



HORIZON CITY

Incorporated 1988

**AGENDA
PUBLIC MEETING
REGULAR CITY COUNCIL MEETING
THE TOWN OF HORIZON CITY, TEXAS
Tuesday, March 11, 2025, 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, March 11, 2025 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**
2/11/25 Regular City Council Meeting.

- 4. Discussion and Action:** **9**
Mayor/Chief Vargas
On the approval of the FY26 Operation Lonestar (OLS) grant resolution.

- 5. Discussion and Action:**
Mayor/Finance Director
Authorizing the Mayor to sign a Funds (Wire) Transfer Agreement and Resolution Authorizing the Transfer of Funds with WestStar Bank.

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

- 7. Approval of Consent Agenda Items:**

REGULAR AGENDA

- 8. Discussion and Action:** **11**
Mayor/Chief Planner
On an **extension to the subdivision improvement substantial completion date to October 9, 2025**, pursuant to **Section 4.11.2 Expiration of Final Plat Approval**, and to reaffirm City Council approval of **Final Subdivision Plat** application for **Rancho Desierto Bello Unit 16 (SDF24-0001)**, recording plat application and authorizing 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 21.481 ± acres. Application submitted by Applicant/Representative: TRE & Associates.

- 9. Discussion and Action:** **14**
Mayor/Purchasing Agent
On a resolution approving the Town of Horizon City's participation in the TXShare Cooperative Purchasing Program Contract #2023-028.

- 10. Discussion and Action:** **17**
Mayor/CIP Manager
On an update on the Capital Improvement Program.

11. Discussion and Action:	32
Mayor/CIP Manager	
On change order no. 3 to Dantex General Contractors for \$22,691.25 for the Municipal Facilities Phase 1 project (Solicitation 23-101).	
12. Discussion and Action:	51
Mayor/CIP Manager	
On a resolution authorizing the Mayor to negotiate and execute a professional services agreement with Huitt-Zollars for project support on the Dilley, Delake and Transit Plaza project in an amount not to exceed \$120,250.	
13. Discussion and Action:	74
Mayor/CIP Manager	
On a resolution authorizing the Mayor to sign the Advance Funding Agreement for a Surface Transportation Program (STP) off-system project, Delake Street Construction (CSJ # 0924-06-691) by and between the Town of Horizon City, Texas, and the State of Texas, acting by and through the Texas Department of Transportation.	
14. Discussion and Action:	95
Mayor/CIP Manager	
On a Resolution authorizing the Mayor to negotiate and execute a professional services agreement with Huitt-Zollars for project support on the Rodman Shared Use Path (SUP) project in an amount not to exceed \$93,550.00.	
15. Discussion and Action:	117
Mayor/Chief Planner	
On the resubmitted Preliminary & Final Subdivision Plat applications for Desert Breeze Unit Three (Case No. SUC25-0001) , and to authorize the Mayor to sign the recording plat, legally described as a Portion of Section 32, Block 78, Township 3, Texas and Pacific Railroad Company Surveys, Town of Horizon City, El Paso County, Texas. Containing 13.272 acres ±. Application submitted by Applicant/Representative: H2O Terra.	
16. Discussion and Action:	132
Mayor/EDC Executive Director	
That the President of the Horizon Economic Development Corporation be allowed to execute all necessary contracts for the purchase of the property located at 1525 Oxbow, from Horizon Oxbow Development LLC, for use as the Horizon Economic Development Corporation's main offices, for an amount not to exceed \$691,776, plus any necessary closing costs.	
17. Discussion and Action:	140
Mayor/EDC Executive Director	
On a Resolution authorizing the Executive Director of the Horizon Economic Development Corporation to sign a Consultant Services Agreement between the Town of Horizon City Type 4B Economic Development Corporation and Barracuda Public Relations for the term of one year, commencing on the effective date of the Agreement.	
18. Discussion and Action:	147
Mayor/EDC Executive Director	
On a Resolution authorizing the Executive Director of the Horizon Economic Development Corporation to enter into a contract between the Town of Horizon City Type 4B Economic Development Corporation and Maser Security Alarms Inc. for the purchase of an alarm system, for an amount not to exceed \$6,000.	
19. PUBLIC HEARING:	
Mayor/Finance Director	
2nd 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; and providing for repealer and severability clauses.	
20. Discussion and Action:	153
Mayor/Finance Director	

2nd 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; and providing for repealer and severability clauses.

21. 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).

Adjournment:

Motion to Adjournment: _____ 2nd _____

Dated this Friday, 3/7/25

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 three (3) business days preceding the scheduled meeting at the City Hall Bulletin Boards of the Town of Horizon City, Texas on this Friday, 3/7/25 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, February 11, 2025, 6:00 PM**

Notice is hereby given that a Regular City Council Meeting of the Town of Horizon City, Texas was held on **Tuesday, February 11, 2025 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:

1/14/25 Regular City Council Meeting.

4. Discussion and Action:

Mayor/Chief Vargas

On the presentation of the Biased Based report by the Horizon City Police.

5. Discussion and Action:

Mayor/Chief Vargas

On a presentation of the Horizon City Police Department Annual Report.

6. Discussion and Action:

Mayor/EDC Executive Director

On the re-appointment of Dean Hulsey to the Horizon City Economic Development Corporation Board of Directors.

7. Discussion and Action:

Mayor/EDC Executive Director

On the re-appointment of Ruby Maldonado to the Horizon City Economic Development Corporation Board of Directors.

8. Request to Excuse Absent Council Members:

9. 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

10. **Discussion and Action:**

Mayor/Municipal Judge

This item was postponed at the 10/8/24 Regular City Council meeting. On a presentation from municipal court staff regarding a proposal for a new court fees online payment provider.

The City Clerk, Elvia Schuller asked Council for postponement of this item as requested by Court Staff.

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

11. **Discussion and Action:**

Mayor/Chief Vargas

That the Mayor be authorized to sign an Agreement Between the TOWN OF HORIZON CITY and the UNITED STATES DEPARTMENT OF JUSTICE/ FEDERAL BUREAU OF INVESTIGATION to allow the Town of Horizon City to be reimbursed for overtime paid to Horizon City Police Department personnel assigned to the Violent Crimes Taskforce.

Police Chief, Marco Vargas spoke regarding this item.

A motion was made by Councilman Mendoza and seconded by Councilman Quiroz to authorize the Mayor to sign an Agreement Between the TOWN OF HORIZON CITY and the UNITED STATES DEPARTMENT OF JUSTICE/ FEDERAL BUREAU OF INVESTIGATION to allow the Town of Horizon City to be reimbursed for overtime paid to Horizon City Police Department personnel assigned to the Violent Crimes Taskforce. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

12. **Discussion and Action:**

Mayor/Chief Vargas

On the award of solicitation 2025-100RFP for Website Redesign ADA project to Granicus, Inc. for \$21,520.00 with a 5% increase per year for up to 60 months.

Police Chief, Marco Vargas and Granicus Rep, Allyson Biddy spoke regarding this item.

A motion was made by Councilman Quiroz and seconded by Councilwoman Urrutia to approve the award of solicitation 2025-100RFP for Website Redesign ADA project to Granicus, Inc. for \$21,520.00 with a 5% increase per year for up to 60 months. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

Items #13 and #14 were taken together

13. **Discussion and Action:**

Mayor/EDC Executive Director

That the Mayor be authorized to sign a Chapter 380 Economic Development Performance Agreement between the Town of Horizon City (the "City") and NoHo Processors, LLC. (the "Applicant"), regarding Applicant's improvements and expansion of its facilities at Horizon City, Texas. Pursuant to the Agreement, Applicant will invest \$47 million dollars and create 110 full-time positions within 3 years paying an average hourly wage of \$19.86. In exchange, the City will provide incentives not to exceed \$125,000.00 paid over 5 years.

14. **Discussion and Action:**

Mayor/EDC Executive Director

That the Mayor be authorized to sign an Economic Development Performance Agreement between the Town of Horizon City (the "City"), The Horizon City EDC (HEDC) and NoHo Processors, LLC. (the "Applicant"), regarding Applicant's improvements and expansion of its facilities at Horizon City, Texas. Pursuant to the Agreement, Applicant will invest \$47 million dollars and create 110 full-time positions within 3 years paying an average hourly wage of \$19.86. In exchange, the HEDC will provide incentives not to exceed \$125,000.00 paid over 5 years.

EDC Executive Director, Eddie Garcia and Nogalera Rep, Jesus Carrera spoke regarding items #13 and #14. Eddie Garcia made a floor amendment on the posted language for item #14 correcting it to be the EDC Board President be authorized to sign the agreement instead of the Mayor and that the agreement only be between the Economic Development Corporation and NoHo Processors, LLC and not including the Town of Horizon City.

A motion was made by Councilman Miller and seconded by Councilman Padilla to approve authorizing the Mayor be authorized to sign a Chapter 380 Economic Development Performance Agreement between the Town of Horizon City (the "City") and NoHo Processors, LLC. (the "Applicant"), regarding Applicant's improvements and expansion of its facilities at Horizon City, Texas AND that the EDC Board President be authorized to sign an Economic Development Performance Agreement between the Horizon City EDC (HEDC) and NoHo Processors, LLC. (the "Applicant"), regarding Applicant's improvements and expansion of its facilities at Horizon City, Texas. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

15. Discussion and Action:

Mayor/CIP Manager

On an update on the Capital Improvement Program.

CIP Manager, Terry Quezada spoke regarding this item.

A motion was made by Councilman Mendoza and seconded by Councilwoman Urrutia 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.

16. Discussion and Action:

Mayor/CIP Manager

On a Resolution of the Town of Horizon City, Texas, establishing priorities for the 89th legislative session in Texas, and authorizing the Mayor and his designees to communicate with the office of the governor and Texas legislature on behalf of the Town of Horizon City, Texas.

CIP Manager, Terry Quezada spoke regarding this item. Alderwoman Randeel mentioned that the Resolution had State Rep Mary Gonzalez as Mary Rodriguez. City Attorney to make the correction before finalizing.

A motion was made by Councilman Padilla and seconded by Councilman Mendoza to approve the corrected Resolution of the Town of Horizon City, Texas, establishing priorities for the 89th legislative session in Texas, and authorizing the Mayor and his designees to communicate with the office of the governor and Texas legislature on behalf of the Town of Horizon City, Texas. 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/CIP Manager

That the Mayor be authorized to sign the First Amendment to the Interlocal Agreement by and between the Town and the Authority to supplement the services of the Authority to procure and manage construction of the Project.

CIP Manager, Terry Quezada spoke regarding this item.

A motion was made by Councilman Miller and seconded by Councilman Quiroz to authorize the Mayor to sign the First Amendment to the Interlocal Agreement by and between the Town and the Authority to supplement the services of the Authority to procure and manage construction of the Project. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

18. **Discussion:**

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; and providing for repealer and severability clauses.

Finance Director, Lily Gaytan and Police Chief, Marco Vargas spoke regarding this item.

19. **PUBLIC HEARING:**

Mayor/Asst. City Atty

2nd Reading of Ordinance No. _____. An Ordinance calling a special election by the qualified voters of the Town of Horizon City, Texas on May 3, 2025, for the purpose of submitting a proposition on the reauthorization of the local sales and use tax in the Town of Horizon City at the rate of one-quarter (1/4) of one percent (1%) to continue providing revenue for maintenance and repair of municipal streets; making provision for the conduct of such election; resolving other matters incident and related to such election; providing for invalidity, proper notice and public meeting and an effective date. The tax will expire on the fourth (4th) anniversary of the date of the election unless the imposition of the tax is reauthorized.

No one from the public spoke.

20. **Discussion and Action:**

Mayor/Asst. City Atty

2nd Reading of Ordinance No. _____. An Ordinance calling a special election by the qualified voters of the Town of Horizon City, Texas on May 3, 2025, for the purpose of submitting a proposition on the reauthorization of the local sales and use tax in the Town of Horizon City at the rate of one-quarter (1/4) of one percent (1%) to continue providing revenue for maintenance and repair of municipal streets; making provision for the conduct of such election; resolving other matters incident and related to such election; providing for invalidity, proper notice and public meeting and an effective date. The tax will expire on the fourth (4th) anniversary of the date of the election unless the imposition of the tax is reauthorized.

A motion was made by Councilman Miller and seconded by Councilman Mendoza to approve the Ordinance calling a special election by the qualified voters of the Town of Horizon City, Texas on May 3, 2025, for the purpose of submitting a proposition on the reauthorization of the local sales and use tax in the Town of Horizon City at the rate of one-quarter (1/4) of one percent (1%) to continue providing revenue for maintenance and repair of municipal streets; making provision for the conduct of such election; resolving other matters incident and related to such election; providing for invalidity, proper notice and public meeting and an effective date.. 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 Councilman Mendoza to adjourn into Executive Session at **6:45 PM**. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

21. **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).

21A. Mayor/Chief Vargas

Personnel Matter/Claim involving Michael B. Sierra. 551.072 (Consultation with Attorney); 551.074 (Personnel Matters)

The Mayor and Council Reconvened into Open Session at 7:02 PM.

22. **Discussion and Action:**

Mayor/Chief Vargas

On personnel matter/claim involving Michael B. Sierra.

A motion was made by Councilman Miller and seconded by Councilman Quiroz to authorize the City Attorney to resolve the claim by Michael B. Sierra against the Town of Horizon City in accordance with the terms discussed in Executive Session and that the Mayor or his designee is authorized to sign all documents necessary on behalf of the City to finally resolve the matter. 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 7:03 PM.

Approved this ____ day of _____, 20__.

Attest:

Elvia Schuller, City Clerk

Andres Renteria, Mayor

RESOLUTION
OFFICE OF THE GOVERNOR, HOMELAND SECURITY GRANTS
DIVISION OPERATION LONE STAR (OLS)
FY2026 (5515501)

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

WHEREAS, the Town of Horizon City finds it in the best interest of the citizens of the Town of Horizon City to submit the grant application for the FY26 Operation Lonestar (OLS) project to the Office of the Governor,

WHEREAS, The Town of Horizon City acknowledges that the Office of the Governor, Operation Lonestar does NOT require matching funds or an in-kind match;

WHEREAS, The Town of Horizon City agrees that in the event of loss or misuse of the Office of the Governor, FY26 Operation Lonestar funds, the Town of Horizon City assures that the funds will be paid back in full;

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

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

NOW THEREFORE, BE IT RESOLVED that the Town of Horizon City, Council has approved submission of the grant application for FY26 Operation Lonestar (OLS).

Adopted on the _____ day of March 2025.

(Signatures continued on next Page)

TOWN OF HORIZON CITY

By: _____
Andres Renteria, Mayor

ATTEST:

By: _____
Elvia Schuler, City Clerk

APPROVED AS TO FORM:

By: _____
Sylvia Borunda Firth
Assistant City Attorney

RANCHO DESIERTO BELLO UNIT 16

A PORTION OF LEIGH CLARK SURVEY No. 297,
TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS.
CONTAINING 21.481 ACRES ±

PROPOSED LAND USE
RESIDENTIAL

RESIDENTIAL LOTS = 74
POND LOTS = 1

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 overhang 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.

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 _____ 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

Ruben Mendoza, Mayor

Approved for filing this _____ day of _____ 2024.

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 _____ 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

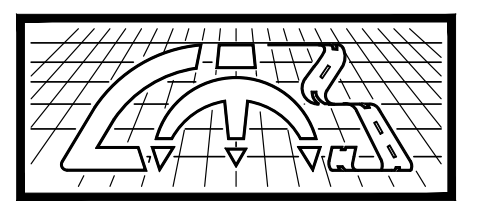
LARRY L. DREWES, R.P.L.S.
Registered Professional Land Surveyor
Texas License No. 4869

OWNER

VIVA LAND VENTURES, LP,
11427 ROJAS DRIVE
EL PASO TEXAS 79936
CONTACT: GREG DIDONNA



SURVEYOR



110 Mesa Park Drive, Suite 200
El Paso, Texas 79912
Office: (915) 852-6003
Fax: (915) 629-8506

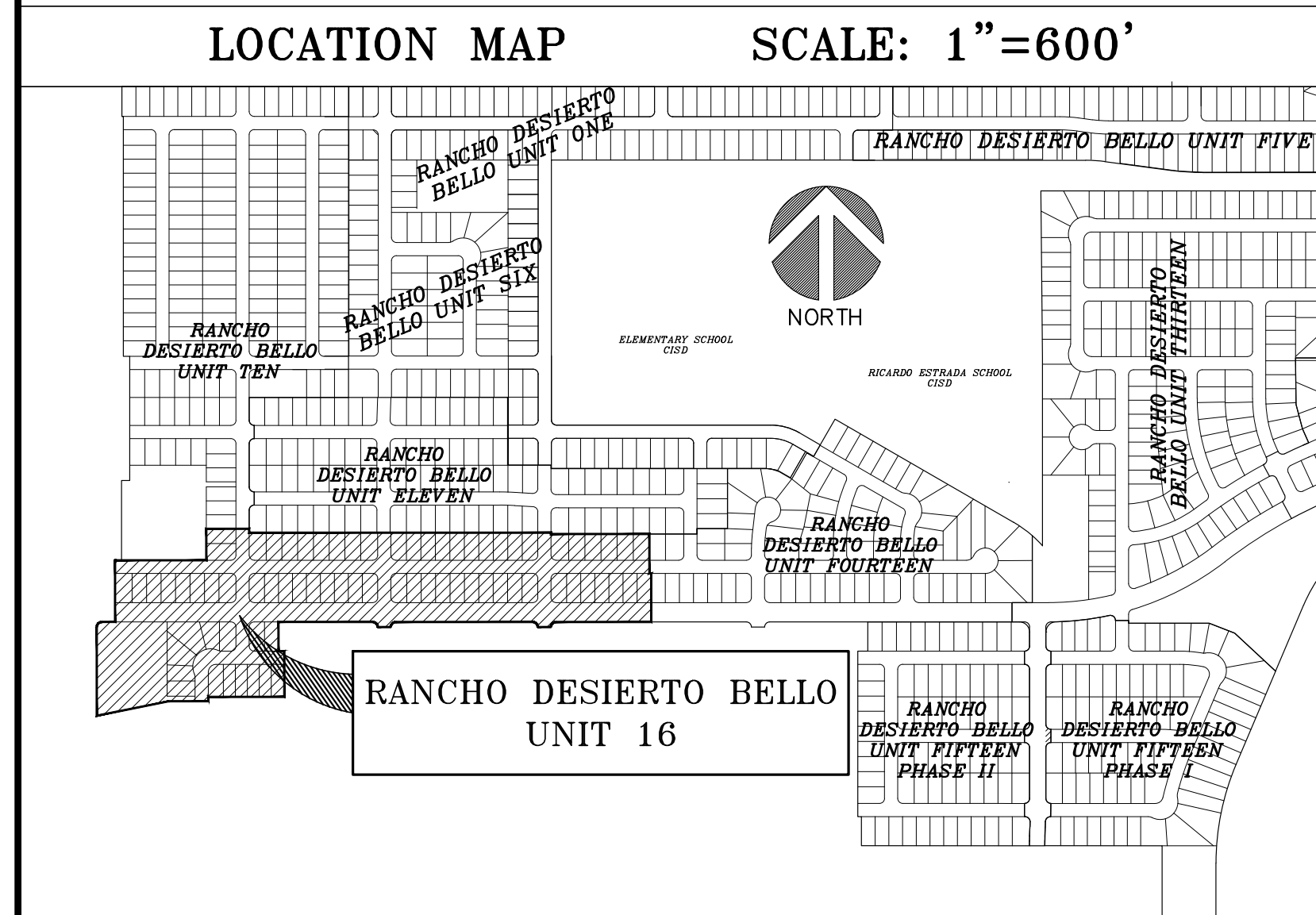
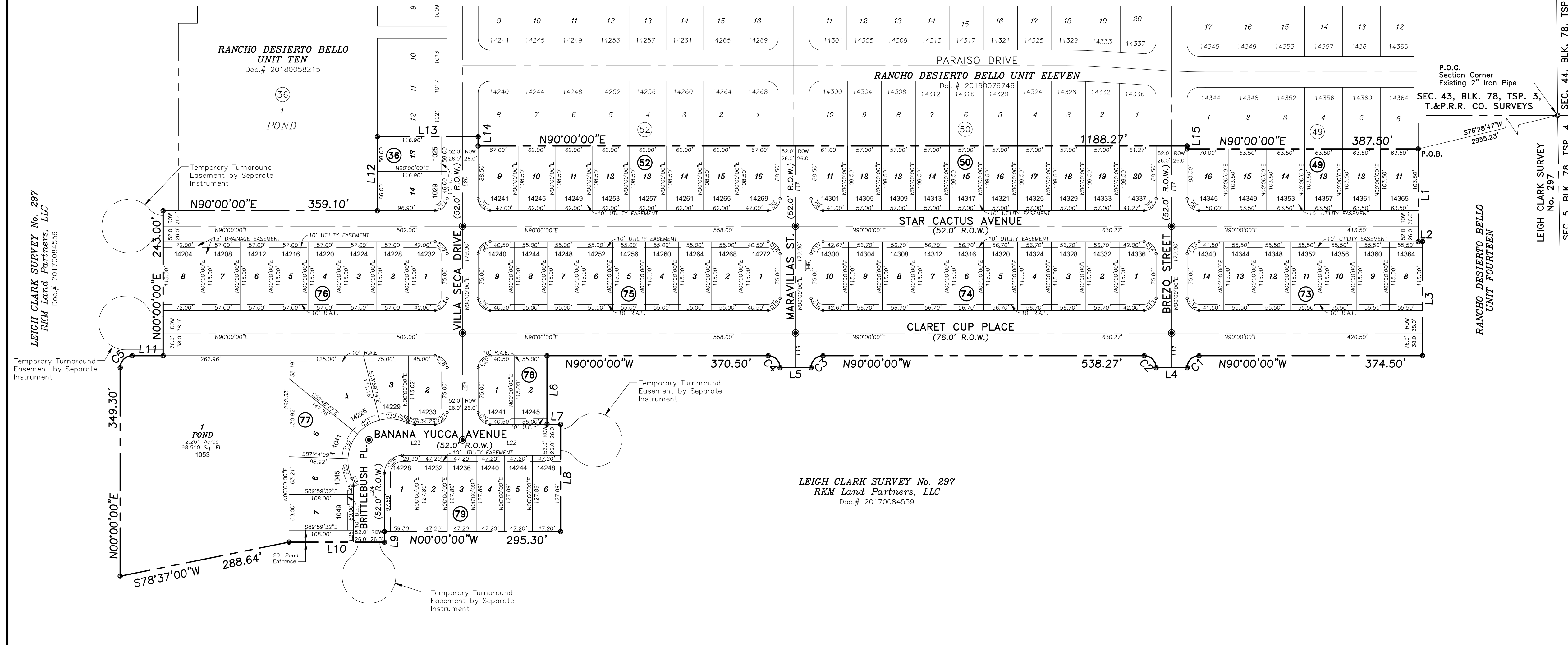
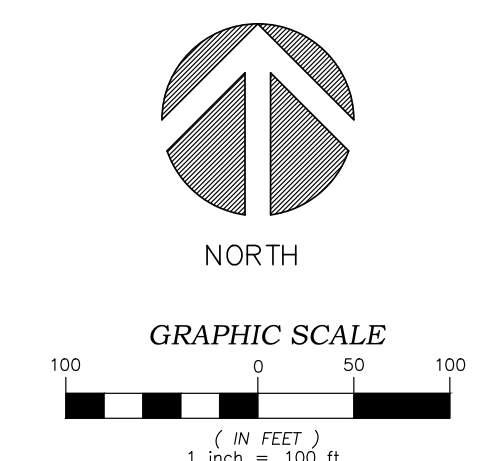
6101 W. Courtyard Dr., Bldg. 1, Suite 100
Austin, Texas 78728
Office: (512) 358-4049
Fax: (512) 368-6374

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

ENGINEER

VIVA LAND VENTURES, LP,
11427 ROJAS DRIVE
EL PASO TEXAS 79936
CONTACT: GREG DIDONNA

- LEGEND**
- SUBDIVISION BOUNDARY LINE
 - STREET RIGHT OF WAY
 - STREET CENTERLINE
 - EASEMENT LINE
 - U.S. POSTAL SERVICE COLLECTION BOX UNITS
 - ⑦ BLOCK NUMBER
 - 12 LOT NUMBER
 - 14572 ADDRESS
 - PROPOSED CITY MONUMENT
 - RESTRICTIVE ACCESS EASEMENT
 - U.E. UTILITY EASEMENT



BENCHMARK
CITY MONUMENT AT THE CENTERLINE INTERSECTION OF
MARAVILLAS STREET AND PARAISO DRIVE.
ELEVATION 4011.29' (NAVD 88 DATUM)

RANCHO DESIERTO BELLO UNIT 16

A PORTION OF LEIGH CLARK SURVEY No. 297,
TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS.
CONTAINING 21.481 ACRES ±

METES & BOUNDS DESCRIPTION

COMMENCING, for reference, at an existing 2-inch iron pipe located at the common east corner of Section 43, Block 76, Township 3, Texas and Pacific Railroad Company Surveys and Leigh Clark Survey No. 297; THENCE, South 76°26'47" West, a distance of 295.23 feet to a point lying in the southerly boundary line of Rancho Desierto Bello Unit Eleven, for a corner of this parcel and the POINT OF BEGINNING of this parcel description;

THENCE, South 00°00'00" East, departing said boundary line of Rancho Desierto Bello Unit Eleven, a distance of 155.50 feet to a point, for a corner of this parcel;

THENCE, North 90°00'00" East, a distance of 7.00 feet to a point, for a corner of this parcel;

THENCE, South 00°00'00" East, a distance of 191.00 feet to a point, for a corner of this parcel;

THENCE, North 90°00'00" West, a distance of 374.50 feet to a point, for a corner of this parcel;

THENCE, Southwesterly with the arc of a curve to the left, 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" West, a distance of 28.28 feet;

THENCE, North 90°00'00" West, a distance of 52.00 feet to a point, for a corner of this parcel;

THENCE, Northwesterly with the arc of a curve to the left, 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" West, a distance of 28.28 feet;

THENCE, North 90°00'00" West, a distance of 538.27 feet to a point, for a corner of this parcel;

THENCE, Southwesterly with the arc of a curve to the left, 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" West, a distance of 28.28 feet;

THENCE, North 90°00'00" West, a distance of 52.00 feet to a point, for a corner of this parcel;

THENCE, Northwesterly with the arc of a curve to the left, 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" West, a distance of 28.28 feet;

THENCE, North 90°00'00" West, a distance of 370.50 feet to a point, for a corner of this parcel;

THENCE, South 00°00'00" East, a distance of 115.00 feet to a point, for a corner of this parcel;

THENCE, North 90°00'00" East, a distance of 18.80 feet to a point, for a corner of this parcel;

THENCE, South 00°00'00" East, a distance of 179.89 feet to a point, for a corner of this parcel;

THENCE, North 00°00'00" West, a distance of 295.30 feet to a point, for a corner of this parcel;

THENCE, South 00°00'28" West, a distance of 17.48 feet to a point, for a corner of this parcel;

THENCE, North 90°00'00" West, a distance of 160.00 feet to a point, for a corner of this parcel;

THENCE, South 78°37'00" West, a distance of 288.64 feet to a point, for a corner of this parcel;

THENCE, North 00°00'00" East, a distance of 349.30 feet to a point, for a corner of this parcel;

THENCE, Northwesterly with the arc of a curve to the right, 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, a distance of 51.96 feet to a point, for a corner of this parcel;

THENCE, North 00°00'00" East, a distance of 243.00 feet to a point, for a corner of this parcel;

THENCE, North 90°00'00" East, with the southerly boundary line of Rancho Desierto Bello Unit Ten, a distance of 359.10 feet to a point, for a corner of this parcel;

THENCE, North 00°00'00" West, continuing with said boundary line of Rancho Desierto Bello Unit Ten, a distance of 124.00 feet to a point, for a corner of this parcel;

THENCE, North 90°00'00" East, continuing with said boundary line of Rancho Desierto Bello Unit Ten, a distance of 168.30 feet to a point in the westerly boundary line of Rancho Desierto Bello Unit Eleven, for a corner of this parcel;

THENCE, South 00°00'00" East, with said boundary line of Rancho Desierto Bello Unit Eleven, a distance of 15.50 feet to a point of the southwesterly corner of said Rancho Desierto Bello Unit Eleven, for a corner of this parcel;

THENCE, North 90°00'00" East, with said southerly boundary line of Rancho Desierto Bello Unit Eleven, a distance of 1188.27 feet to a point, for a corner of this parcel;

THENCE, South 00°00'00" East, continuing with said southerly boundary line of Rancho Desierto Bello Unit Eleven, a distance of 6.00 feet to a point, for a corner of this parcel;

THENCE, North 90°00'00" East, continuing with said southerly boundary line of Rancho Desierto Bello Unit Eleven, a distance of 387.50 feet to the POINT OF BEGINNING.

Said parcel contains 21.481 Acres (335,730 Square feet) more or less.

PLAT NOTES AND RESTRICTIONS

- BEARINGS ARE BASED ON UNDERLYING DEED, DOC.# 20230047278.
- = 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.
- 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 16 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 8-14, BLOCK 73, LOTS 1-10, BLOCK 74, LOTS 1-9, BLOCK 75, LOTS 1-8, BLOCK 76, LOTS 1 & 2, BLOCK 78, LOTS 2-4, BLOCK 77, ABUTTING CLARET CUP PLACE, SHALL BE FROM OTHER DEDICATED STREETS ONLY.

AREA TABLE		
DESCRIPTION	ACRES	SQ. FT.
RESIDENTIAL	11.364	495,035
RIGHT-OF-WAY	7.856	342,185
POND	2.261	98,510
TOTAL	21.481	935,729

STREET TABLE			
NORTH - SOUTH	LENGTH	EAST - WEST	LENGTH
VILLA SECA DRIVE	508.00'	CLARET CUP PLACE	2110.77'
MARAVILLAS STREET	371.50'	STAR CACTUS AVENUE	2103.77'
BREZO STREET	371.50'	BANANA YUCCA AVENUE	321.30'
BRITTLEBUSH PLACE	171.33'		

LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°00'00"E	155.50'
L2	N90°00'00"E	7.00'
L3	S00°00'00"E	191.00'
L4	N90°00'00"W	52.00'
L5	N90°00'00"W	52.00'
L6	S00°00'00"E	115.00'
L7	N90°00'00"E	22.80'
L8	S00°00'00"E	179.89'
L9	S00°00'00"E	17.44'
L10	N90°00'00"W	160.00'
L11	N90°00'00"E	51.96'
L12	N00°00'00"W	124.00'
L13	N90°00'00"E	168.90'
L14	S00°00'00"E	15.50'
L15	S00°00'00"E	5.00'
L16	N00°00'00"E	134.50'
L17	N00°00'00"E	58.00'
L18	N00°00'00"E	134.50'
L19	N00°00'00"E	58.00'
L20	N00°00'00"E	150.00'
L21	N00°00'00"E	179.00'
L22	N90°00'00"E	164.30'
L23	N90°00'00"E	157.00'
L24	N00°00'00"E	171.33'
L25	S00°00'00"E	14.62'
L26	S00°00'00"E	20.00'

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	20.00'	31.42'	28.28'	S45°00'00"W	90°00'00"
C2	20.00'	31.42'	28.28'	N45°00'00"W	90°00'00"
C3	20.00'	31.42'	28.28'	S45°00'00"W	90°00'00"
C4	20.00'	31.42'	28.28'	N45°00'00"W	90°00'00"
C5	20.00'	31.42'	28.28'	S45°00'00"W	90°00'00"
C6	20.00'	31.42'	28.28'	S45°00'00"E	90°00'00"
C7	20.00'	31.42'	28.28'	N45°00'00"E	90°00'00"
C8	20.00'	31.42'	28.28'	S45°00'00"E	90°00'00"
C9	20.00'	31.42'	28.28'	N45°00'00"E	90°00'00"
C10	20.00'	31.42'	28.28'	S45°00'00"E	90°00'00"
C11	20.00'	31.42'	28.28'	N45°00'00"E	90°00'00"
C12	20.00'	31.42'	28.28'	S45°00'00"E	90°00'00"
C13	20.00'	31.42'	28.28'	S45°00'00"W	90°00'00"
C14	20.00'	31.42'	28.28'	N45°00'00"W	90°00'00"
C15	20.00'	31.42'	28.28'	N45°00'00"E	90°00'00"
C16	20.00'	31.42'	28.28'	S45°00'00"E	90°00'00"
C17	20.00'	31.42'	28.28'	S45°00'00"W	90°00'00"
C18	20.00'	31.42'	28.28'	N45°00'00"W	90°00'00"
C19	20.00'	31.42'	28.28'	N45°00'00"E	90°00'00"
C20	20.00'	31.42'	28.28'	S45°00'00"E	90°00'00"
C21	20.00'	31.42'	28.28'	S45°00'00"W	90°00'00"
C22	20.00'	31.42'	28.28'	N45°00'00"W	90°00'00"
C23	20.00'	31.42'	28.28'	N45°00'00"E	90°00'00"
C24	20.00'	31.42'	28.28'	S45°00'00"E	90°00'00"
C25	20.00'	31.42'	28.28'	S45°00'00"W	90°00'00"
C26	20.00'	31.42'	28.28'	N45°00'00"W	90°00'00"
C27	20.00'	31.42'	28.28'	N45°00'00"E	90°00'00"
C28	30.00'	10.95'	10.89'	S79°32'22"E	20°55'16"
C29	30.00'	2.02'	2.02'	S67°08'44"E	3°52'00"
C30	70.00'	47.37'	46.47'	N84°35'59"W	38°46'29"
C31	70.00'	44.99'	44.22'	S57°36'00"W	36°49'33"
C32	70.00'	45.11'	44.33'	S20°43'32"W	36°55'22"
C33	70.00'	33.05'	32.74'	S11°15'42"E	27°03'06"
C34	30.00'	12.98'	12.88'	N12°23'38"W	24°47'15"
C35	30.00'	47.12'	42.43'	S45°00'00"W	90°00'00"

LOT AREA TABLE		
BLOCK & LOT #	SQ. FT.	ACRES
Block 36, Lot 13	6,780	0.156
Block 36, Lot 14	7,630	0.175
Block 49, Lot 11	6,572	0.151
Block 49, Lot 12	6,572	0.151
Block 49, Lot 13	6,572	0.151
Block 49, Lot 14	6,572	0.151
Block 49, Lot 15	6,572	0.151
Block 49, Lot 16	7,159	0.164
Block 50, Lot 11	6,533	0.150
Block 50, Lot 12	6,184	0.142
Block 50, Lot 13	6,184	0.142
Block 50, Lot 14	6,184	0.142
Block 50, Lot 15	6,185	0.142
Block 50, Lot 16	6,185	0.142
Block 50, Lot 17	6,185	0.142
Block 50, Lot 18	6,185	0.142
Block 50, Lot 19	6,184	0.142
Block 50, Lot 20	6,562	0.151
Block 52, Lot 09	7,184	0.165
Block 52, Lot 10	6,727	0.154
Block 52, Lot 11	6,727	0.154
Block 52, Lot 12	6,727	0.154
Block 52, Lot 13	6,727	0.154
Block 52, Lot 14	6,727	0.154
Block 52, Lot 15	6,727	0.154
Block 52, Lot 16	7,184	0.165
Block 73, Lot 08	6,383	0.147
Block 73, Lot 09	6,383	0.147
Block 73, Lot 10	6,383	0.147
Block 73, Lot 11	6,383	0.147
Block 73, Lot 12	6,383	0.147
Block 73, Lot 13	6,383	0.147
Block 73, Lot 14	6,901	0.158
Block 74, Lot 01	6,958	0.160
Block 74, Lot 02	6,521	0.150
Block 74, Lot 03	6,521	0.150
Block 74, Lot 04	6,521	0.150
Block 74, Lot 05	6,521	0.150

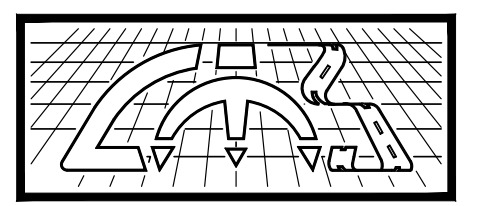
LOT AREA TABLE		
BLOCK & LOT #	SQ. FT.	ACRES
Block 74, Lot 06	6,521	0.150
Block 74, Lot 07	6,521	0.150
Block 74, Lot 08	6,521	0.150
Block 74, Lot 09	6,521	0.150
Block 74, Lot 10	7,035	0.162
Block 75, Lot 01	6,786	0.156
Block 75, Lot 02	6,325	0.145
Block 75, Lot 03	6,325	0.145
Block 75, Lot 04	6,325	0.145
Block 75, Lot 05	6,325	0.145
Block 75, Lot 06	6,325	0.145
Block 75, Lot 07	6,325	0.145
Block 75, Lot 08	6,325	0.145
Block 75, Lot 09	6,786	0.156
Block 76, Lot 01	6,958	0.160
Block 76, Lot 02	6,555	0.150
Block 76, Lot 03	6,555	0.150
Block 76, Lot 04	6,555	0.150
Block 76, Lot 05	6,555	0.150
Block 76, Lot 06	6,555	0.150
Block 76, Lot 07	6,555	0.150
Block 76, Lot 08	8,280	0.190
Block 77, Lot 01 (Pond)	98,510	2.261
Block 77, Lot 02	7,296	0.168
Block 77, Lot 03	6,627	0.152
Block 77, Lot 04	12,635	0.290
Block 77, Lot 05	9,470	0.217
Block 77, Lot 06	6,354	0.146
Block 77, Lot 07	6,479	0.149
Block 78, Lot 01	6,786	0.156
Block 78, Lot 02	6,325	0.145
Block 79, Lot 01	7,389	0.170
Block 79, Lot 02	6,035	0.139
Block 79, Lot 03	6,035	0.139
Block 79, Lot 04	6,036	0.139
Block 79, Lot 05	6,036	0.139
Block 79, Lot 06	6,036	0.139

OWNER
VIVA LAND VENTURES, LP.
11427 ROJAS DRIVE
EL PASO TEXAS 79936
CONTACT: GREG DIDONNA



Engineering Solutions
TBE FIRM No. 15987
110 Mesa Park Drive, Suite 200
El Paso, Texas 79912
Office: (915) 852-6003
Fax: (915) 629-8506

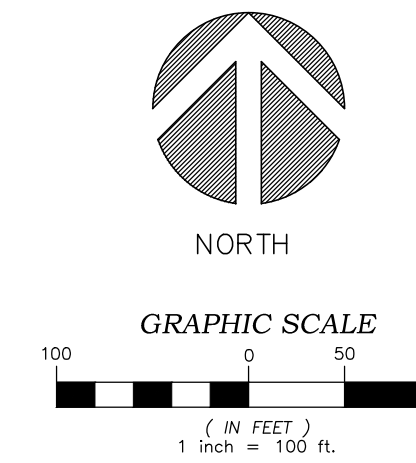
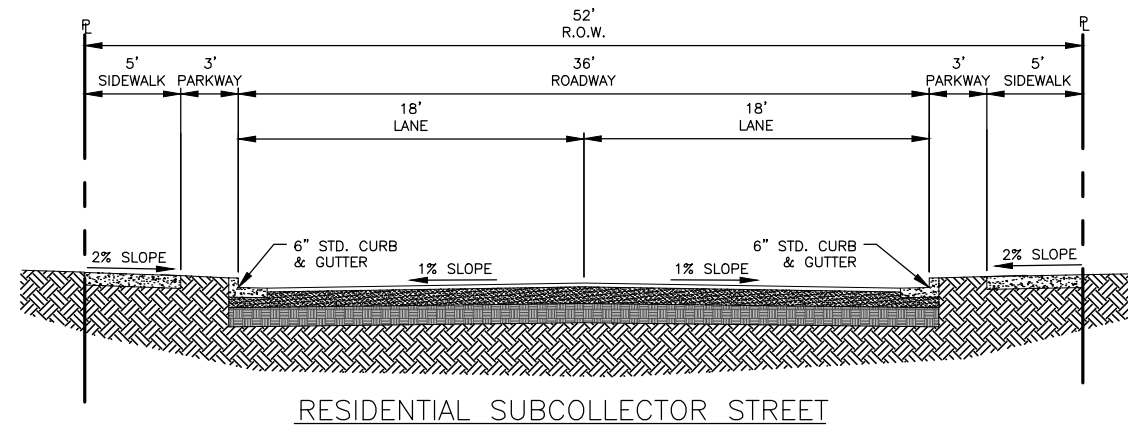
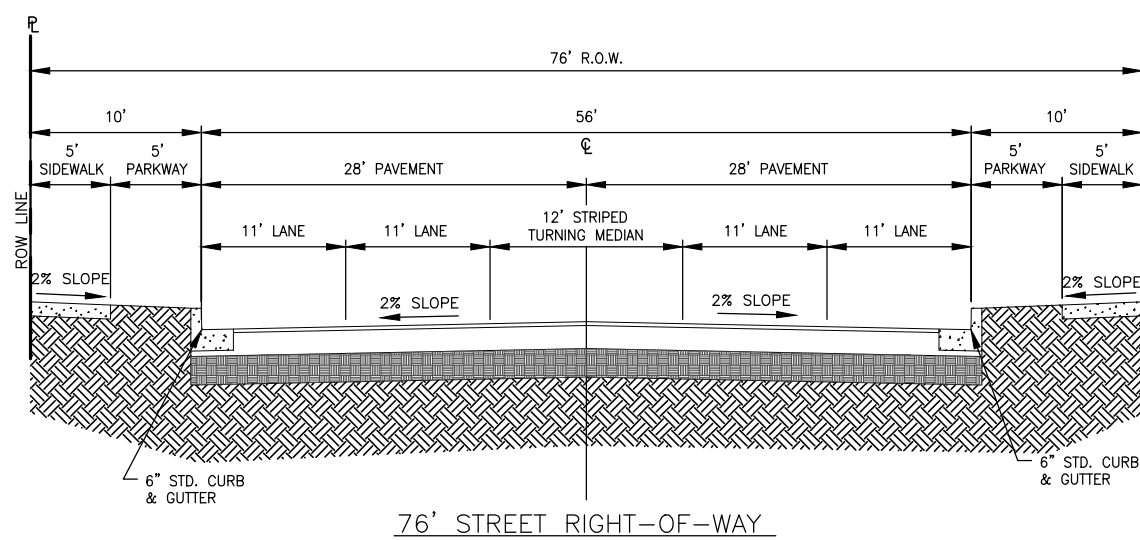
SURVEYOR



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 16

A PORTION OF LEIGH CLARK SURVEY No. 297,
TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS.
CONTAINING 21.481 ACRES ±



PROPOSED LAND USE

RESIDENTIAL
RESIDENTIAL LOTS = 74

SCHOOL DISTRICT

CLINT INDEPENDENT SCHOOL DISTRICT

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 76°28'47" West, a distance of 2955.23 feet to a point lying in the southerly boundary line of Rancho Desierto Bello Unit Eleven, for a corner of this parcel and the POINT OF BEGINNING of this parcel description;

THENCE, South 00°00'00" East, departing said boundary line of Rancho Desierto Bello Unit Eleven, a distance of 155.50 feet to a point, for a corner of this parcel;

THENCE, North 90°00'00" East, a distance of 7.00 feet to a point, for a corner of this parcel;

THENCE, South 00°00'00" East, a distance of 11.00 feet to a point, for a corner of this parcel;

THENCE, North 90°00'00" West, a distance of 374.50 feet to a point, for a corner of this parcel;

THENCE, Southwesterly with the arc of a curve to the left, 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" West, a distance of 28.28 feet;

THENCE, Northwesterly with the arc of a curve to the left, 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" West, a distance of 28.28 feet;

THENCE, North 90°00'00" East, a distance of 115.00 feet to a point, for a corner of this parcel;

THENCE, North 00°00'00" East, a distance of 18.80 feet to a point, for a corner of this parcel;

THENCE, North 00°00'00" West, a distance of 160.00 feet to a point, for a corner of this parcel;

THENCE, North 89°59'32" West, a distance of 538.27 feet to a point, for a corner of this parcel;

THENCE, Southwesterly with the arc of a curve to the left, 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, Northwesterly with the arc of a curve to the right, 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, a distance of 51.38 feet to a point, for a corner of this parcel;

THENCE, North 00°00'00" East, a distance of 243.00 feet to a point, for a corner of this parcel;

THENCE, North 90°00'00" East, with the southerly boundary line of Rancho Desierto Bello Unit Ten, a distance of 359.10 feet to a point, for a corner of this parcel;

THENCE, North 00°00'00" East, continuing with said boundary line of Rancho Desierto Bello Unit Ten, a distance of 124.00 feet to a point, for a corner of this parcel;

THENCE, North 90°00'00" East, continuing with said boundary line of Rancho Desierto Bello Unit Ten, a distance of 168.90 feet to a point in the westerly boundary line of Rancho Desierto Bello Unit Eleven, for a corner of this parcel;

THENCE, North 00°00'00" East, with said boundary line of Rancho Desierto Bello Unit Eleven, a distance of 15.50 feet to a point at the southerly corner of said Rancho Desierto Bello Unit Eleven, for a corner of this parcel;

THENCE, North 90°00'00" East, with said southerly boundary line of Rancho Desierto Bello Unit Eleven, a distance of 1188.27 feet to a point, for a corner of this parcel;

THENCE, South 00°00'00" East, continuing with said southerly boundary line of Rancho Desierto Bello Unit Eleven, a distance of 5.00 feet to a point, for a corner of this parcel;

THENCE, North 90°00'00" East, a distance of 387.50 feet to the POINT OF BEGINNING.

Said parcel contains 21.481 Acres (935,729 Square Feet) more or less.

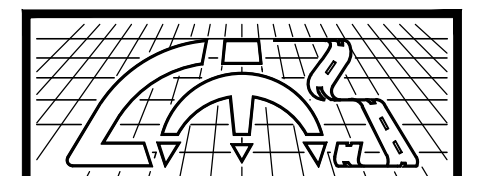
LEGEND

- SUBDIVISION BOUNDARY LINE
- STREET RIGHT OF WAY
- STREET CENTERLINE
- - - EASEMENT LINE
- W WATER LINE
- WW WASTEWATER LINE
- OE OVERHEAD ELECTRIC LINE
- U.S. POSTAL SERVICE COLLECTION BOX UNITS
- 14572 BLOCK NUMBER
- 12 LOT NUMBER
- 14572 ADDRESS
- EXISTING GROUND CONTOUR LINES
- CONTOUR INTERVAL = 1.0 FOOT
- PROPOSED 5' SIDEWALK BY DEVELOPER
- PROPOSED CITY MONUMENT
- R.A.E. RESTRICTIVE ACCESS EASEMENT
- U.E. UTILITY EASEMENT
- DRAINAGE FLOW ARROW

PRELIMINARY

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

SURVEYOR

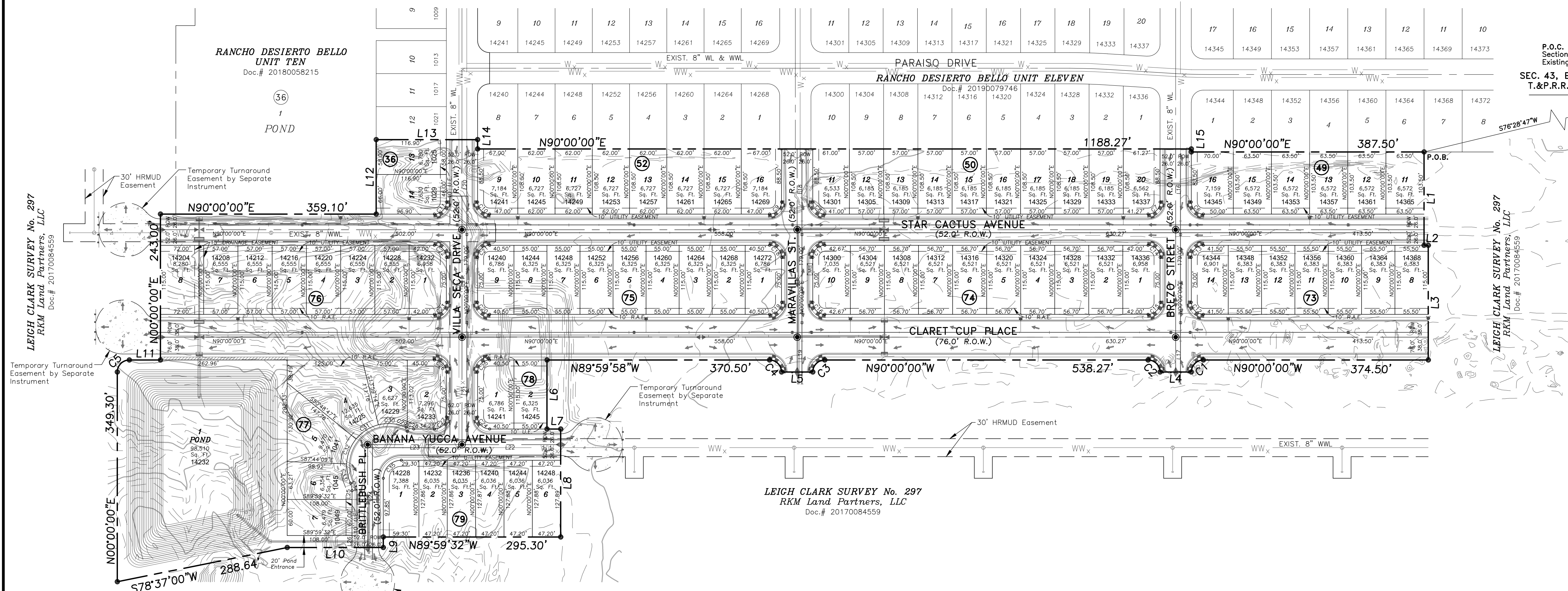


Land-Mark Professional
Surveying, Inc.
1420 Bessmer Drive, Suite 'A',
El Paso, Texas 79915
(915) 591-1300
email: Larry@land-marksurvey.com
"Serving Texas, New Mexico and Arizona"



ENGINEER
TIRE & ASSOCIATES
Engineering Solutions
110 Mesa Park Drive, Suite 200 El Paso, Texas 79912
Office: (915) 620-8500 Fax: (915) 366-6374

OWNER
SDC DEVELOPMENT, LTD.
7910 GATEWAY BLVD., E, SUITE 102
EL PASO TEXAS 79915
VOICE: (915) 591-6319
CONTACT: JOHN DURAN



AREA TABLE

DESCRIPTION	ACRES	SQ. FT.
RESIDENTIAL	11.364	495,035
RIGHT-OF-WAY	7.856	342,185
POND	2.261	98,510
TOTAL	21.481	935,729

STREET TABLE

NORTH - SOUTH	LENGTH	EAST - WEST	LENGTH
VILLA SECA DRIVE	598.00'	CLARET CUP PLACE	2110.77'
MARAVILLAS STREET	371.50'	STAR CACTUS AVENUE	2103.77'
BRZO STREET	371.50'	BANANA YUCCA AVENUE	317.30'
BRITTELBUSH PLACE	171.33'		

PLAT NOTES AND RESTRICTIONS

- BEARINGS ARE BASED ON UNDERLYING DEEDS.
- = THIS SYMBOL REPRESENTS ALL PROPOSED STREET MONUMENTS LOCATIONS.
- U.S. = 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 02508, 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 16 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 8-14, BLOCK 73, LOTS 1-10, BLOCK 74, LOTS 1-9, BLOCK 75, LOTS 1-8, BLOCK 76, LOTS 1 & 2, BLOCK 78, LOTS 2-4, BLOCK 77, ABUTTING CLARET CUP PLACE, SHALL BE FROM OTHER DEDICATED STREETS ONLY.

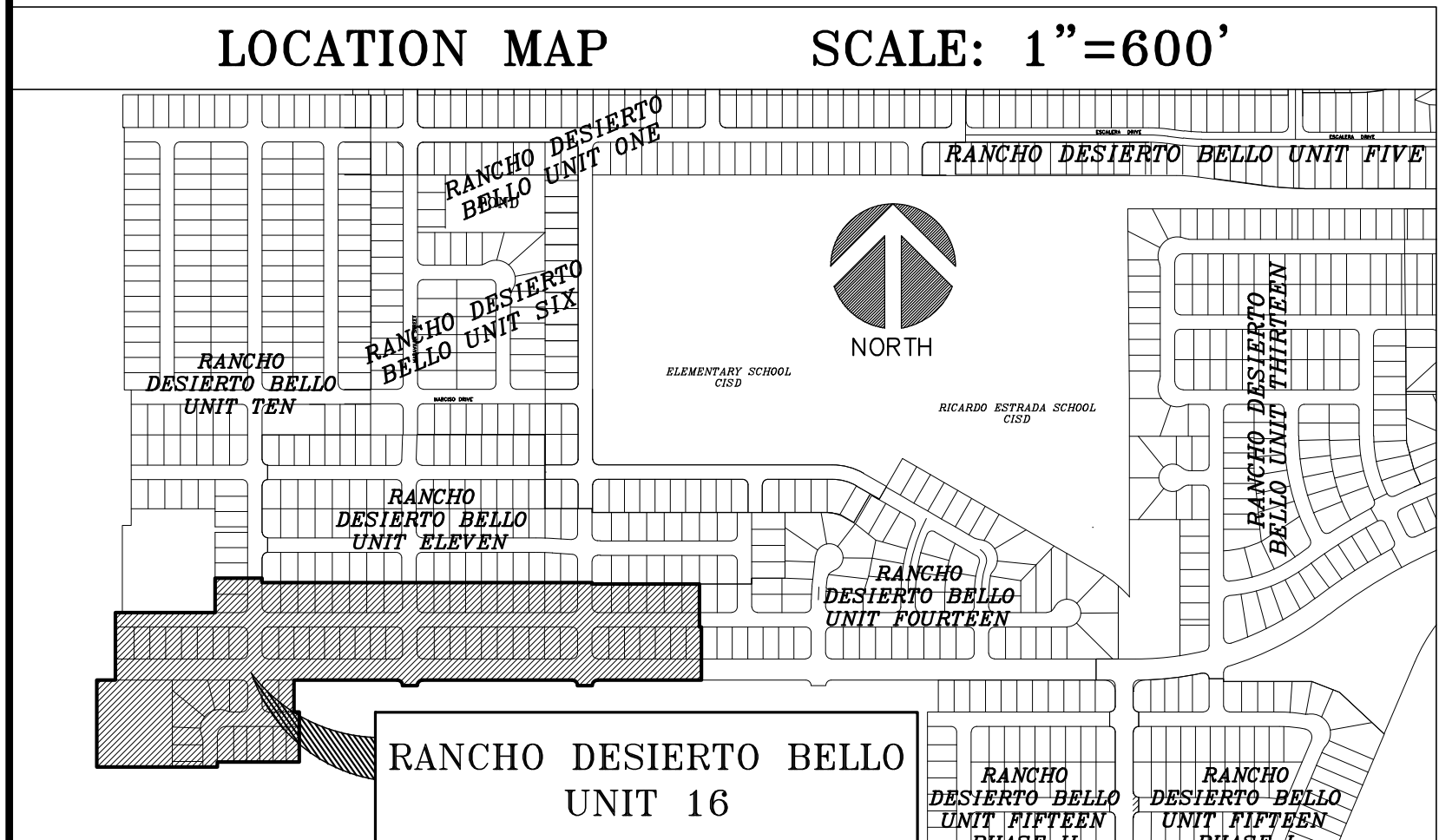
BENCHMARK
CITY MONUMENT AT THE CENTERLINE INTERSECTION OF
ESCALERA DRIVE AND VALLECITO PLACE.
ELEVATION 4016.99' (NAVD 88 DATUM)

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	20.00'	31.42'	28.28'	S45°00'00"W	89°59'59"
C2	20.00'	31.42'	28.28'	N45°00'00"W	90°00'00"
C3	20.00'	31.42'	28.28'	S45°00'00"W	90°00'00"
C4	20.00'	31.41'	28.28'	N45°00'16"W	89°59'25"
C5	20.00'	31.42'	28.28'	N45°00'00"E	90°00'00"
C6	20.00'	31.42'	28.28'	S45°00'00"E	90°00'00"
C7	20.00'	31.42'	28.28'	N45°00'00"E	90°00'00"
C8	20.00'	31.42'	28.28'	S45°00'00"E	90°00'00"
C9	20.00'	31.42'	28.28'	N45°00'00"E	90°00'00"
C10	20.00'	31.42'	28.28'	S45°00'00"E	90°00'00"
C11	20.00'	31.42'	28.28'	N45°00'00"E	90°00'00"
C12	20.00'	31.42'	28.28'	S45°00'00"E	90°00'00"
C13	20.00'	31.42'	28.28'	S45°00'00"W	90°00'00"
C14	20.00'	31.42'	28.28'	N45°00'00"E	90°00'00"
C15	20.00'	31.42'	28.28'	N45°00'00"E	90°00'00"
C16	20.00'	31.42'	28.28'	S45°00'00"E	90°00'00"
C17	20.00'	31.42'	28.28'	S45°00'00"W	90°00'00"
C18	20.00'	31.42'	28.28'	N45°00'00"W	90°00'00"
C19	20.00'	31.42'	28.28'	N45°00'00"E	90°00'00"
C20	20.00'	31.42'	28.28'	S45°00'00"E	90°00'00"
C21	20.00'	31.42'	28.28'	S45°00'00"W	90°00'00"
C22	20.00'	31.42'	28.28'	N45°00'00"W	90°00'00"
C23	20.00'	31.42'	28.28'	N45°00'00"E	90°00'00"
C24	20.00'	31.42'	28.28'	S45°00'00"E	90°00'00"
C25	20.00'	31.42'	28.28'	S45°00'00"W	90°00'00"
C26	20.00'	31.42'	28.28'	N45°00'00"E	90°00'00"
C27	20.00'	31.42'	28.28'	N45°00'00"E	90°00'00"
C28	30.00'	10.95'	10.89'	S79°32'22"E	20°55'16"
C29	30.00'	2.02'	2.02'	S67°08'44"E	3°52'00"
C30	70.00'	47.37'	46.47'	N84°36'59"W	38°48'59"
C31	70.00'	44.99'	44.22'	S57°36'00"W	36°49'33"
C32	70.00'	45.11'	44.33'	S20°43'32"W	36°55'22"
C33	70.00'	33.05'	32.74'	S11°13'42"E	27°03'08"
C34	30.00'	12.98'	12.88'	N122°13'36"W	24°47'15"
C35	30.00'	47.12'	42.43'	S45°00'00"W	90°00'00"

LINE TABLE

LINE	DIRECTION	DISTANCE
L1	S00°00'00"E	155.50'
L2	N90°00'00"E	7.00'
L3	S00°00'00"E	191.00'
L4	N90°00'00"W	52.00'
L5	N89°59'48"W	532.00'
L6	S00°00'00"E	115.00'
L7	N90°00'00"E	22.80'
L8	S00°00'00"E	179.89'
L9	S00°00'00"E	17.48'
L10	N90°00'00"W	160.00'
L11	N90°00'00"E	51.98'
L12	N00°00'00"E	124.00'
L13	N80°00'00"E	168.90'
L14	S00°00'00"E	15.50'
L15	S00°00'00"E	5.00'
L16	N00°00'00"E	134.50'
L17	N00°00'00"E	58.00'
L18	N00°00'00"E	134.50'
L19	N00°00'00"E	58.00'
L20	N00°00'00"E	150.00'
L21	N00°00'00"E	179.00'
L22	N90°00'00"E	160.30'
L23	N90°00'00"E	157.00'
L24	N00°00'00"E	171.33'
L25	S00°00'00"E	14.62'
L26	S00°00'00"E	20.00'



MASTER INTERLOCAL PURCHASING AGREEMENT

THIS MASTER INTERLOCAL AGREEMENT (“ILA”). made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the “Act”), by and between the North Central Texas Council of Governments, hereinafter referred to as “NCTCOG,” having its principal place of business at 616 Six Flags Drive, Arlington, TX 76011, and _____, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as “Participant,” having its principal place of business at _____.

WHEREAS, NCTCOG is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, NCTCOG is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, NCTCOG has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, Participant has represented that it is an eligible entity under the Act, that is authorized to enter into this Agreement on _____ (Date), and that it desires to contract with NCTCOG on the terms set forth below;

NOW, THEREFORE, NCTCOG and the Participant do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Participant represents and warrants to NCTCOG that (1) it is eligible to contract with NCTCOG under the Act for the purposes recited herein because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency that the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: SCOPE OF SERVICES

The Participant appoints NCTCOG its true and lawful purchasing agent for the purpose of certain products and services (“Products” or “Services”) through the **TXShare** Program. Participants will access the Program through **www.TXShare.org**. All purchases under this Agreement shall comply with applicable Texas competitive bidding statutes as well as the specifications, contract terms and pricing applicable to such purchases. NCTCOG may also serve as a coordinating agent to administer the use of eligible Participant contracts to other participants of TXShare. The eligibility of such contracts will be determined by incorporation of coordinating agent authorization in Participant’s solicitation documents. Title to all products purchased under the TXShare Program shall be held by Participant unless otherwise agreed. Nothing in this Agreement shall preclude the Participant for purchasing Products and/or Services offered in the TXShare Program directly from the vendor/supplier.

ARTICLE 3: PAYMENTS

Upon delivery of goods or services purchased and presentation of property documented invoice, the Participant shall promptly, and in any case within thirty (30) days, pay the contracted provider the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall NCTCOG have any financial liability in the Participant for any goods or services Participant purchase through the TXShare Program.

ARTICLE 4: PERFORMANCE PERIOD

This Agreement shall be effective when signed by the last party whose signing makes the Agreement fully executed and will remain in full force and effect for one (1) year. This Agreement shall automatically renew for successive one-year terms unless sooner terminated in accordance with Article 6 below. Any modifications of this Agreement must comply with the requirements of Article 5 below.

ARTICLE 5: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation. NCTCOG reserves the right from time to time to make changes in the scope of products and services offered through the TXShare Program.

ARTICLE 6: TERMINATION PROCEDURES

NCTCOG or the Participant may cancel this Agreement for any reason and at any time upon thirty (30) days written notice by certified mail to the other party to this Agreement. The obligation of the Participant to pay for any Service and/or Products purchased under this Agreement, shall survive cancellation, as well as any other Participant costs incurred prior to the effective date of cancellation.

ARTICLE 7: APPLICABLE LAWS

NCTCOG and the Participant agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Agreement.

ARTICLE 8: DISPUTE RESOLUTION

The parties to this Agreement agree to the extent possible and not in contravention of any applicable state or federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration, or any other local dispute mediation process before resorting to litigation.

ARTICLE 9: MISCELLANEOUS

- a. This Agreement has been made under and shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under, or in connection with, this Agreement shall lie exclusively in Tarrant County, Texas.
- b. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entities.
- c. This Agreement and the rights and obligations contained herein may not be assigned by either party without the prior written approval of the other party to this Agreement.

Town of Horizon City Capital Improvement Program

March 11, 2025
Council Meeting

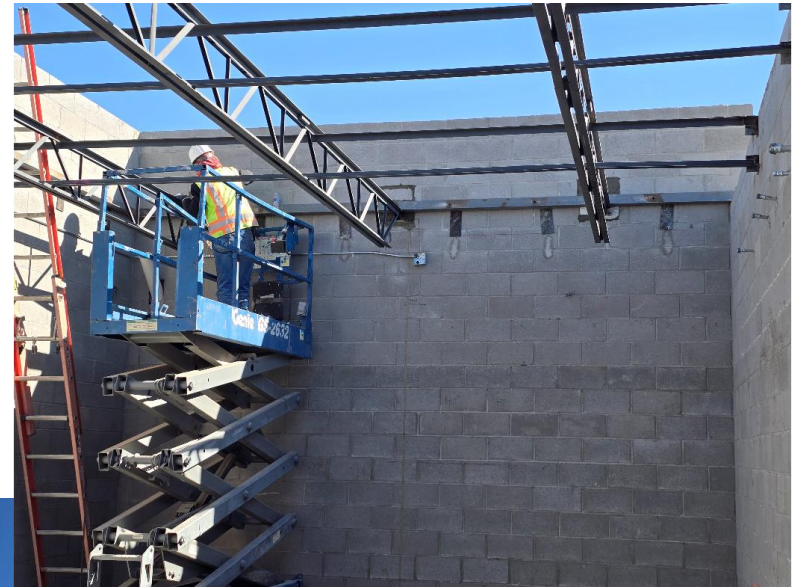
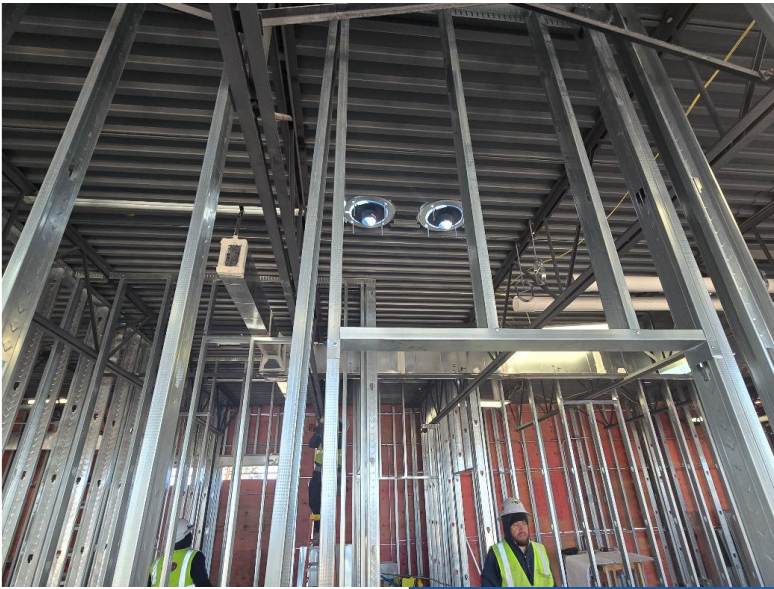
Municipal Facilities Phase 1

- Site work continues
 - Pending determination of rock wall construction
 - Updated concrete work for metal construction building for Council's consideration - March 11, 2025, agenda
 - Coordinating water and wastewater connections — pending encasement requirements

Municipal Facilities Phase 1

- Vertical Construction
 - Most discipline work is ongoing with metal building construction scheduled to begin March 17, 2025
 - Received notification about change to generator pricing due to tariffs
- Project currently on schedule

Municipal Facilities Phase 1

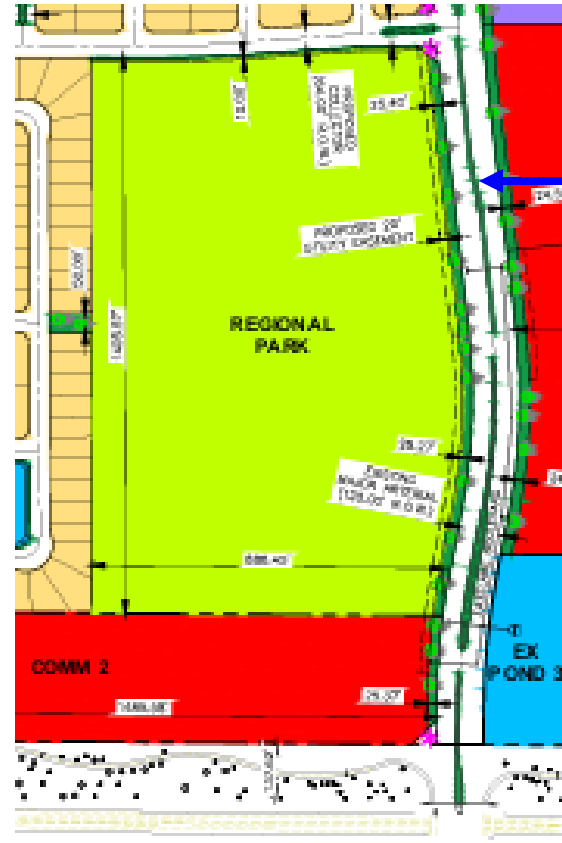


Images taken on
March 10, 2025.,



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

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

- Storm drainage installation to being at Homestead – working through utility conflicts – pending TGS relocation dates
- Nunda to Horizon – subgrade preparation and preparation for curb and sidewalk
- Pipe installation from Highweed to Roslyn
- Pond excavation and rockwall construction

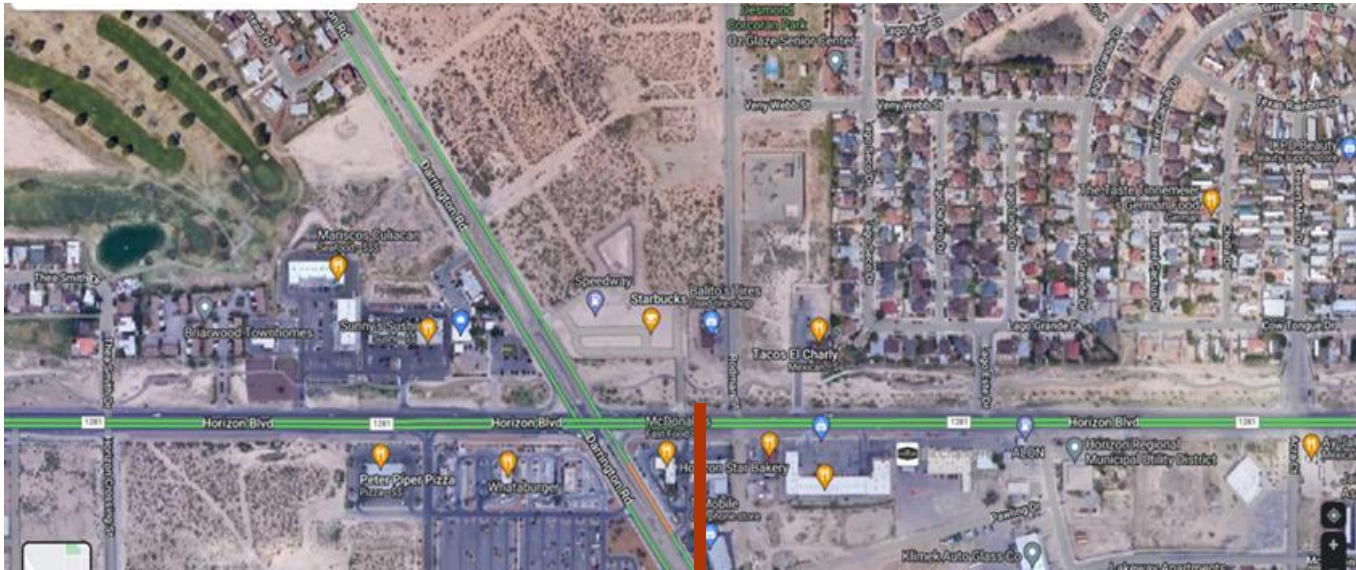
N. Darrington/Horizon Blvd. Reconstruction

Horizon Blvd.

- Phase 3 underway – demolition of concrete driveways, medians, sidewalks and curb and gutter

Rodman Shared Use Path (SUP)

- Programmed for bidding and award in Spring 2025



Funding Updates

Howard Lowe Pedestrian Path

- Transportation Alternative Set Aside (TASA) Grant application submitted on February 9, 2025
- City's application has been approved for 2nd step in evaluation process
- Meeting with TXDOT in March 2025 to refine application



TIRZ/TOD Update

Dilley, Delake and Transit Plaza

- Funding agreement has been executed
- Pending grant compliance manager selection

Town of Horizon City Capital Improvement Program

March 11, 2025
Council Meeting



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: March 1, 2025
To: Honorable Mayor and Members of City Council
From: Teresa Quezada, CIP Manager *T. Quezada 3/1/2025*
SUBJECT: **Discussion and Action: On change order no. 3 to Dantex General Contractors for \$22,691.25 for the Municipal Facilities Phase 1 project (Solicitation 23-101)**

Change Order No. 3 to the construction contract with Dantex General Contractors adds a maximum allowance of \$22,691.25 for additional concrete work to accommodate metal building in area B. No additional time is added to the contract as part of this change order. The City issued a work directive for this work to keep the project on schedule since the metal building to be placed in area B is scheduled for delivery on March 10, 2025.

The **total contract** amount after this change is **\$9,163,909.02** and represents a cumulative **1.03% 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: Work Directive

WORK CHANGE DIRECTIVE NO. 1

PROJECT:	<u>Horizon City Municipal Facilities Phase I</u>	DATE OF ISSUANCE: February 27, 2025
OWNER:	TOWN OF HORIZON CITY 14999 Darrington Rd. El Paso, Texas 79928	EFFECTIVE DATE: March 11, 2025
CONTRACTOR:	<u>Dantex General Contractors</u> <u>4727 Osborne</u> El Paso, Texas 79922	OWNER'S BID NO. CSP 23-038 Project No. 22.513D
		ARCHITECT: <u>Eugenio Mesta</u> (AOR) <u>Rafael Renovato</u> (CM & RPR)
CONTRACT FOR:	<u>New Municipal Facility for the City of Horizon</u>	ARCHITECTS PROJECT NO. 20201600

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

Item No. 1: **Additional Concrete at Metal Building Area B** – (\$22,691.25; 0 days impact to contract time)

Description and Justification:

Item No. 1. **The Contractor is providing additional concrete work as requested and detailed in submittal review for the metal building design in area B. The work will be done under the unit prices and time frame attached.**

Attachments:

A-Contractor Cost Proposal

[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: \$22,691.25 [increase] [~~decrease~~]
Percent Change: .25% (cannot exceed 5% of original contract price)
Contract Time: 0 [~~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:

Jesus Ortega
Architect Jesus Ortega

Albert Valle
Owner Project Manager-Albert Valle, CFM

2/27/25
Date

2/28/25
Date

RECEIVED:

Contractor – Company Name

Date



4727 Osborne • El Paso, Texas 79922 • (915) 584-9300

February 14, 2025

Exigo Architects
211 N. Florence, Suite 204
El Paso, TX 79901
Attn: Rafael Renovato
Luis Lares

RE :
**Horizon Municipal Facilities Phase 1
Proposed Change Order #05, Additional Concrete Work**

Dear Mr. Renovato and Mr. Lares,

On October 15, 2024, Dantex General Contractors Inc. submitted RFI #15 for the required additional details of missing footings as part of the foundation plan that includes connection to the prefabricated metal building.

On October 23, 2024, Dantex General Contractors Inc. submitted the prefabricated metal building for review and approval (Submittal #42).

As part of the review process for the metal building the Slab on Grade placement details needed to be reviewed, it was noted to exigo that the current contract drawings were missing 1 concrete footing and several details (RFI #15).

The required information in RFI 15 was not received prior schedule concrete placement of area A and area B, therefore only concrete for area A was placed on 11/19/24, with area B to be rescheduled to a later date (when information is available).

During the review of the prefabricated metal building by Exigo and the structural consultant numerous items were noted:

- 1) The metal building frame supports along column line 2 were 24" in width, and the corridor in this area will be encroached.
- 2) There are no structural or architectural notes that indicated that these structural members needed to be 12in or less in width to accommodate the required space in the corridor.
- 3) The design team envision a specific type of building (not noted in the contract drawings) that require intermediate structural support for the frames along column lines D and C with theses the design of a smaller frame is possible (meet the 12" requirement)
- 4) Although the intermediate supports are required in the conceptual prefabricated building (not noted in the contract documents) the structural foundation drawings in the contract documents do not include any details or notes for these required footings

After several meetings with Exigo, Dantex General Contractors agreed to provide revised metal building to comply with the structural farming supports dimensions, eve height and other noted comments, Exigo needed to provide the additional design criteria for the missing footings and details including the missing information in RFI #15.

On January 03, 2025, a new metal building was submitted for review and approval, the submittal was approved by exigo on 1/15/25, approval included all the missing footings, and additional modifications provided as part of the comments made by JTA Engineering on sheet AB 2of 3 (Attached).



4727 Osborne • El Paso, Texas 79922 • (915) 584-9300

Preparations for the original Slab on Grade (areas A and B) were performed and completed by 11/17/24, including inspections for continuous and spot footings. ONLY area A was placed on 11/19/24.

To implement all the information provided in sheet AB 2 of 3 of the metal building review, the concrete subcontractor needs to perform the following tasks:

- 1) Open the current word concrete form.
- 2) Remove a section of continuous footing rebar (to access inside the building footprint).
- 3) Remove sections of wire mesh, cut the vapor barrier where the new footings are to be set.
- 4) Excavate the new footings (total of 5, 1 missing as noted in RFI #15).
- 5) Place rebar and concrete in new footings.
- 6) Clean all adjacent areas from dirt and concrete placement activities and replace all the vapor barrier, wire mesh.
- 7) Re excavate the area backfilled for access, re-place the vapor barrier and re-install the removed section of rebar from the continuous footing.
- 8) For the additional details, the subcontractor needs to increase the size and amount of rebar in the pedestal section of the footings:
 - a. drill into the existing footings, epoxy anchored new rebar bars as requested.
 - b. resize the rebar rings and qty as requested.
 - c. clean up all adjacent areas and re set any damaged vapor barrier due to these activities.

The attached cost proposal is for the additional required labor, material, and equipment to implement these required modifications to an otherwise area ready to receive concrete placement as per original contract documents.

Should you have any questions, comments or concerns please do not hesitate to call me at your earliest convenience.

Regards,

Hector Olave

Hector Olave
Project Manager
Dantex General Contractors, Inc.

CC

Tyler Daniels, President
Project File

Dantex General Contractors

PROPOSED CHANGE ORDER REQUEST NO. 05

4727 Osborne
El Paso, Texas 79922

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

TITLE: Additional Concrete Work

DATE: 1/22/24

PROJECT: Horizon Municipal Facilities Phase 1, PO #008625

DX JOB: 1322

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

DESCRIPTION OF PROPOSAL:

Provide for additional concrete work as requested and detailed in submittal review for the metal building design in area B

Item	Description	Unit Measure	Unit Cost	Quantity	Material	Labor	Net Amount
001	provide revised concrete elements as per directions note in submittal review sheet	lot	1		\$ -	\$ -	\$20,309.00
					subtotal		\$20,309.00
004	General Liability	LS	0.2800%	1			\$56.87
005	Builders Risk	LS	0.4500%	1			\$91.39
006	P & P Bond	LS	1.0000%	1			\$203.09
					Subtotal		\$351.35

Description	Percent	Amount
Overhead & Profit	10%	\$2,030.90
Sales Tax	N/A	
	Total Cost	\$22,691.25

Hector Olave

By: _____
Hector Olave / Dantex General Contractors

By: _____

Date: 1/22/2025

Date: _____

CHANGE ORDER #2

January 20, 2025

Project: HORIZON CITY MUNICIPAL FACILITIES PHASE 1

Key	Qty	Unit	Description	Total Price/Unit	Total
ALLIANCE STEEL BUILDING SYSTEM PROPOSED PLANS					
1	1	LS	FURNISH AND INSTALL ADDITIONAL SPOT FOOTINGS WITH PEDESTALS AND MODIFICATION OF ORIGINAL PEDESTALS	\$ 20,309.00	\$ 20,309.00
SUM TOTAL CHANGE ORDER #2				\$	20,309.00
COST BREAKDOWN					
1	1	LS	LABOR	\$ 15,250.00	\$ 15,250.00
2	1	LS	ADDITIONAL CONCRET MIX 4CY with Buggy	\$ 1,200.00	\$ 1,200.00
3	1	LS	ADDITIONAL CONCRETE REBAR & Epoxy	\$ 700.00	\$ 700.00
4	1	LS	MISC. MATERIAL	\$ 510.00	\$ 510.00
5	1	LS	PROFIT 15%	\$ 2,649.00	\$ 2,649.00
SUM TOTAL CHANGE ORDER #2				\$	20,309.00

Total Bid Price Includes: Labor, Material and Equipment: Remove and Replace Existing Vapor Barrier, Reinforcement, and Forms for Installation of Newly Proposed Footings, Furnish and Install New Footings and Modification of Pedestals Per New Plan.

We hope to work with you on this project and please contact us with any questions.

Crystal Rios
CEO
El Paso Turnkey Enterprises LLC
915-740-4937 - Mobile
crios@epturnkey.com

Labor:

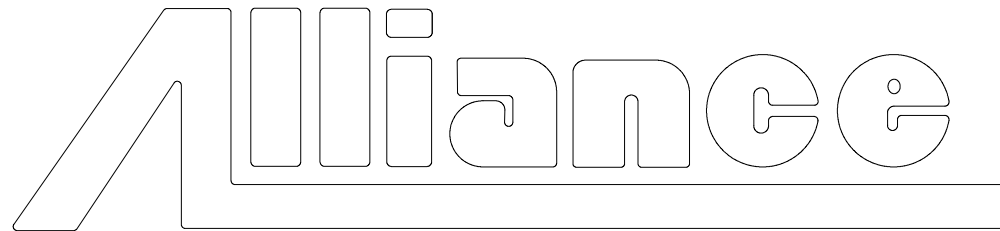
Work required as per notes on AB 2 of 3 from metal building submittal review

includes all removal to access excavation, form setting, drilling, epoxy setting, cleanup to be ready for reinspection and concrete placement

# of Employees	Description	Duration	total of hrs	cost/hr/ week	Labor Burden	subtotal
1	backhoe operator	2	16	\$27.00	20%	\$518.40
5	carpenter/concrete setter	5	200	\$22.50	20%	\$5,400.00
8	labors	5	320	\$18.00	20%	\$6,912.00
2	rodbuster	2	32	\$24.00	20%	\$921.60
1	foreman	5	1	\$1,250.00	20%	\$1,500.00

subtotal \$15,252.00

Total Labor Added Cost \$15,250.00



STEEL BUILDING SYSTEMS

3333 S. COUNCIL RD., OKLA. CITY, OK 73179

(800) 624-1579 (405) 745-7500 WWW.ALLIANCEOKC.COM



DESIGN LOADING

THIS STRUCTURE IS DESIGNED UTILIZING THE LOADS INDICATED AND APPLIED BY THE IBC 2015

IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONFIRM THAT THESE LOADS COMPLY WITH THE REQUIREMENTS OF THE LOCAL BUILDING DEPARTMENT.

SPECIFIC LOADS: SEE STRUCTURAL CALCULATIONS AND FOUNDATION REACTIONS.

III	BUILDING RISK CATEGORY		
6.5	DEAD LOAD (psf)		
20 psf	ROOF LIVE LOAD		
Yes	LIVE LOAD REDUCTION ALLOWED?		
10	COLLATERAL LOAD (psf)		
5	GROUND SNOW LOAD, Pg (psf)		
1.10	SNOW IMPORTANCE FACTOR, Is		
120	WIND SPEED (mph)	76	SERVICEABILITY WIND SPEED (mph)
c	WIND EXPOSURE CATEGORY	93	NOMINAL WIND SPEED (mph)
±0.18	INTERNAL PRESSURE COEFFICIENT, GCpi (+/-)	10 YEAR	SERVICEABILITY WIND RETURN PERIOD (yr)
Enclosed	WIND CLOSURE CATEGORY		
1.25	SEISMIC IMPORTANCE FACTOR, Ie		
0.304	MAPPED SPECTRAL ACCELERATION FOR SHORT PERIODS, Ss		
0.093	MAPPED SPECTRAL ACCELERATION FOR 1-SECOND PERIOD, S1		
C	SEISMIC DESIGN CATEGORY		
0.1320	SEISMIC RESPONSE COEFFICIENT, Cs		
0.315	FIVE PERCENT DAMPED SPECTRAL ACCELERATION FOR SHORT PERIODS, SDS		
0.149	FIVE PERCENT DAMPED SPECTRAL ACCELERATION FOR 1-SECOND PERIOD, SD1		
D	SITE CLASS		
3	RESPONSE MODIFICATION FACTORS, R-FRAMES		
3	RESP. MOD. FACTORS, R-BRACING (F_SW)		
3	RESP. MOD. FACTORS, R-BRACING (B_SW)		
0.13W	DESIGN BASE SHEAR, W		
15.4	LONG. BASE SHEAR (kips)	12.6	TRANS. BASE SHEAR (kips)
4/6	5yr/25yr RAINFALL INTENSITY (in/hr)		

EQUIVALENT LATERAL FORCE ANALYSIS PROCEDURE
Systems Not Specifically Detailed for Seismic Resistance Structural Systems: Transverse (Rigid Frame)

RELEASE HISTORY	
NO.	DATE
1	12/17/2024
2	10/16/2024
3	09/26/2024
CONST. PERMIT APPRVL REV.	
CONST. PERMIT APPRVL REV.	
E DWSG A BOLT	
NOTES	
MARK	
ENGR	

Dantex Construction Company
EL PASO, TEXAS 79922
Horizon City Municipal Facilities
HORIZON CITY, TEXAS 79928

CUSTOMER PROJECT

ALLIANCE
STEEL BUILDING SYSTEMS
3333 S. COUNCIL RD., OKLA. CITY, OK 73179
WWW.ALLIANCEOKC.COM
(800) 624-1579 (405) 745-7500

ENG BY:	JRL
CAD BY:	A.B. GLS
DET BY:	---
CKD BY:	DMN
JOB NUMBER :	324-0254
DWG NUMBER :	CS1 of 1

BUILDING SPECIFICATIONS

The building system shown on these drawings has been designed and detailed for the loads and conditions stipulated by the letter of certification, and these drawings.

Any alterations to this building system, removal of any of its components or parts, modification of the intended end-use, modifications in cladding or any other deviations from the original conditions for which the building system was designed may be done only with the written approval of a registered architect and/or a registered professional engineer, as applicable. The metal building manufacturer (MBM) will assume no responsibility for any of the changes mentioned above if performed without prior written approval by the MBM.

This building system has been designed per the MBM's standard design and manufacturing practices, the governing building code, and the applicable editions of the building code referenced AISC, AISI, ASCE, and AWS standards. This building system has also been designed in accordance with all applicable provisions of the latest edition of MBMA Metal Building Systems Manual. In applications including structural steel deck and steel joists, the code referenced editions of applicable SDI and SJI standards, respectively, were also applied.

The MBM does not design or check ventilation or energy conservation systems for the building system supplied and is not responsible for the adequacy of specified ventilation and energy conservation components. The End User should insure that adequate provisions are made for ventilation, condensation, and energy conservation requirements.

The MBM is not responsible for the design, materials and workmanship of the foundation, or the anchorage of the building system to the foundation. Anchor bolt plans prepared by the MBM are intended to show only location, diameter, and projection of anchor bolts required to attach the metal building system to the foundation. The END USER is responsible for engaging the services of a licensed Professional Engineer to perform foundation and foundation anchorage design.

The anchor bolt spacing is based on ACI 318, Section D.8 for cast-in anchors that will not be torqued. The Professional Engineer designing the foundation shall determine the adequate anchor bolt material type and grade, anchor bolt embedment, and any anchorage reinforcement to accommodate the given anchor bolt locations, quantity, and diameter.

Unless noted otherwise on the Letter of Certification, the building system by the MBM is exempt from the ASCE 7 stipulated seismic drift limitations. The END USER shall insure that all the interior and exterior attachments and cladding by others are designed to accommodate seismic drift.

The MBM does not investigate the influence of its metal building system on existing buildings or structures. The END USER shall engage services of a licensed Professional Engineer to evaluate whether such buildings and structures are adequate to resist snow drift loads or other conditions as a result of the presence of the Metal Building System. The materials used in fabrication of primary and secondary steel framing members, as well as related accessories are shown below with their corresponding ASTM designations. When the compliance with the building code mandated edition of the AISC Seismic Provisions is required, only materials approved by those provisions are used.

- Built-up Section Flanges (Fy = 55 ksi); A529, A572 or A588;
- Built-up Section Webs & Connection Plates (Fy = 55 ksi); A1011, A572 or A588;
- Hot-rolled W-shapes (Fy = 50 ksi); A992 or A572;
- Hot-rolled C and L-shapes (Fy = 50 ksi); A529 or A572;
- Hot-rolled Rods (Fy = 55 ksi); A108 or A572;
- Cold-formed C, Z, and ES shapes (Fy = 55 ksi); A1011 or A653;
- Panels, A792 or A653, Gr. 50 for Gr. 24 and thicker, Gr. 80 for others;
- HSS Round; A500 Gr. B (Fy = 42 ksi)
- HSS Square/Rectangular; A500 Gr. B (Fy = 46 ksi)
- Cables, A475
- Eyebolts (Gr. 55); A108, or A572
- Washers, A536
- Hillside Washers, A48
- Structural Bolts, A307 Gr. A, A325 Gr. C, A490 Gr. DH (used as noted in next section)

Unless noted otherwise and except for crane support system connections, all bolted joints shall be snug-tightened in accordance with the latest edition of Specification for Structural Joints Using ASTM A325, or A490 Bolts (RCSC). All joints in crane support system application shall be pretensioned as required by RCSC. All primary frame bolted connections use A325 bolts, unless noted otherwise. All end-plate connections in cold-formed steel frames use A325 bolts, unless noted otherwise.

All primary structural members have been painted with the minimum of one coat of iron oxide inhibitive primer. All structural steel members have been painted in accordance with Steel Structures Painting Council Specification, SSPC No. 15.

Shop and field inspections and associated fees and expenses are the responsibility of the contractor, unless noted otherwise.

BUYER or CONTRACTOR RESPONSIBILITIES

The BUYER or CONTRACTOR must secure all required approvals and permits for this project from the appropriate agencies in full compliance with all applicable local and state laws and regulations. In accordance with the Sec. 4.4.1 of the latest edition of the AISC Code of Standard Practice and the MBMA Common Industry Practices. Approval of these drawings and calculations (if applicable) constitutes an agreement that the MBM has correctly interpreted the requirements of the contract building drawings, specifications, and all other contractual requirements.

In accordance with Sec. 3.3 of the latest edition of the AISC Code of Standard Practice, where discrepancies exist between drawings provided by the MBM and the drawings provided by the other trades, such as architectural, electrical, plumbing, and others, these drawings provided by the MBM shall govern.

The BUYER or CONTRACTOR is responsible for the erection of the entire building system and all associated work pertaining thereto in accordance with the MBM's "For Construction" drawings. Drawings not marked "For Construction" SHALL NOT be used in the erection of the MBM's building system.

In accordance with Sec. 7.10.3 of the latest edition of the AISC Code of Standard Practice, temporary supports such as gusys, braces, falsework, shoring, and other elements necessary to safely erect the building system and prevent structural and other damage to the building system shall be determined and furnished by the erector. The structural building system provided by the MBM is designed for service conditions in accordance with the building code. The BUYER or CONTRACTOR shall erect the system in a manner that insures that the loading conditions on the structure during service are not exceeded in any part of the structure throughout the erection process.

Unless noted otherwise, the MBM shall not be responsible for the design of any elements of this project not part of the structural building system provided by the MBM. The BUYER or CONTRACTOR shall be responsible for taking appropriate steps to insure that such elements are properly structurally designed and constructed.

It is the responsibility of the BUYER or CONTRACTOR to observe and apply all pertinent OSHA and other mandatory safety provisions.

The BUYER or CONTRACTOR is responsible for the inspection of all of the MBM's shipment when received. Any claims of non-received items must be reported to the MBM in writing within 5 business days. In order to maintain the quality guarantee and to qualify for reimbursement, any field modifications of any reported defective item may not be performed without a prior written endorsement by the MBM.

The MBM shall not be held liable for any claim whatsoever, including, but not limited to, labor charges or consequential damages, resulting from the BUYER or CONTRACTOR/Eractor's use of defective or incorrect materials that can be detected by visual inspection.

The MBM is not responsible for material damaged in unloading or for packaged or nested materials, including, but not limited to, fasteners, sheet metal, "C" and "Z" sections, and covering panels that become wet and/or are damaged by water while in the possession of others. Packaged or nested materials that become wet in transit shall be unpacked, unstacked and dried by the BUYER or CONTRACTOR.

With respect to all other building system erection aspects not mentioned above, the BUYER or CONTRACTOR shall comply with the Sec. 6 of the MBMA Common Industry Practices. For any aspects of the erection not covered by the MBMA Common Industry Practices, the provisions of Sec. 7 of the latest edition of the AISC Code of Standard Practice shall apply.

SPECIAL NOTES

1): This Building has Been Designed to Support (7) HVAC RTUs. The Following RTUs Will Be Supported: ACU-1, ACU-2, ACU-3, ACU-4A, ACU-4B, ACU-4C, and ACU-5.

JTA ENGINEERING, LLC
4411 E KNOX RD
PHOENIX AZ 85044
www.jtaengineering.com

REVIEW IS ONLY FOR GENERAL CONFORMANCE TO CONTRACT DOCUMENTS. CORRECTIONS OR COMMENTS MADE ON SHOP DRAWINGS DO NOT RELIEVE THE CONTRACTOR FROM COMPLIANCE WITH THE REQUIREMENTS OF THE PLANS & SPECIFICATIONS. THE CONTRACTOR IS RESPONSIBLE FOR CONFIRMING & COORDINATING DIMENSIONS AT THE JOBSITE AS WELL AS DIMENSIONS THAT ARE NEEDED FOR FABRICATION PROCESSES, CLEARANCE, TECHNIQUES OF CONSTRUCTION & COORDINATION WITH ALL CONSTRUCTION TRADES.

- REVIEWED
- REVIEWED AS NOTED
- REVISE & RESUBMIT
- FOR RECORD

BY: sj DATE: 1-14-25

DESIGN DEFLECTION LIMITS			
SYSTEM	LOAD	TYPE	LIMITS
Frames	LIVE	Vert.	L/180
Frames	WIND	Horz.	H/60
Frames	SEIS	Horz.	H/67
Frames	CRANE	Horz.	H/100
Bracing	WIND	Horz.	H/60
Bracing	SEIS	Horz.	H/67
EW Rafter	LIVE	Vert.	L/180
EW Rafter	WIND	Vert.	L/180
EW Column	WIND	Horz.	L/180
Purlins	LIVE	Vert.	L/180
Purlins	WIND	Vert.	L/180
Girts	WIND	Horz.	L/180
Panel: Roof	LIVE	Vert.	L/60
Panel: Roof	WIND	Vert.	L/60
Panel: Wall	WIND	Horz.	L/60
Partition Col.	WIND	Horz.	L/60
Partition Girt	WIND	Horz.	L/60

NOTE: APPROVER TO VERIFY ALL DIMENSIONS AND THE GENERAL LAYOUT(S) OF THE BUILDING(S). ANY INFORMATION SHOWN ON THESE DRAWINGS THAT IS NOT CHANGED WILL BE ASSUMED TO BE CORRECT.

PRELIMINARY NOT FOR CONSTRUCTION

Built-up Plate Member Key

Designation, format is 'WAABCCD' where
W = Built-up welded section
AA = Total depth of member (inches)
BB = Flange width in inches (B8 = 8", 10 = 10")
CC = Flange thickness in 1/16" (1 = 1/16", 2 = 1/8")
D = Web thickness (1=9ga., 2=8ga., 3=3/16", 4=1/4")

DUE TO THE VOLATILITY OF THE STEEL PRICING MARKET, ALL APPROVAL DRAWINGS MUST BE RETURNED TO ALLIANCE STEEL WITHIN 14 DAYS. APPROVAL DRAWINGS DELAYED LONGER THAN 14 DAYS MAY SUBJECT THE PROJECT TO ANY PRICE INCREASES INCURRED BY ALLIANCE STEEL UP TO THE DATE OF DELIVERY.

THESE DRAWINGS ARE SUBMITTED FOR "APPROVAL ONLY"

These drawings are not final drawings and should not be used to pour concrete. This job WILL NOT be placed in the production schedule until one set of drawings has been returned approved (signed and dated) as shown. Additions/deletions are subject to price adjustments.

- APPROVED AS DRAWN
- APPROVED, FURNISH CORRECTED
- MAKE CORRECTIONS NOTED, RESUBMITAL NOT REQUIRED
- REVISE AND RESUBMIT

APPROVED BY: _____
DATE APPROVED: _____

* NOTE: This building WILL NOT be scheduled for production until these drawings are approved (see above) AND a complete color schedule is provided.

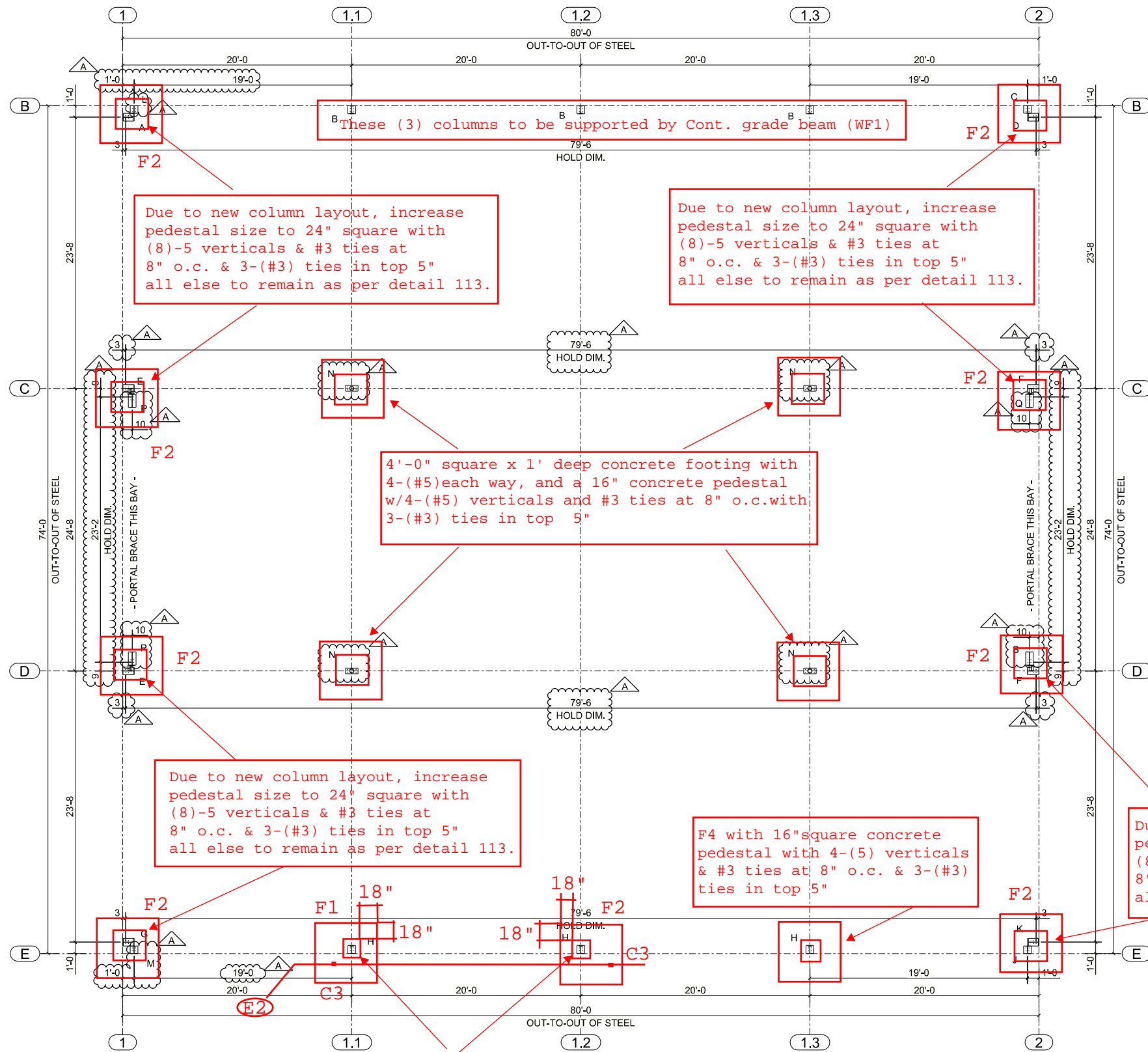
TEXAS COA# F-006272

ENGINEERING SEAL

This certification covers parts fabricated and delivered by the manufacturer only and excludes parts such as doors, windows, foundation design, and erection of the building. Sealed drawings do not constitute an agreement that the signed engineer is acting as the engineer of record for the overall project.

STATE OF TEXAS
KEITH P. SHEDD
80792
LICENSED PROFESSIONAL ENGINEER
12/17/2024

Panel Schedule			
Roof panel:	Wall panel:	Liner panel:	Soffit panel:
<input type="checkbox"/> 26 ga. Alliance PBR <input type="checkbox"/> 24 ga. AllianceSeam 24 <input type="checkbox"/> TripleLok <input type="checkbox"/> QuadLok	<input type="checkbox"/> 26 ga. Alliance 'R' <input type="checkbox"/> 26 ga. Alliance 'A' <input type="checkbox"/> 26 ga. Alliance 'M' <input type="checkbox"/> 24 ga. Alliance 'AW-16' <input type="checkbox"/> 26 ga. Alliance 'ABT-32' <input type="checkbox"/> 26 ga. Alliance '1P-36' <input type="checkbox"/> 26 ga. Alliance 'LT3.3'	<input type="checkbox"/> 26 ga. Alliance 'R' <input type="checkbox"/> 26 ga. Alliance 'A' <input type="checkbox"/> 26 ga. Alliance 'M' <input type="checkbox"/> 26 ga. Alliance 'ABT-32' <input type="checkbox"/> 26 ga. Alliance '1P-36'	<input type="checkbox"/> 26 ga. Alliance 'R' <input type="checkbox"/> 24 ga. Alliance 'A12' <input type="checkbox"/> 26 ga. Alliance 'M'
Please see our website for technical manuals: https://allianceokc.com/technical-information/			
Roof Weather Tightness Warranty Requirements:		Field Located Accessories	
<input checked="" type="checkbox"/> No Warranty <input type="checkbox"/> Weather Tightness Warranty - Warranty may require field inspections during installation. - Warranty may require roof installer to be certified by ASI. - Contact ASI warranty department with any questions prior to installation.			



Due to new column layout, increase pedestal size to 24" square with (8)-5 verticals & #3 ties at 8" o.c. & 3-(#3) ties in top 5" all else to remain as per detail 113.

Due to new column layout, increase pedestal size to 24" square with (8)-5 verticals & #3 ties at 8" o.c. & 3-(#3) ties in top 5" all else to remain as per detail 113.

4'-0" square x 1' deep concrete footing with 4-(#5) each way, and a 16" concrete pedestal w/4-(#5) verticals and #3 ties at 8" o.c. with 3-(#3) ties in top 5"

Due to new column layout, increase pedestal size to 24" square with (8)-5 verticals & #3 ties at 8" o.c. & 3-(#3) ties in top 5" all else to remain as per detail 113.

F4 with 16" square concrete pedestal with 4-(5) verticals & #3 ties at 8" o.c. & 3-(#3) ties in top 5"

Due to new column layout, increase pedestal size to 24" square with (8)-5 verticals & #3 ties at 8" o.c. & 3-(#3) ties in top 5" all else to remain as per detail 113.

16" square concrete pedestal with 4-(#5) verticals & #3 ties at 8" o.c. & 3-(#3) ties in top 5"

G.C. To coordinate column locations with architectural drawings. Footings/pilasters have been provided.
JTA Engineering

ANCHOR BOLT PLAN
F.F. ELEV. 100'-0"
ALL B.P.E. 100'-1 1/2" ON
OF NON-SHRINK GROUT U.N.O.

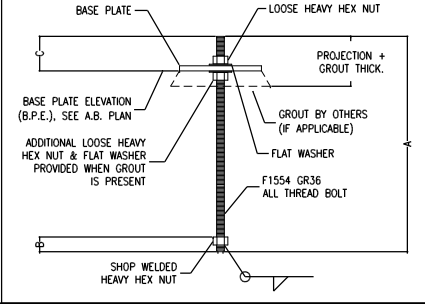
- ANCHOR BOLT NOTES:**
- 1.) FINISHED FLOOR IS REFERENCED AS 100'-0". ALL BASE PLATE ELEVATIONS (B.P.E.) ARE AT ELEVATION 100'-1 1/2" (ABOVE FINISH FLOOR W/ 1/2" OF NON-SHRINK GROUT) UNLESS NOTED OTHERWISE ON ANCHOR BOLT PLAN.
 - 2.) THE DRAWING APPROVER IS RESPONSIBLE FOR CONFIRMING ALL BASE PLATE ELEVATIONS (B.P.E.). ALL BASE PLATE ELEVATIONS ARE FOR APPROVAL. IF THE BASE PLATE ELEVATIONS ARE NOT CHANGED ON THE RETURNED APPROVAL DRAWINGS, THEY ARE CONSIDERED APPROVED AND ALL STEEL WILL BE MANUFACTURED ACCORDINGLY.
 - 3.) THIS ANCHOR BOLT PLAN IS FOR BOLT LOCATIONS ONLY. DO NOT USE THIS DRAWING FOR POURING FOUNDATION. REFER TO ARCHITECTURAL/STRUCTURAL DRAWINGS FOR FOUNDATION PLAN, SECTIONS, & DETAILS.
 - 4.) MINOR DIMENSIONAL MODIFICATIONS MAY BE MADE TO THE ARCHITECTURAL/STRUCTURAL DRAWINGS TO ACCOMMODATE ALLIANCE STEEL'S METAL BUILDING DESIGN AND STANDARD CONNECTION REQUIREMENTS.
 - 5.) IT IS THE RESPONSIBILITY OF THE CUSTOMER TO COORDINATE ANY VARIANCES BETWEEN ALLIANCE STEEL'S ANCHOR BOLT PLAN, AND THE ARCHITECTURAL/STRUCTURAL FOUNDATION PLAN BEFORE POURING PIERS, FOOTINGS, ETC.

ANCHOR BOLT SCHEDULE (STRAIGHT ALL THREAD)

QUANTITY	DIAMETER	A	B	C
---	1/2"	0'-7 1/2"	0'-1 1/2"	0'-1 1/2" + GROUT THICK.
---	5/8"	1'-1 1/2"	0'-1 1/2"	0'-1 1/2" + GROUT THICK.
---	3/4"	1'-11"	0'-1 1/2"	0'-2 1/2" + GROUT THICK.
---	7/8"	2'-0 1/2"	0'-1 1/2"	0'-2 1/2" + GROUT THICK.
---	1"	2'-2 1/2"	0'-1 1/2"	0'-3" + GROUT THICK.
---	1 1/8"	2'-4 1/2"	0'-1 1/2"	0'-3 1/2" + GROUT THICK.
---	1 1/4"	2'-6 1/4"	0'-1 3/4"	0'-3 1/2" + GROUT THICK.
---	1 3/8"	2'-8 1/4"	0'-1 3/4"	0'-4" + GROUT THICK.
---	1 1/2"	2'-9 3/4"	0'-1 3/4"	0'-4" + GROUT THICK.

ANCHOR BOLTS PROVIDED BY: ALLIANCE BUYER

- NOTES:**
- 1.) 1/2" EXPANSION BOLTS FOR MISCELLANEOUS FRAMED OPENINGS (WALK DOORS, WINDOWS, LOUVERS, ETC.) ARE TO BE PROVIDED BY OTHERS.
 - 2.) ALTHOUGH ALLIANCE DESIGNS ANCHOR BOLT QUANTITY AND DIAMETER, THE FOUNDATION ENGINEER OR ENGINEER OF RECORD IS RESPONSIBLE FOR DESIGN OF EMBEDMENT LENGTH IN THE FOUNDATION. SHOULD ALLIANCE PROVIDE ANCHOR BOLT MATERIAL, THE LENGTH IS TO BE SPECIFIED BASED ON THE ABOVE CHART OF STANDARD LENGTHS. LENGTHS OTHER THAN STANDARD MAY IMPACT COST AND DELIVERY OF ANCHOR BOLTS.
 - 3.) REFER TO SECTIONS FOR GROUT THICKNESS IF APPLICABLE.



PRELIMINARY
NOT FOR CONSTRUCTION

THESE DRAWINGS ARE SUBMITTED FOR
"APPROVAL ONLY"

These drawings are not final drawings and should not be used for construction. This set shall NOT be placed in the production schedule until the use of all drawings has been returned approved (signed and dated) as shown. Additions/changes are subject to price adjustments.

- APPROVED AS DRAWN
- APPROVED, FURNISH CORRECTED
- MAKE CORRECTIONS NOTED, RESUBMITTAL NOT REQUIRED
- REVISE AND RESUBMIT

APPROVED BY: _____
DATE APPROVED: _____

* NOTE: This building WILL NOT be scheduled for production until these drawings are approved (see above) AND a complete color schedule is provided.

ENGINEERING SEAL
This certification covers parts fabricated and delivered by the manufacturer only and excludes parts such as doors, windows, foundation design, and erection of the building. Sealed drawings do not constitute an agreement that the signed engineer is acting as the engineer of record for the overall project.



TEXAS COA F-006272

NO.	REVISION	DATE	BY	CHK.
1	REVISION & RESUBMIT FOR APPROVAL	12/17/2024	JRL	NRG
2	FOR APPROVAL	12/17/2024	JRL	DMN
3	FOR APPROVAL	12/17/2024	JRL	DMN
4	FOR APPROVAL	12/17/2024	JRL	DMN

Dantex Construction Company
EL PASO, TEXAS 79922

Horizon City Municipal Facilities
HORIZON CITY, TEXAS 79928

CUSTOMER PROJECT

Alliance
STEEL BUILDING SYSTEMS
3333 S. COUNCIL RD., OKLA. CITY, OK 73179
(800) 624-1579 (405) 745-7500 WWW.ALLIANCEOKC.COM

ENG BY: JRL
CAD BY: NRG
DET BY: DMN
CKD BY: DMN

JOB NUMBER:
324-0254

DWG NUMBER:
AB1 OF 3

LABOR BREAKDOWN CHANGE ORDER #2

	REMOVAL OF EXISTING REBAR, WIREMESH AND VAPOR BARRIER TO ACCOMMODATE NEW INTERIOR AND PERIMETER CONCREETE FOOTINGS	\$ 20.00	\$ 2,880.00
144 MH	BACKFILL PERIMETER FOOTING TO INTRODUCE A BACKHOE ONTO THE SLAB FOR EXCAVATION OF INTERIOR AND PERIMETER CONCRETE FOOTINGS	\$ 20.00	\$ 320.00
16	INTERIOR AND PERIMETER CONCRETE FOOTINGS (NO DENSITIES INCLUDED AS SLAB HAS LOST MOISTURE FOR SITTING 4+ MONTHS)	\$ 20.00	\$ 1,280.00
64	FABRICATION AND INSTALLATION OF REBAR ON NEW SPOT FOOTINGS	\$ 20.00	\$ 640.00
32			
48	PREP AND INSTALL ANCHOR BOLT TEMPLATE CONCRETE POUR WITH OUT PUMP OF NEW CONCRETE SPOT FOOTINGS	\$ 20.00	\$ 960.00
48	HAND GRADE CONCRETE SLAB AND RE- EXCAVATE PERIMETER FOOTING AFTER SPOT FOOTINGS ARE POURED	\$ 20.00	\$ 1,920.00
96	RE-INSTALL VAPOR BARRIER AND WIRE MESH	\$ 20.00	\$ 1,600.00
80	FORM AND INSTALLATION OF REBAR AT PEDESTALS	\$ 20.00	\$ 1,280.00
64	RECTIFY PERIMETER SLAB FORMS, REMOVE AND REPLACE WARPED FORMS	\$ 20.00	\$ 960.00
48	INSTALL PLASTIC TO PROTECT EXISING STRUCTURES FROM CONCRETE SPLASH AND AVOID CLEAN UP	\$ 20.00	\$ 440.00
22	ON SITE FORMEN / COMPETANT PERSON	\$ 25.00	\$ 2,000.00
80			
	SUM TOTAL LABOR BUDGET		\$ 15,240.00

CHANGE ORDER NO. 3

PROJECT:	<u>Horizon City Municipal Facilities Phase I</u>	DATE OF ISSUANCE: March 10, 2025
OWNER:	TOWN OF HORIZON CITY 14999 Darrington Rd. Horizon City, Texas 79928	EFFECTIVE DATE: March 11, 2025
CONTRACTOR:	<u>Dantex General Contractors</u> <u>4727 Osborne</u> El Paso, TX 79922	OWNER'S BID NO. CSP 23-038 Project No. 22.513D
CONTRACT FOR:	<i>New Municipal Facilities for the City of Horizon</i>	ARCHITECT: Eugenio Mesta, AIA Exigo Architects 211 N. Florence Ste. A El Paso, Tx 79912

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

Item No. 1: **Additional Concrete at Metal Building Area B** - (\$22,691.25; 0 impact to contract time)

PURPOSE OF CHANGE ORDER:

Item No. 1. The Contractor is providing additional concrete work as requested and detailed in submittal review for the metal building design in area B. The work will be done under the unit prices and time frame attached per work directive 1.

CHANGE ORDER NO. <u>3</u>	
PROJECT: <i>Horizon City Municipal Facilities Phase I</i>	
CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME
ORIGINAL PRICE: \$ 9,070,442.00	ORIGINAL CONTRACT TIME MILESTONES: <i>Substantial Completion: 455 Days</i> <i>Final Completion: 485 Days</i> CONTRACT TIME: <i>Due Date: November 9, 2025</i> <i>Due Date: December 9, 2025</i>
CONTRACT PRICE PRIOR TO THIS CHANGE ORDER \$ 9,141,217.77	CONTRACT TIME PRIOR TO THIS CHANGE ORDER MILESTONES: <i>Substantial Completion: 455 Days</i> <i>Final Completion: 485 Days</i> CONTRACT TIME: <i>Due Date: November 9, 2025</i> <i>Due Date: December 9, 2025</i>
NET INCREASE/DECREASE OF THIS CHANGE ORDER \$ 22,691.25	NET INCREASE/DECREASE OF THIS CHANGE ORDER MILESTONES: <i>Substantial Completion:</i> <i>Final Completion:</i> CONTRACT TIME: <i>0 Days</i> <i>0 Days</i>
CONTRACT PRICE WITH ALL APPROVED CHANGE ORDERS \$ 9,163,909.02	CONTRACT TIME WITH ALL APPROVED CHANGE ORDERS MILESTONES: <i>Substantial Completion: 455 Days</i> <i>Final Completion: 485 Days</i> CONTRACT TIME: <i>Due Date: November 9, 2025</i> <i>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 Hector Olave
Contractor: Dantex General Contractors
Date 3/10/25

RECOMMENDED:

By José Ortega
Exigo: Jesus Ortega PM
Date 3.10.2025

REVIEWED:

By _____
Eduardo Garcia, - Interim Director of Planning
Date _____

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 #: 3
 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: \$ 22,691.25
 Total Impact to Time: 0 Days
 Date: 3/10/2025

Item No. 1	Additional Concrete Area B – Metal Building
<i>Classification</i>	Modification to Construction Documents
<i>Impact to Cost</i>	\$22,691.25
<i>Impact to Time</i>	0 Days
<i>Justification</i>	See Change Order Narrative for Item No. 3
<i>Cost Summary</i>	Additional Concrete at Metal Building Area B

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>	

Dantex General Contractors

PROPOSED CHANGE ORDER REQUEST NO. 05

4727 Osborne
El Paso, Texas 79922

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

TITLE: Additional Concrete Work

DATE: 1/22/24

PROJECT: Horizon Municipal Facilities Phase 1, PO #008625

DX JOB: 1322

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

DESCRIPTION OF PROPOSAL:

Provide for additional concrete work as requested and detailed in submittal review for the metal building design in area B

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

001	provide revised concrete elements as per directions note in submittal review sheet	lot	1		\$ -	\$ -	\$20,309.00
-----	--	-----	---	--	------	------	-------------

subtotal \$20,309.00

004	General Liability	LS	0.2800%	1			\$56.87
005	Builders Risk	LS	0.4500%	1			\$91.39
006	P & P Bond	LS	1.0000%	1			\$203.09

Subtotal \$351.35

Description	Percent	Amount
Overhead & Profit	10%	\$2,030.90
Sales Tax	N/A	
Total Cost		\$22,691.25

Hector Olave

By: _____
Hector Olave / Dantex General Contractors

By: _____

Date: 1/22/2025

Date: _____

CHANGE ORDER #2

January 20, 2025

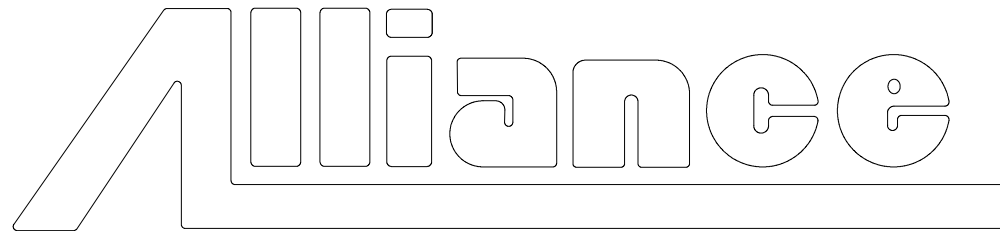
Project: HORIZON CITY MUNICIPAL FACILITIES PHASE 1

Key	Qty	Unit	Description	Total Price/Unit	Total
ALLIANCE STEEL BUILDING SYSTEM PROPOSED PLANS					
1	1	LS	FURNISH AND INSTALL ADDITIONAL SPOT FOOTINGS WITH PEDESTALS AND MODIFICATION OF ORIGINAL PEDESTALS	\$ 20,309.00	\$ 20,309.00
SUM TOTAL CHANGE ORDER #2				\$	20,309.00
COST BREAKDOWN					
1	1	LS	LABOR	\$ 15,250.00	\$ 15,250.00
2	1	LS	ADDITIONAL CONCRET MIX	\$ 1,200.00	\$ 1,200.00
3	1	LS	ADDITIONAL CONCRETE REBAR	\$ 700.00	\$ 700.00
4	1	LS	MISC. MATERIAL	\$ 510.00	\$ 510.00
5	1	LS	PROFIT	\$ 2,649.00	\$ 2,649.00
SUM TOTAL CHANGE ORDER #2				\$	20,309.00

Total Bid Price Includes: Labor, Material and Equipment: Remove and Replace Existing Vapor Barrier, Reinforcement, and Forms for Installation of Newly Proposed Footings, Furnish and Install New Footings and Modification of Pedestals Per New Plan.

We hope to work with you on this project and please contact us with any questions.

Crystal Rios
 CEO
 El Paso Turnkey Enterprises LLC
 915-740-4937 - Mobile
crios@epturnkey.com



STEEL BUILDING SYSTEMS

3333 S. COUNCIL RD., OKLA. CITY, OK 73179

(800) 624-1579 (405) 745-7500 WWW.ALLIANCEOKC.COM



DESIGN LOADING

THIS STRUCTURE IS DESIGNED UTILIZING THE LOADS INDICATED AND APPLIED BY THE IBC 2015

IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONFIRM THAT THESE LOADS COMPLY WITH THE REQUIREMENTS OF THE LOCAL BUILDING DEPARTMENT.

SPECIFIC LOADS: SEE STRUCTURAL CALCULATIONS AND FOUNDATION REACTIONS.

III	BUILDING RISK CATEGORY		
6.5	DEAD LOAD (psf)		
20 psf	ROOF LIVE LOAD		
Yes	LIVE LOAD REDUCTION ALLOWED?		
10	COLLATERAL LOAD (psf)		
5	GROUND SNOW LOAD, Pg (psf)		
1.10	SNOW IMPORTANCE FACTOR, Is		
120	WIND SPEED (mph)	76	SERVICEABILITY WIND SPEED (mph)
c	WIND EXPOSURE CATEGORY	93	NOMINAL WIND SPEED (mph)
±0.18	INTERNAL PRESSURE COEFFICIENT, GCpi (+/-)	10 YEAR	SERVICEABILITY WIND RETURN PERIOD (yr)
Enclosed	WIND CLOSURE CATEGORY		
1.25	SEISMIC IMPORTANCE FACTOR, Ie		
0.304	MAPPED SPECTRAL ACCELERATION FOR SHORT PERIODS, Ss		
0.093	MAPPED SPECTRAL ACCELERATION FOR 1-SECOND PERIOD, S1		
C	SEISMIC DESIGN CATEGORY		
0.1320	SEISMIC RESPONSE COEFFICIENT, Cs		
0.315	FIVE PERCENT DAMPED SPECTRAL ACCELERATION FOR SHORT PERIODS, SDS		
0.149	FIVE PERCENT DAMPED SPECTRAL ACCELERATION FOR 1-SECOND PERIOD, SD1		
D	SITE CLASS		
3	RESPONSE MODIFICATION FACTORS, R-FRAMES		
3	RESP. MOD. FACTORS, R-BRACING (F_SW)		
3	RESP. MOD. FACTORS, R-BRACING (B_SW)		
0.13W	DESIGN BASE SHEAR, W		
15.4	LONG. BASE SHEAR (kips)	12.6	TRANS. BASE SHEAR (kips)
4/6	5yr/25yr RAINFALL INTENSITY (in/hr)		

EQUIVALENT LATERAL FORCE ANALYSIS PROCEDURE
Systems Not Specifically Detailed for Seismic Resistance Structural Systems: Transverse (Rigid Frame)

RELEASE HISTORY	
NO.	DATE
1	12/17/2024
2	10/16/2024
3	09/26/2024
CONST. PERMIT APPRVL REV.	
CONST. PERMIT APPRVL REV.	
E DWSG A BOLT	
NOTES	
MARK	
ENGR	

Dantex Construction Company
EL PASO, TEXAS 79922
Horizon City Municipal Facilities
HORIZON CITY, TEXAS 79928

CUSTOMER PROJECT

Alliance
STEEL BUILDING SYSTEMS
3333 S. COUNCIL RD., OKLA. CITY, OK 73179
(800) 624-1579 (405) 745-7500 WWW.ALLIANCEOKC.COM

ENG BY: JRL
CAD BY: A.B. GLS
DET BY: ---
CKD BY: DMN

JOB NUMBER : 324-0254

DWG NUMBER : CS1 of 1

BUILDING SPECIFICATIONS

The building system shown on these drawings has been designed and detailed for the loads and conditions stipulated by the letter of certification, and these drawings.

Any alterations to this building system, removal of any of its components or parts, modification of the intended end-use, modifications in cladding or any other deviations from the original conditions for which the building system was designed may be done only with the written approval of a registered architect and/or a registered professional engineer, as applicable. The metal building manufacturer (MBM) will assume no responsibility for any of the changes mentioned above if performed without prior written approval by the MBM.

This building system has been designed per the MBM's standard design and manufacturing practices, the governing building code, and the applicable editions of the building code referenced AISC, AISI, ASCE, and AWS standards. This building system has also been designed in accordance with all applicable provisions of the latest edition of MBMA Metal Building Systems Manual. In applications including structural steel deck and steel joists, the code referenced editions of applicable SDI and SJI standards, respectively, were also applied.

The MBM does not design or check ventilation or energy conservation systems for the building system supplied and is not responsible for the adequacy of specified ventilation and energy conservation components. The End User should insure that adequate provisions are made for ventilation, condensation, and energy conservation requirements.

The MBM is not responsible for the design, materials and workmanship of the foundation, or the anchorage of the building system to the foundation. Anchor bolt plans prepared by the MBM are intended to show only location, diameter, and projection of anchor bolts required to attach the metal building system to the foundation. The END USER is responsible for engaging the services of a licensed Professional Engineer to perform foundation and foundation anchorage design.

The anchor bolt spacing is based on ACI 318, Section D.8 for cast-in anchors that will not be torqued. The Professional Engineer designing the foundation shall determine the adequate anchor bolt material type and grade, anchor bolt embedment, and any anchorage reinforcement to accommodate the given anchor bolt locations, quantity, and diameter.

Unless noted otherwise on the Letter of Certification, the building system by the MBM is exempt from the ASCE 7 stipulated seismic drift limitations. The END USER shall insure that all the interior and exterior attachments and cladding by others are designed to accommodate seismic drift.

The MBM does not investigate the influence of its metal building system on existing buildings or structures. The END USER shall engage services of a licensed Professional Engineer to evaluate whether such buildings and structures are adequate to resist snow drift loads or other conditions as a result of the presence of the Metal Building System. The materials used in fabrication of primary and secondary steel framing members, as well as related accessories are shown below with their corresponding ASTM designations. When the compliance with the building code mandated edition of the AISC Seismic Provisions is required, only materials approved by those provisions are used.

- Built-up Section Flanges (Fy = 55 ksi); A529, A572 or A588;
- Built-up Section Webs & Connection Plates (Fy = 55 ksi); A1011, A572 or A588;
- Hot-rolled W-shapes (Fy = 50 ksi); A992 or A572;
- Hot-rolled C and L-shapes (Fy = 50 ksi); A529 or A572;
- Hot-rolled Rods (Fy = 55 ksi); A108 or A572;
- Cold-formed C, Z, and ES shapes (Fy = 55 ksi); A1011 or A653;
- Panels, A792 or A653, Gr. 50 for Gr. 24 and thicker, Gr. 80 for others;
- HSS Round; A500 Gr. B (Fy = 42 ksi)
- HSS Square/Rectangular; A500 Gr. B (Fy = 46 ksi)
- Cables, A475
- Eyebolts (Gr. 55); A108, or A572
- Washers, A536
- Hillside Washers, A48
- Structural Bolts, A307 Gr. A, A325 Gr. C, A490 Gr. DH (used as noted in next section)

Unless noted otherwise and except for crane support system connections, all bolted joints shall be snug-tightened in accordance with the latest edition of Specification for Structural Joints Using ASTM A325, or A490 Bolts (RCSC). All joints in crane support system application shall be pretensioned as required by RCSC. All primary frame bolted connections use A325 bolts, unless noted otherwise. All end-plate connections in cold-formed steel frames use A325 bolts, unless noted otherwise.

All primary structural members have been painted with the minimum of one coat of iron oxide inhibitive primer. All structural steel members have been painted in accordance with Steel Structures Painting Council Specification, SSPC No. 15.

Shop and field inspections and associated fees and expenses are the responsibility of the contractor, unless noted otherwise.

BUYER or CONTRACTOR RESPONSIBILITIES

The BUYER or CONTRACTOR must secure all required approvals and permits for this project from the appropriate agencies in full compliance with all applicable local and state laws and regulations. In accordance with the Sec. 4.4.1 of the latest edition of the AISC Code of Standard Practice and the MBMA Common Industry Practices. Approval of these drawings and calculations (if applicable) constitutes an agreement that the MBM has correctly interpreted the requirements of the contract building drawings, specifications, and all other contractual requirements.

In accordance with Sec. 3.3 of the latest edition of the AISC Code of Standard Practice, where discrepancies exist between drawings provided by the MBM and the drawings provided by the other trades, such as architectural, electrical, plumbing, and others, these drawings provided by the MBM shall govern.

The BUYER or CONTRACTOR is responsible for the erection of the entire building system and all associated work pertaining thereto in accordance with the MBM's "For Construction" drawings. Drawings not marked "For Construction" SHALL NOT be used in the erection of the MBM's building system.

In accordance with Sec. 7.10.3 of the latest edition of the AISC Code of Standard Practice, temporary supports such as gusys, braces, falsework, shoring, and other elements necessary to safely erect the building system and prevent structural and other damage to the building system shall be determined and furnished by the erector. The structural building system provided by the MBM is designed for service conditions in accordance with the building code. The BUYER or CONTRACTOR shall erect the system in a manner that insures that the loading conditions on the structure during service are not exceeded in any part of the structure throughout the erection process.

Unless noted otherwise, the MBM shall not be responsible for the design of any elements of this project not part of the structural building system provided by the MBM. The BUYER or CONTRACTOR shall be responsible for taking appropriate steps to insure that such elements are properly structurally designed and constructed.

It is the responsibility of the BUYER or CONTRACTOR to observe and apply all pertinent OSHA and other mandatory safety provisions.

The BUYER or CONTRACTOR is responsible for the inspection of all of the MBM's shipment when received. Any claims of non-received items must be reported to the MBM in writing within 5 business days. In order to maintain the quality guarantee and to qualify for reimbursement, any field modifications of any reported defective item may not be performed without a prior written endorsement by the MBM.

The MBM shall not be held liable for any claim whatsoever, including, but not limited to, labor charges or consequential damages, resulting from the BUYER or CONTRACTOR/Eractor's use of defective or incorrect materials that can be detected by visual inspection.

The MBM is not responsible for material damaged in unloading or for packaged or nested materials, including, but not limited to, fasteners, sheet metal, "C" and "Z" sections, and covering panels that become wet and/or are damaged by water while in the possession of others. Packaged or nested materials that become wet in transit shall be unpacked, unstacked and dried by the BUYER or CONTRACTOR.

With respect to all other building system erection aspects not mentioned above, the BUYER or CONTRACTOR shall comply with the Sec. 6 of the MBMA Common Industry Practices. For any aspects of the erection not covered by the MBMA Common Industry Practices, the provisions of Sec. 7 of the latest edition of the AISC Code of Standard Practice shall apply.

SPECIAL NOTES

1): This Building has Been Designed to Support (7) HVAC RTUs. The Following RTUs Will Be Supported: ACU-1, ACU-2, ACU-3, ACU-4A, ACU-4B, ACU-4C, and ACU-5.

JTA ENGINEERING, LLC
4411 E KNOX RD
PHOENIX AZ 85044
www.jtaengineering.com

REVIEW IS ONLY FOR GENERAL CONFORMANCE TO CONTRACT DOCUMENTS. CORRECTIONS OR COMMENTS MADE ON SHOP DRAWINGS DO NOT RELIEVE THE CONTRACTOR FROM COMPLIANCE WITH THE REQUIREMENTS OF THE PLANS & SPECIFICATIONS. THE CONTRACTOR IS RESPONSIBLE FOR CONFIRMING & COORDINATING DIMENSIONS AT THE JOBSITE AS WELL AS DIMENSIONS THAT ARE NEEDED FOR FABRICATION PROCESSES, CLEARANCE, TECHNIQUES OF CONSTRUCTION & COORDINATION WITH ALL CONSTRUCTION TRADES.

- REVIEWED
- REVIEWED AS NOTED
- REVISE & RESUBMIT
- FOR RECORD

BY: sj DATE: 1-14-25

DESIGN DEFLECTION LIMITS			
SYSTEM	LOAD	TYPE	LIMITS
Frames	LIVE	Vert.	L/180
Frames	WIND	Horz.	H/60
Frames	SEIS	Horz.	H/67
Frames	CRANE	Horz.	H/100
Bracing	WIND	Horz.	H/60
Bracing	SEIS	Horz.	H/67
EW Rafter	LIVE	Vert.	L/180
EW Rafter	WIND	Vert.	L/180
EW Column	WIND	Horz.	L/180
Purlins	LIVE	Vert.	L/180
Purlins	WIND	Vert.	L/180
Girts	WIND	Horz.	L/180
Panel: Roof	LIVE	Vert.	L/60
Panel: Roof	WIND	Vert.	L/60
Panel: Wall	WIND	Horz.	L/60
Partition Col.	WIND	Horz.	L/60
Partition Girt	WIND	Horz.	L/60

NOTE: APPROVER TO VERIFY ALL DIMENSIONS AND THE GENERAL LAYOUT(S) OF THE BUILDING(S). ANY INFORMATION SHOWN ON THESE DRAWINGS THAT IS NOT CHANGED WILL BE ASSUMED TO BE CORRECT.

PRELIMINARY NOT FOR CONSTRUCTION

THESE DRAWINGS ARE SUBMITTED FOR "APPROVAL ONLY"

These drawings are not final drawings and should not be used to pour concrete. This job WILL NOT be placed in the production schedule until one set of drawings has been returned approved (signed and dated) as shown. Additions/deletions are subject to price adjustments.

- APPROVED AS DRAWN
- APPROVED, FURNISH CORRECTED
- MAKE CORRECTIONS NOTED, RESUBMITAL NOT REQUIRED
- REVISE AND RESUBMIT

APPROVED BY: _____
DATE APPROVED: _____

* NOTE: This building WILL NOT be scheduled for production until these drawings are approved (see above) AND a complete color schedule is provided.

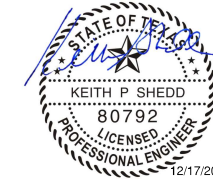
Built-up Plate Member Key

Designation, format is 'WAABCCD' where
W = Built-up welded section
AA = Total depth of member (inches)
BB = Flange width in inches (B8 = 8", 10 = 10")
CC = Flange thickness in 1/16" (1 = 1/16", 2 = 1/8")
D = Web thickness (1=9ga., 2=8ga., 3=3/16", 4=1/4")

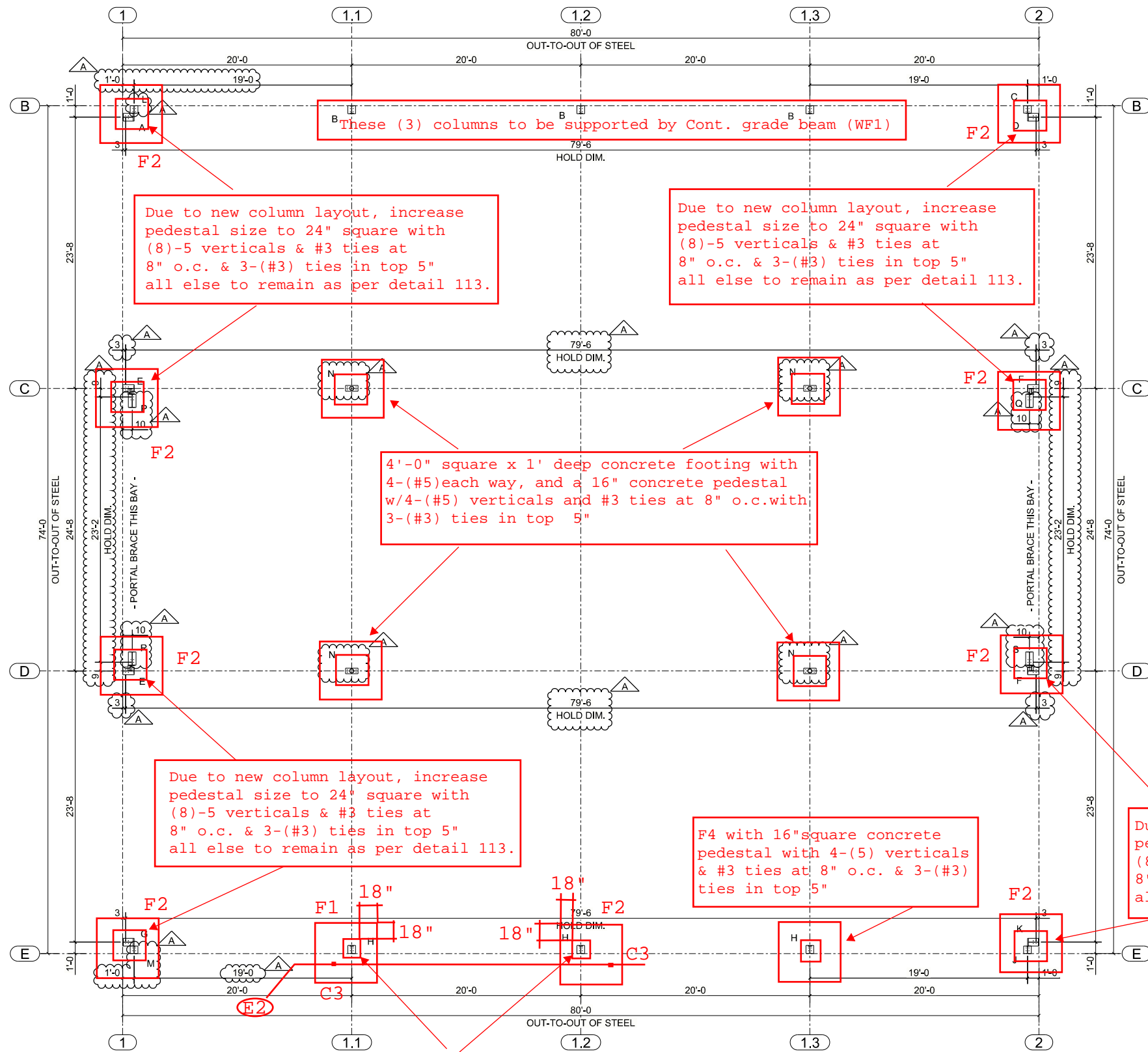
DUE TO THE VOLATILITY OF THE STEEL PRICING MARKET, ALL APPROVAL DRAWINGS MUST BE RETURNED TO ALLIANCE STEEL WITHIN 14 DAYS. APPROVAL DRAWINGS DELAYED LONGER THAN 14 DAYS MAY SUBJECT THE PROJECT TO ANY PRICE INCREASES INCURRED BY ALLIANCE STEEL UP TO THE DATE OF DELIVERY.

ENGINEERING SEAL
This certification covers parts fabricated and delivered by the manufacturer only and excludes parts such as doors, windows, foundation design, and erection of the building. Sealed drawings do not constitute an agreement that the signed engineer is acting as the engineer of record for the overall project.

TEXAS COA# F-006272



Panel Schedule			
Roof panel:	Wall panel:	Liner panel:	Soffit panel:
<input type="checkbox"/> 26 ga. Alliance PBR <input type="checkbox"/> 24 ga. AllianceSeam 24 <input type="checkbox"/> TripleLok <input type="checkbox"/> QuadLok	<input type="checkbox"/> 26 ga. Alliance 'R' <input type="checkbox"/> 26 ga. Alliance 'A' <input type="checkbox"/> 26 ga. Alliance 'M' <input type="checkbox"/> 24 ga. Alliance 'AW-16' <input type="checkbox"/> 26 ga. Alliance 'ABT-32' <input type="checkbox"/> 26 ga. Alliance '1P-36' <input type="checkbox"/> 26 ga. Alliance 'LT3.3'	<input type="checkbox"/> 26 ga. Alliance 'R' <input type="checkbox"/> 26 ga. Alliance 'A' <input type="checkbox"/> 26 ga. Alliance 'M' <input type="checkbox"/> 26 ga. Alliance 'ABT-32' <input type="checkbox"/> 26 ga. Alliance '1P-36'	<input type="checkbox"/> 26 ga. Alliance 'R' <input type="checkbox"/> 24 ga. Alliance 'A12' <input type="checkbox"/> 26 ga. Alliance 'M'
Please see our website for technical manuals: https://allianceokc.com/technical-information/			
Roof Weather Tightness Warranty Requirements:		Field Located Accessories	
<input checked="" type="checkbox"/> No Warranty <input type="checkbox"/> Weather Tightness Warranty - Warranty may require field inspections during installation. - Warranty may require roof installer to be certified by ASI. - Contact ASI warranty department with any questions prior to installation.			



Due to new column layout, increase pedestal size to 24" square with (8)-5 verticals & #3 ties at 8" o.c. & 3-(#3) ties in top 5" all else to remain as per detail 113.

Due to new column layout, increase pedestal size to 24" square with (8)-5 verticals & #3 ties at 8" o.c. & 3-(#3) ties in top 5" all else to remain as per detail 113.

4'-0" square x 1' deep concrete footing with 4-(#5) each way, and a 16" concrete pedestal w/4-(#5) verticals and #3 ties at 8" o.c. with 3-(#3) ties in top 5"

Due to new column layout, increase pedestal size to 24" square with (8)-5 verticals & #3 ties at 8" o.c. & 3-(#3) ties in top 5" all else to remain as per detail 113.

F4 with 16" square concrete pedestal with 4-(5) verticals & #3 ties at 8" o.c. & 3-(#3) ties in top 5"

Due to new column layout, increase pedestal size to 24" square with (8)-5 verticals & #3 ties at 8" o.c. & 3-(#3) ties in top 5" all else to remain as per detail 113.

16" square concrete pedestal with 4-(#5) verticals & #3 ties at 8" o.c. & 3-(#3) ties in top 5"

G.C. To coordinate column locations with architectural drawings. Footings/pilasters have been provided.
JTA Engineering

ANCHOR BOLT PLAN
F.F. ELEV. 100'-0"
ALL B.P.E. 100'-1 1/2" ON
OF NON-SHRINK GROUT U.N.O.

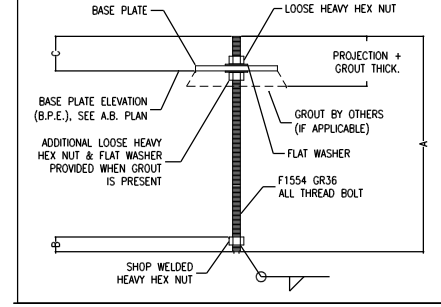
- ANCHOR BOLT NOTES:**
- 1.) FINISHED FLOOR IS REFERENCED AS 100'-0". ALL BASE PLATE ELEVATIONS (B.P.E.) ARE AT ELEVATION 100'-1 1/2" (ABOVE FINISH FLOOR W/ 1/2" OF NON-SHRINK GROUT) UNLESS NOTED OTHERWISE ON ANCHOR BOLT PLAN.
 - 2.) THE DRAWING APPROVER IS RESPONSIBLE FOR CONFIRMING ALL BASE PLATE ELEVATIONS (B.P.E.). ALL BASE PLATE ELEVATIONS ARE FOR APPROVAL. IF THE BASE PLATE ELEVATIONS ARE NOT CHANGED ON THE RETURNED APPROVAL DRAWINGS, THEY ARE CONSIDERED APPROVED AND ALL STEEL WILL BE MANUFACTURED ACCORDINGLY.
 - 3.) THIS ANCHOR BOLT PLAN IS FOR BOLT LOCATIONS ONLY. DO NOT USE THIS DRAWING FOR POURING FOUNDATION. REFER TO ARCHITECTURAL/STRUCTURAL DRAWINGS FOR FOUNDATION PLAN, SECTIONS, & DETAILS.
 - 4.) MINOR DIMENSIONAL MODIFICATIONS MAY BE MADE TO THE ARCHITECTURAL/STRUCTURAL DRAWINGS TO ACCOMMODATE ALLIANCE STEEL'S METAL BUILDING DESIGN AND STANDARD CONNECTION REQUIREMENTS.
 - 5.) IT IS THE RESPONSIBILITY OF THE CUSTOMER TO COORDINATE ANY VARIANCES BETWEEN ALLIANCE STEEL'S ANCHOR BOLT PLAN, AND THE ARCHITECTURAL/STRUCTURAL FOUNDATION PLAN BEFORE POURING PIERS, FOOTINGS, ETC.

ANCHOR BOLT SCHEDULE (STRAIGHT ALL THREAD)

QUANTITY	DIAMETER	A	B	C
---	1/2"	0'-7 1/2"	0'-1 1/2"	0'-1 1/2" + GROUT THICK.
---	5/8"	1'-1 1/2"	0'-1 1/2"	0'-1 1/2" + GROUT THICK.
---	3/4"	1'-11"	0'-1 1/2"	0'-2 1/2" + GROUT THICK.
---	7/8"	2'-0 1/2"	0'-1 1/2"	0'-2 1/2" + GROUT THICK.
---	1"	2'-2 1/2"	0'-1 1/2"	0'-3" + GROUT THICK.
---	1 1/8"	2'-4 1/2"	0'-1 1/2"	0'-3 1/2" + GROUT THICK.
---	1 1/4"	2'-6 1/4"	0'-1 3/4"	0'-3 1/2" + GROUT THICK.
---	1 3/8"	2'-8 1/4"	0'-1 3/4"	0'-4" + GROUT THICK.
---	1 1/2"	2'-9 3/4"	0'-1 3/4"	0'-4" + GROUT THICK.

ANCHOR BOLTS PROVIDED BY: ALLIANCE BUYER

- NOTES:**
- 1.) 1/2" EXPANSION BOLTS FOR MISCELLANEOUS FRAMED OPENINGS (WALK DOORS, WINDOWS, LOUVERS, ETC.) ARE TO BE PROVIDED BY OTHERS.
 - 2.) ALTHOUGH ALLIANCE DESIGNS ANCHOR BOLT QUANTITY AND DIAMETER, THE FOUNDATION ENGINEER OR ENGINEER OF RECORD IS RESPONSIBLE FOR DESIGN OF EMBEDMENT LENGTH IN THE FOUNDATION. SHOULD ALLIANCE PROVIDE ANCHOR BOLT MATERIAL, THE LENGTH IS TO BE SPECIFIED BASED ON THE ABOVE CHART OF STANDARD LENGTHS. LENGTHS OTHER THAN STANDARD MAY IMPACT COST AND DELIVERY OF ANCHOR BOLTS.
 - 3.) REFER TO SECTIONS FOR GROUT THICKNESS IF APPLICABLE.



PRELIMINARY
NOT FOR CONSTRUCTION

THESE DRAWINGS ARE SUBMITTED FOR
"APPROVAL ONLY"

These drawings are not final drawings and should not be used for construction. This set (V.L.) NOT to be used in the production schedule until the set of drawings has been returned approved (signed and dated) as shown. Additions/changes are subject to price adjustments.

- APPROVED AS DRAWN
- APPROVED, FURNISH CORRECTED
- MAKE CORRECTIONS NOTED, RESUBMITTAL NOT REQUIRED
- REVISE AND RESUBMIT

APPROVED BY: _____
DATE APPROVED: _____
* NOTE: This building V.L. NOT to be scheduled for production until these drawings are approved (see above) AND a complete color schedule is provided.

ENGINEERING SEAL
This certification covers parts fabricated and delivered by the manufacturer only and excludes parts such as doors, windows, foundation design, and erection of the building. Sealed drawings do not constitute an agreement that the signed engineer is acting as the engineer of record for the overall project.



TEXAS COA F-006272

NO.	REVISION	DATE	BY	CHK.
1	REVISE & RESUBMIT FOR APPROVAL	12/17/2024	JTA	DMN
2	FOR APPROVAL	12/17/2024	JTA	DMN
3	FOR APPROVAL	12/17/2024	JTA	DMN
4	FOR APPROVAL	12/17/2024	JTA	DMN
5	FOR APPROVAL	12/17/2024	JTA	DMN

Dantex Construction Company
EL PASO, TEXAS 79922

Horizon City Municipal Facilities
HORIZON CITY, TEXAS 79928

CUSTOMER PROJECT

Alliance
STEEL BUILDING SYSTEMS
3333 S. COUNCIL RD., OKLA. CITY, OK 73179
(800) 624-1579 (405) 745-7500 WWW.ALLIANCEOKC.COM

ENG BY: JRL
CAD BY: NRG
DET BY: DMN
CKD BY: DMN

JOB NUMBER:
324-0254

DWG NUMBER:
AB1 OF 3

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

001 provide revised concrete elements as per directions note in submittal review sheet lot 1 \$ - \$ - \$20,309.00

subtotal \$20,309.00

004 General Liability LS 0.2800% 1 \$56.87

005 Builders Risk LS 0.4500% 1 \$91.39

006 P & P Bond LS 1.0000% 1 \$203.09

Subtotal \$351.35

Description	Percent	Amount
Overhead & Profit	10%	\$2,030.90
Sales Tax	N/A	
Total Cost		\$22,691.25

Key	Qty	Unit	Description	Total Price/Unit	Total
ALLIANCE STEEL BUILDING SYSTEM PROPOSED PLANS					
1	1	LS	FURNISH AND INSTALL ADDITIONAL SPOT FOOTINGS WITH PEDESTALS AND MODIFICATION OF ORIGINAL PEDESTALS	\$ 20,309.00	\$ 20,309.00
SUM TOTAL CHANGE ORDER #2				\$	20,309.00
COST BREAKDOWN					
1	1	LS	LABOR	\$ 15,250.00	\$ 15,250.00
2	1	LS	ADDITIONAL CONCRET MIX 4CY with Buggy	\$ 1,200.00	\$ 1,200.00
3	1	LS	ADDITIONAL CONCRETE REBAR & Epoxy	\$ 700.00	\$ 700.00
4	1	LS	MISC. MATERIAL	\$ 510.00	\$ 510.00
5	1	LS	PROFIT 15%	\$ 2,649.00	\$ 2,649.00
SUM TOTAL CHANGE ORDER #2				\$	20,309.00

Total Bid Price Includes: Labor, Material and Equipment: Remove and Replace Existing Vapor Barrier, Reinforcement, and Forms for Installation of Newly Proposed Footings, Furnish and Install New Footings and Modification of Pedestals Per New Plan.

Labor:

Work required as per notes on AB 2 of 3 from metal building submittal review

includes all removal to access excavation, form setting, drilling, epoxy setting, cleanup to be ready for reinspection and concrete placement

# of Employees	Description	Duration	total of hrs	cost/hr/ week	Labor Burden	subtotal
1	backhoe operator	2	16	\$27.00	20%	\$518.40
5	carpenter/concrete setter	5	200	\$22.50	20%	\$5,400.00
8	labors	5	320	\$18.00	20%	\$6,912.00
2	rodbuster	2	32	\$24.00	20%	\$921.60
1	foreman	5	1	\$1,250.00	20%	\$1,500.00

subtotal \$15,252.00

Total Labor Added Cost \$15,250.00

LABOR BREAKDOWN CHANGE ORDER #2			
	REMOVAL OF EXISTING REBAR, WIREMESH AND VAPOR BARRIER TO ACCOMMODATE NEW INTERIOR AND PERIMETER CONCRETE		
144 MH	FOOTINGS	\$ 20.00	\$ 2,880.00
	BACKFILL PERIMETER FOOTING TO INTRODUCE A BACKHOE ONTO THE SLAB FOR EXCAVATION OF INTERIOR AND PERIMETER CONCRETE FOOTINGS	\$ 20.00	\$ 320.00
16			
	INTERIOR AND PERIMETER CONCRETE FOOTINGS (NO DENSITIES INCLUDED AS SLAB HAS LOST MOISTURE FOR SITTING 4+ MONTHS)	\$ 20.00	\$ 1,280.00
64			
	FABRICATION AND INSTALLATION OF REBAR ON NEW SPOT FOOTINGS	\$ 20.00	\$ 640.00
32			
	PREP AND INSTALL ANCHOR BOLT TEMPLATE CONCRETE POUR WITH OUT PUMP OF NEW CONCRETE SPOT FOOTINGS	\$ 20.00	\$ 960.00
48			
	HAND GRADE CONCRETE SLAB AND RE- EXCAVATE PERIMETER FOOTING AFTER SPOT FOOTINGS ARE Poured	\$ 20.00	\$ 1,920.00
96			
	RE-INSTALL VAPOR BARRIER AND WIRE MESH	\$ 20.00	\$ 1,600.00
80			
	FORM AND INSTALLATION OF REBAR AT PEDESTALS	\$ 20.00	\$ 1,280.00
64			
	RECTIFY PERIMETER SLAB FORMS, REMOVE AND REPLACE WARPED FORMS	\$ 20.00	\$ 960.00
48			
	INSTALL PLASTIC TO PROTECT EXISING STRUCTURES FROM CONCRETE SPLASH AND AVOID CLEAN UP	\$ 20.00	\$ 440.00
22			
	ON SITE FORMEN / COMPETANT PERSON	\$ 25.00	\$ 2,000.00
80			
	SUM TOTAL LABOR BUDGET		\$ 15,240.00



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: March 1, 2025
To: Honorable Mayor and Members of City Council
From: Teresa Quezada, CIP Manager
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 the Dilley, Delake and Transit Plaza project in an amount not to exceed \$120,250

*Teresa Quezada
3/1/2025*

This resolution authorizes the Mayor to negotiate and execute a professional services agreement for project support for the Dilley, Delake and Transit Plaza project for an amount not to exceed \$120,250 with Huitt Zollars. As the Town Engineer. Huitt Zollars provides engineering support to the Town's staff and consultants throughout project design and construction. The agreement is based on a time and materials contract and only the actual hours spent on the project will be charged to the City.

Funding for this agreement is part of the 2023 Certificates of Obligation program of work and is included in the project budget.

Staff recommends approval.

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.

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 (Dilley, Delake and Transit Center Plaza) in an amount not to exceed \$120,250.00

PASSED AND APPROVED THE ____ day of March 2025.

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

Memorandum

To: Art Rubio, AICP, CNU-A
Chief Planner
Town of Horizon City

From: Floyd Johnson, PE
Huitt-Zollars, Inc.

Subject: Dilley, Delake and Transit Center Plaza – Design and Construction Support Services

Date: February 25, 2025

Huitt-Zollars is submitting our fee proposal for the Town’s consideration for both the Dilley, Delake and Transit Plaza Design and Construction Support Services.

Scope of Services

Design Support Services (18 Months)

- Project Management
- Coordinate with Consultant (Gannett Fleming Engineering) to provide information for project
- Coordinate with TxDOT
- Review Submittals and Prepare Comments
 - Review 30% Submittal
 - Review 60% Submittal
 - Review 90% Submittal
 - Review 100% Submittal
- Attend Monthly Progress Meetings with Consultant/Town/TxDOT (18 meetings @ 1.0 hour per meeting)
- Attend TxDOT DDRs and Safety Review Meetings (3 Design meetings; 1 Safety Review Meeting @ 1.5 hours per meeting)
- Coordinate and Meet with Stakeholder (HRMUD, etc.) with the Town (Up to 6 meetings @ 2 hours per meeting)
- Attend review meetings with TxDOT/Consultant during design. (Up to 4 meetings at 1 hours per meeting)

Construction Support Services (18 Months Est.)

- Project Management
- Attend Pre-Construction Meeting
- Attend Construction Progress Mgt (Virtual Mgt.) (Bi weekly)
- Provide support to Town on RFIs and other Construction issues
 - Coordinate with Subject matter experts regarding to assist in resolving RFIs and other construction issues
- Make Periodic Site Visits (Monthly) to monitor Construction



- Site Visits for Field Meetings to discuss Construction Issues

- Attend Substantial Completion Walk Through
- Attend Final Completion Walk Through
- Review Closeout Documents for Completeness

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 **\$67,205** for Design Support Services (**Hourly**) and **\$53,045** Construction Support Services (**Hourly**). For a project total of **\$120,250**. Detailed breakdowns of the fees are enclosed for your review.

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

**Town of Horizon City
Dilley, Delake and Transit Center Design and
Construction Support Services
HUITT-ZOLLARS, INC.**

Task	HZ
A. Design Review Services	\$67,205.00
B. Construction Support Services	\$53,045.00
Sub Totals	\$120,250.00

EXHIBIT A
Town of Horizon City
Design Review Services for Diley-Delake-Transit Plaza
HUITT-ZOLLARS, INC.

Man Hour Estimate

25-Feb-25

	Principal	Proj. Mgr.	EIT	Sr. Admin. Ass't.	Totals
	\$285.00	\$240.00	\$140.00	\$120.00	
Task					
Project Management	2	60		4	66
Coordinate with Consultant to provide information for project		48			48
Coordinate with TxDOT		48			48
Review Submittals and Prepare Comments					
Review 30% Submittal		4	16	2	22
Review 60% Submittal		4	24	2	30
Review 90% Submittal		4	24	2	30
Review 100% Submittal		4	24	2	30
Attend Monthly Progress Meetings with Consultant/Town/TxDOT (18 meeting @ 1.0 hour per meeting)		18			18
Attend TxDOT DDRs and Safety Review Meeting (3 Design meetings; 1 Safety Review Meeting @ 1.5 hours per meeting)		6			6
Coordinate and Meet with Stakeholders (HRMUD, etc.) with the Town. (Up to 6 meetings @ 2 hours per meeting)		12			12
Attend review meetings with TxDOT/Consultant during design. (Up to 4 meetings at 1 hour per meeting)		4	4		8
					0
Subtotals	2	212	92	12	318
	\$ 570	\$ 50,880	\$ 12,880	\$ 1,440	\$ 65,770

Direct Expenses

Mileage (2050 miles @ \$0.70/mile)

\$ 1,435

Total \$ 67,205

**Town of Horizon City
Diley-Delake-Transiot Plaza--Construction Support
HUITT-ZOLLARS, INC.**

Man Hour Estimate

25-Feb-25

Task	Principal	Proj. Mgr/ Civil Eng.	Engineer Intern	Admin. Ass't.	Totals
	\$285.00	\$240.00	\$140.00	\$120.00	
Project Management	2	45		4	51
Attend Pre-Construction Meeting		2			2
Attend Construction Progress Mgt (Virtual Mgt.) (Bi weekly)		30	24		54
Provide support to Town on RFIs and other Construction Issues		20	24		44
Make Periodic Site Visits (Monthly) to monitor Construction		30			30
Site Visits for Field Meetings to discuss Construction Issues		12			12
Review Change Orders and Plan Revisions and provide input		20	12		32
Attend Substantial Completion Walk Through		4			4
Attend Final Completion Walk Through		4			4
Review Closeout Documents for Completeness		4	8		12
Subtotals	2	171	68	4	245
	\$570.00	\$41,040.00	\$9,520.00	\$480.00	\$ 51,610

Direct Expenses

Mileage (2050 miles @ \$0.70/mile)

\$ 1,435

Total \$ 53,045

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**ENGINEERING SERVICES AGREEMENT
FOR PROFESSIONAL SERVICES
(Dilley, Delake and Transit Center Plaza
Design and Construction 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 Dilley, Delake and Transit Center Plaza - Design and Construction Support Services;

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 Dilley, Delake and Transit Center Plaza – Design and Construction Support Services.

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, Dilley, Delake and Transit Center Plaza - Design and Construction Support Services; 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 Interim Director of Planning, 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 Interim Director of Planning as the City's representative with respect to the professional services to be provided by the Engineer pursuant to this Agreement. The Interim Director of Planning 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 Interim Director of Planning 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 ONE HUNDRED TWENTY THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS

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 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 Interim Director of Planning. 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 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.

IF THIS AGREEMENT IS A CONTRACT FOR ENGINEERING OR ARCHITECTURAL SERVICES, THEN CONSULTANT’S INDEMNITY AND DEFENSE OBLIGATIONS UNDER THIS ARTICLE 5.2 ARE LIMITED BY, AND TO BE READ AS COMPLYING WITH, SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE AND TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 130.002(C) (c).

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 photocopying (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

6.12 CONFLICTING PROVISIONS - ATTACHMENTS. Any provision contained in any Attachments to this Agreement or the Initial Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

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

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:

By: _____
Sylvia Borunda Firth
City Attorney

APPROVED AS TO CONTENT:

By: _____
Eduardo Garcia
Interim Planning Director

DRAFT

**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

Attachment “B” Engineer's Fee Proposal and Unit/Hourly Rates

Attachment “C” Insurance Certificates



TOWN OF HORIZON CITY
MEMORANDUM

Date: March 1, 2025

To: Honorable Mayor and Members of City Council

From: Teresa Quezada, CIP Manager

SUBJECT: Discussion and Action: On a resolution authorizing the Mayor to sign the Advance Funding Agreement for a Surface Transportation Program (STP) off-system project, Delake Street Construction (CSJ # 0924-06-691) by and between the Town of Horizon City, Texas, and the State of Texas, acting by and through the Texas Department of Transportation.

This resolution authorizes the Mayor to sign the Advance Funding Agreement (AFA) with TXDOT so that TXDOT can become an active participant in the design of Delake Street, one of the roadways to be designed with HUD funds as part of the Transit Oriented Development. Delake is the only street eligible for federal funding, so it is the only listed in the scope of work for this AFA.

Although transportation funds are not programmed for the design of the overarching project, Delake is programmed for federal construction funding. Having TXDOT participate in the design phase is necessary, so the project is coordinated with TXDOT throughout the life of the project.

The City will be responsible for **funding \$4,533.92, TXDOT's indirect costs** associated with the design phase. Funding for this agreement is part of the 2023 Certificates of Obligation program of work.

Staff recommends approval.

RESOLUTION

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

That the Mayor be authorized to sign the Advance Funding Agreement For A Surface Transporatation Program (STP) off-system project, Delake Street Construction (CSJ # 0924-06-691) by and between the Town of Horizon City, Texas, and the State of Texas, acting by and through the Texas Department of Transportation. The Town of Horizon City shall be responsible for 100% of the engineering and design costs in the amount of \$1,754,532.92 and \$4,533,92 payable to the State of Texas for indirect costs

PASSED AND APPROVED THE ____ day of March 2025.

Town of Horizon City

**By: _____
Andres Renteria, Mayor**

ATTEST:

APPROVED AS TO FORM

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

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

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-691	AFA ID	Z00005065	CFDA No.	20.205
AFA CSJs	0924-06-691			CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	19745		
Project Name	Delake Street Construction			<i>AFA Not Used For Research & Development</i>	

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For
Surface Transportation Program (STP)
Off-System**

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

WITNESSETH

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

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

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

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

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116752** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **rehabilitation of existing road**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Texas Transportation Commission has not authorized funding for the construction of the highway improvement or other transportation project and the project is not currently listed and approved for construction in the Unified Transportation Program (UTP) or Statewide Transportation Improvement Program (STIP). This Agreement does not represent a commitment to future project funding for any project elements, including construction, not specifically outlined in the Agreement. Costs not specifically identified as reimbursable under this Agreement will not be requested or reimbursed.

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-691	AFA ID	Z00005065	CFDA No.	20.205
AFA CSJs	0924-06-691			CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	19745		
Project Name	Delake Street Construction			<i>AFA Not Used For Research & Development</i>	

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

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

AGREEMENT

1. Responsible Parties:

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

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

An asterisk next to the party responsible for specific work in the above table indicates that the associated specific work is not anticipated as part of the Project and is therefore not included in the budget; however, the party indicated will be responsible for that specific work if that work is not the subject of another agreement and the State determines that the specific work has become necessary to successful completion of the Project.

2. Period of the Agreement

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

3. Scope of Work

The scope of work for the Project consists of construction of a two lane roadway with enhanced pedestrian facilities, bike lanes, and illumination to provide access to the Horizon City Transit Oriented Town Center. Limits from Darrington Road to Rodman Street.

4. Project Sources and Uses of Funds

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

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-691	AFA ID	Z00005065	CFDA No.	20.205
AFA CSJs	0924-06-691			CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	19745		
Project Name	Delake Street Construction			<i>AFA Not Used For Research & Development</i>	

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled “Local Government Project Procedures and Qualification for the Texas Department of Transportation” and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.
- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-691	AFA ID	Z00005065	CFDA No.	20.205
AFA CSJs	0924-06-691			CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	19745		
Project Name	Delake Street Construction			<i>AFA Not Used For Research & Development</i>	

- F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State’s written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government’s requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government’s funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State’s estimated construction oversight and construction cost.
- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the “Texas Department of Transportation” or may use the State’s Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT’s Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- L. The State will not pay interest on any funds provided by the Local Government.
- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-691	AFA ID	Z00005065	CFDA No.	20.205
AFA CSJs	0924-06-691			CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	19745		
Project Name	Delake Street Construction			<i>AFA Not Used For Research & Development</i>	

- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

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

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

6. Amendments

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

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-691	AFA ID	Z00005065	CFDA No.	20.205
AFA CSJs	0924-06-691			CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	19745		
Project Name	Delake Street Construction			<i>AFA Not Used For Research & Development</i>	

7. Remedies

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

8. Utilities

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

9. Environmental Assessment and Mitigation

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

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

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

10. Compliance with Accessibility Standards

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

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-691	AFA ID	Z00005065	CFDA No.	20.205
AFA CSJs	0924-06-691			CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	19745		
Project Name	Delake Street Construction			<i>AFA Not Used For Research & Development</i>	

engineering plans shall be developed in accordance with the applicable State’s *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

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

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

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-691	AFA ID	Z00005065	CFDA No.	20.205
AFA CSJs	0924-06-691			CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	19745		
Project Name	Delake Street Construction			<i>AFA Not Used For Research & Development</i>	

be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

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

14. Right of Way and Real Property

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

The Local Government shall be responsible for the following:

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

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-691	AFA ID	Z00005065	CFDA No.	20.205
AFA CSJs	0924-06-691			CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	19745		
Project Name	Delake Street Construction			<i>AFA Not Used For Research & Development</i>	

Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.

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

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-691	AFA ID	Z00005065	CFDA No.	20.205
AFA CSJs	0924-06-691			CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	19745		
Project Name	Delake Street Construction			<i>AFA Not Used For Research & Development</i>	

of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

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

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

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

17. Legal Construction

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

18. Responsibilities of the Parties

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

19. Ownership of Documents

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

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-691	AFA ID	Z00005065	CFDA No.	20.205
AFA CSJs	0924-06-691			CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	19745		
Project Name	Delake Street Construction			<i>AFA Not Used For Research & Development</i>	

administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

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

22. Cost Principles

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

23. Procurement and Property Management Standards

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

24. Inspection of Books and Records

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

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

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

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-691	AFA ID	Z00005065	CFDA No.	20.205
AFA CSJs	0924-06-691			CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	19745		
Project Name	Delake Street Construction			AFA Not Used For Research & Development	

covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

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

26. Pertinent Non-Discrimination Authorities

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

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

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-691	AFA ID	Z00005065	CFDA No.	20.205
AFA CSJs	0924-06-691			CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	19745		
Project Name	Delake Street Construction			<i>AFA Not Used For Research & Development</i>	

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

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

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State’s federally approved DBE program.

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-691	AFA ID	Z00005065	CFDA No.	20.205
AFA CSJs	0924-06-691			CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	19745		
Project Name	Delake Street Construction			<i>AFA Not Used For Research & Development</i>	

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

28. Debarment Certifications

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

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-691	AFA ID	Z00005065	CFDA No.	20.205
AFA CSJs	0924-06-691			CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	19745		
Project Name	Delake Street Construction			<i>AFA Not Used For Research & Development</i>	

Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

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

29. Lobbying Certification

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

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

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 - 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-691	AFA ID	Z00005065	CFDA No.	20.205
AFA CSJs	0924-06-691			CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	19745		
Project Name	Delake Street Construction			<i>AFA Not Used For Research & Development</i>	

provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is:

<https://www.sam.gov/portal/public/SAM/>

2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

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

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-691	AFA ID	Z00005065	CFDA No.	20.205
AFA CSJs	0924-06-691			CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	19745		
Project Name	Delake Street Construction			<i>AFA Not Used For Research & Development</i>	

32. Signatory Warranty

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

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

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Typed or Printed Title

Date

Signature

Typed or Printed Name

City Mayor _____
Typed or Printed Title

Date

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-691	AFA ID	Z00005065	CFDA No.	20.205
AFA CSJs	0924-06-691			CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	19745		
Project Name	Delake Street Construction			<i>AFA Not Used For Research & Development</i>	

**ATTACHMENT A
LOCATION MAP SHOWING PROJECT**



TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06 -691	AFA ID	Z000005065	CFDA No.	20.205
AFA CSJs	0924-06-691			CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	19745		
Project Name	Delake Street Construction			AFA Not Used For Research & Development	

ATTACHMENT B PROJECT BUDGET

Engineering and environmental costs will be allocated based on 100% Local Government funding.
The Local Government will then be responsible for 100% of the costs and overruns.

Description	Total Estimated Cost	Federal Participation		State Participation			Local Participation		
		%	Cost	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.
Engineering (by Local Government)	\$1,664,999.00	0%	\$0	0%	0%	\$ 0	100%	0%	\$1,664,999.00
Environmental (by Local Government)	\$85,000.00	0%	\$0	0%	%	\$ 0	100%	0%	\$85,000.00
Subtotal	\$1,749,999.00		\$0			\$0			\$1,749,999.00
Environmental Direct State Costs	\$ 1,575.00	0%	\$0	0%	0%	\$0	100%	0%	\$ 1,575.00
Right of Way Direct State Costs	\$ 525.00	0%	\$0	0%	0%	\$0	100%	0%	\$ 525.00
Engineering Direct State Costs	\$ 1,838.00	0%	\$0	0%	0%	\$0	100%	0%	\$ 1,838.00
Utility Direct State Costs	\$ 525.00	0%	\$0	0%	0%	\$0	100%	0%	\$ 525.00
Construction Direct State Costs	\$ 788.00	80%	\$ 630.40	0%	11%	\$ 86.68	20%	9%	\$ 70.92
Indirect State Costs (5.29%)	\$ 92,574.95	0%	\$0	100%	0%	\$ 92,574.95	0%	0%	\$ 0
TOTAL	\$1,847,824.95		\$630.40			\$92,661.63			\$1,754,532.92

Initial payment by the Local Government to the State: \$ 4,463.00
Payment by the Local Government to the State before construction: \$70.92
Total payment by the Local Government to the State: \$ 4,533.92
The final amount of Local Government participation will be based on actual costs.



TOWN OF HORIZON CITY
MEMORANDUM

Date: March 1, 2025

To: Honorable Mayor and Members of City Council

From: Teresa Quezada, CIP Manager

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 the Rodman Shared Use Path (SUP) project in an amount not to exceed \$93,550.00

T. Quezada
3/1/25

This resolution authorizes the Mayor to negotiate and execute a professional services agreement for project support for the Rodman Shared Use Path (SUP) project for an amount not to exceed \$93,550 with Huitt Zollars. As the Town Engineer. Huitt Zollars provides engineering support to the Town's staff and consultants throughout project design and construction. The agreement is based on a time and materials contract and only the actual hours spent on the project will be charged to the City.

Funding for this agreement is part of the 2023 Certificates of Obligation program of work and is included in the project budget.

Staff recommends approval.

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.

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 (Rodman Shared Use Path (SUP) - Support Services) in an amount not to exceed \$93,550.00

PASSED AND APPROVED THE ____ day of March 2025.

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

Memorandum

To: Art Rubio, AICP, CNU-A
Chief Planner
Town of Horizon City

From: Floyd Johnson, PE
Huitt-Zollars, Inc.

Subject: Rodman SUP – Design and Construction Support Services

Date: February 25, 2025

Huitt-Zollars is submitting our fee proposal for the Town’s consideration for the Rodman Shared Use Path (SUP) — Design and Construction Support Services.

Scope of Services

Design Support Services (9 Months)

- Project Management
- Coordinate with Consultant (Conzor Engineers) to provide information for project
- Coordinate with TxDOT
- Review Submittals and Prepare Comments
 - Review 30% Submittal
 - Review 60% Submittal
 - Review 90% Submittal
 - Review 100% Submittal
- Attend Monthly Progress Meetings with Consultant/Town/TxDOT (9 meetings @ 1.0 hour per meeting)
- Attend TxDOT DDRs and Safety Review Meetings (3 Design meetings; 1 Safety Review Meeting @ 1.5 hour per meeting)
- Coordinate and Meet with Stakeholders (HRMUD, etc.) with the Town (Up to 6 meetings @ 2 hours per meeting)
- Attend review meetings with TxDOT/Consultant during design. (Up to 6 meeting at 1 hours per meeting)

Construction Support Services (1 Year)

- Project Management
- Attend Pre-Construction Meeting
- Attend Construction Progress Mgt (Virtual Mgt.) (Bi-weekly)
- Provide support to Town on RFIs and other construction issues
 - Coordinate with subject matter experts regarding assistance in resolving RFIs and other construction issues
- Make Periodic Site Visits (Monthly) to monitor Construction



- Site Visits for Field Meetings to discuss Construction Issues

- Attend Substantial Completion Walk Through
- Attend Final Completion Walk Through
- Review Closeout Documents for Completeness

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 **\$43,530** for Design Support Services (**Hourly**) and **\$50,020** for Construction Support Services (**Hourly**). For a project total of **\$93,550 (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.

Town of Horizon City
Rodman Design and Construction Support
Services
HUITT-ZOLLARS, INC.

Task	HZ
A. Design Review Services	\$43,530.00
B. Construction Support Services	\$50,020.00
Total	\$93,550.00

EXHIBIT A
Town of Horizon City
Design Review Services for Rodman SUP
HUITT-ZOLLARS, INC.

Man Hour Estimate

25-Feb-25

	Principal	Proj. Mgr.	EIT	Admin. Ass't.	Totals
	\$285.00	\$210.00	\$120.00	\$120.00	
Task					
Project Management	2	32		4	38
Coordinate with Consultant to provide information for project		32			32
Coordinate with TxDOT		32			32
Review Submittals and Prepare Comments					
Review 30% Submittal		4	16	2	22
Review 60% Submittal		4	24	2	30
Review 90% Submittal		4	24	2	30
Review 100% Submittal		4	24	2	30
Attend Monthly Progress Meetings with Consultant/Town/TxDOT (9 meeting @ 1.0 hours per meeting)		9			9
Attend TxDOT DDRs and Safety Review Meeting (3 Design meetings; 1 Safety Review Meeting @ 1.5 hours per meeting)		6			6
Coordinate and Meet with Stakeholders (HRMUD, etc.) with the Town. (Up to 6 meetings @ 1 hours per meeting)		6			6
Attend review meetings with TxDOT/Consultant during design. (Up to 6 meeting at 1 hours per meeting)		6	6		12
					0
Subtotals	2	139	94	12	247
	\$ 570	\$ 29,190	\$ 11,280	\$ 1,440	\$ 42,480

Direct Expenses

Mileage (1500 miles @ \$0.70/mile)

\$ 1,050

Total \$ 43,530

**Town of Horizon City
Rodman SUP--Construction Support
HUITT-ZOLLARS, INC.**

Man Hour Estimate

25-Feb-25

Task	Principal	Proj. Mgr/ Civil Eng	Engineer Intern	Admin. Ass't.	Totals
	\$285.00	\$240.00	\$140.00	\$120.00	
Project Management	2	30		4	36
Attend Pre-Construction Meeting Mgt.) (Bi weekly)		3			3
Provide support to Town on RFIs and other Construction Issues		30	24		54
Make Periodic Site Visits (Monthly) to monitor Construction		30	12		42
Site Visits for Field Meetings to discuss Construction Issues		20			20
Review Change Orders and Plan Revisions and provide input		20	12		32
Attend Substantial Completion Walk Through		6			6
Attend Final Completion Walk Through		4			4
Review Closeout Documents for Completeness		4	8		12
Subtotals	2	167	56	4	229
	\$570.00	\$40,080.00	\$7,840.00	\$480.00	\$ 48,970

Direct Expenses

Mileage (1500 miles @ \$0.70/mile)

\$ 1,050

Total \$ 50,020

THE STATE OF TEXAS) ENGINEERING SERVICES AGREEMENT
) FOR PROFESSIONAL SERVICES
COUNTY OF EL PASO) (Rodman Shared Use Path (SUP)
)

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 Rodman Shared Use Path (SUP);

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 Interim Director of Planning, 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 Interim Director of Planning as the City's representative with respect to the professional services to be provided by the Engineer pursuant to this Agreement. The Interim Director of Planning 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 Interim Director of Planning 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 NINETY-THREE THOUSAND FIVE HUNDRED FIFTY DOLLARS (\$93,550.00)

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 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 Interim Director of Planning. 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 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.

IF THIS AGREEMENT IS A CONTRACT FOR ENGINEERING OR ARCHITECTURAL SERVICES, THEN CONSULTANT'S INDEMNITY AND DEFENSE OBLIGATIONS UNDER THIS ARTICLE 5.2 ARE LIMITED BY, AND TO BE READ AS COMPLYING WITH, SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE AND TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 130.002(C) (c).

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

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

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

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:

By: _____

Sylvia Borunda Firth

City Attorney

APPROVED AS TO CONTENT:

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:

ATTACHMENT "A"
Scope of Services and Budget

DRAFT

ATTACHMENT "B"
Schedule

DRAFT

ATTACHMENT "C"
INSURANCE CERTIFICATES

DRAFT

PLAT NOTES AND RESTRICTIONS:

- THIS IS TO CERTIFY THAT WATER AND SEWER SERVICES WILL BE PROVIDED TO DESERT BREEZE UNIT THREE BY HORIZON REGIONAL M.U.D. 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 LOCATED ON RIFTON COURT AND HORIZON BOULEVARD AND WILL BE CONSTRUCTED TO SERVE THIS SUBDIVISION WITHIN TWO (2) YEARS OF DATE OF THE FILING OF THIS PLAT.
- BUILDINGS SHALL BE SET BACK AS FOLLOWS: FRONT LOT SETBACK A MINIMUM OF 20 FEET, SIDE LOT SETBACK A MINIMUM OF 5 FEET, SIDE LOT ABUTTING STREET (ROAD) A MINIMUM OF 10 FEET, AND BACK LOT SETBACK A MINIMUM BE 20 FEET. THESE SETBACKS DISTANCES SHALL NOT CONFLICT WITH SEPARATION OR SETBACK DISTANCES REQUIRED BY RULES GOVERNING PUBLIC UTILITIES, ON-SITE SEWAGE FACILITIES, OR DRINKING WATER SUPPLIES.
- THIS SYMBOL REPRESENTS ALL PROPOSED STREET MONUMENT LOCATIONS.
- PROPERTY CORNERS WILL BE SET UPON COMPLETION OF CONSTRUCTION OF ROADWAYS AND UTILITIES.
- SET 1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED TX 5572, UNLESS OTHERWISE NOTED, AT ALL EXTERIOR BOUNDARY CORNERS UNLESS OTHERWISE NOTED.
- NO MORE THAN ONE SINGLE-FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT.
- BUILDER SHALL CONSTRUCT A 5 (FIVE) FOOT WIDE CONCRETE SIDEWALK AS PART OF THE CONSTRUCTION OF IMPROVEMENTS. THE SIDEWALKS ARE LOCATED ALONG FRONT, REAR AND SIDES OF EACH LOT WHERE THE LOT ABUTS A PUBLIC ROAD. RIFTON COURT AND ANDREPOINT STREET SHALL BE CONSTRUCTED BY THE DEVELOPER.
- BUILDER SHALL CONSTRUCT CONCRETE DRIVEWAYS BETWEEN THE ROAD CURB AND THE PROPERTY LINE AS PART OF THE CONSTRUCTION OF IMPROVEMENTS.
- THIS PROPERTY LIES IN ZONE X, AS DESIGNATED BY F.E.M.A.: COUNTY OF EL PASO, COMMUNITY PANEL #480 212 0250 B, DATED SEPTEMBER 4, 1991. CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTION 4001 THROUGH 4127).
- LOT OWNERS SHALL BE RESPONSIBLE FOR MAINTAINING THE SIDEWALKS, DRIVEWAYS, AND PARKWAYS ABUTTING THEIR PROPERTY.
- THE STORM WATER RUNOFF FROM DESERT BREEZE UNIT THREE WILL BE CONVEYED INTO THE ON-SITE RETENTION BASIN. LOT 25, BLOCK 3, ARE DESIGNATED AS PONDING AREA AND RETENTION PONDS. NO DWELLING/OCCUPANCY SHALL BE PERMITTED ON LOTS. THESE LOTS SHALL BE DEEDED TO AND MAINTAINED BY TOWN OF HORIZON CITY.
- IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE 232.025(6), IT IS HEREBY EXPRESSED THAT ALL PURCHASE CONTRACTS MADE BETWEEN A PURCHASER OF LAND IN THIS SUBDIVISION WILL CONTAIN A STATEMENT DESCRIBING WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THIS SUBDIVISION.
- VEHICULAR ACCESS TO LOTS ABUTTING HORIZON BOULEVARD (FM1281), RIFTON COURT AND ANDERPOINT STREET SHALL BE FROM OTHER DEDICATED STREETS ONLY. THE INSTRUMENT ASSURING RELEASE OF ACCESS IS FILED IN THE EL PASO COUNTY CLERK'S OFFICE. INSTRUMENT NO. _____ BOOK _____ PAGE _____ DATE _____
- TAX CERTIFICATE(S) FOR DESERT BREEZE UNIT THREE ARE FILED IN THE EL PASO COUNTY CLERK'S OFFICE. INSTRUMENT NO. _____ BOOK _____ PAGE _____ DATE _____
- RESTRICTIVE COVENANTS FOR DESERT BREEZE UNIT THREE ARE FILED IN THE EL PASO COUNTY CLERK'S OFFICE. INSTRUMENT NO. _____ BOOK _____ PAGE _____ DATE _____

BENCHMARK NOTES:

- BEARINGS, DISTANCES, AND COORDINATES SHOWN ARE BASED ON GPS OBSERVATIONS USING GRID, NAD 83, TEXAS CENTRAL ZONE.
- FOUND CITY MONUMENT LOCATED AT THE HEEL OF SUN VIEW DRIVE IN FRONT OF LOTS 9 AND 10, BLOCK 1, DESERT BREEZE UNIT ONE. HAVING A STATE PLANE COORDINATE VALUE: N:10,624,315.26', E:483,009.46' ELEVATION = 4022.19' (GRAPHICALLY DEPICTED ON PLAT)

PARCEL DESIGNATION	SQUARE FOOTAGE	ACRES
RESIDENTIAL	411,002.86 SQ.FT.	9.43 AC.
POND	62,589.00 SQ.FT.	1.44 AC.
RIGHT-OF-WAY	104,521.14 SQ.FT.	2.40 AC.
TOTAL	578,113.00 SQ.FT.	13.27 AC.

STREET NAME	LINEAR FEET
CRYSTAL BREEZE WAY	889.33 FT.
CACTUS PARK WAY	322.65 FT.
CACTUS BREEZE WAY	702.75 FT.

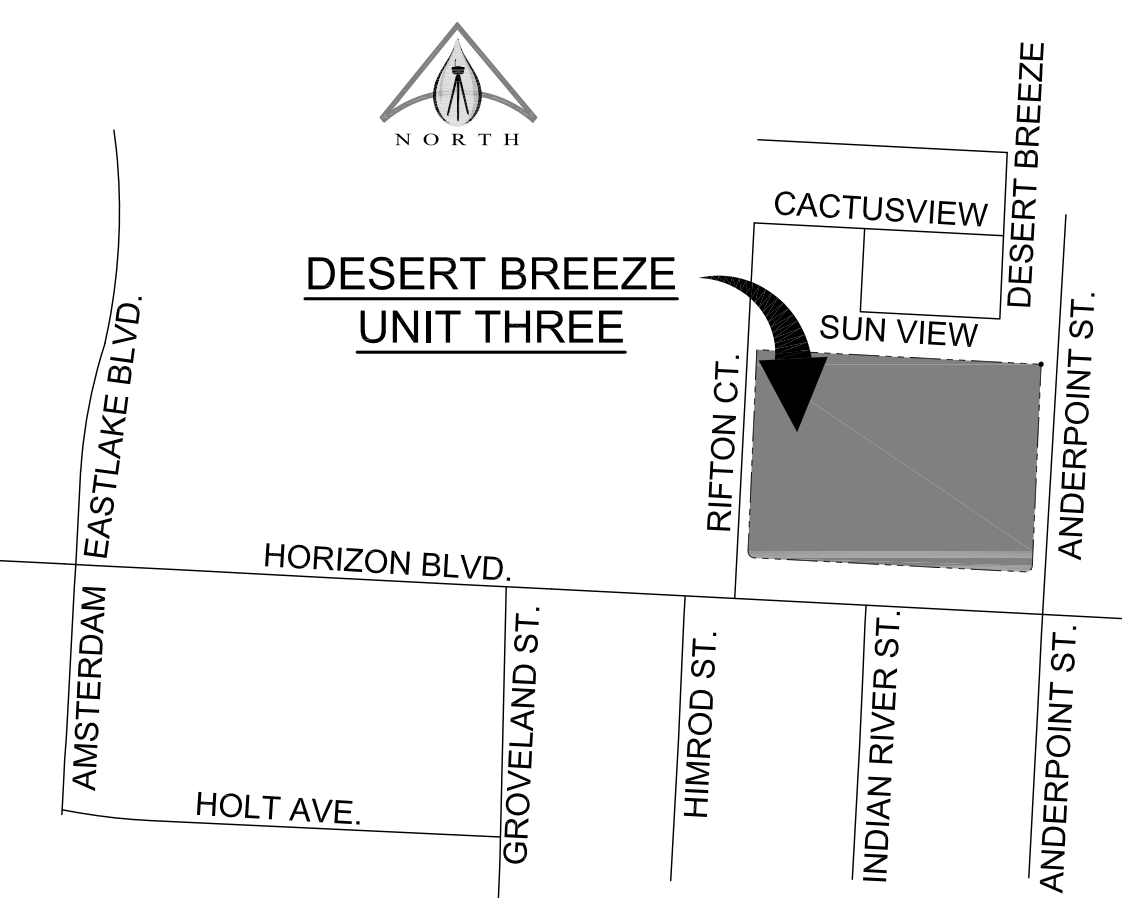
LOT COUNT

RESIDENTIAL = 65
 BLOCK 13, LOT 1-17
 BLOCK 14, LOT 1-20
 BLOCK 15, LOT 1-28
 POND = 1
 BLOCK 15, LOT 29
TOTAL = 66

LEGEND

- PROPOSED CITY MONUMENT
- SET 1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED TX 5572, UNLESS OTHERWISE NOTED
- BOUNDARY LINE
- PROPERTY LINE
- CENTERLINE
- U.S. POSTAL SERVICE COLLECTION BOX

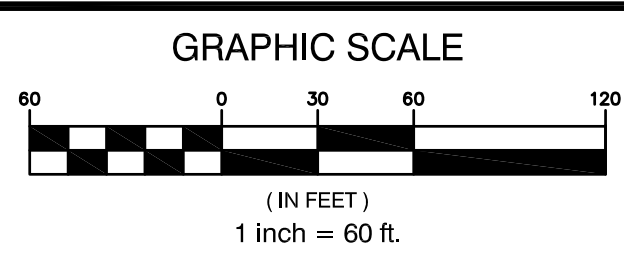
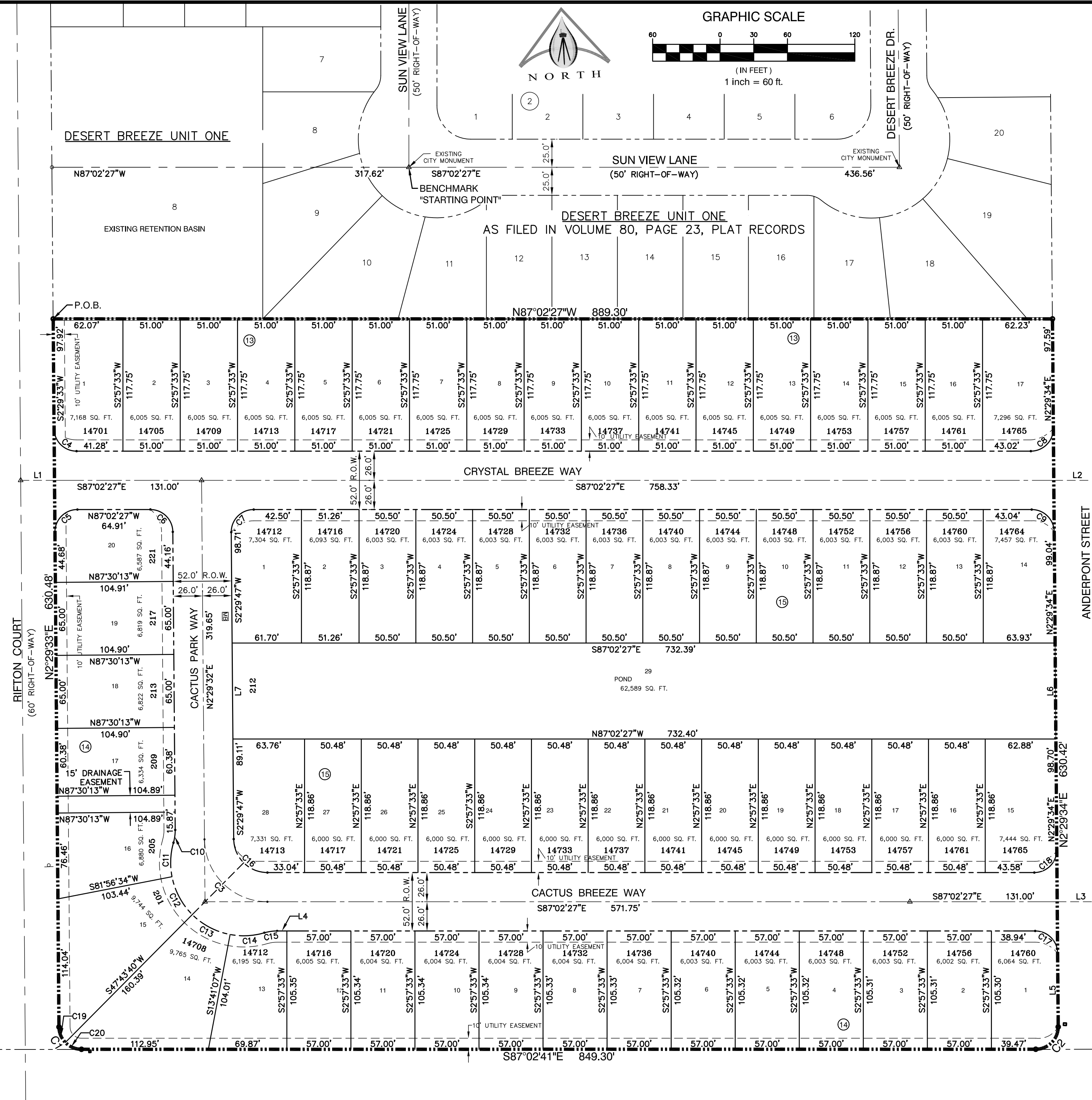
LOCATION MAP SCALE: 1"=600'



SCHOOL DISTRICT
 CLINT INDEPENDENT SCHOOL DISTRICT
 14521 HORIZON BOULEVARD,
 EL PASO, TEXAS 79928
 915-926-4000

This document, whether in hard copy or machine readable format, is owned by H2-Terra and an instrument of services in respect to the project for which it was prepared. This document is not intended or authorized for reuse by any party on extensions of such project or any other project. Any reuse, including copying and/or modifying the document, without written permission from H2-Terra, for the specific purpose intended may be a violation of law. Unauthorized use of this material may result in civil and/or criminal penalties.

NORTHEAST SERVICE AREA IMPACT FEES			
METER SIZE	METER CAPACITY RATIO	WATER	WASTEWATER
LESS THAN 1 INCH	1	\$1,178.00	\$291.00
1 INCH	1.67	\$1,967.00	\$486.00



DESERT BREEZE UNIT THREE

BEING A PORTION OF SECTION 32, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS, TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS. CONTAINING IN ALL 578,113 SQUARE FEET OR 13.27 ACRES OF LAND MORE OR LESS

OWNER'S DEDICATION, CERTIFICATION

STATE OF TEXAS
 COUNTY OF EL PASO

HUNT COMMUNITIES GP LLC, OWNER(S) OF THE 13.272 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED DESERT BREEZE UNIT THREE, HEREBY SUBDIVIDE THE LAND DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO THE USE OF THE PUBLIC THE STREET RIGHT-OF-WAYS, PONDS, AND UTILITY EASEMENTS AS HEREON LAID DOWN AND DESIGNATED, INCLUDING EASEMENTS FOR OVERHANG OF SERVICE WIRES FOR POLE TYPE UTILITIES, AND BURIED SERVICE WIRES CONDUITS AND PIPES FOR UNDERGROUND UTILITIES AND THE RIGHT TO INGRESS AND EGRESS FOR SERVICE AND CONSTRUCTION AND THE RIGHT TO TRIM INTERFERING TREES AND SHRUBS. SPECIFIC IMPROVEMENTS TO BE DEDICATED TO THE TOWN OF HORIZON CITY, TEXAS ARE THE STREET RIGHT-OF-WAYS. SPECIFIC

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET THE MINIMUM STATE STANDARDS;
 (B) SEWER CONNECTIONS TO THE LOTS MEET THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
 (C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET THE MINIMUM STATE STANDARDS; AND
 (D) GAS CONNECTION, IF AVAILABLE, PROVIDED TO THE LOTS MEET THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

HUNT PEYTON ESTATES, LLC
 BY: HUNT COMMUNITIES DEVELOPMENT CO., LLC, ITS SOLE MEMBER

ACKNOWLEDGEMENT

THE STATE OF TEXAS
 COUNTY OF EL PASO

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 2025 BY JOSE LARES AS, VICE PRESIDENT OF HUNT COMMUNITIES GP LLC, A TEXAS LIMITED LIABILITY COMPANY IN ITS CAPACITY AS SOLE MEMBER OF HUNT COMMUNITIES GP, LLC, A TEXAS LIMITED LIABILITY COMPANY WHO STATED THAT (S)HE EXECUTED SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

NOTARY PUBLIC IN AND FOR EL PASO COUNTY, TEXAS

MY COMMISSION EXPIRES _____

TOWN OF HORIZON CITY PLANNING AND ZONING COMMISSION

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 _____, 2025 A.D.

CITY COUNCIL FOR TOWN OF HORIZON CITY

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 _____, 2025 A.D.

ACCEPTED AND ADAPTED BY THE CITY COUNCIL OF THE TOWN OF HORIZON CITY THIS _____ DAY OF _____, 2025 A.D.

ELVA SCHULLER, CITY CLERK
 ANDRES RENTERIA, MAYOR

ISABEL VASQUEZ, P.E.
 HUITT-ZOLLARS, INC, TOWN ENGINEER

APPROVED FOR FILING THIS _____ DAY OF _____, 2025 A.D.

COUNTY CLERK'S RECORDING CERTIFICATE

I, _____, COUNTY CLERK OF EL PASO COUNTY, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED AND RECORDED UNDER THE INSTRUMENT NO. _____

COUNTY CLERK _____ DATE _____

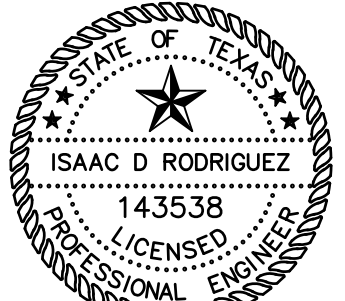
BY: DEPUTY _____ DATE _____

I HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND IS IN COMPLIANCE WITH THE CURRENT TEXAS BOARD OF PROFESSIONAL LAND SURVEYING, PROFESSIONAL AND TECHNICAL STANDARDS, REGISTERED PUBLIC LAND SURVEYOR NO. 2449



CHARLES HENRY GUTIERREZ, R.P.L.S. 5572
 FIRM REGISTRATION / LICENSE NO. 10060700

PREPARED BY AND UNDER THE SUPERVISION OF ISAAC RODRIGUEZ, REGISTERED PROFESSIONAL ENGINEER NO. 143538



ISAAC D. RODRIGUEZ, P.E.
 TEXAS REGISTERED ENGINEERING FIRM F-2103

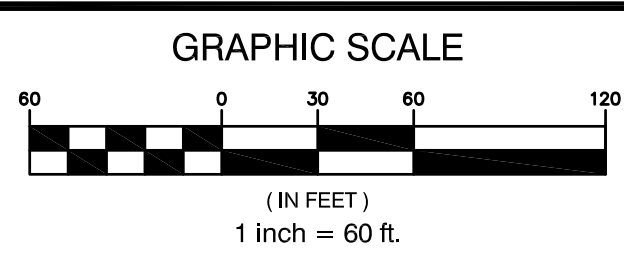
PRINCIPAL CONTACTS:					
NAME	ADDRESS	CITY & ZIP	PHONE	FAX	
OWNER:	JOSE L. LARES JR. P.E., HUNT COMMUNITIES	601 N. MESA, SUITE 1900	EL PASO, TEXAS 79901	915-298-0418	-
DEVELOPER:	JOSE L. LARES JR. P.E., HUNT COMMUNITIES	601 N. MESA, SUITE 1900	EL PASO, TEXAS 79901	915-298-0418	-
ENGINEER:	ISAAC D. RODRIGUEZ, P.E., 143538	2020 E. MILLS AVE.	EL PASO, TEXAS 79901	915-533-1418	915-533-4972
SURVEYOR:	CHARLES HENRY GUTIERREZ, R.P.L.S. 5572	2020 E. MILLS AVE.	EL PASO, TEXAS 79901	915-533-1418	915-533-4972

DESERT BREEZE UNIT THREE

REVISION NUMBER	SHEET NAME OR NUMBER	DESCRIPTION OF REVISION	DATE OF REVISION	REVISION APPROVED BY

PREPARED: FEBRUARY 7, 2025 SHEET 1 OF 2





DESERT BREEZE

UNIT THREE

BEING A PORTION OF SECTION 32, BLOCK 78, TOWNSHIP 3, TEXAS
AND PACIFIC RAILROAD COMPANY SURVEYS,
TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS.
CONTAINING IN ALL 578.113 SQUARE FEET OR 13.272 ACRES OF LAND MORE OR LESS

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	20.00'	31.25'	19.84'	28.17'	S42°16'34"E	89°32'14"
C2	20.00'	31.25'	19.84'	28.17'	N48°11'12"E	89°32'14"
C3	56.00'	87.51'	55.55'	78.88'	S42°16'20"E	89°32'14"
C4	20.00'	31.25'	19.84'	28.17'	S42°16'27"E	89°32'14"
C5	20.00'	31.58'	20.16'	28.40'	S47°43'33"W	90°27'46"
C6	20.00'	31.25'	19.84'	28.17'	N42°16'20"W	89°32'14"
C7	20.00'	31.58'	20.16'	28.40'	S47°43'40"W	90°27'46"
C8	20.00'	31.58'	20.16'	28.40'	N47°43'34"E	90°27'46"
C9	20.04'	31.32'	19.88'	28.23'	N42°23'37"W	89°32'14"
C10	40.00'	11.49'	5.78'	11.45'	N10°43'20"E	16°27'05"
C11	65.00'	30.64'	15.61'	30.35'	N5°26'43"E	27°00'19"
C12	65.00'	38.82'	20.01'	38.24'	N25°09'53"W	34°12'54"
C13	65.00'	38.62'	19.90'	38.05'	N59°17'36"W	34°02'34"
C14	65.00'	30.83'	15.71'	30.54'	N89°54'13"W	27°10'39"
C15	40.00'	11.49'	5.78'	11.45'	S84°44'01"W	16°27'05"
C16	30.00'	46.88'	29.76'	42.25'	S42°16'20"E	89°32'14"
C17	20.00'	31.25'	19.84'	28.17'	N42°16'26"W	89°32'14"
C18	20.05'	31.66'	20.21'	28.47'	N47°52'18"E	90°27'46"
C19	20.02'	15.28'	8.04'	14.92'	S19°24'06"E	43°45'06"
C20	19.98'	15.97'	8.44'	15.55'	S64°10'13"E	45°47'08"

LINE TABLE		
LINE	BEARING	LENGTH
L1	S87°02'27"E	30.00'
L2	S87°02'27"E	42.50'
L3	S87°02'27"E	42.50'
L4	N87°02'27"W	8.68'
L5	N2°29'34"E	65.63'
L6	S2°29'34"W	85.46'
L7	N2°29'47"E	85.46'

METES AND BOUNDS DESCRIPTION

Description of 13.271-acre parcel of land being a portion of Section 32, Block 78, Township 3, Texas and Pacific Railroad Surveys, Horizon City, El Paso County, Texas, being more particularly described by metes and bounds as follows to wit:

Commencing at an existing City monument at the intersection of Sun View Lane (50-foot Right-of-Way, Desert Breeze Subdivision Unit One as filed on March 16, 2005 in Volume 80, Page 23, Doc. #2005002552 plat records of El Paso County, Texas) and Cactus View Lane (50-foot Right-of-Way) from which another City monument at the intersection of Sun View Lane and Desert Breeze Drive (50-foot right-of-way) bears South 87°02'27" East, a distance of 426.56 feet; Thence, North 87°02'27" West, a distance of 317.62 feet to a point on the easterly right-of-way of Rihon Street (70-foot right-of-way) Thence, South 02°29'33" West, along said right-of-way line, a distance of 135.00 feet to a nail set on a rock wall being the Point of Beginning of this description;

Thence South 87°02'27" East along the southerly boundary line of Desert Breeze Unit One as filed on March 16, 2005 in Volume 80, Page 23, Doc. #2005002552 plat records of El Paso County, Texas, a distance of 889.30 feet to a found nail on rockwall, said nail lying along the westerly right-of-way line of Anderport Street;

Thence South 02°29'34" West, along said westerly right-of-way line 630.42 feet to a found 5/8" rebar with cap busted;

Thence 31.25 feet continuing along said right-of-way line, along the arc of a curve to the right, having a radius of 20.00 feet, a central angle of 89°32'14", and a chord which bears South 48°11'12" West, a distance of 28.17 feet to a found 5/8" rebar with plastic cap "Roe Engineering" on the northerly right-of-way line of Horizon Boulevard (200-foot right-of-way);

Thence North 87°02'41" East, along said northerly right-of-way line, a distance of 849.30 feet to a found 5/8" rebar with cap stamped busted;

Thence, 31.25 feet along the arc of a curve to the right having a radius of 20.00 feet, a central angle of 89°32'14", and a chord which bears North 42°16'34" West, a distance of 28.17 feet to a found 5/8" rebar with cap busted, said rebar lying along the easterly right-of-way of Rihon Street (70-foot right-of-way);

Thence, North 02°29'33" East, a distance of 630.48 feet to the Point of Beginning and containing in all 578.099 square feet or 13.271 acres of land more or less.

V:\Hunt Communities GP LLC\031622-7 Desert Breeze Unit 3\05-CADD\03 - Plots\02_Final\FINAL_PLAT_2.10.25.DWG 02/14/25 8:17AM

This document, whether in hard copy or machine readable format, is owned by H2O-Terra and an instrument of services in respect to the project for which it was prepared. This document is not intended or authorized for reuse by any party on extensions of such project or any other project. Any reuse, including copying and/or modifying the document, without written permission from H2O-Terra, for the specific purpose intended may be a violation of law. Unauthorized use of this material may result in civil and/or criminal penalties.

H₂O Terra
ENGINEERING, SURVEYING, SOLUTIONS.
TBPE FIRM NO. F-2103 TBPLS FIRM NO. 10060700
2020 E. MILLS AVENUE El Paso, TX 79901
(915) 533-1418 FAX: (915) 533-4972

PRINCIPAL CONTACTS:					
OWNER:	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
	JOSE L. LARES, JR. P.E., HUNT COMMUNITIES	601 N. MESA, SUITE 1900	EL PASO, TEXAS 79901	915-298-0418	-
	JOSE L. LARES, JR. P.E., HUNT COMMUNITIES	601 N. MESA, SUITE 1900	EL PASO, TEXAS 79901	915-298-0418	-
	ISAAC RODRIGUEZ, P.E., #45538	2020 E. MILLS AVE	EL PASO, TEXAS 79901	915-533-1418	915-533-4972
	CHARLES HENRY GUTIERREZ, P.P.A., S. 5572	2020 E. MILLS AVE	EL PASO, TEXAS 79901	915-533-1418	915-533-4972

DESERT BREEZE UNIT THREE					
REVISION NUMBER	SHEET NAME OR NUMBER	DESCRIPTION OF REVISION	DATE OF REVISION	APPROVED BY	

PREPARED: FEBRUARY 7, 2025

SHEET 2 OF 2

DESERT BREEZE

UNIT THREE

BEING A PORTION OF SECTION 32, BLOCK 78, TOWNSHIP3, TEXAS
AND PACIFIC RAILROAD COMPANY SURVEYS,
TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS,
CONTAINING IN ALL 578,113 SQUARE FEET OR 13.27 ACRES OF LAND MORE OR LESS
OWNER'S DEDICATION, CERTIFICATION

PRELIMINARY PLAT

PLAT NOTES AND RESTRICTIONS:

- THIS IS TO CERTIFY THAT WATER AND SEWER SERVICES WILL BE PROVIDED TO DESERT BREEZE UNIT THREE BY HORIZON REGIONAL W.U.D. 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 LOCATED ON RIFTON COURT AND HORIZON BOULEVARD AND WILL BE CONSTRUCTED TO SERVE THIS SUBDIVISION WITHIN TWO (2) YEARS OF DATE OF THE FILING OF THIS PLAT.
- BUILDINGS SHALL BE SET BACK AS FOLLOWS: FRONT LOT SETBACK A MINIMUM OF 20 FEET, SIDE LOT SETBACK A MINIMUM OF 5 FEET, SIDE LOT ABUTTING STREET (ROAD) A MINIMUM OF 10 FEET, AND BACK LOT SETBACK A MINIMUM BE 20 FEET. THESE SETBACKS DISTANCES SHALL NOT CONFLICT WITH SEPARATION OR SETBACK DISTANCES REQUIRED BY RULES GOVERNING PUBLIC UTILITIES, ON-SITE SEWAGE FACILITIES, OR DRINKING WATER SUPPLIES.
- THIS SYMBOL REPRESENTS ALL PROPOSED STREET MONUMENT LOCATIONS.
- PROPERTY CORNERS WILL BE SET UPON COMPLETION OF CONSTRUCTION OF ROADWAYS AND UTILITIES.
- SET 1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED TX 5572, UNLESS OTHERWISE NOTED, AT ALL EXTERIOR BOUNDARY CORNERS UNLESS OTHERWISE NOTED.
- NO MORE THAN ONE SINGLE-FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT.
- BUILDER SHALL CONSTRUCT A 5 (FIVE) FOOT WIDE CONCRETE SIDEWALK AS PART OF THE CONSTRUCTION OF IMPROVEMENTS. THE SIDEWALKS ARE LOCATED ALONG FRONT, REAR AND SIDES OF EACH LOT WHERE THE LOT ABUTS A PUBLIC ROAD. RIFTON COURT AND ANDREPOINT STREET SHALL BE CONSTRUCTED BY THE DEVELOPER.
- BUILDER SHALL CONSTRUCT CONCRETE DRIVEWAYS BETWEEN THE ROAD CURB AND THE PROPERTY LINE AS PART OF THE CONSTRUCTION OF IMPROVEMENTS.
- THIS PROPERTY LIES IN ZONE X, AS DESIGNATED BY F.E.M.A.: COUNTY OF EL PASO, COMMUNITY PANEL #480 212 0250 B, DATED SEPTEMBER 4, 1991. CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).
- LOT OWNERS SHALL BE RESPONSIBLE FOR MAINTAINING THE SIDEWALKS, DRIVEWAYS, AND PARKWAYS ABUTTING THEIR PROPERTY.
- THE STORM WATER RUNOFF FROM DESERT BREEZE UNIT THREE WILL BE CONVEYED INTO THE ON-SITE RETENTION BASIN. LOT 25, BLOCK 3, ARE DESIGNATED AS PONDING AREA AND RETENTION PONDS. NO DWELLING / OCCUPANCY SHALL BE PERMITTED ON LOTS. THESE LOTS SHALL BE DEEDED TO AND MAINTAINED BY TOWN OF HORIZON CITY.
- IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE 232.022(6), IT IS HEREBY EXPRESSED THAT ALL PURCHASE CONTRACTS MADE BETWEEN A PURCHASER OF LAND IN THIS SUBDIVISION WILL CONTAIN A STATEMENT DESCRIBING WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THIS SUBDIVISION.
- VEHICULAR ACCESS TO LOTS ABUTTING HORIZON BOULEVARD (FM1281), RIFTON COURT AND ANDREPOINT STREET FROM OTHER DEDICATED STREETS ONLY. THE INSTRUMENT ASSURING RELEASE OF ACCESS IS FILED IN THE EL PASO COUNTY CLERK'S OFFICE. INSTRUMENT NO. _____ BOOK _____ PAGE _____ DATE _____
- TAX CERTIFICATE(S) FOR DESERT BREEZE UNIT THREE ARE FILED IN THE EL PASO COUNTY CLERK'S OFFICE. INSTRUMENT NO. _____ BOOK _____ PAGE _____ DATE _____
- RESTRICTIVE COVENANTS FOR DESERT BREEZE UNIT THREE ARE FILED IN THE EL PASO COUNTY CLERK'S OFFICE. INSTRUMENT NO. _____ BOOK _____ PAGE _____ DATE _____

BENCHMARK NOTES:

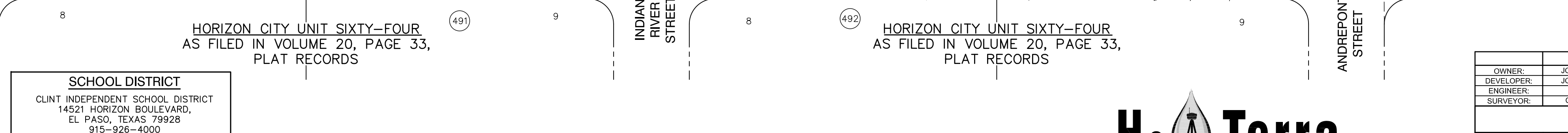
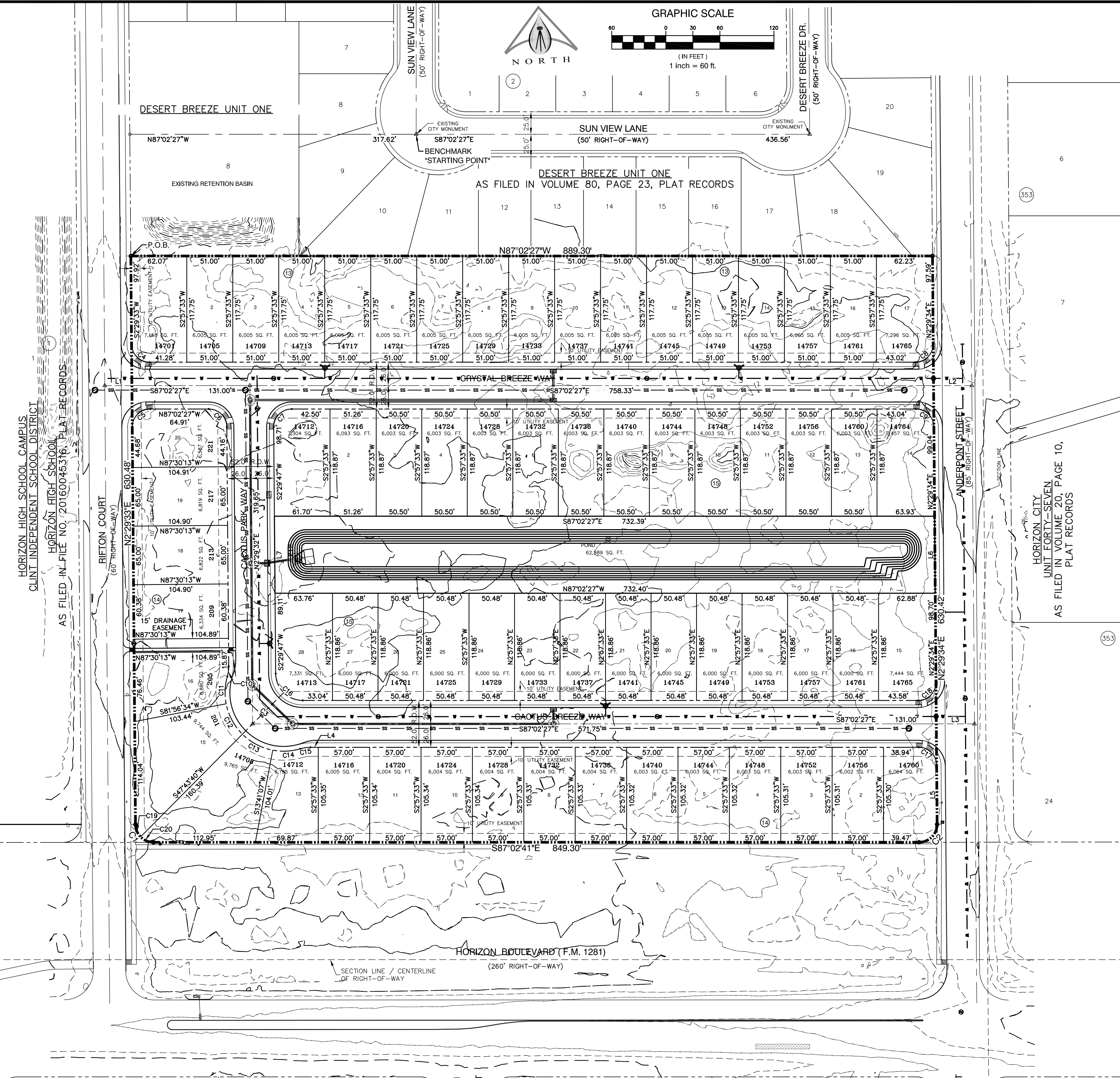
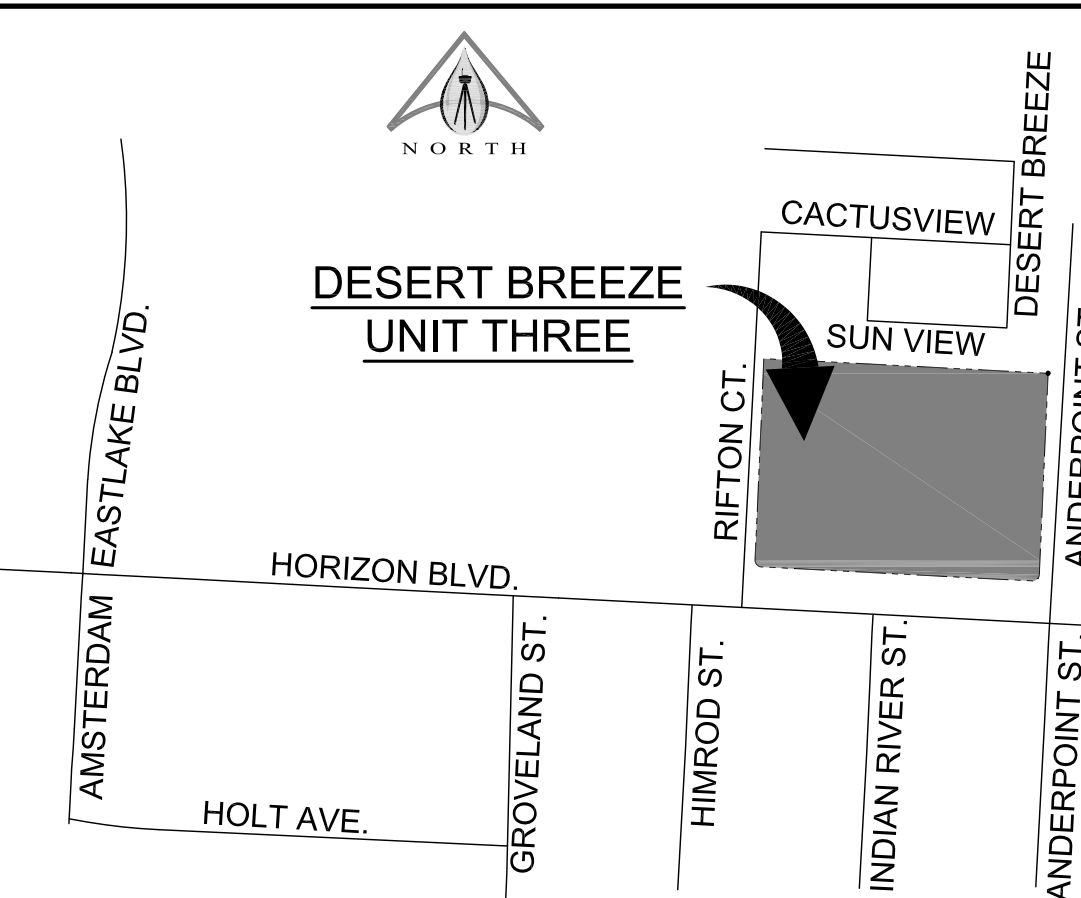
- BEARINGS, DISTANCES, AND COORDINATES SHOWN ARE BASED ON GPS OBSERVATIONS USING GRID, NAD 83, TEXAS CENTRAL ZONE.
- FOUND CITY MONUMENT LOCATED AT THE HEEL OF SUN VIEW DRIVE IN FRONT OF LOTS 9 AND 10, BLOCK 1, DESERT BREEZE UNIT ONE. HAVING A STATE PLANE COORDINATE VALUE: N:10,624,315.26', E:483,009.46' ELEVATION = 4022.19' (GRAPHICALLY DEPICTED ON PLAT)

PARCEL DESIGNATION	SQUARE FOOTAGE	ACRES
RESIDENTIAL	411,002.86 SQ.FT.	9.43 AC.
POND	62,589.00 SQ.FT.	1.44 AC.
RIGHT-OF-WAY	104,521.14 SQ.FT.	2.40 AC.
TOTAL	578,113.00 SQ.FT.	13.27 AC.

STREET NAME	LINEAR FEET
CRYSTAL BREEZE WAY	889.33 FT.
CACTUS PARK WAY	322.65 FT.
CACTUS BREEZE WAY	702.75 FT.

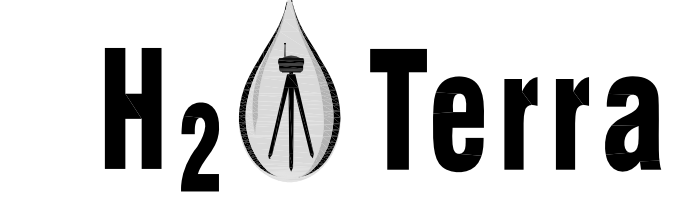
LOT COUNT	
RESIDENTIAL	= 65
BLOCK 13, LOT 1-17	= 17
BLOCK 14, LOT 1-20	= 20
BLOCK 15, LOT 1-20	= 20
POND	= 1
BLOCK 15, LOT 29	= 1
TOTAL	= 66

LOCATION MAP SCALE: 1"=600'



SCHOOL DISTRICT
CLINT INDEPENDENT SCHOOL DISTRICT
14521 HORIZON BOULEVARD,
EL PASO, TEXAS 79928
915-926-4000

NORTHEAST SERVICE AREA IMPACT FEES			
METER SIZE	METER CAPACITY RATIO	WATER	WASTEWATER
LESS THAN 1 INCH	1	\$1,178.00	\$291.00
1 INCH	1.67	\$1,967.00	\$486.00



ENGINEERING, SURVEYING, SOLUTIONS.
TBPE FIRM NO. F-2103 TBPLS FIRM NO. 10060700
2020 E. MILLS AVENUE EL PASO, TX 79901
(915) 533-1418 FAX: (915) 533-4972

PRINCIPAL CONTACTS:					
OWNER:	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	JOSE L. LARES, JR. P.E.	HUNT COMMUNITIES	601 N. MESA, SUITE 1900	EL PASO, TEXAS 79901	915-298-0418
DEVELOPER:	JOSE L. LARES, JR. P.E.	HUNT COMMUNITIES	601 N. MESA, SUITE 1900	EL PASO, TEXAS 79901	915-298-0418
ENGINEER:	ISAC RODRIGUEZ, P.E.	143538	2020 E. MILLS AVE	EL PASO, TEXAS 79901	915-533-1418 915-533-4972
SURVEYOR:	CHARLES HENRY GUTIERREZ, P.L.S.	3572	2020 E. MILLS AVE	EL PASO, TEXAS 79901	915-533-1418 915-533-4972

DESERT BREEZE UNIT THREE					
REVISION NUMBER	SHEET NAME OR NUMBER	DESCRIPTION OF REVISION	DATE OF REVISION	REVISION APPROVED BY	

PREPARED: FEBRUARY 7, 2025

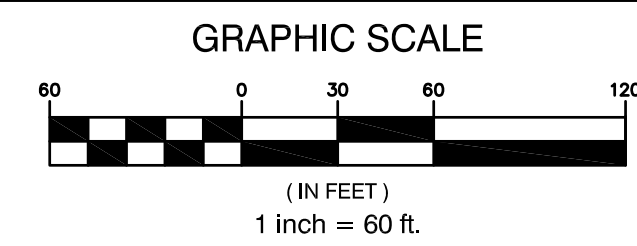
SHEET 1 OF 2

V:\Hunt Communities GP LLC\031622-7 Desert Breeze Unit 3\05-CA00\03 - Plats\02-Final\PRELIMINARY PLAT 2-7-25.DWG 02/14/25 8:20AM

DESERT BREEZE

UNIT THREE

BEING A PORTION OF SECTION 32, BLOCK 78, TOWNSHIP3, TEXAS
AND PACIFIC RAILROAD COMPANY SURVEYS,
TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS.
CONTAINING IN ALL 578.113 SQUARE FEET OR 13.272 ACRES OF LAND MORE OR LESS



CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	20.00'	31.25'	19.84'	28.17'	S42°16'34"E	89°32'14"
C2	20.00'	31.25'	19.84'	28.17'	N48°11'12"E	89°32'14"
C3	56.00'	87.51'	55.55'	78.88'	S42°16'20"E	89°32'14"
C4	20.00'	31.25'	19.84'	28.17'	S42°16'27"E	89°32'14"
C5	20.00'	31.58'	20.16'	28.40'	S47°43'33"W	90°27'46"
C6	20.00'	31.25'	19.84'	28.17'	N42°16'20"W	89°32'14"
C7	20.00'	31.58'	20.16'	28.40'	S47°43'40"W	90°27'46"
C8	20.00'	31.58'	20.16'	28.40'	N47°43'34"E	90°27'46"
C9	20.04'	31.32'	19.88'	28.23'	N42°23'37"W	89°32'14"
C10	40.00'	11.49'	5.78'	11.45'	N10°43'20"E	16°27'05"
C11	65.00'	30.64'	15.61'	30.35'	N5°26'43"E	27°00'19"
C12	65.00'	38.82'	20.01'	38.24'	N25°09'53"W	34°12'54"
C13	65.00'	38.62'	19.90'	38.05'	N59°17'36"W	34°02'34"
C14	65.00'	30.83'	15.71'	30.54'	N89°54'13"W	27°10'39"
C15	40.00'	11.49'	5.78'	11.45'	S84°44'01"W	16°27'05"
C16	30.00'	46.88'	29.76'	42.25'	S42°16'20"E	89°32'14"
C17	20.00'	31.25'	19.84'	28.17'	N42°16'26"W	89°32'14"
C18	20.05'	31.66'	20.21'	28.47'	N47°52'18"E	90°27'46"
C19	20.02'	15.28'	8.04'	14.92'	S19°24'06"E	43°45'06"
C20	19.98'	15.97'	8.44'	15.55'	S64°10'13"E	45°47'08"

LINE TABLE		
LINE	BEARING	LENGTH
L1	S87°02'27"E	30.00'
L2	S87°02'27"E	42.50'
L3	S87°02'27"E	42.50'
L4	N87°02'27"W	8.68'
L5	N2°29'34"E	65.63'
L6	S2°29'34"W	85.46'
L7	N2°29'47"E	85.46'

METES AND BOUNDS DESCRIPTION

Description of 13.271-acre parcel of land being a portion of Section 32, Block 78, Township 3, Texas and Pacific Railroad Surveys, Horizon City, El Paso County, Texas, being more particularly described by metes and bounds as follows to wit:

Commencing at an existing City monument at the intersection of Sun View Lane (50-foot Right-of-Way, Desert Breeze Subdivision Unit One as filed on March 16, 2005 in Volume 80, Page 23, Doc. #2005002552 plat records of El Paso County, Texas) and Cactus View Lane (50-foot Right-of-Way) from which another City monument at the intersection of Sun View Lane and Desert Breeze Drive (50-foot right-of-way) bears South 87°02'27" East, a distance of 426.56 feet; Thence, North 87°02'27" West, a distance of 317.62 feet to a point on the easterly right-of-way of Rifton Street (70-foot right-of-way) Thence, South 02°29'33" West, along said right-of-way line, a distance of 135.00 feet to a nail set on a rock wall being the Point of Beginning of this description;

Thence South 87°02'27" East along the southerly boundary line of Desert Breeze Unit One as filed on March 16, 2005 in Volume 80, Page 23, Doc. #2005002552 plat records of El Paso County, Texas, a distance of 889.30 feet to a found nail on rockwall, said nail lying along the westerly right-of-way line of Anderpont Street;

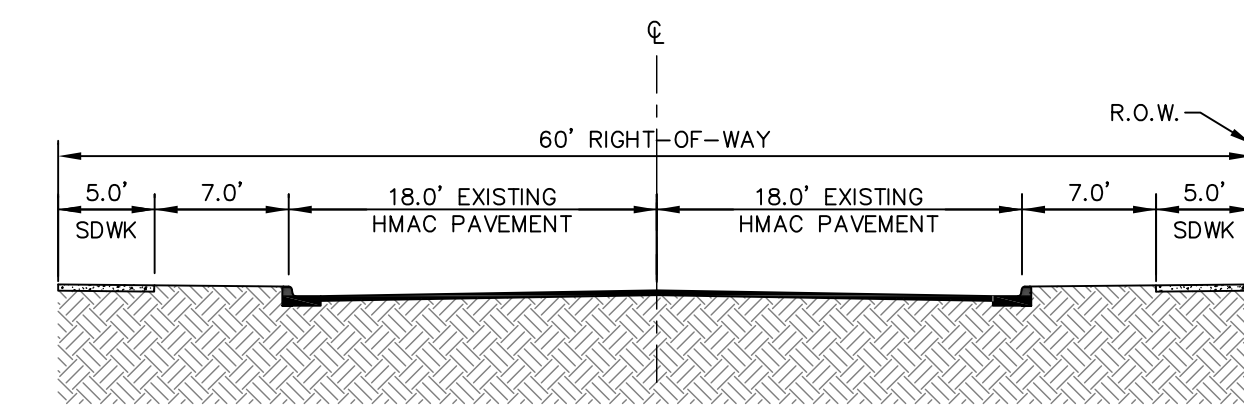
Thence South 02°29'34" West, along said westerly right-of-way line 630.42 feet to a found 5/8" rebar with cap busted;

Thence 31.25 feet continuing along said right-of-way line, along the arc of a curve to the right, having a radius of 20.00 feet, a central angle of 89°32'14", and a chord which bears South 48°11'12" West, a distance of 28.17 feet to a found 5/8" rebar with plastic cap "Roe Engineering" on the northerly right-of-way line of Horizon Boulevard (200-foot right-of-way);

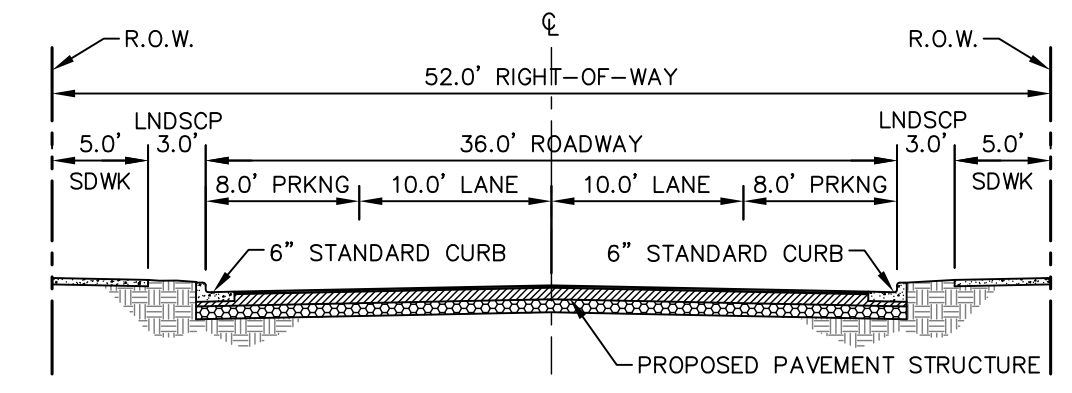
Thence North 87°02'41" East, along said northerly right-of-way line, a distance of 849.30 feet to a found 5/8" rebar with cap stamped busted;

Thence, 31.25 feet along the arc of a curve to the right having a radius of 20.00 feet, a central angle of 89°32'14", and a chord which bears North 42°16'34" West, a distance of 28.17 feet to a found 5/8" rebar with cap busted, said rebar lying along the easterly right-of-way of Rifton Street (70-foot right-of-way);

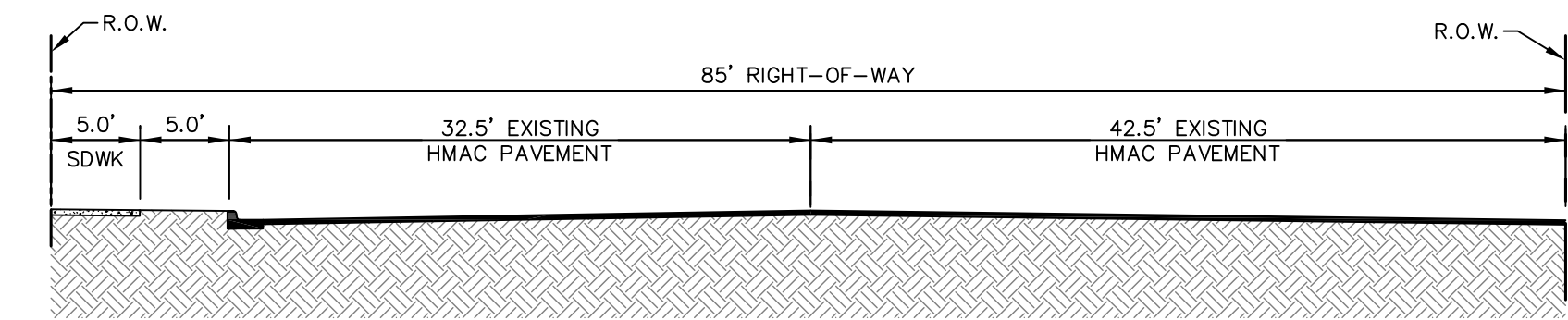
Thence, North 02°29'33" East, a distance of 630.48 feet to the Point of Beginning and containing in all 578,099 square feet or 13.271 acres of land more or less.



RIFTON COURT (60' RIGHT-OF-WAY)
SCALE: 1"=10'



RESIDENTIAL SUBCOLLECTOR STREET (52' RIGHT-OF-WAY)
SCALE: 1"=10'



ANDERPONT STREET (85' RIGHT-OF-WAY)
SCALE: 1"=10'

V:\Hunt Communities GP LLC\031622-7 Desert Breeze Unit 3\05-CADD\03 - Plots\02_Final\PRELIMINARY PLAT 2-7-25.DWG 02/14/25 8:19AM

This document, whether in hard copy or machine readable format, is owned by H2O-Terra and an instrument of services in respect to the project for which it was prepared. This document is not intended or authorized for reuse by any party on extensions of such project or any other project. Any reuse, including copying and/or modifying the document, without written permission from H2O-Terra, for the specific purpose intended may be a violation of law. Unauthorized use of this material may result in civil and/or criminal penalties.

H₂O Terra
ENGINEERING, SURVEYING, SOLUTIONS.
TBPE FIRM NO. F-2103 TBPLS FIRM NO. 10060700
2020 E. MILLS AVENUE El Paso, TX 79901
(915) 533-1418 FAX: (915) 533-4972

PRINCIPAL CONTACTS:					
OWNER:	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
	JOSE L. LARES, JR. P.E.	HUNT COMMUNITIES	601 N. MESA, SUITE 1900	EL PASO, TEXAS 79901	915-298-0418
	JOSE L. LARES, JR. P.E.	HUNT COMMUNITIES	601 N. MESA, SUITE 1900	EL PASO, TEXAS 79901	915-298-0418
	ISAGAC RODRIGUEZ, P.E.	143538	2020 E. MILLS AVE	EL PASO, TEXAS 79901	915-533-1418 915-533-4972
	CHARLES HENRY GUTIERREZ, P.P.L.S.	3572	2020 E. MILLS AVE	EL PASO, TEXAS 79901	915-533-1418 915-533-4972

DESERT BREEZE UNIT THREE				
REVISION NUMBER	SHEET NAME OR NUMBER	DESCRIPTION OF REVISION	DATE OF REVISION	REVISION APPROVED BY

PREPARED: FEBRUARY 7, 2025

SHEET 2 OF 2



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: March 11, 2025

To: Honorable Mayor and Members of City Council

From: Art Rubio, Chief Planner

SUBJECT: On the resubmitted **Preliminary & Final Subdivision Plat** applications for **Desert Breeze Unit Three (Case No. SUC25-0001)**, and to authorize the Mayor to sign the recording plat, legally described as a Portion of Section 32, Block 78, Township 3, Texas and Pacific Railroad Company Surveys, Town of Horizon City, El Paso County, Texas. Containing 13.272 acres ±. Application submitted by Applicant/Representative: H2O Terra.

On December 13, 2022, the City Council approved Desert Breeze Unit 3 Preliminary & Final Plat. The City Council approved an extension request for substantial completion of subdivision improvements for June 13, 2024. Plat expired as improvements were not completed by June 13, 2024. Recently the applicant resubmitted the Preliminary & Final Plat application.

On February 17, 2025, the Planning & Zoning Commission recommended unanimous approval of the resubmittal of Desert Breeze Unit 3 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 Desert Breeze Unit 3 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.



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

Case No.: SUC25-0001 Desert Breeze Unit Three

Application Type: Preliminary & Final Subdivision Plat Applications
P&Z Hearing Date: February 17, 2025
Staff Contact: Art Rubio, Chief Planner
 915-852-1046, Ext. 407; arubio@horizoncity.org

Address/Location: North of Horizon Blvd. and east of Rifton Ct. and Horizon High School

Property ID Nos.: X57800033203000

Legal Description: A portion of Section 32, Block 78, Township 3, Texas and Pacific Railroad Company, Town of Horizon City, El Paso County, Texas

Property Owner: Hunt Communities Holding L.P.
Applicant/Rep.: H2O Terra, LLC
Nearest Park: Horizon Mesa Park
Nearest School: Horizon High School

SURROUNDING PROPERTIES:		
	Zoning	Land Use
N	R-2 (Single-Family Residential)	Residential
E	ETJ	Mixed Use
S	C-2(Heavy Commercial)/R-2(Single-Family Residential)	Vacant
W	R-2 (Single-Family Residential)	Horizon High School
LAND USE AND ZONING:		
	Existing	Proposed
Land Use	Vacant	Residential Subdivision
Zoning	R-2 Residential	R-2 Residential

Application Description:

Preliminary and Final Subdivision:

The proposed preliminary and final residential subdivision includes 65 lots for single-family residential development, the smallest lot measuring approximately 6,000 sq. ft. and the largest lot measuring approximately 9,784 sq. ft. A 52 ft. residential street is proposed within the subdivision connecting to Rifton Ct. and Anderpont St. and ultimately to Horizon Blvd.

Cumulative Parkland Dedication:

The developer does not propose to dedicate any parkland or shows to have any park credits for existing related subdivisions Desert Breeze Unit 1 and 2; therefore, fees in lieu of parkland dedication would be required for 65 single-family units at \$400.00 per unit for a total of fee in lieu of parkland dedication of \$26,000.

Staff Recommendation:

Staff recommends approval of the Preliminary and Final Subdivision Plats.

Planning Division Comments:

Preliminary:

- ~~1. Remove note 2 on setbacks as R-2 standards may be subject to change.~~

Final:

- ~~1. Remove note 2 on setbacks as R-2 standards may be subject to change.~~

Town Engineer Comments:

Preliminary Plat:

- ~~1. Address redlines and comments shown on plat.~~
- ~~2. Metes and bounds should be described in a clockwise direction.~~
- ~~3. Why are the westerly lot bearings different from the west side subdivision boundary line? Reassess and make corrections.~~
- ~~4. Remove storm manhole symbol from inlets.~~
- ~~5. Why are the easterly lot bearings different from the east side subdivision boundary line? Reassess and make corrections.~~
- ~~6. Verify that roadway names are consistent on the plat in all locations and approved by the El Paso County 9-1-1 District.~~
- ~~7. Confirm all bearing distances and determine if additional line bearings are needed. Make sure there is closure of the subdivision boundary and individual lots.~~
- ~~8. The curve table values of C1 and C2 do not match values in the metes and bounds. See additional comments from the plat.~~

Final Plat:

- ~~1. Address redlines and comments shown on plat.~~
- ~~2. Revise calendar dates used in Acknowledgement, signatures for the City Planning & Zoning Commission, and City Council. This includes the prepared date of the plats.~~
- ~~3. Metes and bounds should be described in a clockwise direction.~~
- ~~4. Why are the westerly lot bearings different from the west side subdivision boundary line? Reassess and make corrections.~~
- ~~5. Why are the easterly lot bearings different from the east side subdivision boundary line? Reassess and make corrections.~~
- ~~6. Verify that roadway names are consistent on the plat in all locations and approved by the El Paso County 9-1-1 District.~~
- ~~7. Confirm all bearing distances and determine if additional line bearings are needed. Make sure there is closure of the subdivision boundary and individual lots.~~
- ~~8. The curve table values of C1 and C2 do not match values in the metes and bounds. See additional comments from the plat.~~

El Paso 9-1-1 District Comments:

~~Regarding Desert Breeze Unit Three, please ask the developers to change the addresses on Cactus Park Way to the 100 range instead of 200. Please notice that Sun View Ln and Desert Breeze Dr shown above this subdivision are in the 200 range.~~

Please ask the developers to adjust the addressing on Cactus Breeze Way so they begin at 14700 instead of 14708. It is not necessary to adjust the addressing according to that of the above parallel Crystal Breeze Way. These are different streets and so they can each begin at 14700 and not necessarily be adjusted to each other.

TxDOT Comments:

1. Please have requestor submit grading and drainage plans for review and approval.
2. Any proposed work on TXDOT ROW will require a 1058 permit attached.
3. Please share TXDOT files attached.

El Paso Central Appraisal District Comments:

El Paso Electric Company:

Please add a 10' wide easement along the proposed lots for the existing electrical line.

Texas Gas:

In reference to the preliminary/final residential subdivision "Desert Breeze Unit three", Texas Gas Service does not have any comments.

Kinder Morgan:

Project area is clear of El Paso Natural Gas a Company of Kinder Morgan's Pipelines and facilities.

Clint Independent School District:

No comments

EPCAD

There are no comments for Desert Breeze #3 from Central Appraisal.

HRMUD:

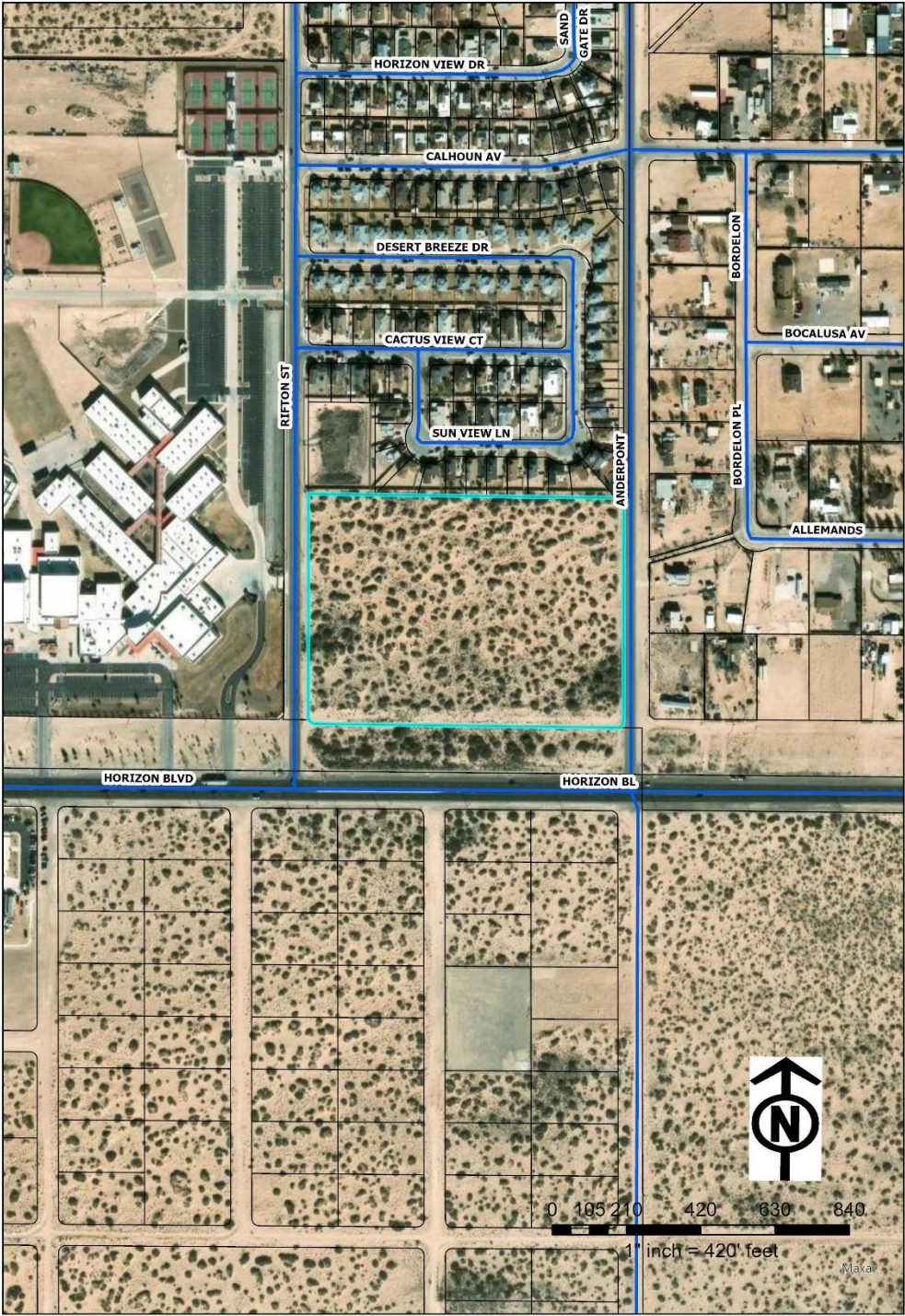
No comments

Attachments:

- 1 - Aerial
- 2 - Zoning Designation Map
- 3 - Location Map
- 4 - Preliminary Plat
- 5 - Final Plat
- 6 - Existing Right-of-Way Cross Sections
- 7 - Preliminary & Final Plat (Combination) Online Application

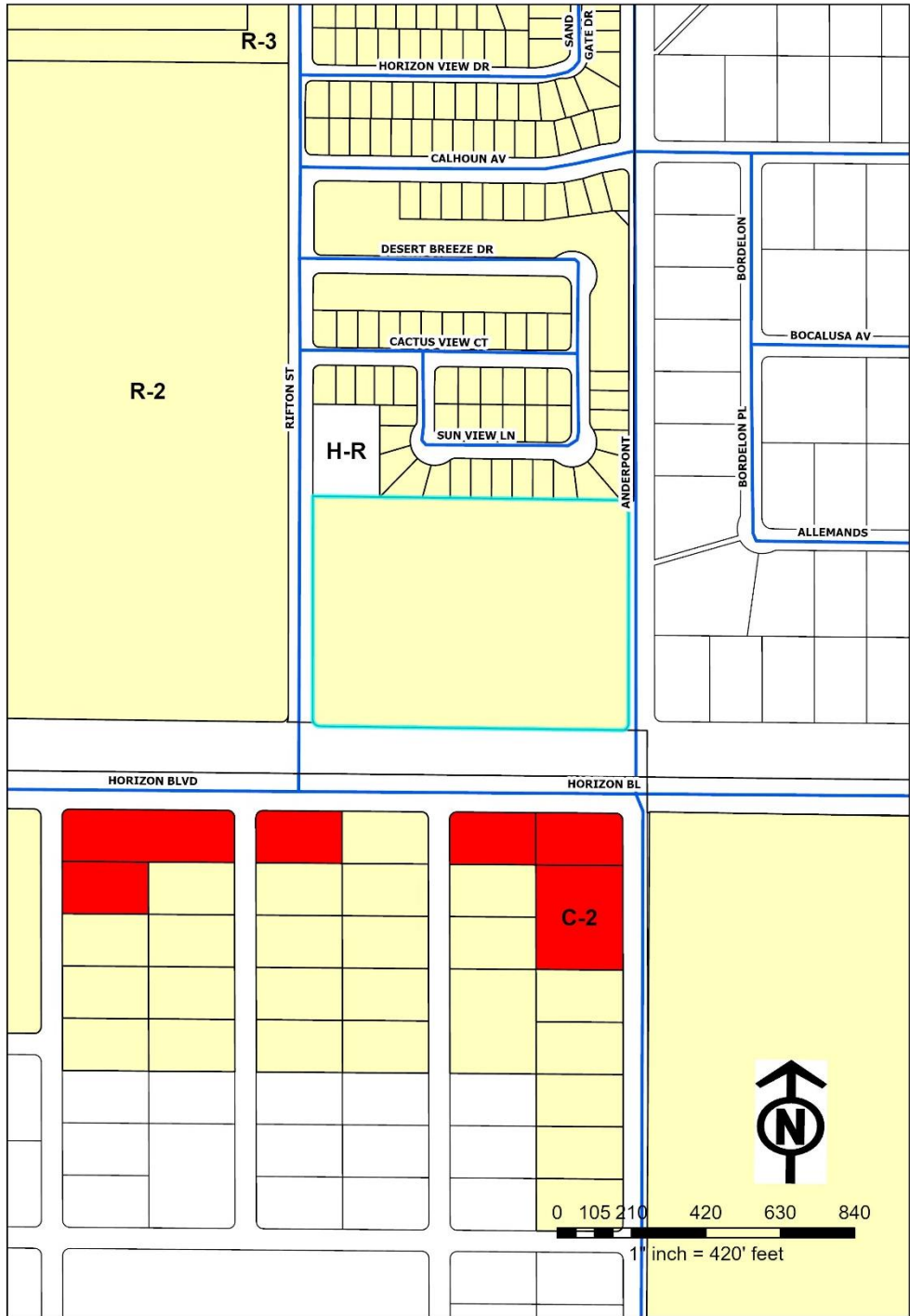
Attachment 1: Aerial Map

**Planning & Zoning Commission
Preliminary / Final Combination Plat
Case No. SUC25-0001**

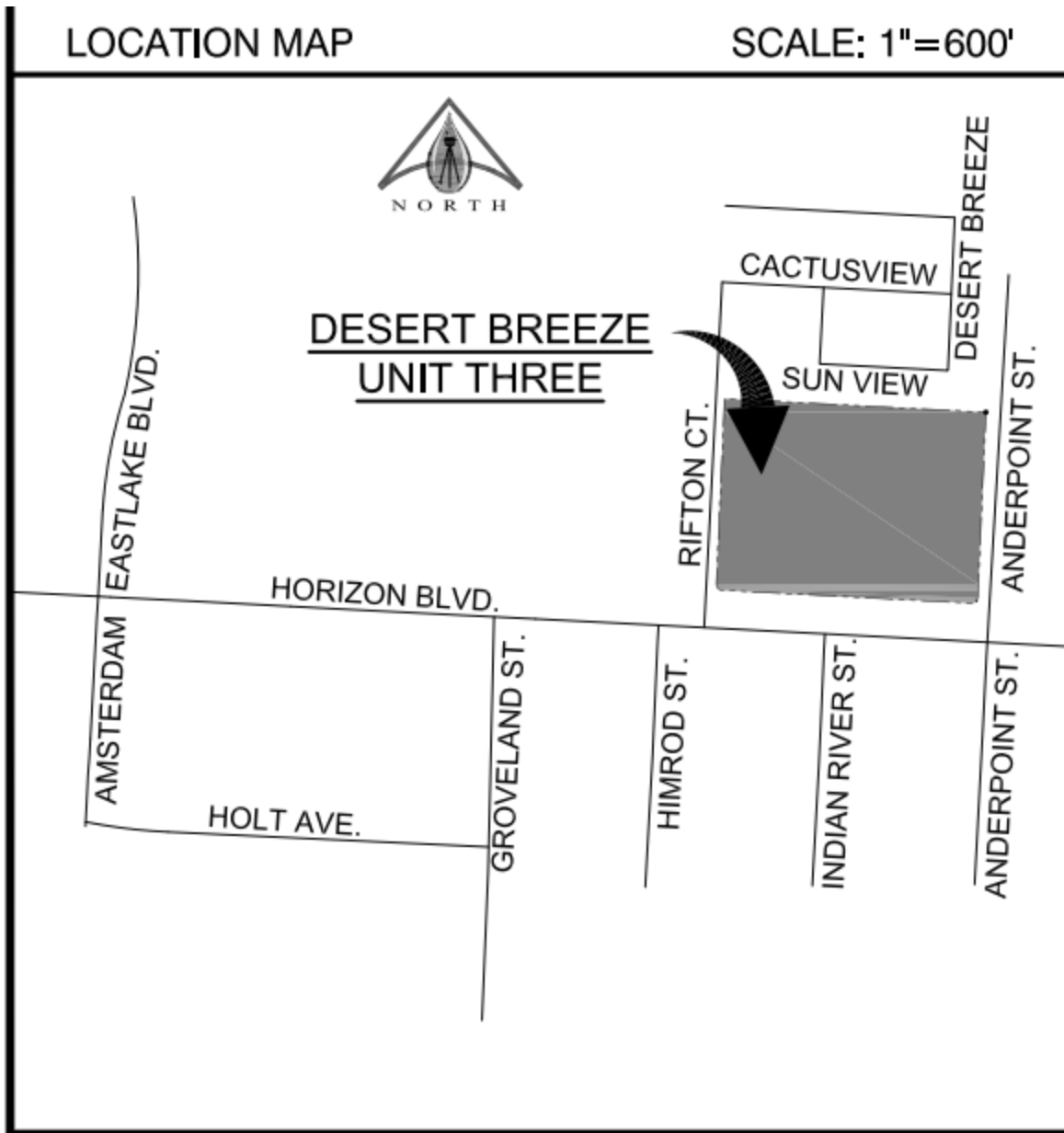


Attachment 1: Zoning Designation Map

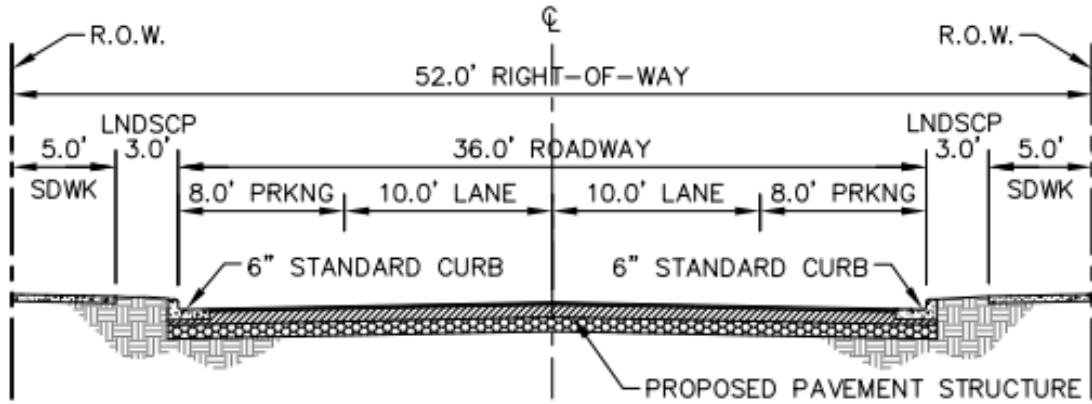
**Planning & Zoning Commission
Preliminary / Final Combination Plat
Case No. SUC25-0001**



Attachment 3: Location Map

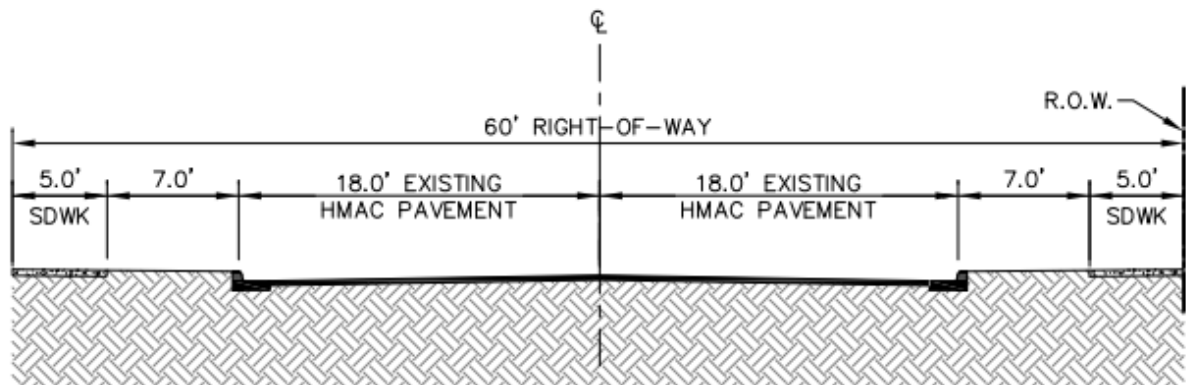


Attachment 6 – Existing Right-of-Way Cross Section



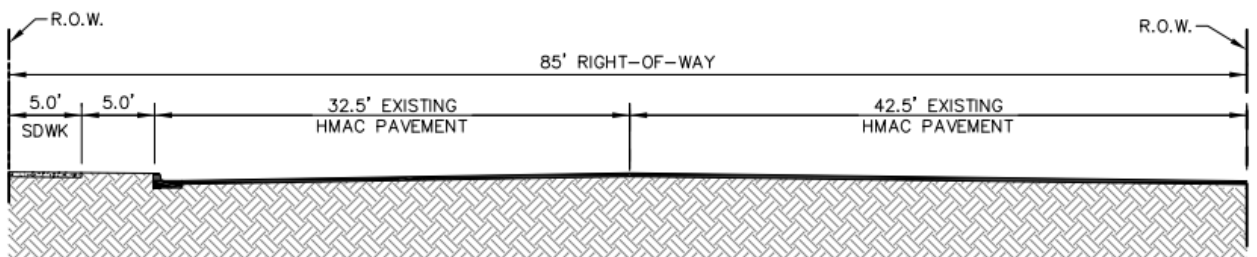
RESIDENTIAL SUBCOLLECTOR STREET (52' RIGHT-OF-WAY)

SCALE: 1"=10'



RIFTON COURT (60' RIGHT-OF-WAY)

SCALE: 1"=10'



ANDERPONT STREET (85' RIGHT-OF-WAY)

SCALE: 1"=10'

Attachment 7: Preliminary & Final Plat (Combination) Online Application



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

**MAJOR SUBDIVISION
 FINAL PLAT APPLICATION**

SUBDIVISION PROPOSED NAME: Desert Breeze Unit 3 SUBMITTAL DATE: 01/22/25

1. LEGAL DESCRIPTION FOR THE AREA INCLUDED ON THIS PLAT (TRACT, BLOCK, GRANT, etc.)
Being a portion of section 32, Block 78, Township 3, Texas and Pacific Railroad Co. Surveys town of Horizon, El Paso County, Texas.

2. PROPERTY LAND USES:

	ACRES	SITES		ACRES	SITES
SINGLE-FAMILY	<u>9.439</u>	<u>65</u>	OFFICE		
DUPLEX			STREET & ALLEY	<u>2.399</u>	<u>3</u>
APARTMENT			PONDING & DRAINAGE	<u>1.437</u>	<u>1</u>
MOBILE HOME			INSTITUTIONAL		
P.U.D.			OTHER		
PARK (Min 1 Acre)					
SCHOOL					
COMMERCIAL			TOTAL NO. SITES	<u>13.275</u>	<u>69</u>
INDUSTRIAL			TOTAL (GROSS) ACREAGE	<u>13.275</u>	

3. WHAT IS THE EXISTING ZONING OF THE PROPERTY DESCRIBED ABOVE? R-2 PROPOSED ZONING R-2

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

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

6. WHAT TYPE OF DRAINAGE IS PROPOSED? (IF APPLICABLE LIST MORE THAN ONE) On-site Ponding

7. IF SINGLE-FAMILY OR DUPLEX DEVELOPMENT IS PROPOSED: AVERAGE FLOOR AREA OF HOUSES 6,000 Sq.ft.

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

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

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

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

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

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

14. OWNER OF RECORD Hunt Communities Holding, L.P. 4401 N. Mesa St. El Paso, TX, 79901
 (NAME & ADDRESS) (EMAIL) (PHONE)

15. DEVELOPER Hunt Communities Holding, L.P. 4401 N. Mesa St. El Paso, TX, 79901
 (NAME & ADDRESS) (EMAIL) (PHONE)

16. ENGINEER Isaac Rodriguez 2020 E. Mills Ave. El Paso, TX 79901 irodriguez@h2o-terra.com (915) 533-1418
 (NAME & ADDRESS) (EMAIL) (PHONE)

17. APPLICANT Isaac Rodriguez 2020 E. Mills Ave. El Paso, TX 79901 irodriguez@h2o-terra.com (915) 533-1418
 (NAME & ADDRESS) (EMAIL) (PHONE)

18. REP/POINT OF CONTACT Isaac Rodriguez 2020 E. Mills Ave. El Paso, TX 79901 irodriguez@h2o-terra.com (915) 533-1418
 (NAME & ADDRESS) (EMAIL) (PHONE)

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

Applicant Signature EMAIL irodriguez@h2o-terra.com

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

RESOLUTION
TOWN OF HORIZON CITY, TEXAS

A RESOLUTION OF THE TOWN OF HORIZON CITY COUNCIL, AUTHORIZING THE PRESIDENT OF THE HORIZON ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS TO EXECUTE ALL NECESSARY DOCUMENTS FOR THE PURCHASE OF THE PROPERTY LOCATED AT 1525 OXBOW, HORIZON CITY, TEXAS 79928 FROM HORIZON OXBOW DEVELOPMENT, LLC, FOR USE AS THE HORIZON ECONOMIC DEVELOPMENT CORPORATION'S MAIN OFFICES AND TO EXPEND THE AMOUNT OF \$691,776.00 AS THE PURCHASE PRICE

WHEREAS, on September 12, 2023, the City approved a Chapter 380 Economic Development Agreement, a Purchase and Sale Agreement and a Right of First Offer regarding the development at 1525 Oxbow, Horizon City, Texas 79928, with MICBEC Investments LLC;

WHEREAS, on October 17, 2024, the City approved a Consent to Assignment transferring all rights, duties and obligations arising from the economic development documents described above, to Horizon Oxbow Development, LLC;

WHEREAS, on January 9, 2024, the Horizon City Council approved the Right of First Offer Agreement between the Horizon Economic Development Corporation and Horizon Oxbow Development LLC, allowing for the purchase of a 2,500 sq ft. office space located at 1525 Oxbow, Horizon City, Texas 79928, for eventual use as the Horizon Economic Development Corporation's main offices;

WHEREAS, the Horizon Economic Development Corporation now desires to finalize the purchase of the property located at 1525 Oxbow, from Horizon Oxbow Development, LLC, for use as the Horizon Economic Development Corporation's main offices; and

WHEREAS, the Horizon Economic Development Corporation considers that the purchase and ownership of the noted real property will serve to reduce the organization's future operational costs; and

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

That the President of the Horizon Economic Development Corporation is authorized to execute all necessary documents to complete the purchase of the property located at 1525 Oxbow, from, for use as the Horizon Economic Development Corporation's main offices, and to expend the amount of \$691,776.00 as the purchase price.

PASSED AND APPROVED the _____ day of March, 2025.

TOWN OF HORIZON CITY

By: _____
Andres Renteria, Mayor

ATTEST:

By: _____
Elvia Schuller, City Clerk

APPROVED AS TO FORM:

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

HORIZON CITY COUNCIL

HEDC OFFICES PROPERTY PURCHASE REQUEST

MARCH 11, 2025



REQUEST

THAT THE PRESIDENT OF THE HORIZON ECONOMIC DEVELOPMENT CORPORATION BE ALLOWED TO EXECUTE ALL NECESSARY CONTRACTS FOR THE PURCHASE OF THE PROPERTY LOCATED AT 1525 OXBOW, FROM HORIZON OXBOW DEVELOPMENT LLC, FOR USE AS THE HORIZON ECONOMIC DEVELOPMENT CORPORATION'S MAIN OFFICES, FOR AN AMOUNT NOT TO EXCEED \$691,776.

STAFF RECOMMENDS
APPROVAL



Town of Horizon City : HEDC Office Purchase

Background & Status

General Description

Development of a Twenty-Five Thousand sq. ft. (25,000 sq. ft) office flex warehouse, plus two office condos measuring **Two Thousand Five Hundred square feet (2,500 sq. ft) each.**

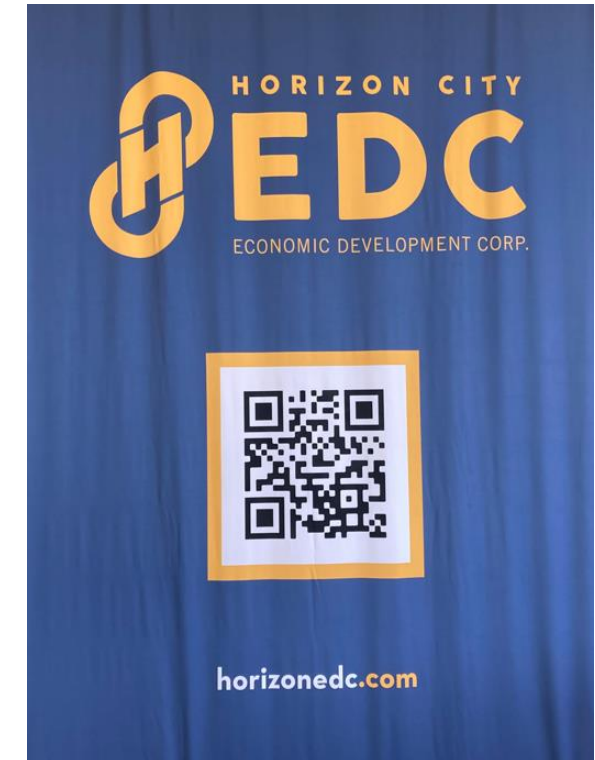
Office Purchasing

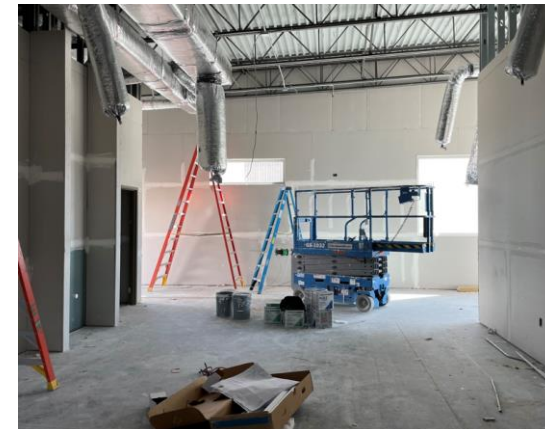
The expected completion date is **early-mid April of 2025.**

The HEDC has identified office space ownership as a **significant cost savings** tactic.

Upon completion, the HEDC will have the option to **purchase a stand-alone 2,500 sq. ft. office space.**

The HEDC intends to **purchase the office space for an amount not to exceed \$691,776.**





REQUEST

THAT THE PRESIDENT OF THE HORIZON ECONOMIC DEVELOPMENT CORPORATION BE ALLOWED TO EXECUTE ALL NECESSARY CONTRACTS FOR THE PURCHASE OF THE PROPERTY LOCATED AT 1525 OXBOW, FROM HORIZON OXBOW DEVELOPMENT LLC, FOR USE AS THE HORIZON ECONOMIC DEVELOPMENT CORPORATION’S MAIN OFFICES, FOR AN AMOUNT NOT TO EXCEED \$691,776.

STAFF RECOMMENDS
APPROVAL



THANK YOU

Eddie Garcia

915-238-4566

egarcia@horizonedc.com



Visit us Online at : <https://www.horizoncity.org/>



TOWN OF
HORIZON CITY

RESOLUTION
TOWN OF HORIZON CITY

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF HORIZON CITY, TEXAS, AUTHORIZING THE HORIZON CITY ECONOMIC DEVELOPMENT CORPORATION TO ENTER INTO A SERVICES AGREEMENT WITH BARRACUDA PUBLIC RELATIONS FOR A ONE-YEAR TERM.

WHEREAS, the Town of Horizon City Economic Development Corporation (“HEDC”) previously entered into a Services Agreement (the “Agreement”) with Barracuda Public Relations (“Barracuda”);

WHEREAS, the HEDC has determined that the services provided by Barracuda have been beneficial in supporting the promotion and expansion of economic development initiatives within the Town of Horizon City;

WHEREAS, the HEDC recommends that the City Council authorize the HEDC to renew the Agreement with Barracuda for an additional one (1) year term following the effective date of this Resolution;

WHEREAS, the City Council finds that the renewal of the Agreement is in the best interest of the Town of Horizon City and its economic development objectives; and

WHEREAS, the total amount of the renewed Agreement shall not exceed Twenty-Seven Thousand Dollars (\$27,000.00).

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

That the Executive Director of the HEDC, or his designee, is hereby authorized to execute the Agreement between the HEDC and Barracuda Public Relations for a term on one year and in the amount not to exceed \$27,000.00 for consulting services.

PASSED AND ADOPTED this _____ day of March, 2025.

(Signatures on next page)

TOWN OF HORIZON CITY

BY: _____
Andres Renteria, Mayor

ATTEST:

BY: _____
Elvia Schuller, City Clerk

APPROVED AS TO FORM:

BY: _____
Sylvia Borunda Firth
City Attorney

HORIZON CITY COUNCIL

BARRACUDA PUBLIC RELATIONS SERVICES AGREEMENT

MARCH 11, 2025



REQUEST

THAT THE EXECUTIVE DIRECTOR OF THE HEDC, OR HIS DESIGNEE, IS HEREBY AUTHORIZED TO EXECUTE THE AGREEMENT BETWEEN THE HEDC AND BARRACUDA PUBLIC RELATIONS IN THE AMOUNT NOT TO EXCEED \$27,000.00 FOR CONSULTING SERVICES, FOR A ONE-YEAR TERM.

STAFF RECOMMENDS
APPROVAL

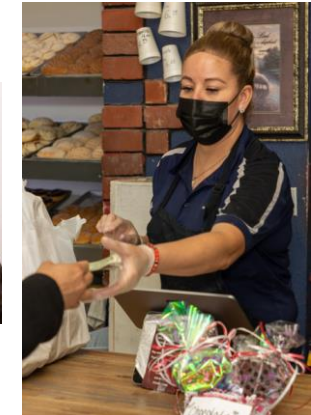


Town of Horizon City : Barracuda PR Agreement Request

Background & Status

The HEDC has been successfully working with previously entered into a Services Agreement (the “Agreement”) with Barracuda Public Relations for multiple years.

- Services provided by Barracuda have been **beneficial in supporting the promotion and expansion of economic development initiatives** within the Horizon City.
- Retaining high-quality media services **is in the best interest of the Town of Horizon City and its economic development objectives.**
- HEDC to desires to renew the Agreement with Barracuda **for an additional one (1) year term.**
- The total contract amount **shall not exceed Twenty-Seven Thousand Dollars (\$27,000.00).**



REQUEST

THAT THE EXECUTIVE DIRECTOR OF THE HEDC, OR HIS DESIGNEE, IS HEREBY AUTHORIZED TO EXECUTE THE AGREEMENT BETWEEN THE HEDC AND BARRACUDA PUBLIC RELATIONS IN THE AMOUNT NOT TO EXCEED \$27,000.00 FOR CONSULTING SERVICES, FOR A ONE-YEAR TERM.

STAFF RECOMMENDS
APPROVAL



THANK YOU

Eddie Garcia

915-238-4566

egarcia@horizonedc.com



Visit us Online at : <https://www.horizoncity.org/>



TOWN OF
HORIZON CITY

RESOLUTION
TOWN OF HORIZON CITY

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF HORIZON CITY, TEXAS, AUTHORIZING THE HORIZON CITY ECONOMIC DEVELOPMENT CORPORATION TO ENTER INTO A CONTRACT WITH MASER SECURITY ALARMS INC. FOR THE PURCHASE OF AN ALARM SYSTEM, FOR AN AMOUNT NOT TO EXCEED, \$6,000.

WHEREAS, the Town of Horizon City Economic Development Corporation (“HEDC”) is undertaking all necessary preparations for the relocation of its offices to 1525 Oxbow, Horizon City, Texas 79928;

WHEREAS, to ensure the security and protection of its new office premises, employees, and visitors, the HEDC requires the installation and activation of a comprehensive security system;

WHEREAS, the HEDC has determined that the security equipment provided by Maser Security Alarms is necessary and beneficial in enhancing the safety and security of the new office space; and

WHEREAS, the total cost for the procurement and installation of the security equipment shall not exceed Six Thousand Dollars (\$6,000.00).

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

That the Executive Director of the Horizon Economic Development Corporation is hereby authorized to enter into a contract between the Town of Horizon City Type 4B Economic Development Corporation and Maser Security Alarms Inc. for the purchase of an alarm system, for an amount not to exceed, \$6,000.

PASSED AND APPROVED this _____ day of March 2025.

TOWN OF HORIZON CITY

By: _____
Andres Renteria, Mayor

ATTEST:

By: _____
Elvia Schuller, TRMC
City Clerk

APPROVED AS TO FORM:

By: _____
Sylvia Borunda Firth, City Attorney

HORIZON CITY COUNCIL

MASER SECURITY ALARMS INC PURCHASE AGREEMENT

MARCH 11, 2025



REQUEST

THAT THE EXECUTIVE DIRECTOR OF THE HORIZON ECONOMIC DEVELOPMENT CORPORATION IS HEREBY AUTHORIZED TO ENTER INTO A CONTRACT BETWEEN THE TOWN OF HORIZON CITY TYPE 4B ECONOMIC DEVELOPMENT CORPORATION AND MASER SECURITY ALARMS INC. FOR THE PURCHASE OF AN ALARM SYSTEM, FOR AN AMOUNT NOT TO EXCEED, \$6,000.

STAFF RECOMMENDS
APPROVAL



Town of Horizon City : Maser Security Alarms Inc. Purchase Agreement Background & Status

The Horizon City Economic Development Corporation (“HEDC”) is undertaking all necessary preparations for the relocation of its offices to 1525 Oxbow, Horizon City, Texas 79928.

- To **ensure the security and protection** of its new office premises, employees, and visitors, the HEDC requires the installation and activation of a comprehensive security system.
- The HEDC has determined that the security equipment provided by Maser Security Alarms **is necessary and beneficial in enhancing the safety and security of the new office space.**
- The total cost for the procurement and installation of the security equipment **shall not exceed Six Thousand Dollars (\$6,000.00).**

Note: Staff reviewed two alternative bids.

- *ADT - \$7,325.34*
- *Vivint - \$3,311.29*



REQUEST

THAT THE EXECUTIVE DIRECTOR OF THE HORIZON ECONOMIC DEVELOPMENT CORPORATION IS HEREBY AUTHORIZED TO ENTER INTO A CONTRACT BETWEEN THE TOWN OF HORIZON CITY TYPE 4B ECONOMIC DEVELOPMENT CORPORATION AND MASER SECURITY ALARMS INC. FOR THE PURCHASE OF AN ALARM SYSTEM, FOR AN AMOUNT NOT TO EXCEED, \$6,000.

STAFF RECOMMENDS
APPROVAL



THANK YOU

Eddie Garcia

915-238-4566

egarcia@horizonedc.com



Visit us Online at : <https://www.horizoncity.org/>



TOWN OF
HORIZON CITY

**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	(\$3,102.00)	\$2,437,367.00
Capital Lease Interest & Capital Lease Principal -Public Safety 01-507-6255 & 01-507-6245	\$132,245.00	\$3,102.00	\$135,347.00
Vehicles - Public Safety 01-507-6035	\$0.00	\$55,000.00	\$55,000.00
Proceeds from Capital Lease Principal	\$0.00	\$55,000.00	\$55,000.00