



HORIZON CITY

Incorporated 1988

**AGENDA
PUBLIC MEETING
SPECIAL CITY COUNCIL MEETING
THE TOWN OF HORIZON CITY, TEXAS
Monday, October 26, 2020, 5:30 PM**

Notice is hereby given that a Special City Council Meeting of the Town of Horizon City, Texas will be held on **Monday, October 26, 2020 at 5:30 PM** at Virtual Meeting, 15001 Darrington Road, Horizon City, TX 79928, at which time the following will be discussed and considered:

The Town Council and staff will participate in this meeting via videoconferencing or telephone conference. Members of the public may view the meeting online or by videoconferencing via the following:

To watch by videoconferencing:

<https://townofhorizoncity.my.webex.com/townofhorizoncity.my/j.php?MTID=m3cd391c8cfb0dafdfd5e260b4bb2fb26>

Meeting number (access code): 126 870 7602

Meeting password: iuXhrvFP295

To join by phone: 1-408-418-9388

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**

10/13/20 Regular City Council Meeting

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

REGULAR AGENDA

5. **Discussion and Action:** **9**

Mayor/CIP Manager

On approval of a First Amendment to the Professional Agreement with Huitt-Zollars for the Construction Management Services for Horizon Mesa Park CIP Project and authorizing the Mayor to negotiate a final contract amendment for amount not to exceed \$47,715.00.

6. **Public Hearing:**

Mayor/Planning Director

On a request for an exception to Chapter 14, Section 602.8 (Exhibit A), Subsection B.7 of the Municipal Code to allow for the sale of alcoholic beverages within 300 feet of a church for property located at 14010 Horizon Boulevard.

7. **Discussion and Action:** **17**

Mayor/Planning Director

On a request for an exception to Chapter 14, Section 602.8 (Exhibit A), Subsection B.7 of the Municipal Code to allow for the sale of alcoholic beverages within 300 feet of a church for property located at 14010 Horizon Boulevard.

8. Discussion and Action: **24**

Mayor/Finance Director

On First Amendment to Interlocal Subrecipient Grant Agreement with the County of El Paso for the distribution of Federal Coronavirus Relief Funds.

9. Discussion and Action:

Mayor/Alderman Corral

On a temporary policy change during the emergency declaration period to conduct all City Council meetings virtually online using Webex or other online meeting software starting at 6:00 pm or another time designated by Council.

10. Discussion and Action:

Mayor/Alderman Corral

On potential phasing of Town operations and schedule for additional temporary closure(s) of City Hall and Town facilities to the public and addressing related staffing issues in response to increasing COVID cases in the County of El Paso.

11. Discussion and Action:

43

Mayor/Alderman Corral

On Town project options for expending Federal Coronavirus Relief Funds.

12. Discussion and Action:

Mayor/Alderman Corral

On repairs to the Police Department/Municipal Court Building.

13. Executive Session

The City Council of the Town of Horizon City may recess into EXECUTIVE SESSION pursuant to the Texas Government Code, Chapter 551, Subchapter D, under Article 551.071 – Consultation with Attorney; 551.072 – Deliberation Regarding Real Property; 551.073 – Deliberation Regarding Gifts and Donations; 551.074 – Personnel Matters; 551.076 – Deliberation Regarding Security Devices and 551.087 – Deliberation Regarding Economic Development Negotiations.

14. Discussion and Action:

Mayor/Special Counsel

Real Estate Matters: On negotiations regarding the Transit Oriented Development/Town Center.

Adjournment:

Motion to Adjournment: _____ 2nd _____

Dated this Friday, 10/23/2020

By: _____
Elvia Schuller, City Clerk

I, the undersigned authority, hereby certify that the above notice of the Special City Council Meeting of the Town of Horizon City, Texas is a correct copy of this notice, and that I posted this notice at least seventy-two (72) hours

preceding the scheduled meeting at the City Hall Bulletin Boards of the Town of Horizon City, Texas on this Friday, 10/23/2020 by 5:00 p.m.

Agenda Removed: _____ Time _____ By _____

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

**MINUTES
AGENDA
PUBLIC MEETING
REGULAR CITY COUNCIL MEETING
THE TOWN OF HORIZON CITY, TEXAS
Tuesday, October 13, 2020, 5:30 PM**

Notice is hereby given that a Regular City Council Meeting of the Town of Horizon City, Texas was held on **Tuesday, October 13, 2020 at 5:30 PM**, via Virtual Meeting, at which time the following was discussed and considered:

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

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:

9/15/20 Special City Council Meeting.

4. Discussion and Action:

Mayor/CIP Manager

On an update on the Capital Improvement Program.

5. Discussion and Action:

Mayor/EDC Executive Director

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

6. Request to Excuse Absent Council Member:

A motion was made by Alderman Corral and seconded by Alderman Miller to approve the consent agenda.

The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

REGULAR AGENDA

7. Discussion and Action:

Mayor/Alderman Renteria

On a request from the American Heart Association that Council consider a Smoke-Free Ordinance.

Alderman Renteria, American Heart Assoc. Rep, Eva Sanchez and four members of the public spoke regarding this item.

A motion was made by Alderman Miller and seconded by Alderman Renteria to direct staff to create and present a draft smoke-free ordinance for review and discussion at the next Regular City Council Meeting. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

8. Discussion and Action:

Mayor/EDC Executive Director

On a proposed plan and three-party agreement with the Hunt Institute for Global Competitiveness and Horizon Economic Development Corporation to study the COVID-19 pandemic impact on Horizon City's marketplace and commercial activity using CARES funding.

EDC Executive Director, Michael Hernandez spoke regarding this item.

A motion was made by Alderman Miller and seconded by Alderman Renteria to approve the proposed plan and three-party agreement with the Hunt Institute for Global Competitiveness and Horizon Economic Development Corporation to study the COVID-19 pandemic impact on Horizon City's marketplace and commercial activity using CARES funding. The CITY CLERK polled the Council: MILLER - Aye; GARCIA - Aye; ORTEGA - Aye; RENTERIA - Aye; DURAN - Aye; PADILLA - Aye; CORRAL - Aye. Motion passed.

9. Discussion and Action:

Mayor/CIP Manager

On a Resolution in Support of the North Darrington Rd. Shared Use Path Transportation Alternatives Set-Aside Program Project.

CIP Manager, Terry Quezada spoke regarding this item.

A motion was made by Alderman Garcia and seconded by Alderman Duran to approve the Resolution in Support of the North Darrington Rd. Shared Use Path Transportation Alternatives Set-Aside Program Project. The CITY CLERK polled the Council: MILLER - Aye; GARCIA - Aye; ORTEGA - Aye; RENTERIA - Aye; DURAN - Aye; PADILLA - Aye; CORRAL - Aye. Motion passed.

10. Discussion and Action:

Mayor/CIP Manager

On Change Order #5 to the construction contract with Spartan Construction for Horizon Mesa Park Improvements Project, Solicitation No. CIP 2018-002 (103) and authorizing the Mayor to execute documents.

CIP Manager, Terry Quezada requested this item be deleted at staff's request.

A motion was made by Alderman Corral and seconded by Alderman Miller to delete this item. The CITY CLERK polled the Council: MILLER - Aye; GARCIA - Aye; ORTEGA - Aye; RENTERIA - Aye; DURAN - Aye; PADILLA - Aye; CORRAL - Aye. Motion passed.

11. Discussion and Action:

Mayor/CIP Manager

On Change Order #7 to the construction contract with Hawk Construction for the Golden Eagle Park Improvements Solicitation No. CIP 2018-001 and authorizing the Mayor to execute documents.

CIP Manager, Terry Quezada spoke regarding this item.

A motion was made by Alderman Corral and seconded by Alderman Miller to approve Change Order #7 to the construction contract with Hawk Construction for the Golden Eagle Park Improvements Solicitation No. CIP 2018-001 and authorizing the Mayor to execute documents. The CITY CLERK polled the Council: MILLER - Aye; GARCIA - Aye; ORTEGA - Aye; RENTERIA - Aye; DURAN - Aye; PADILLA - Aye; CORRAL - Aye. Motion passed.

12. Discussion and Action:

Mayor/CIP Manager

On approval to award a contract for Desmond Corcoran (Corky) Park Improvements, Competitive Sealed Proposals Solicitation CIP 2018-102 (003) to Allen Concrete, LLC as the highest-ranking, qualified proposer, in the amount of \$2,199,541.28.

CIP Manager, Terry Quezada spoke regarding this item.

A motion was made by Alderman Duran and seconded by Alderman Corral to award a contract for Desmond Corcoran (Corky) Park Improvements, Competitive Sealed Proposals Solicitation CIP 2018-102 (003) to Allen Concrete, LLC as the highest-ranking, qualified proposer, in the amount of \$2,199,541.28. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

13. Discussion and Action:

Mayor/CIP Manager

On developing a legislative agenda and proposed resolution of the Town of Horizon City, Texas, to establish legislative priorities for the 87th Texas Legislative Session beginning January 2021, and authorizing representatives of the Town to advocate positions as set in the Town's legislative priorities.

CIP Manager, Terry Quezada spoke regarding this item. No action taken on this item.

14. PUBLIC HEARING:

Mayor/Planning Director

2nd Reading of Ordinance No. _____, An ordinance adopting a zoning change within the municipal limits of the Town of Horizon City, Texas; Rezoning Two Parcels from R-2, Residential, to C-2, Commercial, for commercial use, containing approximately .988 acres; being Lots 1 and 2, Block 487, Horizon City Unit Sixty Three, El Paso County, Texas, located south and west of the intersection of Horizon Boulevard and Eastlake Boulevard; and authorizing the notation of the change on the official zoning map of the Town; providing for the following: findings of fact; repealer; severability; and proper notice and hearing.

Planning Director, Michelle Padilla spoke regarding this item. No one from the public spoke.

15. Discussion and Action:

Mayor/Planning Director

2nd Reading of Ordinance No. _____, An ordinance adopting a zoning change within the municipal limits of the Town of Horizon City, Texas; Rezoning Two Parcels from R-2, Residential, to C-2, Commercial, for commercial use, containing approximately .988 acres; being Lots 1 and 2, Block 487, Horizon City Unit Sixty Three, El Paso County, Texas, located south and west of the intersection of Horizon Boulevard and Eastlake Boulevard; and authorizing the notation of the change on the official zoning map of the Town; providing for the following: findings of fact; repealer; severability; and proper notice and hearing.

A motion was made by Alderman Duran and seconded by Alderman Garcia to approve the ordinance adopting a zoning change within the municipal limits of the Town of Horizon City, Texas; Rezoning Two Parcels from R-2, Residential, to C-2, Commercial, for commercial use, containing approximately .988 acres; being Lots 1 and 2, Block 487, Horizon City Unit Sixty Three, El Paso County, Texas, located south and west of the intersection of Horizon Boulevard and Eastlake Boulevard; and authorizing the notation of the change on the official zoning map of the Town. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

16. PUBLIC HEARING:

Mayor/Planning Director

2nd Reading of Ordinance No. _____, An ordinance adopting a zoning change within the municipal limits of the Town of Horizon City, Texas; Rezoning Two Parcels from R-2, Residential, to C-2, Commercial, for commercial use, containing approximately .499 acres; being Lot 3, Block 487, Horizon City Unit Sixty Three, El Paso County, Texas, located south and west of the intersection of Horizon Boulevard and Eastlake Boulevard; and authorizing the notation of the change on the official zoning map of the Town; providing for the following: findings of fact; repealer; severability; and proper notice and hearing.

Planning Director, Michelle Padilla spoke regarding this item. No one from the public spoke.

17. Discussion and Action:

Mayor/Planning Director

2nd Reading of Ordinance No. _____, An ordinance adopting a zoning change within the municipal limits of the Town of Horizon City, Texas; Rezoning Two Parcels from R-2, Residential, to C-2, Commercial, for commercial use, containing approximately .499 acres; being Lot 3, Block 487, Horizon City Unit Sixty Three, El Paso County, Texas, located south and west of the intersection of Horizon Boulevard and Eastlake Boulevard; and authorizing the notation of the change on the official zoning map of the Town; providing for the following: findings of fact; repealer; severability; and proper notice and hearing.

A motion was made by Alderman Duran and seconded by Alderman Corral to approve the ordinance adopting a zoning change within the municipal limits of the Town of Horizon City, Texas; Rezoning Two Parcels from R-2, Residential, to C-2, Commercial, for commercial use, containing approximately .499 acres; being Lot 3, Block 487, Horizon City Unit Sixty Three, El Paso County, Texas, located south and west of the intersection of Horizon Boulevard and Eastlake Boulevard; and authorizing the notation of the change on the official zoning map of the Town. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

18. Discussion and Action:

Mayor/Planning Director

On the temporary suspension of city special events permits for large gatherings for the remainder of 2020 or until the emergency declaration by Texas Governor, Greg Abbott is lifted. The special events include, but not limited to, parades and annual employee and volunteer appreciation dinner.

Planning Director, Michelle Padilla spoke regarding this item.

A motion was made by Alderman Duran and seconded by Alderman Renteria to approve the suspension of city special events permits for large gatherings for the remainder of 2020 or until the emergency declaration by Texas Governor, Greg Abbott is lifted as per staff recommendations. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

19. Discussion and Action:

Mayor

On a temporary policy change during the emergency declaration period to conduct all City Council meetings virtually online using Webex or other online meeting software starting at 5:30 pm or another time designated by Council.

Mayor, Ruben Mendoza spoke regarding this item.

A motion was made by Alderman Duran and seconded by Alderman Padilla to approve the temporary policy change during the emergency declaration period to conduct all City Council meetings virtually online using Webex or other online meeting software starting at 5:30 pm. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Nay. Motion passed.

20. **Discussion and Action:**

Mayor/Asst. City Atty

On an Update on the Town’s policy on Hazardous Duty Pay and updated guidance from Texas Department of Emergency Management Services, and El Paso County Attorney on use of CARES funds for hazardous duty pay.

Asst. City Atty, Bertha Ontiveros spoke regarding this item.

A motion was made by Alderman Miller and seconded by Alderman Renteria to suspend hazardous duty payments as per the updated guidance from Texas Department of Emergency Management Services, and El Paso County Attorney. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Nay. Motion passed.

21. **Discussion and Action:**

Mayor/Asst. City Atty

Emergency Ordinance - On the adoption of an Ordinance to continue the Emergency Ordinance instituting emergency measures due to a public health emergency; severability clause; penalty as provided herein.

Asst. City Atty, Bertha Ontiveros spoke regarding this item.

A motion was made by Alderman Renteria and seconded by Alderman Miller to approve the adoption of an Ordinance to continue the Emergency Ordinance instituting emergency measures due to a public health emergency. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

22. **Executive Session**

The City Council of the Town of Horizon City may recess into EXECUTIVE SESSION pursuant to the Texas Government Code, Chapter 551, Subchapter D, under Article 551.071 – Consultation with Attorney; 551.072 – Deliberation Regarding Real Property; 551.073 – Deliberation Regarding Gifts and Donations; 551.074 – Personnel Matters; 551.076 – Deliberation Regarding Security Devices and 551.087 – Deliberation Regarding Economic Development Negotiations.

ADJOURNMENT

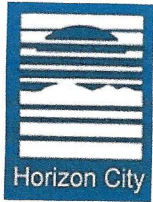
A motion was made by Alderman Corral and seconded by Alderman Renteria to adjourn at 7:10 PM.

Approved this ____ day of _____, 20__.

Attest:

Elvia Schuller, City Clerk

Ruben Mendoza, Mayor



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: October 23, 2020
To: Honorable Mayor and Members of City Council
From: Teresa Quezada, CIP Manager *Teresa Quezada*
SUBJECT: **On approval of a First Amendment to the Professional Agreement with Huitt-Zollars for the Construction Management Services for Horizon Mesa Park CIP Project and authorizing the Mayor to negotiate a final contract amount not to exceed \$47,715**

Council awarded the construction project for Horizon Mesa Park Improvements in November 2019. Work has been ongoing on the project; however, change orders, to include delays for the delivery of the large canopy structure, have prolonged the completion date. Huitt Zollars continues to provide construction management as they work with the contractor to complete the project.

This amendment extends the construction management services Huitt Zollars is providing through project completion and closeout, another 55 work days. These services include inspection services at the project site during project construction (RPR Inspection Services) as well as the administrative support required to manage and close out the project.

Staff is working with Huitt Zollars to ensure the hourly rate is consistent with the initially approved agreement for construction management services and expects the final amendment amount will not exceed \$47,715.

Staff recommends approval of this item.

Memorandum

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

From: Isabel Vasquez, PE, CNU-A
Huitt-Zollars, Inc.
As Town Engineer

Date: Revised October 26, 2020

Huitt-Zollars is requesting an adjustment to our agreement for construction management services for the Horizon Mesa Park Project. The original contract was based on the Contractor's construction time, which has been extended to date by 52 days. The contract will be extended by an additional 38 calendar days to due to the delay for the delivery of the shade structures for the project.

This time extension for the Contractor has added services to our contract, requesting an additional Office and Construction Support and an additional 45 days at 6 hours per day and 10 days at 3 hours per day of RPR inspection in the field. Huitt-Zollars is requesting an additional lump sum fee of \$11,299 for the Office and Construction Support and an additional hourly not to exceed fee of \$36,066.00 RPR Inspection Services. A detailed breakdown of the fees is enclosed for your review.

Thank you for the opportunity to provide this request for a task order adjustment. Please feel to call if you have any questions.

HORIZON MESA PARK IMPROVEMENTS

CONSTRUCTION PHASE SERVICES

PRIME CONSULTANT:
HUITT-ZOLLARS, INC.

October 26, 2020

1	DIRECT LABOR	MANHOURS	RATE/HOUR	COST	TOTAL
LABOR: OFFICE AND CONSTRUCTION SUPPORT					
	Principal in Charge - Isabel Vasquez, PE	0	\$160.00	\$0	
5	Construction Manager - Roxanna Rivera, P.E.	70	\$145.00	\$10,150	
	Project Engineer-Richard Beltran	0	\$105.00	\$0	
	CAD/Tech - Josh Klages	0	\$85.00	\$0	
	Project Support - Mercy Kieffe	14	\$65.00	\$910	
	TOTAL MANHOURS	84			\$11,060
6 DIRECT COSTS					
	OUTSIDE PRINT. & REPRO. (REPORTS, PHOTOS)			\$100.00	\$100.00
	MILEAGE @ \$0.56/MILE: To City @ 60 mi/trip 4 trips (Deliveries/Mtgs)			\$139.20	\$139.20
	Engineer to Site @ 60 mi/trip 3 (Site Visits);1 (Res. Contr prblms); =4 trips				
	TOTAL DIRECT COSTS				
7 SUBTOTAL CONTRACT COST, SUMMATION OF ITEMS 5-6 (OFFICE AND CONSTRUCTION SUPPORT)					\$11,299
8	DIRECT LABOR	MANHOURS	RATE/HOUR	COST	TOTAL
LABOR: Field Engineering/Inspection Services					
	Resident Project Representative - Lalo Cordero	300	\$115.00	\$34,500	
	TOTAL MANHOURS	300			\$ 34,500.00
9 DIRECT COSTS					
	MILEAGE @ \$0.56/MILE:			\$1,566.00	1,566
	RPR to Site @ 60 mi/trip = 130 trips				
	TOTAL DIRECT COSTS				
12 SUBTOTAL CONTRACT COST, SUMMATION OF ITEMS 8-11 (FIELD ENGINEERING AND INSPECTION)					\$ 36,066.00
9 TOTAL CONTRACT COST					\$ 47,365.20

HORIZON MESA PARK IMPROVEMENTS

CONSTRUCTION PHASE SERVICES

MANHOUR ESTIMATE

10/16/20

Task	Description	PIC/QC Isabel Vasquez \$ 160.00	Project Manager Roxanna Medina \$ 145.00	Project Engineer Richard Beltran \$ 105.00	Resident Project Representative Lalo Cordero \$ 115.00	CADD Josh Klages \$ 85.00	Project Support Mercy Kieffe \$ 65.00	Total Hours
Construction Phase Services								
B	Office and Field Engineering							
1	Office & Field Engineering Support Services							
	a. Prepare and conduct a pre-construction meeting, prepare minutes							0
	b. Make periodic visits to project site (3 visits total; 3 hours per visit)		12					12
	b. Issue instructions from owner to contractor thru RPR		4					4
	c. Provide construction administration and supervise field-engineering staff for the project. (1 hrs / week for 8 weeks)		6					6
	e. Resolve design related construction problems		8					8
	f. Conduct bi-weekly progress meetings and prepare and dist. minutes (4 mtgs. @ 3.5 hrs/mtg)		12				4	16
	g. Provide monthly activities report (2 reports @2.0 hrs./report)		4				4	8
	h. Make necessary interpretations and clarifications of contract documents		2					2
	i. Answer and respond to RFIs from contractor. Coordinate with GreenWay on RFIs.							0
	m. Review and prepare work directive changes (WDC), Change Orders (COs), negotiate with Contractor, prepare cost-price analysis, coordinate with agencies		8				4	12
	o. Review and provide decision as to suitability of work to RPR		2					2
	p. Approve amounts of progress payments due to Contractor (2 x 2hr / ea)		6				2	8
	q. Provide substantial completion inspection walk-thru (2 Additional Walk-Thrus)		6					6
	r. Issue engineer's certificate of substantial completion							0
	s. Perform final inspection of project; prepare engineer's certificate of final completion; close out package; and evaluation of contractor's performance.							0
Sub-totals		0	70	0	0	0	14	84
Sub-cost		\$ -	\$ 10,150	\$ -	\$ -	\$ -	\$ 910	\$ 11,060
C	Field Engineering and Inspection Services							
	(6 hrs/day for 45 days; 3 hrs/day for 10 days)				300			300
Sub-totals		0	0		300	0	0	300
Sub-cost		\$ -	\$ -	\$ -	\$ 34,500	\$ -	\$ -	\$ 34,500
Total Man-hours		0	70	0	300	0	14	384
Total Cost		\$ -	\$ 10,150	\$ -	\$ 34,500	\$ -	\$ 910	\$ 45,560

THE STATE OF TEXAS)
)
 COUNTY OF EL PASO) **FIRST AMENDMENT TO
) ENGINEERING SERVICES AGREEMENT
) FOR PROFESSIONAL SERVICES
) (Horizon Mesa Park)**

THIS FIRST AMENDMENT revises the Engineering Services Agreement dated January __, 2020, and is made and effective on the last date written on the signature page, 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 January __, 2020, the parties entered into an Engineering Services Agreement (“Agreement”) for the Engineer to provide professional engineering services to the Town of Horizon City for Pre-Bid, Bid and Construction Phase Services for Horizon Mesa Park (hereafter “Project” or “Park Project”);

WHEREAS, the Project contractor exceeded the anticipated completion date and as a result, the Engineer and its subconsultant have spent additional time and exceeded the original budget for the **Field Engineering and Inspection services** during the Construction Management phase of the Project; and

WHEREAS, the parties now desire to amend the Agreement to increase the compensation for the Project, and such amendment is appropriate as the Engineer is qualified and was selected through the City’s selection procedure, in accordance with all applicable state and local laws and ordinances.

AGREEMENT

NOW, THEREFORE, for the consideration set forth in the Agreement and this Amendment, City and the Engineer agree to further revise the Amendment by adding the following provisions to the Agreement:

Section 1. Article I, Attachments, of the Agreement is hereby amended to add the following:

The attachment below is hereby attached to this First Amendment Agreement to the Agreement for the construction management services for the Project and are incorporated herein by reference for all purposes, as follows:

Attachment "A-1" Horizon Mesa Park – Pre-Bid, Bidding and Construction Phase Services, Additional Services

Section 2. Article II, Project Covered under this Agreement, is hereby amended to add the following:

2.1 The City hereby agrees to retain the Engineer and the Engineer agrees to perform the Additional Professional Services for the Project under this First Amendment. The Project for Engineer's construction management services shall consist of the Additional Services as further described in **Attachment "A-1"**.

Section 3. Section 3.1 and 3.3 of Article II, Engineer Fees and Project Budget, of the Agreement is hereby amended to add the following:

3.1.1 PAYMENT TO ENGINEER. The City shall pay for the Additional Services for the Project based on the pre-established rates in the Agreement and shall be for a total additional Lump Sum fee of [Forty-Seven Thousand Seven Hundred Fifteen and No/100 Dollars (\$47,715.00)]. The amounts listed as fees within the detailed breakdowns of the anticipated and estimated Additional Services are set forth in **Attachment "A-1"**.

13.3.1 ENGINEER'S INVOICES. The Engineer shall bill the City separately for the services under this First Amendment not more often than monthly, through written invoices, in the same manner as set forth in the Agreement. Invoices shall indicate the costs for the various services.

Section 4. Article VI, General Provisions, of the Agreement is hereby amended to add the following:

6.11 Entire Agreement for Project

The Agreement as amended by this First Amendment, 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 as defined herein. The Agreement shall not be amended or modified, except by written amendment, executed by both parties.

6.12 Remaining Agreements and Amendments. All provisions of the Agreement that are not amended herein remain in full force and effect.

[Signature Page to follow]

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

TOWN OF HORIZON CITY:

Ruben Mendoza, Mayor

Dated: October _____, 2020

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Bertha A. Ontiveros
Assistant City Attorney

Teresa Quezada, PhD., CNU-A
CIP Manager

ENGINEER:
Huitt-Zollars, Inc.

By: _____
Isabel Vasquez, Vice President

Dated: October _____, 2020

(Acknowledgements on the following page)

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this ____ day of October 2020, by **Ruben Mendoza**, as **Mayor** of the **Town of Horizon City, Texas**.

Notary Public, State of Texas

My commission expires:

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this ____ day of October 2020, by Isabel Vasquez, as **Vice President** of **Huitt-Zollars, Inc.**

Notary Public, State of Texas

My commission expires:



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: October 23, 2020
To: Honorable Mayor and Members of City Council
From: Michelle Padilla, Planning Director
SUBJECT: On a request for an exception to Chapter 14, Section 602.8 (Exhibit A), Subsection B.7 of the Municipal Code to allow for the sale of alcoholic beverages within 300 feet of a church for property located at 14010 Horizon Boulevard.

An exception request has been received by staff to allow for the sale of alcoholic beverages within 300 feet of a Church. Pig Pend BBQ & Spirits restaurant is looking to locate within an existing single-story shopping center located at 14010 Horizon Boulevard and sale of alcohol is incidental to the restaurant use. Harvest Christian Center is located in the same shopping center.

Section 602.8, subsection B.2 prohibits the sale of alcoholic beverages when the place of business with within three hundred (300) feet of a church. In such instances, the distance between the place of business where alcoholic beverages are sold and a church shall be measured along the property lines of the street fronts and from front door to front door, and in direct line across intersections. Being that the two tenants are within same shopping center, staff is unable to sign off on the applicant's application to the Texas Alcoholic Beverage Commission.

Subsection B.7 of Section 602.8 allows for City Council to grant an exception to the prohibition of the sale of alcoholic beverages within three hundred feet of a **church**, school, commercial day care or public hospital after notice and public hearing if the council determines that the enforcement of the prohibition in a particular instance:

- a. Is not in the best interest of the public;
- b. Constitutes waste or the inefficient use of land or other resources;
- c. Creates an undue hardship on an applicant;
- d. Does not serve its intended purpose;
- e. Is not effective or necessary; or
- f. For any other reason the city council, after consideration of the health, safety, and welfare of the public and the equities of the situation, determines is in the best interest of the community.

Notice of this public hearing was provided to Harvest Christian Center's representative via email and the notice was posted at City Hall. The property owner notified the Church of the request from the restaurant and a letter from the Church expressing their support of the request has been provided and attached for review. A letter from the property owner and the original request from the restaurant's owner are also attached.

PIG PEN BBQ & SPIRITS LLC
3803 Solar Point Lane
El Paso, TX 79938
Artalderete44@yahoo.com

October 14, 2020

Michelle Padilla
Town of Horizon City
14999 Darrington Road
Horizon City, Texas 79928

Re: Request for Exception to Zoning Ordinance

Good Morning Ms. Padilla,

My name is Arturo Alderete. I am the owner of Pig Pen. I submitted the TABC Prequalification Packet to your office last week. I wish to request an exception to allow me to sell alcohol at 14010 Horizon Blvd, Suites F & G, by submission of this letter to your office.

First, let me start by stating that the church is in the same strip mall as is the restaurant/bar. The church was established this year a few suites down from the same suite I leased, which was last known as 4th and Goal. 4th and Goal sold beer and alcohol at the time that the deacon moved into the strip mall. As of today, the sale of beer and alcohol is not an issue with the deacon or his clergy. One might say this restaurant/bar should be grandfathered in since this suite is recognized to the citizens of Horizon as a restaurant/bar. This location is a staple to the community as their place to go unwind and have a good meal along with a drink.

In addition, the growth in Horizon has not been followed by restaurants/bars. There are 2 locations on Eastlake to get wings, burgers, and a drink. Everything else is Mexican Food. Our menu will consist of smoked meats and southern classics, such as fried chicken, catfish and house made salads, (potato, macaroni, coleslaw) which will give Horizon a new taste of the South.

I have renovated the restrooms in this location, stripped the kitchen, the walls and have made a significant investment in tile, equipment, and labor to modernize this restaurant/bar. Our place will be classy. Not your typical restaurant/bar. Our restrooms are being completely renovated with tile and new metal dividers. We want the people of Horizon to be proud of this place, as much as we are, and to come by often to enjoy the great food and a drink at a nice facility. Or they can also order to go and know that this establishment is clean.

The owner of the strip mall, in good faith, leased this suite under the impression that this restaurant/bar was grandfathered in. If this license is not approved, then they will need to rip everything out to build for a different type of business other than a restaurant/bar. I will also not be able to recover the investment that I have made in this facility either.

TABC has guidelines to separate church, schools and establishments selling alcohol. But there are exceptions to this rule. Your office can apply and allow for this exception. The deacon is fine with our company selling alcohol within 300 ft of their establishment. This suite has always been a restaurant/bar and is a staple in Horizon and the location has always been grandfathered in. Horizon needs more restaurants to grow with the ever-expanding housing and people coming into the City of Horizon.

I respectfully ask that you present this request to the Town Council to reconsider your decision for the reasons listed above. Thank you for your time and consideration.

Best Regards,

Art Alderete

Appetizers

- Fried Veggies 6.99
Choice of fried mushrooms, pickles, okra, or zucchini
- Fried Veggies Combo 8.99
Mix of all veggies
- Jalapeno Poppers 7.99
6 Fresh jalapenos stuffed with cream cheese and wrapped in bacon
- Nachos -Half 7.99 Full 12.99
Choose from chicken or brisket
- Basket of fries or onion rings 4.99
- Chili Bowl -Cup 2.99 Bowl 4.99
- Wings 10.99
10 wings served with celery sticks or carrot sticks
- Mac N Cheese -Cup 2.99 Bowl 4.99

Salads

- House Salad \$6.99
- Brisket \$9.99
- Chicken \$9.99
Grilled, Blackened, or Buffalo
- Shrimp \$9.99
Sauteed, Blackened, or Buffalo

Burgers

- Classic Cheese Burger \$8.99
- Southwest Burger \$10.99
*burgers come with fries or onion rings



BBQ Meats

served with pickles, onions & bread upon request

	1/2 lb	1 lb
•Brisket	\$8.99	\$16.99
•Pull Pork	\$5.99	\$10.99
•Chicken	1/2 \$6.99	\$12.99
•Sausage	1/2 \$2.99	\$5.49

Sides

\$2.99

Coleslaw - Potato Salad -
French Fries - Onion Rings -
Southwest Hominy - Red Beans
& Rice, & Baked Potato

Dinner

- 2 Meat Combo \$12.99
Your choice of brisket, pulled pork, Sausage, or chicken & 2 sides
- 3 Meat Combo \$14.99
Your choice of brisket, pulled pork, Sausage, or chicken & 2 sides
- 12oz. Ribeye \$21.99
Your choice of 2 sides

Tacos

\$2.49

- Brisket
- Chicken
- Pulled Pork
- Shrimp

Sandwiches

- Brisket \$9.99
- Pulled Pork \$8.99
- Sausage \$8.99
- Smoked BLT \$7.99
- Buffalo Chicken \$9.99



Harvest Christian Center

Reaching Up to God, Reaching Out to You!

October 15, 2020

Honorable Mayor and Council Members of the Town of Horizon City, Texas

Re: TABC Application by Pig Pen BBQ & Spirits

To Whom It May Concern:

At the time our lease agreement was entered into for Suites M & N in the High Desert Plaza, 14010 Horizon Blvd, we were not opposed to the restaurant in the same strip center selling alcoholic beverages. Now, we understand that our landlord is needing to lease this same facility to another restaurant which intends to also sell alcoholic beverages.

We do not oppose the granting of an exception regarding alcohol sales to Pig Pen BBQ & Spirits restaurant, provided that they obtain a food and beverage permit in conjunction with the TABC license. We understand the restaurant is within 300 feet of our lease space, but we do not anticipate any difficulty with this restaurant being in near proximity to our satellite church facility.

Respectfully,

C. Eddie Lee
Lead Pastor

High Desert Plaza
1600 Hartsdale Unit D
Horizon City, Texas 79928
(915) 490-3387
(915) 497-5001
highdesertplaza@gmail.com

October 20, 2020

Mayor Ruben Mendoza
Town of Horizon City
14999 Darrington Road
Horizon City, Texas 79928

Re: TABC Prequalification for Pig Pen BBQ & Spirits
High Desert Plaza Suites F & G, 14010 Horizon Blvd

Dear Mr. Mayor:

We request that you and the council members approve an exception for Pig Pen BBQ & Spirits under Section 7, Chapter 6 of the Zoning Ordinance of Horizon City, as follows:

Section 7.a. Enforcement is not in the best interest of the public.

There is a lack of dining and entertainment options in Horizon City, particularly regarding dine-in type restaurants. The applicant intends to offer food & beverages other than what is commonly available in Horizon. His intent is to cater to a more mature clientele who enjoy an alcoholic beverage with their meal or to those who desire to spend a relaxing evening out enjoying some cocktails. This location has been licensed by TABC since July 2003 and has been patronized by many Horizon residents over the years.

Section 7.b. Enforcement constitutes waste or the inefficient use of land or resources.

As stated above, the premises has served as an eating & drinking establishment since 2003. It would be wasteful to enforce the ordinance, resulting in the removal the bar and the bar serving area, especially since the location has been known since 2003 as a location serving food and alcohol.

Section 7.c. Enforcement creates an undue hardship on an applicant.

The Applicant has invested considerable time, money and effort into planning and establishing a restaurant serving alcoholic beverages at this location. He plans an extensive remodeling and upgrade of the premises to create a relaxing and inviting dine-in experience.

Section 7.f. For any other reason the city council, after consideration of the health, safety, and welfare of the public and the equities of the situation, determines is in the best interest of the community.

Harvest Christian Center does not object to Pig Pen being licensed for the sale of alcoholic beverages provided that the business obtains a Food & Beverage Permit and operates primarily as a restaurant. Pastor Eddie Lee has provided a written statement to that effect.

The COVID-19 pandemic caused the closure of 4th & Goal Wing House, a situation not anticipated by the owner of that business or the landlord. Without the mandated closures and other restrictions placed on the business, it would have continued in operation. It would be inequitable to enforce this ordinance upon the property owner/landlord and potential tenants because of circumstances beyond their control. Additionally, the previous tenant possessed a food & beverage permit and was classified as a “Blue Gun” permit, indicating under 50% alcohol sales for the premises.


While we value Horizon Christian Center as a tenant, we realize that if they grow as projected, the church will be seeking a larger home in several years. Meanwhile, it is entirely probable that Pig Pen will be equally successful and will continue to occupy its proposed location for many years or, alternatively, it will be occupied by another establishment desiring to sell alcoholic beverages.

Finally, the council should encourage local small business owners to establish themselves in Horizon City. Most are very passionate and knowledgeable about their product. That passion also translates itself in many forms; involvement in community activities, support of local schools, youth athletic teams, civic clubs and more. The sense of community was one of the major pluses highlighted during last year’s Comprehensive Plan review and one that should be promoted & encouraged on all levels by local officials.

For these reasons, we believe that an exception to the 300 foot rule should be granted.

Sincerely,

High Desert Plaza

By: 
John Laemlein
Property Manager

Attachments:

- (1) Letter from Harvest Christian Center
- (2) TABC Public Inquiry (4th & Goal)

STATE OF TEXAS § **FIRST AMENDMENT TO INTERLOCAL**
 § **SUBRECIPIENT GRANT AGREEMENT**
COUNTY OF EL PASO § **BETWEEN THE COUNTY OF EL PASO AND**
 § **AND THE TOWN OF HORIZON CITY FOR THE**
 § **DISTRIBUTION OF FEDERAL CORONAVIRUS**
 § **RELIEF FUNDS**

WITNESSETH

WHEREAS, El Paso County (hereinafter the “County”) and the Town of Horizon City, Texas (hereinafter “City”), previously entered into an interlocal agreement (County Contract #2020-0533) (the “Agreement”) for the City to mitigate the financial burden caused by the COVID-19 pandemic and related to eligible incurred expenses for governmental functions and services which qualify under the CARES Act as compensable expenses by the United States Department of the Treasury; and

WHEREAS, the County and the City desire to amend the Agreement to 1) remove the requirement that 75% of grant funds be spent in the categories of medical expenses, public health expenses and payroll expenses for employees substantially dedicated to mitigating or responding to the public emergency and 2) extend the term of the Agreement to December 30, 2020; and

WHEREAS, Article 14, Section 14.01 of the Agreement provides that any alterations, additions, or deletions to the terms of the Grant Amendment must be documented in writing; and

WHEREAS, regardless of the date signed by the Parties this amendment shall have an effective date of July 1, 2020; and

NOW, THEREFORE, the County and the City, in consideration of the mutual covenants and agreements contained in the Agreement and those set forth herein, do hereby agree to amend the Agreement as follows:

AMENDMENT

ARTICLE 4
CORONAVIRUS RELIEF FUND ELIGIBLE EXPENSES

SECTION 4.03

Section 4.03 of the Agreement shall be deleted and replaced in its entirety by the following:

The City may spend its allocation of Grant funds on any of the categories provided and authorized within U.S. Treasury Guidance.

MODIFICATIONS

The Parties hereby agree that all references to December 1, 2020 in the Agreement shall be changed to December 30, 2020.

The Agreement, except as amended by this First Amendment, remain in effect in all other aspects.

IN WITNESS HEREOF, THE TOWN OF HORIZON CITY AND EL PASO COUNTY have made and executed this Grant Agreement.

TOWN OF HORIZON CITY

EL PASO COUNTY

RUBEN MENDOZA
MAYOR
DATE:_____

RICARDO A. SAMANIEGO
COUNTY JUDGE
DATE:_____

ATTEST/SEAL

ATTEST/SEAL

City Secretary
Date:_____

El Paso County Clerk
Date:_____

APPROVED AS TO LEGAL FORM:

APPROVED AS TO LEGAL FORM

Bertha Ontiveros
City Attorney

Christina R. Sanchez
Assistant County Attorney

APPROVED AS TO CONTENT

Betsy Keller
El Paso County Chief Administrator

STATE OF TEXAS § **INTERLOCAL SUBRECIPIENT GRANT**
 § **AGREEMENT BETWEEN THE COUNTY OF EL**
 § **PASO AND CERTAIN MUNICIPAL JURISDICTIONS**
 COUNTY OF EL PASO § **FOR THE DISTRIBUTION OF FEDERAL**
 CORONAVIRUS RELIEF FUNDS

THIS INTERLOCAL SUBRECIPIENT GRANT AGREEMENT (the “Grant Agreement”) is made by and between the County of El Paso, a political subdivision of the State of Texas (“COUNTY”), duly acting herein by and through the El Paso County Commissioners Court (“Commissioners Court”) and Town of Horizon City, TEXAS (hereafter referred to as the “CITY”), a Texas Municipal Corporation, duly acting herein by and through its CITY Council. COUNTY and CITY may be referred to singularly as a “Party” or collectively as “Parties.” The Parties agree to all the recitals, terms, conditions and representations contained in this Grant Agreement. This Grant Agreement is made pursuant to Chapter 791 of the Texas Government Code.

RECITALS

WHEREAS, funding for this Grant Agreement is appropriated under the Coronavirus Aid, Relief, and Economic Security Act, 2020 (Public Law 116-136) (“CARES Act”) enacted on March 27, 2020, as amended, to facilitate protective measures for and recovery from the public health emergency in areas affected by COVID-19, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.); and

WHEREAS, the CARES Act stipulated that the United States Department of the Treasury would give funding directly to counties with a population greater than 500,000 and COUNTY is in receipt of funds directly from the United States Department of the Treasury as a result of the CARES Act; and

WHEREAS, the CITY has adopted an ordinance extending the Mayor’s declaration of local disaster due to public health emergency and in response to the pandemic COVID-19 and it is the CITY’s intent to continue this declaration during such time as the COUNTY’s disaster declaration remains in effect; and

WHEREAS, through this Grant Agreement, COUNTY has provided a mechanism for certain cities located within the borders of El Paso County, Texas to seek reimbursement for certain COVID-19 expenses and expenditures; and

NOW, THEREFORE, upon and in consideration of the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1
PURPOSE

- 1.01 The purpose of this Grant Agreement is to provide certain per capita funding rates set forth in Exhibit A, of which 20% will be paid within ten (10) calendar days from the execution of this Agreement, and if eligible the remaining 80% on a reimbursable basis once per month until the end of the term of this Agreement to CITY in order to mitigate financial burden caused by COVID-19 pandemic and related to eligible incurred expenses for governmental functions and services which qualify under the CARES Act as compensable expenses by the United States Department of the Treasury, as more specifically described herein (“Purpose”).

ARTICLE 2
TERM AND TERMINATION

- 2.01 Term. The term of this Grant Agreement shall begin as of the date of the last signature set forth below and terminate on December 1, 2020 (the “Term”).
- 2.02 Termination.
- i) COUNTY may, at its sole discretion, terminate this Grant Agreement, without recourse, liability or penalty against COUNTY, upon written notice to CITY.
 - iii) COUNTY and CITY may mutually agree to terminate this Agreement. COUNTY in its sole discretion will determine if, as part of the general termination, CITY is required to return any or all of the disbursed grant funds.
 - iv) Fund Requests. The County may terminate this Agreement if the COUNTY determines that the CITY submitted false or inaccurate information in the CITY’s request for funds. The CITY will repay to the County any funds received by the CITY under this Agreement in violation of any Granting Agency requirements.
 - v) Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this Agreement, including those remedies listed at 2 C.F.R. 200.207 and 2 C.F.R. 200.338 – 200.342. Following termination by COUNTY, CITY shall continue to be obligated to COUNTY for the return of grant funds in accordance with applicable provisions of this Agreement. In the event of termination under this Section, COUNTY’s obligation to reimburse CITY is limited to allowable costs incurred and paid by the CITY prior to the effective date of termination, and any allowable costs determined by COUNTY in its sole discretion to be reasonable and necessary to cost-effectively wind up the grant. Termination of this Agreement for any reason or expiration of this Agreement shall not release the Parties from any liability or obligation set forth in this Agreement that is expressly stated to survive any such termination or expiration.

ARTICLE 3
LEGAL AUTHORITY

- 3.01 CITY certifies that it possesses all legal authority necessary to apply for and receive funds pursuant to this Grant Agreement. A resolution, motion or similar action has been or will be duly adopted or passed as an official act of CITY's governing body, authority the approval of this Grant Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative, or their designee of the organization to act in connection with the application and to provide such additional information as may be required.

ARTICLE 4
CORONAVIRUS RELIEF FUND ELIGIBLE EXPENSES

- 4.01 The Coronavirus Relief Fund was provided to federal, state and local governments to offset unbudgeted expenses related to responding to the COVID-19 pandemic. Federal funds may only be used to cover costs that: i) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); ii) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the state or government; and iii) were incurred during the period that began on March 1, 2020, and ends on December 30, 2020.
- 4.02 The United States Department and Treasury has provided additional guidance on the permissible use of grant funds, including nonexclusive examples of eligible expenses in the following categories, and may release additional guidance in the future (<https://home.treasury.gov/policy-issues/cares/state-and-local-governments>; <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>; <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf>):
- a) Medical expenses;
 - b) Public health expenses;
 - c) Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency;
 - d) Expenses of actions to facilitate compliance with COVID-19 related public health measures;
 - e) Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency; and
 - f) Any other COVID-19 related expenses reasonably necessary to the function of government that satisfy.
- 4.03 **For purposes of this Agreement, CITY agrees that a minimum 75% of its allotment will be spent in the categories of medical expenses, public health expenses and payroll expenses for employees substantially dedicated to mitigating or responding to the**

public emergency. The remainder of the allotment may be spent in any of the categories provided within the Treasury guidance.

- 4.04 The following uses for funding are prohibited unless authorized by federal law enacted after the CARES Act. Grant funding shall not be used to:
- a) Fill shortfalls in government revenue to cover expenditures that would not otherwise qualify. Revenue replaced is not a permissible use of these grant funds;
 - b) Damages covered by insurance;
 - c) Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency;
 - d) Duplication of benefits including expenses that have been or will be reimbursed under any other federal program;
 - e) Reimbursement to donors for donated items or services;
 - f) Workforce bonuses other than hazard pay or overtime;
 - g) Severance pay; or
 - h) Legal settlements.

ARTICLE 5
FINANCIAL REQUIREMENTS AND PAYMENT

- 5.01 The maximum amount of funding that will be available to CITY for expenses which are eligible for reimbursement shall be calculated on a rate of \$55.00 per capita utilizing 2018 population, set out in the attached **Exhibit A**. All calculations performed under this Grant Agreement to determine maximum funding available to CITY shall be performed by COUNTY and its final calculation shall be conclusive. Any funding allocated but unused by CITY as of December 1, 2020 shall be repurposed by COUNTY for any eligible COUNTY purpose.
- 5.02 CITY is responsible for complying with federal guidelines as well as any additional guidelines stipulated by COUNTY. Failure to comply with federal guidelines or requirements of COUNTY may result in recapture of funds allocated to CITY and/or denial of reimbursement requests.
- 5.03 CITY will be compensated in two distributions: 20% of allotted funds or TWO HUNDRED SIXTEEN THOUSAND AND SIXTY-TWO DOLLARS (\$216,062.00) payable within ten (10) calendar days from execution of this Agreement (“First Disbursement”) and 80% or EIGHT HUNDRED SIXTY-FOUR THOUSAND TWO HUNDRED FORTY-EIGHT DOLLARS (\$864,248.00) (“Reimbursable Disbursements”) on a reimbursable basis once per month until the end of the term of this Agreement. Reimbursable Disbursements are contingent on full reporting of funds expended under the First Disbursement to COUNTY of expenses incurred. If COUNTY determines that sufficient progress is not made towards expenditures of advanced funds and/or CITY fails to meet financial reporting obligations, CITY will not receive the Reimbursable Disbursements of grant funds.
- 5.04 If COUNTY determines that the CITY has been overpaid any grant funds under this Agreement, including payments made inadvertently or payments made but later

determined to not be actual and allowable allocable costs, the CITY shall return to COUNTY the amount identified by COUNTY as an overpayment. The CITY shall refund any overpayment to County within thirty (30) calendar days of the receipt of the notice of overpayment from County unless alternate payments plan is specified by COUNTY.

- 5.05 Recapture of Funds. The discretionary right of COUNTY to terminate for convenience under Article 2 notwithstanding, COUNTY shall have the right to terminate the Agreement and to recapture, and be reimbursed for any payments made by COUNTY: (i) that are not allowed under applicable laws, rules, and regulations; or (ii) that are otherwise inconsistent with this Agreement, including unapproved expenditures.
- 5.06 Liquidation Period. Grant funds will liquidate by December 1, 2020. Funds not obligated by the end of the grant period and not expended by the liquidation date will revert to the COUNTY.
- 5.07 Project Close Out. County will close-out the grant award when it determines that all applicable administrative actions and all required work of the grant have been completed by the CITY. The CITY must submit all financial, performance, and other reports as required by the terms and conditions of the grant award. The CITY must promptly refund any balances of unobligated grant funds that COUNTY paid in advance or paid and that are not authorized to be retained by the CITY.
- 5.08 CITY certifies compliance with these eligible expenses by executing the CARES Act Coronavirus Relief Fund Eligibility Certification Form in **Exhibit C**, which is attached hereto and incorporated for all purposes.
- 5.09 CITY is responsible for the integrity of the fiscal and programmatic management of the grant project; accountability for all funds awarded; and compliance with applicable federal and state laws and regulations.
- 5.10 The CITY will maintain an appropriate grant administration system to ensure that all terms, conditions and specifications of the grant are met.
- 5.11 All underlying eligible expenditures must be incurred by December 1, 2020. All necessary submissions for reimbursement must be received by COUNTY no later than the close of business on December 1, 2020, using the form in the attached **Exhibit B**. For purposes of this Grant Agreement, a cost is "incurred" when CITY has expended funds to cover the cost.
- 5.12 Reimbursable Disbursements requests must contain documentation deemed necessary for adequate fiscal control. Reimbursement requests should include, but are not limited to original invoices, receipts, receiving documentation, contracts, proof of payment, timesheets, etc.

County pays by check upon satisfactory delivery and acceptance of items listed in Section 5.12 and submissions of a correct and completed invoice to the address below:

Reimbursement requests shall be submitted monthly with the final submission on or before December 1, 2020 and supporting documentation should be transmitted to:

By mail: Office of the El Paso County Auditor
Attn: Edward Dion
County Administrative Offices
800 E. Overland, Room 406
El Paso, Texas 79901

For expedited requests please submit via email to: edion@epcounty.com

- 5.13 All reimbursement decisions are to be reviewed and approved by the Auditor. The decision of the Auditor as to the final amount eligible for reimbursement or whether a particular submitted expense is eligible for reimbursement request will cause the reimbursement to be revised or delayed. CITY will be responsible to furnish any additional documents requested by the Auditor to substantiate the reimbursement request. If the information is not provided within five (5) business days, the reimbursement request may not be considered for reimbursement. COUNTY will not be obligated to consider any submission for reimbursement received after the close of business on December 1, 2020.

ARTICLE 6
FEDERAL FUNDING AND RETURN OF FUNDING

- 6.01 CITY acknowledges that federal funds will be used to fund this Grant Agreement. CITY will comply with all applicable federal law, regulations, executive orders, policies, procedure, guidance and directives which may be, or after execution become applicable to this Grant Agreement and that any such changes shall be automatically incorporated into this Grant Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law. This shall include compliance with all requirements of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards codified under Title 2 of the Code of Federal Regulations part 200 as may be amended, including all appendixes (“**OMB Requirements**”). The CITY must refer to Title 2 of the Code of Federal Regulations part 200 for all requirements. Further, the CITY understands that the COUNTY must also comply with the OMB requirements and the COUNTY depends on the CITY’s cooperation in order to comply with such OMB requirements. As such, the CITY will perform any obligations reasonably requested by the COUNTY that are necessary to ensure that the COUNTY complies with the OMB requirements.
- 6.02 Should CITY fail to comply or if federal agencies or authorities having jurisdiction over the funding subsequently determine that the funding was used improperly or that a payment was made but later determined to not be actual or allowable costs CITY warrants that it will return to COUNTY the amount identified as improperly used or not allowable, whether

during the TERM of this Grant Agreement or after. CITY shall refund any such payment to COUNTY within thirty (30) calendar days of the receipt of the notice from COUNTY.

6.03 Following is additional information concerning the funding for this Grant Agreement:

- a) Federal Award Date: March 27, 2020;
- b) Name of Federal Awarding Agency: United States Department of the Treasury; and
- c) CFDA Number 21.019.

ARTICLE 7
DISCRETIONARY GRANT OF FUNDS

7.01 CITY acknowledges that it has no right or entitlement to any amount of funding received by COUNTY under the CARES Act. COUNTY has the sole right to determine whether to distribute funding, in what amount, and to what expenses it shall consider as eligible for reimbursement, based on guidance issued by the United States Department of the Treasury. COUNTY will issue Reimbursable Disbursements in the manner it deems most effective to accomplish the purposes for which this Grant Agreement was entered into and only for those expenses which COUNTY, in its sole discretion, determine are eligible.

ARTICLE 8
PUBLIC INFORMATION

8.01 Notwithstanding any provisions of this Grant Agreement to the contrary, CITY acknowledges that COUNTY and this Grant Agreement are subject to the Texas Public Information Act, Texas Government Code Chapter 552 (the "PIA"). CITY acknowledges that COUNTY will comply with the PIA, as interpreted by its legal counsel based on judicial opinions and opinions of the Attorney General of the State of Texas.

8.02 CITY acknowledges that information created or exchanged in connection with this Grant Agreement, is subject to the PIA, whether created or produced by CITY or any third party, and CITY agrees that information not otherwise excepted from disclosure under the PIA, will be available in a format that is accessible by the public at no additional charge to COUNTY. CITY will cooperate with COUNTY in the production of documents or information responsive to a request for information

ARTICLE 9
COOPERATION WITH MONITORING, AUDITS, AND RECORDS REQUIREMENTS

9.01 All records and expenditures are subject to, and CITY agrees to comply with, monitoring and/or audits conducted by the United States Department of the Treasury's Inspector General, other federal agencies or offices, or the County Auditor or his designee. CITY shall maintain under GAAP or GASB, adequate records that ensure proper accounting for all costs and performances related to the Grant Agreement.

- 9.02 If CITY expends \$750,000 or more in federal funds in a fiscal year, it may be subject to Single/Audit Requirements in 2 CFR, Part 200, Subpart F – Audit Requirements, at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/0cfr200_main_02.tpl, and subject to the requirements in the Texas Single Audit Circular, at <https://comptroller.texas.gov/purchasing/docs/ugms.pdf>. The audit must be completed and the data collection and reporting package described in 2 CFR 200.512 must be submitted to the Federal Audit Clearinghouse (FAC) within 30 calendar days after receipt of the auditor’s report(s), or nine months after the end of the audit period, whichever is earlier.
- 9.03 If any audit, monitoring, investigations, review of awards, or other compliance review reveals any discrepancies, inadequacies, or deficiencies which are necessary to correct in order to maintain compliance with this Grant Agreement, the CARES Act, United States Department of Treasury Guidelines applicable to CARES funding, other applicable laws, regulations, or CITY’s obligations hereunder, CITY agrees to correct such discrepancies or inadequacies within thirty (30) calendar days after CITY’s receipt of the findings.
- 9.04 CITY shall maintain appropriate records for the periods required by law to provide accountability for all expenditures of grant funds, reporting measures, and funds received from COUNTY under this Grant Agreement. Records maintained by CITY to permit an audit of its accounting systems and payment verification with respect to the expenditure of any funds awarded under this Grant Agreement.

ARTICLE 10
PROCUREMENT PRACTICES AND POLICES

- 10.01. The CITY must follow applicable federal and state law, federal procurement standards specified in regulations governing federal awards to no-federal entities, their established policy, and best practices for procuring goods or services with grant funds. Procurement activities must follow the most restrictive of federal, state, and local procurement regulations. Contracts must be routinely monitored for delivery of services or goods.

ARTICLE 11
POLITICAL ACTIVITIES

- 11.01 Unless specifically authorized to do so by federal law, CITY is prohibited from using grant funds directly or indirectly for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get out the vote campaigns.
- 11.02 CITY officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.

- 11.03 Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.
- 11.04 Funding received under this Grant Agreement may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.
- 11.05 As applicable, the CITY and each contracting tier will comply with 31 USC § 1352, which provides that none of the funds provided under an award may be expended by the grantee to pay any person to influence, or attempt 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 any Federal action concerning the award or renewal. CITY shall file the required certification attached hereto and incorporated for all purposes as **Exhibit D**. Each contracting tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

ARTICLE 12 **REMEDIES**

- 12.01 If COUNTY determines that CITY has failed to comply with any term of this Grant Agreement, whether stated in a federal or state statute or regulation, an assurance, in this Grant Agreement, in guidance issued by federal authorities or subsequently issued by federal authorities, or that a reimbursement or request for reimbursement is not authorized under the CARES Act, COUNTY, in its sole discretion, may pursue any combination of the following remedies:
- i) withhold payments pending correction of any deficiency;
 - ii) disallow or deny reimbursement of funds for all or part of the cost of an activity or action not in compliance with this Grant Agreement;
 - iii) disallow claims for reimbursement not authorized by the CARES Act;
 - iv) wholly or partially suspend or terminate this Grant Agreement;
 - v) in accordance with Section 6.02, require return or recapture of any funding provided;
 - vi) terminate this Agreement;
 - vii) impose a corrective action plan;
 - viii) withhold further awards; or
 - ix) take other remedies or appropriate actions.

ARTICLE 13 **SEVERABILITY**

- 13.01 If any provisions of this Grant Agreement are rendered or declared illegal for any reason, or shall be invalid or unenforceable, such provisions shall be modified or deleted in such manner so as to afford the part for whose benefit it was intended the fullest benefit commensurate with making this Grant Agreement, as modified, enforceable, and the remainder of this Grant Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

ARTICLE 14
AMENDMENT

- 14.01 Any alternations, additions, or deletions to the terms of this Grant Agreement must be documented in writing and signed by both Parties to be binding. Notwithstanding this requirement, it is understood and agreed by the Parties hereto, that changes in local, state and federal rules, regulations or laws applicable hereto, may occur during the term of this Grant Agreement and that any such changes shall be automatically incorporated into this Grant Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

ARTICLE 15
INTERPRETATION

- 15.01 To the extent the terms and conditions of this Grant Agreement do not address a particular circumstances or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this Grant Agreement and in call cases, according to its fair meaning. The Parties acknowledge that each Party and its counsel have reviewed this Grant Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Grant Agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the Grant Agreement.

ARTICLE 16
SURVIVABILITY

- 16.01 Notwithstanding any expiration or termination of this Grant Agreement, the rights and obligations pertaining to the close-out, cooperation and provision of additional information, return of grant funds, audit rights, records retention, public information, and any other provision implying survivability shall remain in effect after the expiration or termination of this Grant Agreement.

ARTICLE 17
SOVEREIGN IMMUNITY

17.01 It is expressly understood and agreed that in the execution of this Grant Agreement, neither of the Parties waives or shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers or functions.

ARTICLE 18
TEXAS LAW TO APPLY

18.01 This Grant Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the Parties created hereunder are performed in El Paso County, Texas.

ARTICLE 19
PRIOR AGREEMENTS SUPERSEDED

19.01 This Grant Agreement constitutes the sole and only agreement of the Parties hereto and supersedes all prior understandings or written or oral agreements between the Parties with respects to the subject matter of the Grant Agreement.

ARTICLE 20
DELEGATION AND ASSIGNMENT

20.01 Neither Party may delegate the performance of any contractual obligation to a third party, unless mutually agreed in writing. A Party of this Grant Agreement may not assign its rights, privileges and obligations under this Grant Agreement in whole, or in part, without the prior written consent of the other Party. Any attempt to assign without such approval shall be void.

ARTICLE 21
NOTICES

21.01 All notices required or permitted herein shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage, prepaid, registered or certified mail, return receipt requested, to the Party's office or usual mailing address. For the purpose of notice, the addresses of the Parties shall be as follows:

TO COUNTY: El Paso County Judge Ricardo A. Samaniego
 500 East San Antonio, Suite 301
 El Paso, Texas 79901

AND Office of the El Paso County Auditor
 Attn: Edward Dion
 County Administrative Offices
 800 E. Overland, Room 406

El Paso, Texas 79901
Via email: edion@epcounty.com

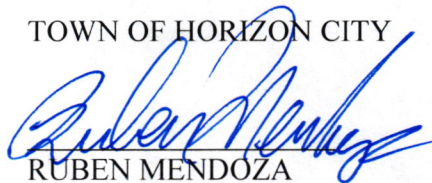
TO CITY: Town of Horizon City
Attn: Mayor Ruben Mendoza
14999 Darrington Road
Horizon City, Texas 79928

**ARTICLE 22
CURRENT REVENUES**

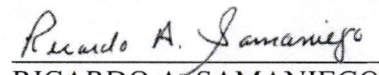
22.01 Each Party paying for the performance of governmental functions or services will make those payments from current revenues then available to the paying Party.

IN WITNESS HEREOF, THE TOWN OF THE CITY OF HORIZON AND EL PASO COUNTY have made and executed this Grant Agreement in duplicate originals on the date of the last signature below.


TOWN OF HORIZON CITY


RUBEN MENDOZA
MAYOR
DATE: 7-14-2020

EL PASO COUNTY

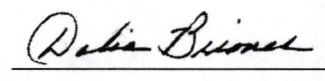

RICARDO A. SAMANIEGO
COUNTY JUDGE
DATE: 7/2/2020

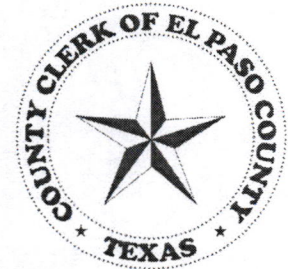
ATTEST/SEAL


Elvia Schuller
CITY Secretary
Date: 7-14-2020

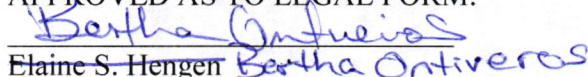


ATTEST/SEAL

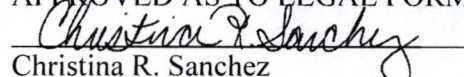

Delia Briones
El Paso County Clerk
Date: 7/2/2020



APPROVED AS TO LEGAL FORM:


~~Elaine S. Hengen~~ Bertha Ontiveros
Assistant City Attorney

APPROVED AS TO LEGAL FORM


Christina R. Sanchez
Assistant County Attorney

APPROVED AS TO CONTENT



Betsy Keller
El Paso County Chief Administrator

EXHIBIT A

Name	Population	\$11.00	\$44.00	Total
Town of Horizon City	19,642	\$216,062.00	\$864,248.00	\$1,080,310.00

EXHIBIT C
CARES ACT CORONAVIRUS RELIEF FUND ELIGIBILITY CERTIFICATION

I, Ruben Mendez am the Mayor/CITY Manager of the town of Horizon City ("CITY") and I certify that:

1. I have the authority on behalf of CITY to request grant payments from El Paso County for federal funds appropriate pursuant to section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
2. I understand that COUNTY will rely on this certification as a material representation in making grant payments to CITY.
3. I acknowledge that CITY should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 601(d) of the Social Security Act.
4. I acknowledge that all records and expenditures are subject to audit by the United States Department of the Treasury's Inspector General or the El Paso County Auditor's Office, or designee.
5. I acknowledge and agree that CITY shall be liable for any costs or expenses disallowed pursuant to financial or compliance audit of funds received and will repay those funds to COUNTY within thirty (30) days of receiving notice from COUNTY.
6. I acknowledge that if CITY has not used funds it has received to cover costs that were incurred by December 1, 2020 those funds must be returned to the United States Department of the Treasury and will have all requests for reimbursement submitted on or before the period identified in the Grant Agreement.
7. I acknowledge that CITY's proposed uses of the funds provided as grant payments from COUNTY originate from federal appropriation under section 601 of the Social Security Act and will be used only to cover those costs or expenses that:
 - a. Are necessary expenditures incurred due to the public health emergency resulting from the Coronavirus Disease 2019 (COVID-19);
 - b. Were not accounted for in the budget most recently approved as of March 27, 2020, for CITY; and
 - c. Were incurred during the period that begins on March 1, 2020 and ends on September 30, 2020.

In addition to each of the statements above in this Exhibit C, I acknowledge on submission of this certification that my jurisdiction has incurred eligible expenses between March 1, 2020 and the date noted below.

By: Ruben Mendez
Signature: [Handwritten Signature]
Title: Mayor
Date: 7-14-20

State of Texas

County of El Paso

Sworn and subscribed before me on the 14th day July, 2020 by Elvia Schuller

(Personalized Seal)



Notary Public Signature

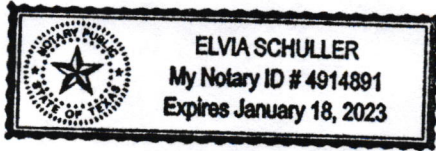


EXHIBIT D
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grans, Loans, and Cooperative Agreements

The undersigned grantee, CITY of Horizon, certifies, to the best of his or her knowledge that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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.
2. If any funds other than Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents and for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). 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.

The grantee, CITY of Horizon, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, grantee understands and agrees that the provisions of 31 U.S.C. Sec. 3801 et seq. apply to his certification and disclosure, if any.

By: Ruben Mendez
Signature: [Handwritten Signature]
Title: MAYOR
Date: 7-14-20

Horizon City Covid Orders

Will employees be expecting any changes or modified work schedules due to influx of cases?
What measures will the City take as the positive cases continue to rise?

Exploring Cares Act Funding Options

One Time BookMobile/Book Drive

Community/Care package Giveaway (Horizon City merch, t-shirts, face masks, etc.)

Virtual Events/Contests -Youth Art Contest

Senior Center Disabled Group Care Packages

Turkey Basket Donation in ??? amount in lieu of Christmas Parade entry fee

Purchase Portable Ionizer Filters for City Hall/Police/Dispatch Offices

Compensation Pay due to Covid-19 exposure for employees

Purchase of equipment/vehicles...ex. Street Sweeper

Building Maintenance

Police Department/Municipal Court Building

- Can we could use funds for permanent CIP improvements like trail lighting?
- El Paso acquired 5 buildings with Covid money. Can we do something similar?
- Can we use Covid funds to expand testing in Horizon City?