and pipes for underground utilities, and the right to ingress and egress for service and construction, and the right to trim interfering trees and shrubs.

We certify that all utilities have been or will be installed in accordance to requirements by the local utility companies and the Town of Horizon City.

We attest that the matters asserted in this plot are true and complete.

Witness my signature this _____ day of _____ 2024.

Greg DiDonna, President
VIVA LAND VENTURES, LP

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF EL PASO

Before me, the undersigned authority, on this day personally appeared Greg DiDonna, President, VIVA LAND VENTURES, LP, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed for the purpose and consideration herein expressed.

Given under my hand and seal of office this _____ day of _____ 2024.

Notary Public in and for El Paso County, Texas

My Commission Expires _____

TOWN OF HORIZON CITY TOWN COUNCIL

This subdivision is hereby approved as to the platting and as to the conditions of the dedication in accordance with Chapter 212 of the Local Government Code of Texas, this _____ day of _____ 2024.

Accepted and adopted by the City Council of Town of Horizon City this _____ day of _____ 2024.

Elvia Schuller, City Clerk

Andres Renteria, Mayor

Approved for filing this _____ day of _____ 2024.

HUITZ-ZOLLARS, INC. (Town Engineer)
by Isabel Vasquez, P.E.,
Vice President

FILING

Filed and recorded in the office of the County Clerk of El Paso County, Texas, this _____ day of _____ 2024, in Volume _____ of the Plat Records,
Page _____, File No. _____

County Clerk

by Deputy

Subdivision Improvement Plans
prepared by and under the supervision
of TRE & Associates, LLC

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

ROBERTO S. ROMERO, P.E.
Licensed Professional Engineer
Texas License No. 114517

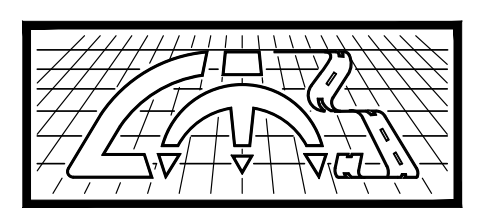
LARRY L. DREWES, R.P.L.S.
Registered Professional Land Surveyor
Texas License No. 4869

ENGINEER



OWNER
VIVA LAND VENTURES, LP.
11427 ROJAS DRIVE
EL PASO, TEXAS 79936
(915)859-8900
CONTACT: GREG DIDONNA

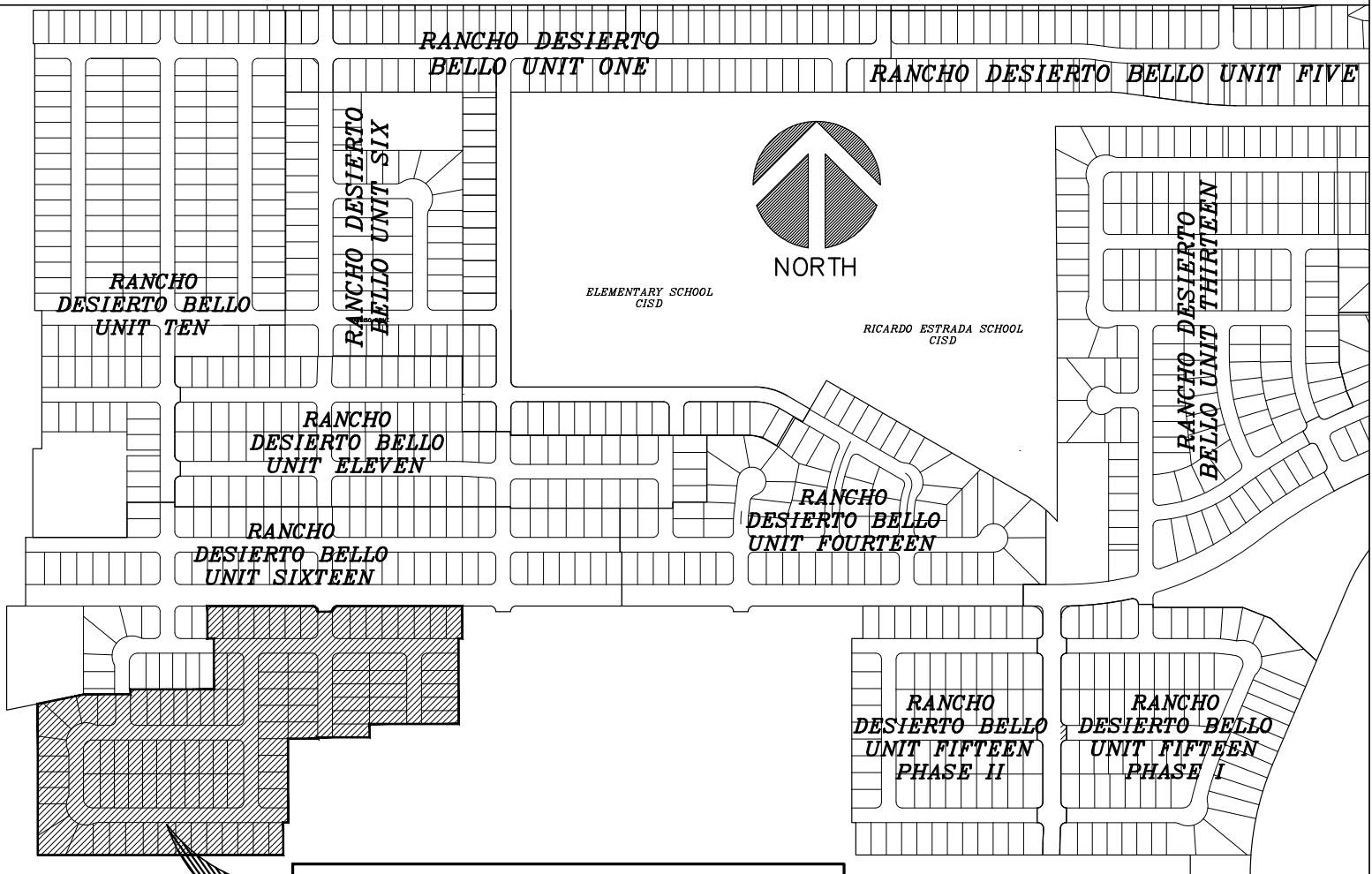
SURVEYOR



Land-Mark Professional
Surveying, Inc.
1420 Bessemer Drive, Suite "A"
El Paso, Texas 79936
(915) 598-1300
Texas Licensed Surveying Firm
Registration Number 10125900
email: Lorry@land-marksurvey.com
"Serving Texas, New Mexico
and Arizona"

LOCATION MAP

SCALE: 1"=600'



RANCHO DESIERTO BELLO
UNIT SEVENTEEN

EGAN, MICHAEL S.
Doc.# 20170017647

LEIGH CLARK SURVEY No. 297
RKM Land Partners, LLC
Doc.# 20170084559

RANCHO DESIERTO BELLO UNIT SEVENTEEN

A PORTION OF LEIGH CLARK SURVEY No. 297,
TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS.
CONTAINING 19.647 ACRES ±

130

METES & BOUNDS DESCRIPTION

COMMENCING, for reference, at an existing 2-inch iron pipe located at the common east corner of Section 43, Block 78, Township 3, Texas and Pacific Railroad Company Surveys and Leigh Clark Survey No. 297;
THENCE, South 73°10'45" West, a distance of 3584.92 feet to a point lying in the southerly boundary line of Rancho Desierto Bello Unit Sixteen, for a corner of this parcel and the POINT OF BEGINNING of this parcel description;
THENCE, South 00°00'00" East, departing said southerly boundary line, a distance of 115.00 feet to a point, for a corner of this parcel;
THENCE, North 90°00'00" West, a distance of 13.07 feet to a point, for a corner of this parcel;
THENCE, South 00°00'00" East, a distance of 302.46 feet to a point, for a corner of this parcel;
THENCE, North 90°00'00" West, a distance of 315.00 feet to a point, for a corner of this parcel;
THENCE, South 00°00'00" East, a distance of 47.30 feet to a point, for a corner of this parcel;
THENCE, North 90°00'00" West, a distance of 183.50 feet to a point, for a corner of this parcel;
THENCE, South 00°00'00" East, a distance of 4.66 feet to a point, for a corner of this parcel;
THENCE, North 90°00'00" West, a distance of 105.00 feet to a point, for a corner of this parcel;
THENCE, South 00°00'00" East, a distance of 297.00 feet to a point, for a corner of this parcel;
THENCE, North 89°59'32" West, a distance of 17.00 feet to a point, for a corner of this parcel;
THENCE, South 00°00'00" East, a distance of 115.23 feet to a point lying in the northerly boundary line of a parcel of land recorded in Document No. 20170017647, Official Records of El Paso County, Texas; for a corner of this parcel;
THENCE, South 89°59'37" West, with said northerly boundary line, a distance of 868.96 feet to a point, for a corner of this parcel;
THENCE, North 00°00'00" East, departing said northerly boundary line, a distance of 535.60 feet to a point lying in said southerly boundary line of Rancho Desierto Bello Unit Sixteen, for a corner of this parcel;
THENCE, North 78°37'00" East, with said southerly boundary line a distance of 171.33 feet to a point, for a corner of this parcel;
THENCE, North 90°00'00" East, continuing with said southerly boundary line, a distance of 160.00 feet to a point, for a corner of this parcel;
THENCE, North 00°00'00" West, continuing with said southerly boundary line, a distance of 17.44 feet to a point, for a corner of this parcel;
THENCE, North 90°00'00" East, continuing with said southerly boundary line, a distance of 295.30 feet to a point, for a corner of this parcel;
THENCE, North 00°00'00" East, continuing with said southerly boundary line, a distance of 179.89 feet to a point, for a corner of this parcel;
THENCE, North 90°00'00" West, continuing with said southerly boundary line, a distance of 22.80 feet to a point, for a corner of this parcel;
THENCE, North 00°00'00" East, continuing with said southerly boundary line, a distance of 115.00 feet to a point, for a corner of this parcel;
THENCE, North 90°00'00" West, continuing with said southerly boundary line, a distance of 370.50 feet to a point, for a corner of this parcel;
THENCE, Southeasterly with the arc of a curve to the right, and continuing with said southerly boundary line, a distance of 31.42 feet to a point, for a corner of this parcel; Said curve having a radius of 20.00 feet, a central angle of 90°00'00", and a chord which bears South 45°00'00" East, a distance of 28.28 feet;
THENCE, North 90°00'00" East, continuing with said southerly boundary line, a distance of 52.00 feet to a point, for a corner of this parcel;
THENCE, Northeasterly with the arc of a curve to the right, and continuing with said southerly boundary line, a distance of 31.42 feet to a point, for a corner of this parcel; Said curve having a radius of 20.00 feet, a central angle of 90°00'00", and a chord which bears North 45°00'00" East, a distance of 28.28 feet;
THENCE, North 90°00'00" East, continuing with said southerly boundary line, a distance of 439.57 feet to the POINT OF BEGINNING.
Said parcel contains 19.647 Acres (855,825 Square feet) more or less.

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	20.00'	31.42'	28.28'	N45°00'00"W	90°00'00"
C2	20.00'	31.42'	28.28'	S45°00'00"W	90°00'00"
C3	20.00'	31.42'	28.28'	N45°00'00"E	90°00'00"
C4	20.00'	31.42'	28.28'	S45°00'00"E	90°00'00"
C5	20.00'	31.42'	28.28'	N45°00'00"W	90°00'00"
C6	20.00'	31.42'	28.29'	N45°00'14"E	90°00'28"
C7	20.00'	31.41'	28.28'	S44°59'46"E	89°59'32"
C8	20.00'	31.42'	28.28'	S45°00'00"W	90°00'00"
C9	20.00'	31.42'	28.28'	N45°00'00"W	90°00'00"
C10	20.00'	31.41'	28.28'	S44°59'46"E	89°59'32"
C11	20.00'	31.42'	28.28'	S45°00'00"W	90°00'00"
C12	20.00'	31.42'	28.28'	N45°00'00"W	90°00'00"
C13	20.00'	31.42'	28.28'	S45°00'00"W	90°00'00"
C14	20.00'	31.41'	28.28'	N44°59'46"W	89°59'32"
C15	20.00'	31.42'	28.29'	N45°00'14"E	90°00'28"
C16	30.00'	47.12'	42.42'	S44°59'46"E	89°59'32"

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C17	30.00'	47.13'	42.43'	S45°00'14"W	90°00'28"
C18	20.00'	31.42'	28.29'	N45°00'14"E	90°00'28"
C19	30.00'	0.76'	0.76'	S89°15'55"E	1°27'14"
C20	30.00'	12.22'	12.13'	S76°52'21"E	23°19'55"
C21	70.00'	45.05'	44.28'	N83°38'35"W	36°52'23"
C22	70.00'	43.21'	42.53'	S60°14'12"W	35°22'03"
C23	70.00'	42.81'	42.15'	S25°01'55"W	35°02'32"
C24	70.00'	39.46'	38.94'	S08°38'15"E	32°17'47"
C25	30.00'	12.98'	12.88'	N12°23'34"W	24°47'08"
C26	30.00'	12.98'	12.88'	N12°23'41"E	24°47'23"
C27	70.00'	25.32'	25.18'	S14°25'42"W	20°43'20"
C28	70.00'	44.23'	43.49'	S14°01'57"E	36°11'58"
C29	70.00'	43.40'	42.71'	S49°53'34"E	35°31'16"
C30	70.00'	54.13'	52.79'	S89°48'17"E	44°18'09"
C31	70.00'	3.45'	3.45'	N66°37'52"E	2°49'33"
C32	30.00'	12.98'	12.88'	S77°36'47"W	24°47'23"

LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°00'00"E	115.00'
L2	N90°00'00"W	13.07'
L3	S00°00'00"E	47.30'
L4	N90°00'00"W	183.50'
L5	S00°00'00"E	4.66'
L6	N90°00'00"W	105.00'
L7	N89°59'32"W	17.00'
L8	S00°00'00"E	115.23'
L9	N78°37'00"E	171.33'
L10	N90°00'00"E	160.00'
L11	N00°00'00"W	17.44'
L12	N00°00'00"E	179.89'
L13	N90°00'00"W	22.80'
L14	N00°00'00"E	115.00'
L15	N90°00'00"E	52.00'
L16	N00°00'00"E	121.00'
L17	N90°00'00"E	131.70'
L18	N90°00'00"E	157.50'
L19	N00°00'00"E	136.02'
L20	N78°37'00"E	16.06'
L21	S00°00'00"E	5.54'
L22	S00°00'00"E	21.04'

LOT AREA TABLE		
BLOCK & LOT #	SQ. FT.	ACRES
Block 77, Lot 08	6,955	0.160
Block 77, Lot 09	6,804	0.156
Block 77, Lot 10	8,592	0.197
Block 77, Lot 11	9,792	0.225
Block 77, Lot 12	6,603	0.152
Block 77, Lot 13	6,160	0.141
Block 77, Lot 14	6,160	0.141
Block 77, Lot 15	6,206	0.142
Block 77, Lot 16	8,287	0.190
Block 77, Lot 17	13,032	0.299
Block 77, Lot 18	8,248	0.189
Block 77, Lot 19	6,439	0.148
Block 77, Lot 20	6,461	0.148
Block 77, Lot 21	6,460	0.148
Block 77, Lot 22	6,459	0.148
Block 77, Lot 23	6,459	0.148
Block 77, Lot 24	6,458	0.148
Block 77, Lot 25	6,458	0.148
Block 77, Lot 26	6,457	0.148
Block 77, Lot 27	6,455	0.148
Block 77, Lot 28	6,455	0.148
Block 77, Lot 29	6,454	0.148
Block 77, Lot 30	6,453	0.148
Block 78, Lot 03	6,325	0.145
Block 78, Lot 04	6,325	0.145
Block 78, Lot 05	6,325	0.145
Block 78, Lot 06	6,325	0.145
Block 78, Lot 07	6,325	0.145
Block 78, Lot 08	6,325	0.145
Block 78, Lot 09	6,786	0.156
Block 79, Lot 07	6,036	0.139
Block 79, Lot 08	7,396	0.170
Block 79, Lot 09	7,373	0.169
Block 79, Lot 10	6,018	0.138

LOT AREA TABLE		
BLOCK & LOT #	SQ. FT.	ACRES
Block 79, Lot 11	6,018	0.138
Block 79, Lot 12	6,018	0.138
Block 79, Lot 13	6,018	0.138
Block 79, Lot 14	6,018	0.138
Block 79, Lot 15	6,018	0.138
Block 79, Lot 16	7,474	0.172
Block 80, Lot 01	7,035	0.162
Block 80, Lot 02	6,521	0.150
Block 80, Lot 03	6,521	0.150
Block 80, Lot 04	6,521	0.150
Block 80, Lot 05	6,521	0.150
Block 80, Lot 06	6,521	0.150
Block 80, Lot 07	6,521	0.150
Block 80, Lot 08	6,521	0.150
Block 81, Lot 01	6,883	0.158
Block 81, Lot 02	6,000	0.138
Block 81, Lot 03	6,000	0.138
Block 81, Lot 04	6,000	0.138
Block 81, Lot 05	6,000	0.138
Block 81, Lot 06	6,000	0.138
Block 81, Lot 07	6,000	0.138
Block 81, Lot 08	6,000	0.138
Block 81, Lot 09	6,000	0.138
Block 81, Lot 10	6,000	0.138
Block 81, Lot 11	6,873	0.158
Block 81, Lot 12	6,875	0.158
Block 81, Lot 13	6,000	0.138
Block 81, Lot 14	6,000	0.138
Block 81, Lot 15	6,000	0.138
Block 81, Lot 16	6,000	0.138
Block 81, Lot 17	6,000	0.138
Block 81, Lot 18	6,000	0.138
Block 81, Lot 19	6,000	0.138
Block 81, Lot 20	6,000	0.138

LOT AREA TABLE		
BLOCK & LOT #	SQ. FT.	ACRES
Block 81, Lot 21	6,000	0.138
Block 81, Lot 22	6,881	0.158
Block 82, Lot 01	7,053	0.162
Block 82, Lot 02	6,195	0.142
Block 82, Lot 03	6,195	0.142
Block 82, Lot 04	6,195	0.142
Block 82, Lot 05	6,195	0.142
Block 82, Lot 06	6,195	0.142
Block 82, Lot 07	6,195	0.142
Block 82, Lot 08	6,195	0.142
Block 82, Lot 09	6,889	0.158
Block 82, Lot 10	6,889	0.158
Block 82, Lot 11	6,195	0.142
Block 82, Lot 12	6,195	0.142
Block 82, Lot 13	6,195	0.142
Block 82, Lot 14	6,195	0.142
Block 83, Lot 06	6,220	0.143
Block 83, Lot 07	6,220	0.143
Block 83, Lot 08	6,220	0.143
Block 83, Lot 09	6,220	0.143
Block 83, Lot 10	6,220	0.143
Block 83, Lot 11	7,970	0.183
Block 83, Lot 12	7,970	0.183
Block 83, Lot 13	6,220	0.143
Block 83, Lot 14	6,220	0.143
Block 83, Lot 15	6,220	0.143
Block 83, Lot 16	6,220	0.143
Block 84, Lot 07	6,220	0.143
Block 84, Lot 08	6,220	0.143
Block 84, Lot 09	6,220	0.143
Block 84, Lot 10	6,220	0.143
Block 84, Lot 11	7,970	0.183

PLAT NOTES AND RESTRICTIONS

- BEARINGS ARE BASED ON UNDERLYING DEEDS.
- = THIS SYMBOL REPRESENTS ALL PROPOSED STREET MONUMENTS LOCATIONS.
- ☐ = THIS SYMBOL REPRESENTS U.S. POSTAL SERVICE COLLECTION BOX UNITS. POSTAL SERVICE WITHIN THE SUBDIVISION WILL BE PROVIDED USING NEIGHBORHOOD DELIVERY AND COLLECTION BOX UNITS.
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BENCHMARK

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ELEVATION 4016.99' (NAVD 88 DATUM)

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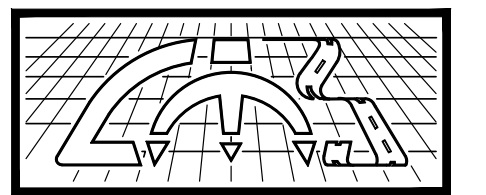
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SURVEYOR



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OWNER
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11427 ROJAS DRIVE
EL PASO, TEXAS 79936
(915) 859-8900
CONTACT: GREG DIDONNA

DATE OF PREPARATION: JUNE 25, 2024
DATE OF LAST REVISION: SEPTEMBER 26, 2024



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: December 10, 2024

To: Honorable Mayor and Members of City Council

From: Art Rubio, Chief Planner

SUBJECT: On the **Final Subdivision Plat** application for **Horizon Crossing Unit 3 (Case No. SUB-002493-2022-1)**, to reaffirm City Council approval of the Final Subdivision Plat and recording plat application and authorizing the Mayor to sign the recording plat legally described as Being a Portion of C.D Stewart Survey No. 321, Town of horizon City, El Paso County, Texas Containing: 19.469 Acres ± .

On March 2, 2022, the City Council voted unanimously to approve the final plat application for the Horizon Crossing Unit Three Subdivision Plat and a Resolution authorizing the Mayor to sign a Developer Participation Agreement with the property owner Camino Real Investment Properties, LLC, and Ranchos Real XV, LLC for the construction and maintenance of a larger ponding area within Horizon Town Center Unit Four Subdivision.

The property owner has completed all ponding improvements and has submitted a maintenance bond which the City has accepted along with all improvements to the pond. The property owner has submitted a recording application for Horizon Crossing Unit 3 Subdivision Plat. Staff recommend that City Council reaffirm approval and authorize the Mayor to sign the recording plat as the applicant has met all the requirements to record the subdivision plat.

Attached for your review is the staff report that was prepared for the Planning and Zoning Commission and the final plat.

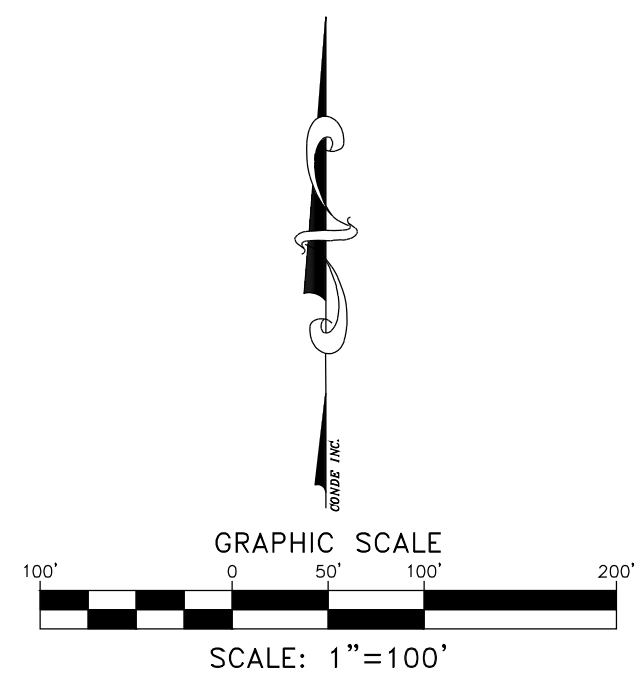
HORIZON CROSSING UNIT THREE

BEING A PORTION OF C.D STEWART SURVEY NO. 321, TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS CONTAINING: 19.469 ACRES

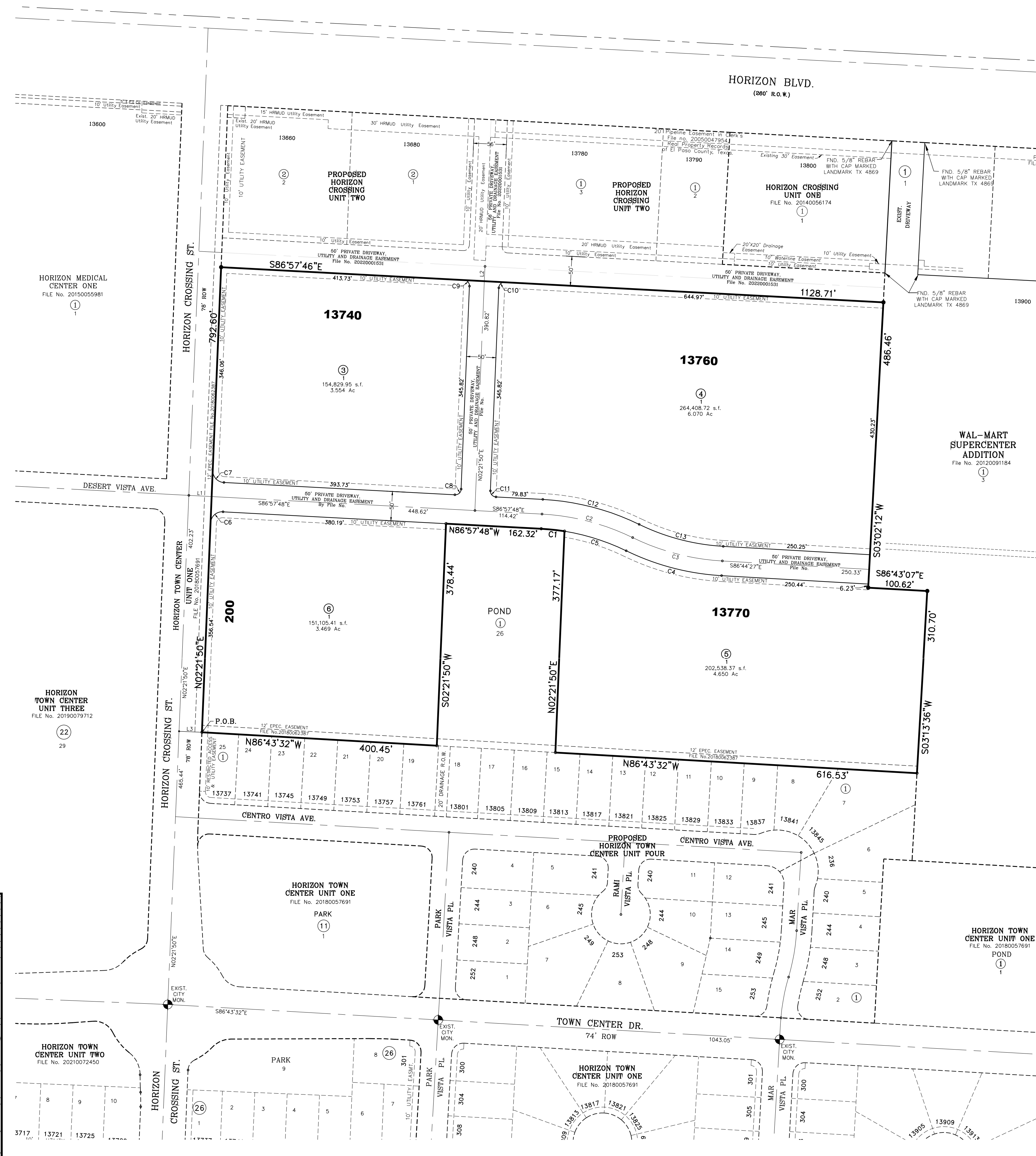
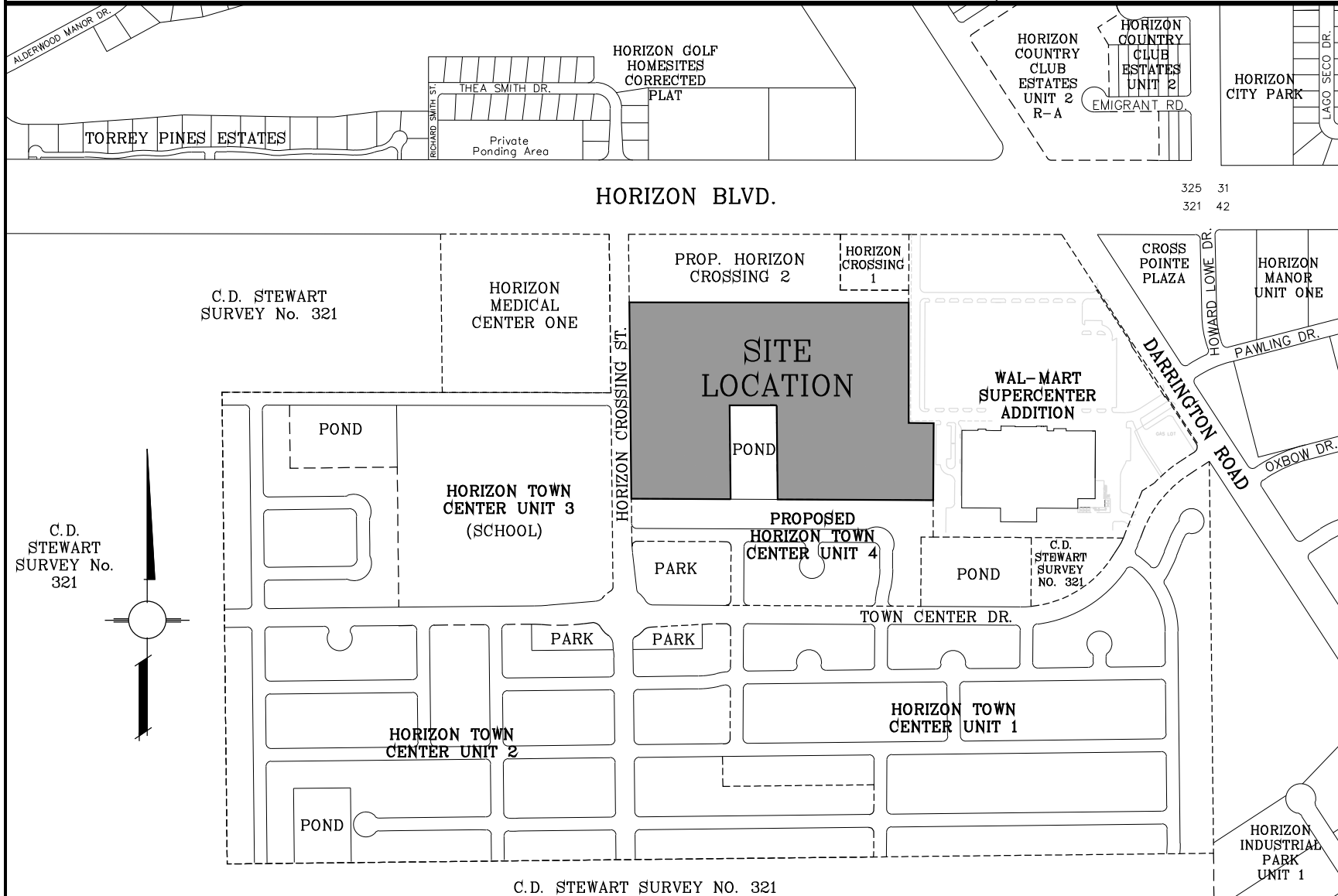
- NOTES:**
- TAX CERTIFICATE FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORDS SECTION.
INSTRUMENT No. _____ DATE _____
 - RESTRICTIVE COVENANTS FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORD SECTION.
INSTRUMENT No. _____ DATE _____
 - LOT CORNERS WILL BE SET UPON COMPLETION OF CONSTRUCTION OF ROADWAYS AND UTILITIES.
 - "U.S. POSTAL SERVICE DELIVERY WILL BE PROVIDED THROUGH NEIGHBORHOOD DELIVERY AND COLLECTION BOX UNITS".
 - SET 1/2" REBAR WITH CAP MARKED TX 5152 AT ALL EXTERIOR BOUNDARY CORNERS UNLESS OTHERWISE NOTED.
 - ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY PANELS NO 480212-250B AND 237B, DATED SEPTEMBER 4, 1991 PROPERTY IS IN FLOOD HAZARD ZONE X.
 - BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM CENTRAL ZONE 4203, NAD 83.
 - VERTICAL DATUM IS NAVD 88 AS DETERMINED BY GPS OBSERVATIONS AT NGS STATION V 1384 ELEVATION=3655.47.
 - PROVIDED CERTIFICATION THAT ALL UTILITIES HAVE APPROVED LOCATIONS OF EASEMENTS AND THAT SERVICE WILL BE PROVIDED TO DEVELOPMENT.
 - ENSURE THAT PLAT COMPLIES WITH TBPLS REQUIREMENTS.
 - GRADING PLAN REQUIRED FOR EACH LOT AT THE TIME OF THE BUILDING PERMIT.
 - STORM SEWER AND PRIVATE PONDS FOR COMMERCIAL PARCELS TO BE MAINTAINED PRIVATELY.
 - ALL 50' PRIVATE DRIVEWAYS WILL BE CONSTRUCTED AND MAINTAINED BY THE DEVELOPER.
 - ALL COMMERCIAL LOTS HAVE ACCESS BY WAY OF THE 50' PRIVATE DRIVEWAY, UTILITY AND DRAINAGE EASEMENT INST. No. 20220001531.
 - DIRECT ACCESS WILL BE ALLOWED AT HORIZON BLVD BY A 56' PRIVATE DRIVEWAY, UTILITY AND DRAINAGE EASEMENT INST. No. 20220001531.
 - SOME OF THE WATER WILL DRAIN INTO HORIZON TOWN CENTER UNIT THREE POND AND THE REST INTO HORIZON TOWN CENTER UNIT FOUR POND.

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	375.00'	39.79'	19.92'	39.78'	N83°55'23"W	6°04'49"
C2	400.00'	160.42'	81.30'	159.35'	N75°28'26"W	22°56'42"
C3	400.00'	158.87'	80.50'	157.83'	S75°21'46"E	22°45'22"
C4	425.00'	168.80'	85.53'	167.69'	S75°21'46"E	22°45'22"
C5	375.00'	110.59'	55.70'	110.19'	N72°26'04"W	16°53'49"
C6	20.00'	31.65'	20.24'	28.45'	S47°42'01"W	90°40'22"
C7	20.00'	31.18'	19.77'	28.12'	S42°17'59"E	89°19'38"
C8	10.00'	15.83'	10.12'	14.22'	N47°42'01"E	90°40'22"
C9	10.00'	15.59'	9.88'	14.06'	N42°17'58"W	89°19'38"
C10	10.00'	15.83'	10.12'	14.22'	S47°42'02"W	90°40'24"
C11	10.00'	15.59'	9.88'	14.06'	S42°17'59"E	89°19'38"
C12	425.00'	170.44'	86.36'	169.30'	N75°28'26"W	22°56'38"
C13	375.00'	148.94'	75.46'	147.96'	S75°21'46"E	22°45'22"

LINE TABLE		
LINE	LENGTH	BEARING
L1	39.00'	S86°57'48"E
L2	25.00'	N2°21'50"E
L3	39.00'	S87°38'10"E



LOCATION MAP 1"=600'



METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of C.D Stewart Survey No. 321, Town of Horizon City, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at an existing brass disk City Monument at the centerline intersection of Town Center Dr. and Mar Vista Pl. bears South 86°43'32" East a distance of 1043.05 feet; thence along the centerline of Horizon Crossing St. North 02°21'50" East a distance of 455.44 feet to a point; thence leaving said centerline South 87°38'10" East a distance of 39.00 feet to a point on the easterly right-of-way line of Horizon Crossing St. as referenced on plot of Horizon Town Center Unit One, Recorded in Clerks File No. 20180057691, Real Property Records of El Paso County, Texas for the "True Point of Beginning".

Thence along said right-of-way line, North 02°21'50" East a distance of 792.60 feet to a point;

Thence leaving said right of way line, South 86°57'46" East a distance of 1128.71 feet to point on the westerly boundary line of Walmart Super Center Addition as recorded in clerks file no. 20120091184;

Thence along said boundary line these following 3 courses:

- South 03°02'12" West a distance of 486.46 feet to a point;
- South 86°43'07" East a distance of 100.62 feet to a point;
- South 03°13'36" West a distance of 310.70 feet to a point;

Thence leaving said boundary line, North 86°43'32" West a distance of 616.53 feet to a point;

Thence, North 02°21'50" East a distance of 377.17 feet to a point of curve;

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

Thence, North 86°57'48" West a distance of 162.32 feet to a point;

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

Thence, North 86°43'32" West a distance of 400.45 feet to the "TRUE POINT OF BEGINNING" and containing 848,063.72 Square Feet or 19.469 acres of land more or less.

SCHOOL DISTRICT
SOCORRO INDEPENDENT SCHOOL DISTRICT
12300 EASTLAKE DRIVE

DEDICATION
CAMINO REAL INVESTMENT PROPERTIES, LLC, property owners of this land, hereby presents this plat and dedicates to the use of the public, utility easements, including easements for overhead of service wires for pole utility, and buried service wires, conduits and pipes for underground utilities, and the right to ingress and egress for service and construction and the right to trim interfering trees and shrubs.

Witness my signature this _____ day of _____, 2022.

BY: CAMINO REAL INVESTMENT PROPERTIES, LLC.

Douglas A. Schwartz, Manager

ATTEST: NOT REQUIRED

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF EL PASO

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

Given under my hand and seal of office this _____ day of _____, 2022.

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

TOWN OF HORIZON CITY COUNCIL

This subdivision is hereby approved as to the platting and as to the conditions of the dedication in accordance with Chapter 212 of the Local Government Code of Texas, this _____ day of _____, 2022.

Accepted and adopted by the City Council of Town of Horizon City this _____ day of _____, 2022.

Elvio Schuller, City Clerk Ruben Mendoza, Mayor

Approved for filing this _____ day of _____, 2022.

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

FILING

Filed and recorded in the office of the County Clerk of El Paso County, Texas, this _____ day of _____, 2022, A.D. in Volume _____ of the Plat Record, Page _____

County Clerk _____ By Deputy _____

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

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

Yvonne Conde Curry, P.E. Ron R. Conde
Registered Professional Land Surveyor
Texas License No. 5152

DATE SUBMIT PRELY & FINAL PLAT 12/18/21

REV. DATE	COMMENTS
01/03/22	Public Works & Town Engineer Comments
01/11/22	Rev. Address on per '911 comments
01/18/22	Submit Final Plat
02/14/22	Horizon Town Comments

DATE OF PREPARATION: DECEMBER 18, 2021

CONDE INC.
ENGINEERING & PLANNING
GIS / SURVEYING / CAD
6080 SURETY DR. STE 100
EL PASO, TEXAS 79905
PHONE: (915) 592-0283
FAX: (915) 592-0286 FIRM #10078100

PRINCIPAL CONTACTS:

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

S:\CADD\DATA\CT\HORIZON-CROSS-3.dwg, FINAL, 2/24/2022, 2:56:36 PM, C.A. CORTEZ



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: December 10, 2024

To: Honorable Mayor and Members of City Council

From: Art Rubio, Chief Planner

SUBJECT: On an extension to the subdivision improvement substantial completion date to June 12, 2025, pursuant to Section 4.11.2 Expiration of Final Plat Approval, and to reaffirm City Council approval of **Final Subdivision Plat** application for **Weaver & Kenazo (Case No. (SUC23-0002))**, recording plat application and authorizing the Mayor to sign the recording plat legally described as Tract 1-J-1, Section 43, Township 3, Texas & Pacific Railway Survey, Town of Horizon City, El Paso County, Texas. Containing 9.9839 ± acres. Application submitted by Applicant/Representative: CIRE3 Architects.

On December 12, 2023, the City Council voted unanimously to approve the final plat application for the Weaver & Kenazo Subdivision Plat. The applicant has encountered delays with the design and construction of the subdivision improvements and is requesting a 6-month extension pursuant to Section 4.11.2 Expiration of Final Plat Approval.

The property owner is working with staff on a Developer Participation Agreement to complete over width pavement on Kenazo Avenue. Staff recommend that City Council grant a 6-month extension to complete improvements, reaffirm approval and authorize the Mayor to sign the recording plat once all improvements have been completed and accepted.

Attached for your review is the staff report that was prepared for the Planning and Zoning Commission and the final plat.

WEAVER & KENAZO SUBDIVISION

TRACT 1-J-1, SECTION 43, BLOCK 78, TOWNSHIP 3
T.&P. RAILWAY Co. SURVEYS, EL PASO COUNTY, TEXAS.
9.984 ACRES ±

PROPOSED LAND USE
COMMERCIAL
COMMERCIAL LOTS = 1

SCHOOL DISTRICT
CLINT
INDEPENDENT
SCHOOL DISTRICT

DEDICATION

BAIN INVESTMENTS, the owner of this land, does hereby present this map and dedicate their respective portions of property to the use of the public, the streets, drives, ponding area, drainage right-of-way, and utility easements as hereon laid down and designated, including easements for over-riding of service wires for pole type utilities and the right for installation of service poles alongside lot lines as may be required, easements for buried service wires, conduits and pipes for underground utilities, and the right to ingress and egress for service and construction, and the right to trim interfering trees and shrubs. Kenazo Avenue to be done by developer.

We certify that all utilities have been or will be installed in accordance to requirements by the local utility companies and the Town of Horizon City.

We attest that the matters asserted in this plat are true and complete.

Witness my signature this _____ day of _____ 2023.

SCOTT BAIN
BAIN INVESTMENTS

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF EL PASO

Before me, the undersigned authority, on this day personally appeared XXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXX, BAIN INVESTMENTS, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that executed the same as the act and deed for the purpose and consideration herein expressed.

Given under my hand and seal of office this _____ day of _____ 2023.

Notary Public in and for El Paso County, Texas

My Commission Expires _____

TOWN OF HORIZON CITY TOWN COUNCIL

This subdivision is hereby approved as to the platting and as to the conditions of the dedication in accordance with Chapter 212 of the Local Government Code of Texas, this _____ day of _____ 2023.

Accepted and adopted by the City Council of Town of Horizon City this _____ day of _____ 2023.

Elvia Schuller, City Clerk

Andres Renteria, Mayor

Approved for filing this _____ day of _____ 2023.

HUITT-ZOLLARS, INC. (Town Engineer)
by Isabel Vasquez, P.E.,
Vice President

FILING

Filed and recorded in the office of the County Clerk of El Paso County, Texas, this _____ day of _____ 2023, in Volume _____ of the Plat Records,
Page _____, File No. _____.

County Clerk

by Deputy

Subdivision improvement plans prepared by and under the supervision of:

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

Sandra M. Hernandez, P.E.
Registered Professional Engineer
Registration No. 97224

LARRY L. DREWES, R.P.L.S.
Registered Professional Land Surveyor
Texas License No. 4869

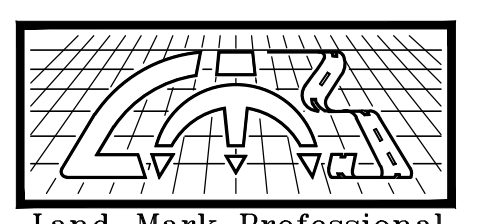
OWNER

BAIN INVESTMENTS
14160 BLAIR DRIVE
HORIZON CITY, TEXAS 79928
VOICE: (915) 852-8620
CONTACT: SCOTT BAIN

ENGINEER

SANDRA HERNANDEZ
10710 GATEWAY NORTH,
SUITE B-5, BOX# 255,
EL PASO, TEXAS 79924
PHONE: (915) 238-4699

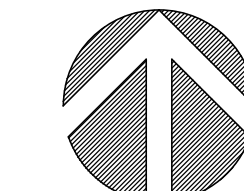
SURVEYOR



Land-Mark Professional
Surveying, Inc.
1420 Bessemer Drive, Suite 'A',
El Paso, Texas 79935
(915) 598-1300
email: Larry@land-marksurvey.com
"Serving Texas, New Mexico and Arizona"

DATE OF PREPARATION: JUNE 19, 2023
DATE OF LAST REVISION: NOVEMBER 20, 2023

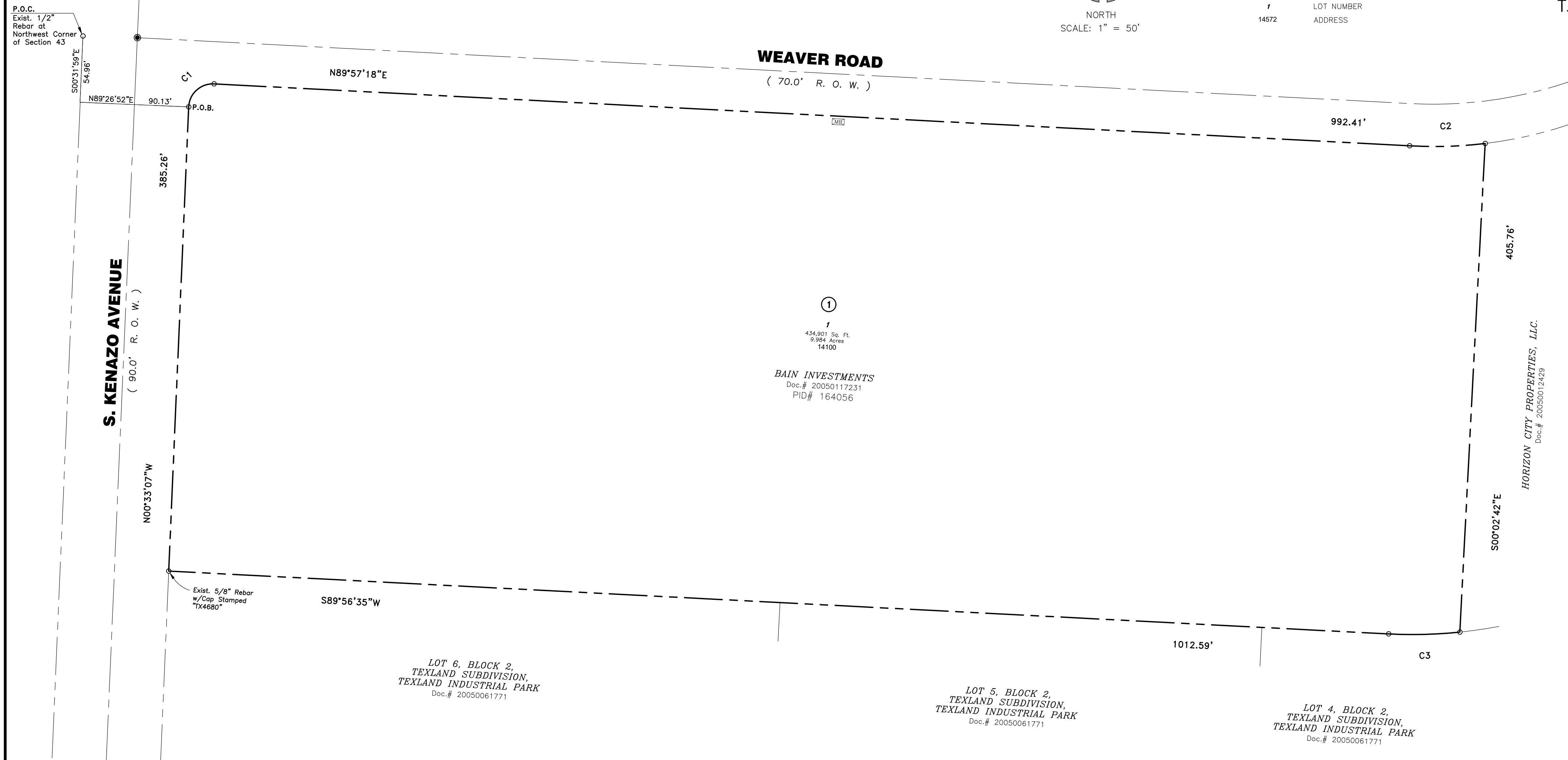
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	20.00'	31.58'	28.40'	N44°43'20"E	89°27'56"
C2	384.00'	62.72'	62.64'	N89°16'36"E	09°21'24"
C3	384.00'	59.08'	59.02'	S89°32'08"W	08°48'53"



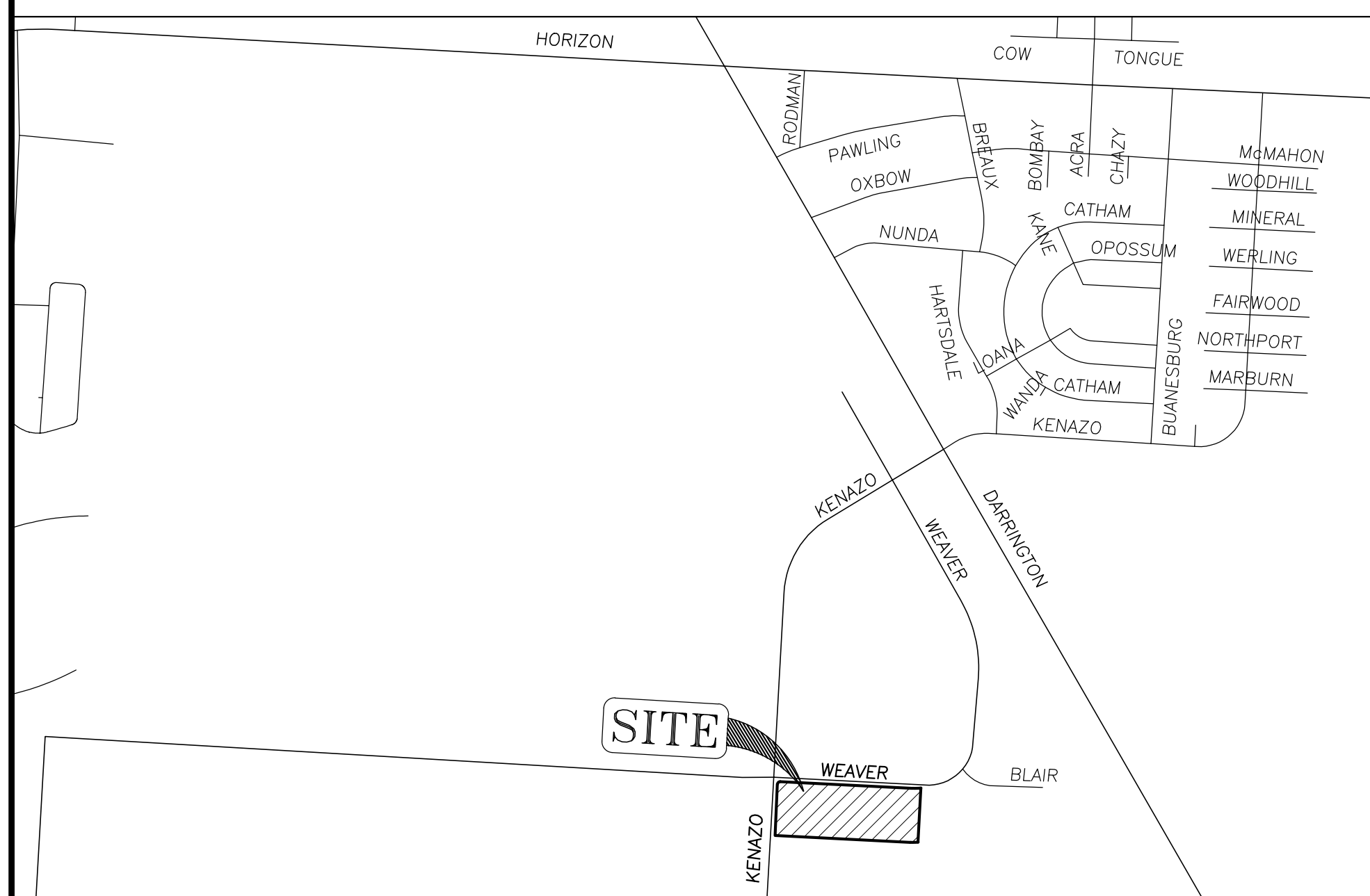
NORTH
SCALE: 1" = 50'

LEGEND

- SUBDIVISION BOUNDARY LINE
- STREET RIGHT OF WAY
- STREET CENTERLINE
- EASEMENT LINE
- ① BLOCK NUMBER
- 1 LOT NUMBER
- 14572 ADDRESS



LOCATION MAP SCALE: 1"=1000'



BENCHMARK

CITY MONUMENT AT THE CENTERLINE INTERSECTION OF
KENAZO AVENUE & WEAVER ROAD.
ELEVATION 4020.01' (NAVD 88 DATUM)

PLAT NOTES AND RESTRICTIONS

- BEARINGS ARE BASED ON UNDERLYING DEEDS.
- = THIS SYMBOL REPRESENTS ALL EXISTING STREET MONUMENTS LOCATIONS.
- ☒ = THIS SYMBOL REPRESENTS U.S. POSTAL SERVICE COLLECTION BOX UNITS. POSTAL SERVICE WITHIN THE SUBDIVISION WILL BE PROVIDED USING NEIGHBORHOOD DELIVERY AND COLLECTION BOX UNITS.
- ACCORDING TO THE FEDERAL EMERGENCY MAPPING AGENCY, FLOOD INSURANCE RATE MAP, PANEL NO. 480212 0250B, DATED SEPTEMBER 4, 1991, THIS PROPERTY APPEARS TO LIE WITHIN ZONE "X" WHICH BY DEFINITIONS IS NOT A SPECIAL FLOOD HAZARD ZONE.
- ALL UTILITY EASEMENTS ARE 10 FEET WIDE UNLESS OTHERWISE SPECIFIED.
- SET 5/8" REBAR WITH CAP STAMPED "LAND-MARK TX4869 NM11402" AT ALL EXTERIOR BOUNDARY CORNERS UNLESS OTHERWISE NOTED.
- TAX CERTIFICATE(S) FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORDS SECTION.
INSTRUMENT No. _____ INSTRUMENT No. _____
- RESTRICTIVE COVENANTS FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORDS SECTION.
INSTRUMENT No. _____
- WEAVER & KENAZO SUBDIVISION BY THE HORIZON REGIONAL MUNICIPAL UTILITY DISTRICT IN ACCORDANCE WITH THEIR RULES AND REGULATIONS AND WITH SECTION 16.343 OF THE TEXAS WATER CODE. WATER AND SEWER SERVICES WILL BE EXTENDED TO THE SUBDIVISION FROM EXISTING FACILITIES AND WILL BE CONSTRUCTED TO SERVE THE SUBDIVISION WITHIN TWO (2) YEARS OF THE DATE OF FILING THE FINAL SUBDIVISION PLAT.
- LOT 1 IS SUBJECT TO ON-SITE PONDING OF STORMWATER RUN-OFF. LOT OWNERS ARE RESPONSIBLE FOR MAINTAINING ADEQUATE PROVISIONS TO RETAIN ALL STORMWATER RUN-OFF GENERATED FROM THEIR RESPECTIVE LOT.

METES & BOUNDS DESCRIPTION

COMMENCING, for reference, at an existing 1/2" dia. rebar at the northwest corner of Section 43; Thence, South 0°31'59" East, 54.96 feet to a point at the south boundary line of Horizon Industrial Park Unit One, a subdivision of record in Book 39 at Page 20; Thence, with the south boundary line of Horizon Industrial Park Unit One, North 89°26'52" East, 90.13 feet to a point for the POINT OF BEGINNING hereof;

THENCE, with the south boundary line of Horizon Industrial Park Unit One, the following three courses:
1) along a curve to the right 31.58 feet through a central angle of 90°27'56", having a radius of 20.00 feet having a chord direction of North 44°43'20" East 28.40 feet to a point;
2) With the south right-of-way line of Weaver Road North 89°57'18" East, 992.41 feet;
3) along a curve to the left 62.72 feet through a central angle of 9°21'24", having a radius of 384.00 feet, having a chord direction of North 89°16'36" East, 62.64 feet to the westerly boundary line of an unrecorded contract of sale into Teraco;

Thence, with the west boundary line of said 2 acre Teraco contract of sale, South 0°02'42" East, 405.76 feet to the north boundary line of that certain 70.0178 acre parcel described in Book 2951 at Page 1615;

Thence, with the boundary line of said 70.0178 acre parcel, the following three courses:

- along a curve to the right 59.08 feet through a central angle of 8°48'53", having a radius of 384.00 feet, having a chord direction of South 85°32'08" West, 59.02 feet to a point;
- South 89°56'35" West, 1012.59 feet to an existing 5/8" dia. rebar with plastic cap found marked TX 4680;
- North 0°03'30" West 385.26 feet, to the POINT OF BEGINNING containing 9.984 acres or 434,901 square feet.



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: December 10, 2024

To: Honorable Mayor and Members of City Council

From: Art Rubio, Chief Planner

SUBJECT: On a Resolution authorizing the Mayor to sign an Interlocal Public Service Transit and Contribution Agreement for Fiscal Year 2025 with the El Paso Area Transportation Services, LGC.

This is an Inter Local Agreement made between the El Paso Area Transportation Services, LGC (EPATS and the Town of Horizon City to provide transit service to the residents of Horizon City and the County of El Paso

This Inter Local Agreement includes a Horizon City Resolution accepting the required contribution to the EPATS, policies and regulations.

Attached for your review are a draft of the Inter Local Agreement and a Horizon City Resolution accepting the terms of the ILA.

STATE OF TEXAS §
 §
COUNTY OF EL PASO §
 §

**INTERLOCAL PUBLIC SERVICE TRANSIT AND CONTRIBUTION
AGREEMENT FOR FISCAL YEAR 2025**

This Agreement (“Agreement”) is made by and between the **EL PASO AREA TRANSPORTATION SERVICES, LGC** (“EPATS”) and **TOWN OF HORIZON CITY** (“HORIZON”), acting by and through their duly authorized officials. EPATS and HORIZON are each referred to hereinafter as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, EPATS is a local government corporation organized and existing under the laws of the State of Texas for the purpose of encouraging and assisting local units of government to join and cooperate with one another to provide and deliver regional multimodal transportation solutions and services (the “Transit Service”) for the residents of the Greater El Paso community; and

WHEREAS, HORIZON is a political subdivision of the State of Texas and is a member entity of EPATS and has appointed a representative to serve on the EPATS Board of Directors; and

WHEREAS, the Parties are committed to working together to provide and improve the Transit Service in El Paso County; and

WHEREAS, HORIZON agrees that as a member entity of EPATS it will make a financial contribution to support the Transit Service for fiscal year 2025; and

WHEREAS, the Parties acknowledge that the amount of HORIZON’s financial contribution was calculated and determined by the Texas A&M Transportation Institute (“TTI”) and that TTI has provided or made available information explaining the Transit Service for fiscal year 2025, the different funding sources for the Transit Service, and the methodology used by TTI to calculate the amounts of the financial contributions to be made by HORIZON and each of the other member entities of EPATS; and

WHEREAS, pursuant to and under the authority of the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended, EPATS and HORIZON are authorized to enter into this Agreement.

NOW, THEREFORE, in consideration of the covenants, conditions, provisions, and mutual benefits received as set forth herein, which is hereby acknowledged by EPATS and the Member Entities, the parties agree as follows:

AGREEMENT

1. **Effective Date**: This Agreement is effective when signed by the Parties' authorized representatives. This Agreement will remain in effect through September 30, 2025, unless terminated as provided below.
2. **Termination**: This Agreement terminates on September 30, 2025, unless prior to that date:
 - a. The Agreement is terminated in writing with the Parties' mutual consent; or
 - b. The Agreement is terminated by one Party because of a breach by the other Party, after providing written notice and a reasonable opportunity to cure the breach.
3. **Administrative and Fiscal Agent**: The Rio Grande Council of Governments ("COG") serves as the administrative and fiscal agent of EPATS.
4. **Transit Service**: EPATS has approved the Transit Service for fiscal year 2025, which may be changed or amended as necessary to ensure the safe or efficient operation of the Transit Service. If a material change to the Transit Service occurs, EPATS will promptly notify HORIZON but no later than thirty (30) days.

Furthermore, notwithstanding anything to the contrary, EPATS and HORIZON agree that the County of El Paso has the authority to take immediate action to initiate a change or modification to the Transit Service without prior approval from EPATS if the change or modification is needed to address a significant safety issue or public concern. The County will notify EPATS of any such change at the next EPATS Board meeting, or as soon as possible. The Parties agree that required detours or other short-term changes do not require any notification to or action by EPATS.

5. **Contribution Amount**: HORIZON will pay EPATS the sum of \$114,800.00 for fiscal year 2025 within thirty (30) business days of the Agreement's effective date.
6. **Use of Contribution Amount**: HORIZON agrees that EPATS may use all funds received under this Agreement for any and all lawful purposes necessary to carry out the purposes of this Agreement.
7. **Refund of Contribution Amount**: If either Party terminates the Agreement before September 30, 2025, HORIZON may request a refund of the remaining balance of its financial contribution amount that has not yet been used, spent, promised, or allocated by EPATS towards the Transit Service.
8. **Notices and Payments**: All notices and payments required by this Agreement must be sent to the Rio Grande Council of Governments by mail to the following address:

Rio Grande Council of Governments
Annette Gutierrez, Executive Director
8037 Lockheed Drive, Suite 100
El Paso, Texas 79925

NOTE: Payments submitted under this Agreement shall be made payable to: RIO GRANDE COUNCIL OF GOVERNMENTS

9. **Suspension of Transit Service:** If HORIZON fails to pay its contribution amount, EPATS may immediately suspend all services provided to HORIZON under the Transit Service.
10. **Public Meetings:** HORIZON agrees to participate in public meetings pertaining to the Transit Service, assist with coordinating such events, including coordination with EPATS marketing efforts, and locating or providing facilities where public meetings can be hosted with easy access to the community. HORIZON will advertise and announce public meetings pertaining to the Transit Service on its social platforms.
11. **EPATS Duties and Responsibilities:** The Parties agree that EPATS shall have the following duties and responsibilities for the Transit Service:
 - A. Approve and implement the Transit Service for fiscal year 2025.
 - B. Hold public meetings to discuss, review, evaluate, and take appropriate action related to the Transit Service, including public engagement, marketing plans, and the functioning and operations of EPATS and the Transit Service.
 - C. Prepare, approve, and implement policies and procedures for EPATS and the Transit Service.
12. **El Paso County Duties and Responsibilities:** The Parties agree that El Paso County shall have the following duties and responsibilities for the Transit Service:
 13. Maintain, repair, and clean the bus stops and related amenities consistent with the Transit Service, including removing trash, graffiti, debris, snow, ice, or other hazards and obstacles. All repairs will meet the same specifications as El Paso County construction specifications.
 14. Install and maintain bus stop poles and signs at bus stops for the Transit Service. The graphics used for the signs and the locations of the poles and signs shall be approved by El Paso County prior to installation.
 15. Construct and maintain (or cause to be constructed and maintained) all necessary facilities at the bus stops, including any necessary sidewalks, pavement, lighting, or bus shelters. Maintenance will include cleaning trash, debris, snow, ice, or other hazards or obstacles at bus stops. At the same time, HORIZON shall be responsible for the infrastructure required to close any gaps in pedestrian connectivity to the bus shelter facility.
16. **HORIZON Duties and Responsibilities:** The Parties agree that HORIZON shall have the following duties and responsibilities regarding the Transit Service:
 - A. HORIZON shall permit EPATS to operate the Transit Service on its streets and at approved bus stops. HORIZON shall provide all maintenance of the streets as necessary and shall be responsible for wear and tear of pavement surfaces.

- B. HORIZON shall provide EPATS and County of El Paso with guidance and will help expedite the obtaining of all permits, licenses, inspections, and permissions required for the Transit Service in its jurisdiction.
- C. HORIZON shall assist in marketing and communications regarding the Transit Service to residents using HORIZON's website, resident newsletter, or other methods of communication controlled by HORIZON or the County of El Paso.

17. No Indemnification: The Parties agree that no Party will have the right to seek indemnification or contribution from any other Party for any losses, costs, expenses, or damages arising from this Agreement. Each Party must handle any claims resulting from their actions in this Agreement. Each Party agrees that each will be responsible for the acts or omissions of its respective agents, employees, and representatives.

18. General Provisions:

- A. **Sovereign Immunity.** Notwithstanding any other provision of this Agreement, nothing herein shall be construed as a waiver by either Party of its constitutional, statutory, or common law rights, privileges, immunities, or defenses. To the extent the terms of this paragraph conflict with any other provision in this Agreement, the terms of this paragraph shall control.
- B. **No Waiver.** A Party may waive any default without waiving any prior or subsequent defaults. A Party's failure to exercise or delay in exercising any right under this Agreement will not operate as a waiver of such right.
- C. **Independent Contractor Relationship.** Nothing in this Agreement will be construed to constitute either Party as a partner, employee or agent of the other Party, nor will either Party have the authority to bind the other in any respect. Each Party will remain an independent contractor responsible for its own actions.
- D. **Time is of the Essence.** Time is of the essence in the performance of this Agreement.
- E. **Public Information Act.** It is the independent responsibility of the Parties to comply with the provisions of Chapter 552 of the Texas Government Code (Texas Public Information Act), as those provisions apply to the Parties' respective information.
- F. **Governing Law.** Texas law governs this Agreement.
- G. **Venue.** The venue for disputes regarding this Agreement among the Parties will be El Paso County, Texas.
- H. **Severability.** A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement.
- I. **Headings.** The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.

- J. Compliance with the Laws.** The Parties will comply with all applicable laws, administrative orders, and rules or regulations relating to the obligations under this Agreement.
- K. Force Majeure.** There is no breach of contract should any Party’s obligations within this Agreement be delayed due to an act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government or authority, fire, explosion, flood, theft, malicious damage, strike, lockout, or any cause or circumstances beyond any Party’s reasonable control. The delayed Party must resume performing its obligations in this Agreement after the reason for the delay is resolved.
- L. Successors and Assigns.** This Agreement binds the Parties and the Parties’ successors and assigns. No Party may assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the other Party.
- M. Third-Party Beneficiaries.** There are no third-party beneficiaries for this Agreement.
- N. Provisions Surviving this Agreement.** Representations, releases, warranties, covenants, indemnities, and confidentiality survive past the execution, performance, and termination of this Agreement.
- O. Representations and Warranties.** Each person executing this Agreement on behalf of any Party hereby represents and warrants that they have full and complete authority to sign on behalf of their respective Party.
- P. Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be considered an original, but all of which together shall constitute one and the same instrument.
- Q. Amendments.** This Agreement may be amended at any time by written instruments executed by the authorized officials of the Parties.

(Signature pages follow)

STATE OF TEXAS §
 §
 COUNTY OF EL PASO §
 §

**INTERLOCAL PUBLIC SERVICE TRANSIT AND CONTRIBUTION
 AGREEMENT FOR FISCAL YEAR 2025**

Signature page for the El Paso Area Transportation Service Local Government Corporation

APPROVED this ____ day of November 2024.

Chair Carlos Leon
EPATS, LGC Board Chair

STATE OF TEXAS §
 §
COUNTY OF EL PASO §
 §

**INTERLOCAL PUBLIC SERVICE TRANSIT AND CONTRIBUTION
AGREEMENT FOR FISCAL YEAR 2025**

Signature page for the Town of Horizon City, Texas

APPROVED this ____ day of November 2024.

Andres Renteria
Mayor

RESOLUTION

That the Mayor be authorized to sign the Third Amendment to Consultant Agreement by and between the TOWN OF HORIZON CITY and TERESA QUEZADA d/b/a Quezada Data Management Services (the "Consultant") for a term of one year and with an option to extend for an additional year.

Signed and approved the ____ day of _____, 2024.

TOWN OF HORIZON CITY

By: _____
Andres Renteria, Mayor

ATTEST:

By: _____
Elvia Schuller, City Clerk

APPROVED AS TO FORM:

By: _____
Sylvia Borunda Firth
Assistant City Attorney

THE STATE OF TEXAS

COUNTY OF EL PASO

**THIRD AMENDMENT TO
CONSULTANT AGREEMENT**

THIS THIRD AMENDMENT TO CONSULTANT AGREEMENT is made and entered into on this ___ day of December 2024 by and between the TOWN OF HORIZON CITY ("the City"), and TERESA QUEZADA d/b/a Quezada Data Management Services (the "Consultant").

RECITALS

WHEREAS, on September 13, 2016, the City and the Consultant entered into a Second Amended Engagement Agreement (the "Agreement") that superseded the obligations of the parties under the previous March 12, 2013, Engagement Agreement and the February 1, 2014, First Amended Engagement Agreement, and the Agreement restated the parties' obligations and identified the Consultant's services to provide capital program planning functions and services for the EDC;

WHEREAS, on December 11, 2018, the City and the Consultant entered into a First Amendment to Consultant Agreement (the "First Amendment") that extended the term of the Agreement to December 31, 2021, and identified additional services to be provided by the Consultant;

WHEREAS, on March 10, 2020, the City and the EDC entered into an Agreement for Administrative and Operational Support Services, and the City and the EDC agreed that the City would provide services for the administration and operation of the EDC;

WHEREAS, on December 14, 2021, the Consultant entered into a Second Amendment to Consultant Agreement ("the Second Amendment") that extended the term of the Agreement to December 31, 2024, and identified additional services to be provided by the Consultant;

WHEREAS, the parties desire to extend the term of the Agreement, clarify the scope of services, and adjust the compensation and reimbursement provisions.

NOW, THEREFORE, for the consideration set forth in this Agreement, City, the EDC, and the Consultant agree to the following provisions:

1. **Section 1, SCOPE OF WORK**, of the Agreement and the First and Second Amendments is revised in its entirety to read as follows:

1. SCOPE OF WORK

The scope of work consists of tasks as set out below:

- **Municipal planning** including consideration of new subdivision and industrial park development impact on Comprehensive Plan, transportation system, municipal service delivery and budget;
- **Transportation planning** including coordination with the El Paso Metropolitan Planning Organization (MPO), the Texas Department of Transportation (TXDOT), US Department of Transportation and its agencies; and other transportation agencies in the El Paso MPO area;
- **Capital program and project planning**, financing and delivery options including procurement procedures; and
- **Capital program and project execution.**

Consultant will work closely with Mayor and Council, planning and public works department staff, legal counsel, department heads, and the City's consultants to meet the Town's development goals.

Deliverables may include, but are not limited to:

- Multi-year capital improvement plan (CIP) that incorporates projected infrastructure projects and potential funding sources;
- Proposed bond program and/or alternate financing program to address short-and mid-range capital infrastructure needs;
- Public involvement plan associated with proposed plans and programs of work; and
- Grant or funding application for external funding sources.

2. **Section II, TERMS AND COMPENSATION**, of the Agreement, First and Second Amendments are revised in their entirety to read as follows:

II. TERMS AND COMPENSATION

The parties hereby agree to extend the term of the Agreement for a period of one (1) year, commencing on January 1, 2025, and ending on December 31, 2025 ("Extended Term"); with an option for the City to extend the Agreement, as amended, for an additional year beginning on January 1, 2026, and terminating on December 31, 2026. In order to exercise the option, the City must advise Consultant in writing no later than November 15, 2025.

Either party may terminate this Agreement by providing the other 30 days prior written notice.

The total amount of compensation under this Agreement for the Extended Term shall not exceed the available funding which shall include the amount of funds available in the appropriate budget

line item(s) established during each year for these services and that portion of the funds established from the issuance of any certificates of obligation or sale of bonds that may lawfully be utilized for this purpose. The hourly rates charged by Consultant effective January 1, 2025, shall be those identified on the hourly rate schedule attached as Exhibit "A."

All invoices shall be submitted in accordance with the Invoice Checklist attached as Exhibit "C" and shall be received by the City no later than the 25th day of the month for which the services were provided. Should any travel be authorized, all travel expenses shall comply with Exhibit "B."

3. Section II, BILLING, of the Agreement is revised in its entirety to read as follows:

II. BILLING

The Consultant will bill only for hours actually spent on work within the scope approved by the City for a specified task or project. The Contractor will submit separate invoices for work performed for a specified task or project for the City and each invoice will identify the work performed for the City which will enable the City to make payments out of various different accounts or funding sources, as appropriate.

The hourly rates charged by the Consultant shall be those identified on the hourly rate schedule attached as Exhibit Travel by the Consultant on behalf of the City will be billed from the time the Consultant leaves her place of business as indicated in this Agreement to the time she returns to her place of business while on City business.

The Consultant will submit monthly invoices to the City. Such billing shall be in writing, adequately documented and no invoice shall be paid until it is adequately documented. At a minimum, "adequate documentation" requires that each Invoice shall contain a descriptive statement of the work performed, the dates when work was performed, the hours worked, and the hourly rate. All invoices shall be submitted in accordance with the Invoice Checklist attached as Exhibit "B."

The hourly rate shall include all overhead, except actual expenses for copying, travel, long distance, express delivery, rented mainframe computer time, and expenses for meetings held at facilities outside of Consultant facilities. There shall be no "markup" added to outside expenses or services used, such as copies, faxes, or long-distance telephone calls. No travel is anticipated for the services in connection with this Agreement; however, travel outside the County of El Paso may be authorized by the Planning Director. Should any travel be authorized, all travel expenses shall comply with Exhibit "B."

The City agrees to pay invoices for all services performed as soon as reasonably possible, but not later than thirty (30) days from receipt. All payments will be processed in accordance with Texas Prompt Payment Act, Texas Government Code, Subtitle F, Chapter 2251. Upon dispute, however,

the City may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined.

4. Ratification. Except as amended herein, the terms and conditions of the Agreement and the First Amendment shall continue in full force and effect.

5. Complete Agreement. This Amendment, including the Agreement and the First Amendment and Second Amendment, embodies the entire agreement between the parties hereto and cannot be amended except by written agreement of the parties.

Signed and effective the _____ day of December 2024.

TOWN OF HORIZON CITY

**By: _____
Andres Renteria, Mayor**

ATTEST:

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

APPROVED AS TO FORM:

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

CONSULTANT:

**_____
Teresa Quezada d/b/a/
Quezada Data Management Services**

EXHIBIT "A"

HOURLY RATE

Consultant	Hourly Rate
Teresa Quezada	\$200.00

Payments are due by the 30th day after the invoice has been submitted by the consultant; interest, as established by the State Comptroller for prompt payment provisions will accrue on the payment on the 31st day after the invoice has been submitted and will be included automatically in the payment issued to the consultant.

No mileage fee will be assessed for routine travel; travel time will be billed at hourly rate. No postage or reproduction costs will be assessed for minor/routine letter mailouts or copies. If the consultant believes the required postage or reproduction costs will exceed incidental amounts, the consultant will confer with Horizon City staff to address reimbursement for applicable postage or reproduction costs

**EXHIBIT “B”
TRAVEL**

Travel outside El Paso County, Texas at the Horizon City's request will be billed as follows:

- \$1,600.00 for full days with travel (any day where travel, meetings, or a combination of travel and meetings exceed 4 hours within a 24-hour period);
- \$800.00 for half days with travel (any day where travel, meetings, or a combination of travel and meetings account for 0.1 to 3.99 hours within a 24-hour period);
- Conference or registration costs will be 100% reimbursed by Horizon City;
- Transportation costs including airfare, taxi, or rideshare transportation to destination will be 100% reimbursed by Horizon City;
- If car rental is necessary to arrive at destination, car rental costs will be 100% reimbursed by Horizon City;
- Meal costs will be reimbursed at the per diem allowance in effect at the time the costs are incurred;
- Hotel costs at conference hotel or most convenient lodging will be 100% reimbursed by Horizon City.

Travel to adjoining counties at Horizon City's request or that is mutually agreed upon as most convenient by the consultant's vehicle will be billed as follows:

- \$1,600.00 for full days with travel (any day where travel, meetings, or a combination of travel and meetings exceed 4 hours within a 24-hour period);
- \$800.00 for half days with travel (any day where travel, meetings, or a combination of travel and meetings account for 0.1 to 3.99 hours within a 24-hour period);
- Conference or registration costs will be 100% reimbursed by Horizon City;
- Personal Automobile Mileage will be reimbursed at the state-approved rate per mile at the time the cost is incurred;
- Meal costs will be reimbursed at the per diem allowance in effect at the time the costs are incurred;
- Hotel costs at conference hotel or most convenient lodging will be 100% reimbursed by Horizon City.

EXHIBIT “C”

Invoice Checklist



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: December 6, 2024
To: Honorable Mayor and Members of City Council
From: Teresa Quezada, CIP Manager
SUBJECT: Discussion and Action: Update on the ARPA Program.

Staff have been reviewing budgets, processing payments and developing agreements to ensure that the ARPA funds are committed by the December 31, 2024, federal deadline.

As of December 3, 2024, the City had spent \$1,758,444 and encumbered \$2,799,270 for a total of expenditures and encumbrances of \$4,557,715 out of the \$4.8 million allocation. Staff continues working on budget allocations and encumbrances and will have an updated worksheet for presentation at the Council meeting.