



HORIZON CITY

Incorporated 1988

**AGENDA
PUBLIC MEETING
SPECIAL CITY COUNCIL MEETING
THE TOWN OF HORIZON CITY, TEXAS
Monday, April 26, 2021, 6:00 PM**

Notice is hereby given that a Special City Council Meeting of the Town of Horizon City, Texas will be held on **Monday, April 26, 2021 at 6:00 PM** at Virtual Meeting , at which time the following will be discussed and considered:

**** OPEN MEETINGS DURING COVID-19 EMERGENCY DISASTER PERIOD ****

After declaring a state emergency on March 16, 2020, Governor Greg Abbott temporarily suspended certain requirements of the Texas Open Meetings Act that require governmental officials and the public to be physically present at the public meeting location in order to reduce face-to-face contact and mitigate the spread of COVID-19.

Participation by members of the public is welcome. To participate in public comment, interested members of the public **MUST** sign up prior to the meeting by emailing citycouncilmeetings@horizoncity.org or calling (915) 852-1046, EXT #106, or submit their comment or question by emailing citycouncilmeetings@horizoncity.org and the comments will be read during the Open Forum or the appropriate agenda item.

An electronic copy of the meeting agenda materials will be posted on our City Website at the following link:
<https://v3.boardbook.org/Public/PublicHome.aspx?ak=1001244>.

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=m11a42dbc1a9947557661a3ac3393410a>

Meeting number (access code): 182 108 9129

Meeting password: QHvrm4p6ga2

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:	3
April 13, 2021 Regular City Council Meeting	
4. Request to Excuse Absent Council Members:	
REGULAR AGENDA	
5. Discussion and Action:	7
Mayor/CIP Manager	
On a Resolution authorizing the Mayor to sign an Interlocal Agreement between the Town of Horizon City and Reinvestment Zone Number One Town of Horizon City regarding the City's Participation, Cost Allocation and Reimbursement for Reinvestment Zone.	
6. Discussion and Action:	16
Mayor/Planning Director	
On the award of Solicitation No. 2021-006PW Parks and Grounds Maintenance for May and June 2021, to Abescape Landscaping, LLC, as the lowest responsive, responsible bidder, in the amount of \$48,800.00. As part of this award, upon review of the City Attorney, the Mayor be authorized to sign any and all documents necessary for execution of this award.	
7. 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:

Motion to Adjournment: _____ 2nd _____

Dated this Friday, 4/23/21

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, 4/23/21 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, April 13, 2021, 6:00 PM**

Notice is hereby given that a Regular City Council Meeting of the Town of Horizon City, Texas was held on **Tuesday, April 13, 2021 at 6:00 PM**, at Virtual Meeting, at which time the following was discussed and considered:

The Town Council and staff participated in this meeting via videoconferencing or telephone conference.

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:

March 9, 2021 Regular City Council Meeting

4. Discussion and Action:

Mayor/CIP Manager

On an update on the Capital Improvement Program.

5. Discussion and Action:

Mayor/CIP Manager

On the appointment of Sandra Esqueda to the Economic Development Corporation Board of Directors.

6. Discussion and Action:

Mayor/Chief McConnell

On the approval of the Mayor to sign the Master Customer Agreement and Equipment Purchase and Software License Addendum for the purchase of a Motorola Solutions/Watchguard Video server for the police department for \$18,400.50 using Texas Department of Information Resources contract DIR-TSO-4163 with the funds coming from the federal asset forfeiture line item.

7. Request to Excuse Absent Council Members:

Mayor Ruben Mendoza requested items #4, 6 & 7 be pulled and heard under the regular agenda.

A motion was made by Alderman Ortega and seconded by Alderman Duran to pull item # 4, 6 & 7 and be heard under the regular agenda and approve the remainder of the Consent Agenda. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Not Present. Motion passed.

REGULAR AGENDA

4. **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 Alderman Miller and seconded by Alderman Renteria to accept the CIP report as presented. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Not Present. Motion passed.

6. **Discussion and Action:**

Mayor/Chief McConnell

On the approval of the Mayor to sign the Master Customer Agreement and Equipment Purchase and Software License Addendum for the purchase of a Motorola Solutions/Watchguard Video server for the police department for \$18,400.50 using Texas Department of Information Resources contract DIR-TSO-4163 with the funds coming from the federal asset forfeiture line item.

Police Chief, Mike McConnell spoke regarding this item.

A motion was made by Alderman Ortega and seconded by Alderman Miller to approve the Mayor signing the Master Customer Agreement and Equipment Purchase and Software License Addendum for the purchase of a Motorola Solutions/Watchguard Video server for the police department for \$18,400.50 using Texas Department of Information Resources contract DIR-TSO-4163 with the funds coming from the federal asset forfeiture line item. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Not Present. Motion passed.

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

All City Council Members present. No action required or taken.

8. **PRESENTATION:**

Mayor/CIP Manager

On the Horizon Regional Municipal Utility District's May 2021 Bond Election.

HR MUD Board President, Bob Jarvis and TRE & Assoc. President, Linda Troncoso spoke regarding this item.

9. **Discussion and Action:**

Mayor/Finance Director

On the acceptance of findings of Town of Horizon City audit prepared by SBNG, PC for FY2020.

SBNG CPA, Tello Cabrera spoke regarding this item.

A motion was made by Alderman Duran and seconded by Alderman Padilla to accept the findings of Town of Horizon City audit prepared by SBNG, PC for FY2020. 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 a Resolution authorizing the Mayor to sign Change Order #5 and related documents regarding 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 spoke regarding this item.

A motion was made by Alderman Duran and seconded by Alderman Renteria to approve the Resolution authorizing the Mayor to sign Change Order #5 and related documents regarding 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. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

11. **Discussion:**

Mayor/CIP Manager

On N. Darrington Reconstruction Project.

CIP Manager, Terry Quezada spoke regarding this item.

12. **Discussion and Action:**

Mayor/Planning Director

On the final and recording plat applications for the Rancho Desierto Bello Unit Thirteen subdivision (SUB002464-2021), legally described as a portion of Leigh Clark Survey 297, and Section 43, Block 78, Township 3, Texas and Pacific Railroad Company, Town of Horizon City, El Paso County, Texas and authorizing the Mayor sign the recording plat and finalize negotiations on and execute the Subdivision Construction Agreement and Developer Participation Agreement for the parkland dedication requirements. Application submitted by TRE & Associates, L.L.C.

Planning Director, Michelle Padilla spoke regarding this item.

A motion was made by Alderman Padilla and seconded by Alderman Ortega to approve the final and recording plat applications for the Rancho Desierto Bello Unit Thirteen subdivision (SUB002464-2021).

Alderman Padilla amended his motion to include – “subject to staff comments”. Alderman Ortega seconded the amended motion. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

13. **Discussion:**

Mayor/Planning Director

On an update on the City's Parks and Grounds Maintenance Contract.

Planning Director, Michelle Padilla spoke regarding this item.

14. **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 Duran and seconded by Alderman Garcia to adjourn at 7:38 PM.

Approved this ____ day of _____, 20__.

Attest:

Elvia Schuller, City Clerk

Ruben Mendoza, Mayor

Town of Horizon City Agreement Regarding Participation, Cost Allocation and Reimbursement for Reinvestment Zone Number One Town of Horizon City

This Interlocal Agreement (“Agreement”) is made and entered into by and between the **Town of Horizon City, Texas (“City”)** and **Reinvestment Zone Number One Town of Horizon City (“Zone)** on the ____ day of _____, 2021 to memorialize the manner in which the City will participate in projects within the Zone, contribute financially and in kind and be entitled to reimbursement for funds advanced.

WHEREAS, the City pursuant to Ordinance **No. 0264** adopted, created, designated, and established the Zone;

WHEREAS, the City has committed to constructing a Transit Oriented Development/ Town Center and to site municipal facilities within the boundaries of the Zone;

WHEREAS, the City has committed to making in-kind contributions to advance the purposes of the Zone;

WHEREAS, the City has expended specific funds for the creation and administration of the Zone;

WHEREAS, the City has agreed to contributing on hundred percent (100%) of the tax increment generated by the Zone to the TIRZ;

WHEREAS, the City and its residents will both benefit from the development and improvements that will be paid for by the Tax Increment funds;

WHEREAS, the City **will contribute** specific costs for the development of the Transit Oriented Development/Town Center and other TIRZ projects and will be reimbursed with Tax Increment Funds;

WHEREAS, the purpose of this Agreement is to specify how allocated funds will be distributed to each party;

WHEREAS, the City shall not be obligated to contribute additional funds to the TIRZ Projects other than those specifically designated by the City Council;

WHEREAS, the parties desire to provide a framework for the expenditure of funds dedicated to the TIRZ projects by each Party;

NOW, THEREFORE, the City and TIRZ, in consideration of the terms, conditions, and covenants contained herein, hereby agree as follows:

ARTICLE I

TERM OF AGREEMENT

1.1 Term. The term of this Agreement (“Term”) shall be until December 31, 2023. This Agreement may be extended for up to twenty years by Agreement of all Parties.

1.2 Annual Review. Parties hereby agree to annually revisit and review this agreement by July 1st of each year to reaffirm Parties’ goals and commitments and to consider amendments that reflect altered circumstances.

ARTICLE II

DEFINITIONS

2.1 In addition to any terms defined in the body of this Agreement, the following terms shall have the definitions ascribed to them as follows:

Tax Increment. Tax Increment means the amount of property taxes levied and collected by the City on the Captured Appraised Value of real property taxable by the City and located in the Zone.

Captured Appraised Value. Captured Appraised Value in a given year means the total appraised value, less any applicable exemptions, of all TIRZ real property taxable by the City for that tax year less the Tax Increment Base.

City Tax Increment will be that amount paid by the City into the Tax Increment Fund.

Creation Cost. Costs the City incurred creating the TIRZ.

Act means the Tax Increment Financing Act, as amended, and as codified as Chapter 311 of the Texas Tax Code.

Project Management and Coordination Costs are costs incurred in management of the TIRZ projects as a whole or to multiple projects within the TIRZ, but not readily attributable to a single project.

Project Plan means the project plan for the TIRZ as adopted by the TIRZ Board and the Town of Horizon City along with amendments to this plan that are adopted by the Board of Directors of TIRZ Number One and approved by the City Council of the Town of

Horizon City from time to time. The Project Plan includes maps of all property in the Zone.

Reimbursable Costs are costs incurred by the City in furtherance of the TIRZ projects. Reimbursable Costs do not include Creation Cost as defined above. Reimbursable Costs only relate to direct costs incurred by the parties in relation to the planning and assessment phase of any project, to include attorney's fees incurred in the drafting and revising said agreements, together with the allocable share of Project Management and Coordination costs, and do not include the reimbursement of actual construction and/or implementation costs of any project beyond the planning and assessment phase unless agreed to in a separate Interlocal Agreement.

Tax Increment Fund (TIF) means that fund created by the City pursuant to Section 311.014 of the Act and the Ordinance, which will be maintained by the City, and into which all revenues of the TIRZs will be deposited, including deposits of Tax Increment by the City and by such other taxing units with jurisdiction over real property in the TIRZs that may enter into agreements for such contributions.

TIRZ Board means the governing board of directors of the TIRZs appointed in accordance with Section 311.009 of the Act, the Ordinance, and this Agreement.

TIRZ means the Tax Increment Reinvestment Zone Number One approved by the town of Horizon City pursuant to Ordinance No. _____.

2.2 Terms other than those defined above shall: (1) have their meanings as given in Chapter 311, Texas Tax Code; or (2) if not so defined, their usual and ordinary meanings.

2.3 References to state statutes shall include amendments to those statutes that are duly enacted from time to time.

ARTICLE III

OBLIGATIONS OF THE TIRZ BOARD

3.1 The TIRZ Board agrees to keep an accurate accounting of expenditures on each project concerning the Parties and to accurately report those expenditures to the Parties.

3.2 The TIRZ Board agrees to provide access to any accounting of the TIRZ to the other parties to this Agreement.

3.3 The TIRZ Board agrees to keep an accurate accounting of Project Management Coordination Costs and related costs associated with all projects concerning the Parties.

3.4 The TIRZ Board agrees to keep an accurate accounting of tax increments paid by Parties into the Tax Increment Fund or paid for specific costs.

3.5 The TIRZ Board agrees to consider the provisions of this Agreement when expending funds dedicated to the TIRZ projects and when requesting additional funding, if any, from any Party.

3.6 If requested by the City, the TIRZ Board will reimburse the City for Creation Expenses as funds become available in the Tax Increment Fund. The TIRZ Board may, at its discretion reimburse the City in one lump sum or defer payment until such time as there are sufficient funds to make reimbursement and continue operation of the Zone.

3.7 The TIRZ Board may engage the City to act as fiscal agent for the TIRZ and will, if requested by the City, reimburse the City for the services. Otherwise, the services will be considered in-kind contributions to the TIRZ.

3.8 The TIRZ Board will reimburse the City for Reimbursable Costs as that term is defined in Article 2.1 of this Agreement

ARTICLE IV

OBLIGATIONS OF THE CITY

4.1 The City agrees to contribute 100% of the Tax Increment to the Tax Increment Zone Fund upon receipt and to allow those funds to be used for any TIRZ Projects identified in the Project Plan.

4.2 The City will provide the TIRZ Board with an accounting of all Creation Costs incurred that it requests to have reimbursed by December 31, 2021.

4.3. At least once annually the City will submit a statement of the Project Management and Coordination Costs it has incurred in connection with the management and operation of the Zone to receive reimbursement. The City shall be reimbursed the full amount of the expenses incurred as an administrative fee.

4.4 Prior to incurring any expenses other than Creation Costs and Project Management and Coordination Costs that the City would like reimbursed, the City shall seek the preapproval of the TIRZ Board. Failure to obtain approval prior to incurring the expense may, at the discretion of the TIRZ Board disqualify the City for reimbursement.

ARTICLE V

DEFAULT, REMEDIES, TERMINATION

5.1 Defaults, Generally. A default shall occur (“Default”) if either Party shall fail or refuse to perform any of its respective obligations under this Agreement and such Default shall continue for thirty (30) days after written notice from the non-defaulting parties to the defaulting party designating such Default (or for such longer period as may be reasonably required to cure such Default in the exercise of all due diligence but not in excess of ninety (90) days).

5.2 Remedies after Default. If a Default occurs, the non-defaulting party shall have all the remedies available to the non-defaulting party at law or in equity, including the right to bring an action for specific performance against the defaulting party.

5.3 Notice of Default; Opportunity to Cure. If this Agreement is breached, the party alleging the default or breach shall give the breaching party not less than thirty (30) days’ written notice, measured from the date of certified mailing, specifying the nature of the alleged default, and when appropriate, the manner in which the alleged default may be satisfactorily cured. If the nature of the alleged default is such that it cannot reasonably be cured within the thirty (30) day period, the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within the period.

5.4 Notice of Intent to Terminate. At any time following the thirty-day cure period, the complaining party may institute legal proceedings and/or give written notice of intent to terminate the Agreement by certified mail. The written notice of intent to terminate shall specify the nature of the alleged grounds for termination.

5.5 Termination of Agreement. Each party shall be able to terminate this Agreement by giving a thirty (30) day written notice to each other Party for any reason; provided however, if the TIRZ has incurred debt or any other obligations secured by the increment provided by the City, the City shall be obligated to continue to provide the Increment until such time as the debt is paid off or the financial obligation is otherwise secured.

5.6 Cancellation of Agreement. Except as otherwise permitted herein, this Agreement may be cancelled, in whole or in part, only by mutual written consent of the Parties.

5.7 Time of Essence to Agreement. The Parties agree that time is of the essence to this Agreement.

ARTICLE VI

GENERAL PROVISIONS

6.1 Notice. Any notice or statement required or permitted to be delivered by one of the Parties to this Agreement to the other shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the address shown below, or at such other address (or addressees) provided by the parties to each other:

TIRZ BOARD

ATTN: _____

With copy to:

ATTN: _____

City:

ATTN: _____

With copy to:

ATTN: _____

6.2 No Joint Venture; No Third-Party Beneficiaries. It is acknowledged and agreed to by the Parties to this Agreement that the terms hereof are not intended to and shall not constitute a partnership or joint venture between the parties. The Parties, their officials, officers, and agents, do not assume any responsibility or liability to any third parties in connection with the design, construction, operation or maintenance of any structures or improvements associated with the TIRZ,

11.3 Applicable Law and Venue. This Agreement is made and shall be construed and interpreted under the laws of the State of Texas, and venue to enforce or interpret any aspect of this Agreement shall lie in El Paso County, Texas.

11.4 Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the transaction contemplated herein, and this instrument

supersedes any prior agreements or understandings between the parties. Nothing in this Agreement shall supersede or preempt other agreements related to funding of the TIRZ projects between the Parties but shall instead govern when other agreements related to funding of the TIRZ projects are silent or vague.

11.5 Savings Clause. If any portion of this Agreement is deemed to be invalid or unenforceable, the remaining terms and condition remain in full force and the Agreement shall be unaffected.

EXECUTED on this the _____ day of _____, 2021 (“Effective Date”).

Town of Horizon City, Texas

By: _____
Ruben Mendoza, Mayor

ATTEST:

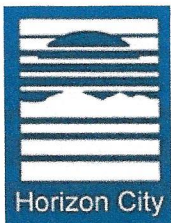
By: _____
Elvia Schuller, TRMC
City Clerk

Reinvestment Zone Number One
Town of Horizon City – Board

By: _____

(Printed name), Chairperson

DRAFT



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: April 26, 2020

To: Honorable Mayor and Members of City Council

From: Teresa Quezada, CIP Manager

SUBJECT: **On a Resolution authorizing the Mayor to sign an Interlocal Agreement between the Town of Horizon City and Reinvestment Zone Number One Town of Horizon City regarding the City's Participation, Cost Allocation and Reimbursement for Reinvestment Zone**

Teresa Quezada
4/26/2021

This resolution authorizes the Mayor to sign an interlocal agreement between the Town of Horizon City and Reinvestment Zone (TIRZ) Number One. The agreement establishes each entity's responsibilities in carrying out the intent of TIRZ number one.

The Town's the responsibilities include

- Contributing 100% of the Town's tax increment to the TIRZ to be used for the Project identifies in the project plan; and
- Providing administrative support for the management and administration of the zone.

The TIRZ Board's responsibilities include

- Keeping accurate accounting of project expenditures;
- Providing access to accounting to the Town; and
- Reimbursing the Town for expenditures incurred on its behalf.

This agreement is necessary to allow the Town to dedicate the Town's increment to the zone and thus provide funding to the TIRZ board to carry out the projects as described in the project plan as adopted by the Council in December 2020 when the TIRZ was established.

Staff recommends approval.



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: April 22, 2021

To: Honorable Mayor and Members of City Council

From: Michelle Padilla, Planning Director

SUBJECT: On the award of Solicitation No. 2020-006PW Parks and Grounds Maintenance for May and June 2021, to Abescape Landscaping, LLC, as the lowest responsive, responsible bidder, in the amount of \$48,800.00.

On April 16, 2020, staff solicited bids for the Parks and Grounds Maintenance Contract for May and June of 2021. The selected contractor will provide the maintenance services while a new contract is bid out as the City's current contractor has terminated the contract, effective April 30, 2021. Two bids were submitted as follows:

Parks and Grounds Maintenance for May and June 2021 (2021-006PW)	
Company	Amount
Abescape Landscaping	\$48,800.00
Ruth Villarreal DBA Multi-Greenery	\$49,069.12

This is an informal low-bid contract. Therefore, staff recommends that the City Council award the Parks and Grounds Maintenance for May and June 2021 contract to Abescape Landscaping, LLC in the amount of \$48,800.00. The contract will begin May 1, 2021 and expire on June 30, 2021.

Additionally, the sheets from the bid packet detailing the work and the recommended proposer's proposal to be completed under this contract are attached for your review.

ABESCAPE LANDSCAPING, LLC

Invitation to Bid

Informal Bid

Construction/Public Works Project

Non-Construction/Non-Public Works Project

**PROJECT: Parks and Grounds Maintenance
for May & June 2021**

Bid No. 2021-006PW

Sealed bids will be received
until 2:00 MDT on Wednesday, April 21st, 2021

***DO NOT SUBMIT IF YOUR BID IS
OVER \$50,000.00**

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

INSTRUCTIONS TO BIDDERS—INFORMAL BID REQUEST

1. RECEIPT AND OPENING OF BIDS

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

2. PREPARATION OF BID

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

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

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

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

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

4. ADDENDA AND INTERPRETATIONS

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

5. METHOD OF AWARD—LOWEST RESPONSIBLE AND RESPONSIVE BIDDER

- Horizon City reserves the right to reject any or all products and/or services covered in this Invitation to Bid and to waive informalities or defects in bids or to accept such bids as it shall

deem to be in the best interests of Horizon City.

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

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

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

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

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

hand-delivery, evidenced by a written and dated receipt, or by Certified Mail, and the date of receipt shall be established as the date of Delivery shown on the US Postal Service Domestic Return Receipt form or facsimile confirmation.

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

HORIZON CITY
PARKS AND GROUNDS
MAINTENANCE FOR MAY &
JUNE 2021
BID SPECIFICATIONS

SCOPE OF WORK

The Town of Horizon City is soliciting quotes from qualified landscape & grounds maintenance contractors for turf and native area mowing, fertilization, herbicide/pesticide application, tree and ornamental bush trimming and other assigned grounds maintenance and related tasks, including cleaning of weeds, trash and debris, for the City's 5 municipal parks, the Senior Center, the Town Hall Site, 3 ponding areas, major roadway medians, parkways, curb & gutters, sidewalks, the Horizon Boulevard hike & bike path, landscaped areas, and trash and pet waste receptacles and hike & bike paths. The work is to be performed during May and June of 2021.

Grounds:

Parks to be maintained for the months of May and June of 2021:

- **Rancho Desierto Bello (RDB) Park** a 7.0-acre park located at 14345 Sabio Dr. north of Sabio Dr. and east Brezo St.
- **Horizon Town Center Park** a 2.253-acre park located at 13741 Town Center Dr. north of Town Center Dr. and east Horizon Crossing Dr.
- **David Ortiz Park** a 0.68-acre park located at 3244 Kevin Boothe east of the intersection between Glen Warner Blvd. and N. Kenazo Ave.
- **Horizon Mesa Park**, a 3.82-acre park, located at 601 Desert Mist Dr. southwest of the intersection of Desert Mist Drive and Desert Fire Court.
- **Golden Eagle Park**, a 6.41-acre park located at 14467 Alberton Ave. south of Golden Eagle Drive and east of Frank Macias Elementary School.

Senior Center:

- **Horizon Senior Center**, located at 13969 Veny Webb Street.

Town Hall Site and Parkway:

- **Town Hall**, located at 14999 Darrington Rd.
- **Courts & Police**, located at 15001 Darrington Rd.

All other areas are described as follows:

- Horizon Boulevard landscaped areas and hike & bike path with amenities, located in the northern right-of-way of Horizon Boulevard between Ashford Street and Rifton Street
- 10 feet of shoulder, medians, parkways, sidewalks and gutters of weeds, trash and other debris and sediment on the streets listed under Basic Services, paragraph 8.
- The ponding areas are - Desierto Bueno/Villa Seca, Villa Seca /Paraiso and Desert Sage.

- Hike & Bike Trails and open space area that runs between Darrington Road and Benton Street (next to First Baptist Church)
- Hike & Bike Trail and landscaped parkway along the street frontages of the ponding area at the corner of Ryderwood Road and Benton Street
- Sidewalks, Parkways, and Landscaped Open Space on Ryderwood Avenue (between Darrington Road and Horizon Heights Circle)
- Open Space area at the end of Cutler Place
- Medians within Desert Mist Drive and Rodman St.

Basic Services

During the month under contract, the Contractor shall perform an irrigation audit to ensure relative uniformity of water delivery. The result of this audit determines the irrigation/watering schedules thereafter. All rates of application of water shown in the schedule below represent the minimum water application, and thus are applicable to those portions of turf area receiving the least amount of water.

Pursuant to the approved work schedule, the Contractor shall perform the following basic services:

1. Inspect **all** irrigation systems weekly; repair and/or replace sprinkler heads as required.
2. Monthly rake and/or replace sand or wood chips in playground areas to maintain a presentable appearance and a safe environment. The replacement material must be the same type as the existing material.
3. Inspect the depth of base, sand and wood chips in playground areas to determine whether such materials have a minimum 12-inch depth and report if additional material is required.
4. Provide necessary bags for all trash receptacles including pet waste stations. Clean all trash and debris on all grounds, including trash accumulation in trash receptacles, and haul collected trash and debris to the Greater El Paso Landfill on a bi-weekly schedule, at a minimum. A copy of the TIP ticket shall be provided to the Public Works Director with the monthly invoice.
5. Inform the Public Works Director of any trash receptacles needing replacement.
6. Maintain, trim, and/or replace trees in parks, medians, and open space areas as required.
7. Immediately report any evidence of damage, defects or vandalism, including tipping over of portable toilets, park furniture/amenities, path furniture/amenities or other equipment to the Public Works Director for the Town of Horizon City.
8. Clean 10 feet of shoulder, medians, parkways, roundabouts, sidewalks and gutters of weeds, trash and other debris and sediment on all streets listed below:
 - **N. Darrington:** Between Horizon Blvd. and Eastlake Dr. (developed parkways only on eastern side)
 - **S. Darrington:** Between Horizon Blvd. and about 200' south of LTV Rd
 - **N. Kenazo:** Between Eastlake Dr. and Horizon Blvd.

- **Rodman Street:** Between N. Kenazo and Horizon Blvd.
 - **Ashford Street** (eastern half from centerline): Between Horizon Blvd. and Ryderwood Ave.
 - **Glenn Warner Blvd:** Between N. Kenazo Ave. and Kevin Boothe Dr.
 - **Kevin Boothe Dr.** from Glenn Warner Blvd to the end of the street.
 - **Horizon Crossing St:** Between Horizon Blvd. and Town Center Dr.
 - **Town Center Dr:** Between Darrington Rd. and Horizon Crossing St.
 - **S. Kenazo** between S. Darrington and Weaver Rd.
 - **Blair Dr.** between S. Darrington and Weaver Rd.
 - **Weaver Rd.** between S. Kenazo to the end of the street cul-de-sac.
9. Perform the cleaning and maintenance for each of the 3 ponding areas, to include maintenance of parkways, curb & gutter, gate access, the cleaning and clearing of weeds, debris and other trash & vegetation from the sides/slopes and the basin of all ponds. The Public Works Director or designee will create a schedule for the cleaning.
 10. Provide and maintain two portable toilets at Horizon Mesa to include maintenance, cleanliness, spraying for pests and supplies on a weekly scheduled basis. All portable toilets must be secured to the ground to prevent tipping of the unit and one unit at each park must be ADA compliant
 11. Provide maintenance, to include supplies, and cleaning of the new restroom facilities to be constructed at Golden Eagle Park
 12. In accordance with the Advance Funding Agreement for Voluntary Maintenance by a Local Government (On-System) between the Texas Department of Transportation and the Town of Horizon City, the maintenance on the **Hike and Bike Path and landscaped areas** within the northern portion of the Horizon Boulevard right-of-way (but not the entire state of Texas right-of-way) must be maintained in accordance with State standards and conform to the following requirements:
 - a. Furnish all labor, equipment, materials, and incidentals to provide for maintenance activities on the Hike and Bike Path:

Hardscape, Landscape and Plant Maintenance
For the work of plant maintenance, all reasonable means shall be employed to preserve the plants and vegetative material existing within the landscaped areas and along the Hike and Bike Path in a healthy and vigorous growing condition.
The following maintenance services shall be performed monthly:

 - A. Plant bed and basin maintenance including shaping, weed control and mulch layer.
 - B. Plant repair, removal, and replacement as directed by the Public Works Director.
 - C. Insect, disease, and pest control.
 - D. Fertilizing.
 - E. Mowing and trimming.
 - F. Restaking, reguying, rebracing and/or removal of staking,

- guying, and bracing.
- G. Pruning.
 - H. Removal of litter, debris, and weeds within ten feet of the trail measured from the northern and southern edges of the trail.
 - I. Litter pick-up: remove bagged litter the same day it is collected and dispose properly.

Before beginning the maintenance on the landscaped areas and the Hike and Bike Path, Contractor shall meet with the Public Works Director or designee to verify location of all utilities within project area. Utility considerations shall include, but not limited to, the following: gas, water, electricity, fiber optics, telephone, signals, lighting, CTMS, sanitary sewer, etc.

Standards for Work and Supervision

- Contractor shall provide copies of licenses for all irrigators and pesticide/herbicide applicators.
- A crew of at least 5 members shall be provided to include a supervisor.

Prices

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

Insurance Requirements

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

Contract

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

BID FORM

LINE ITEM BIDS	PRICE
1. MAY 2021	\$24,400.00
2. JUNE 2021	\$24,400.00
TOTAL:	\$48,800.00

Line item entries shall prevail over sum total entries. When discrepancies exist between unit prices and corresponding extended prices, unit prices shall prevail.

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

EXCEPTIONS
NO EXCEPTIONS TAKEN

BIDDER INFORMATION SHEET

Company Name	ABESCAPE LANDSCAPING, LLC
Address	12300 GATEWAY BLVD E.
City, State, Zip	EL PASO, TEXAS 79927
Phone Number	(915) 307-2648
Fax Number	(915) 231-6298
Email Address	amartinez@abescape.com
Tax Identification Number	46-1048385
Signature of Authorized Agent	
Printed Name of Authorized Agent	ABRAHAM HERRERA
Title	OWNER
Date	04/20/2021

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

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



 Corporate Secretary Signature and Corporate Seal

BID SUMMARY

Total Bid \$48,800.00
(In Figures)

Total Bid Forty-Eight Thousand Eight Hundred Dollars and Zero Cents
(In Words)

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

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

Abescape Landscaping, LLC
CONTRACTOR

Abraham Herrera
BY

Owner
TITLE


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

ATTEST:

12300 GATEWAY BLVD E. EL PASO, TEXAS
ADDRESS

**ABESCAPE
LANDSCAPING, LLC**
SECRETARY

(915) 307-2648 ext 100
TELEPHONE


Instruction to Bidders_May & June 2021 Parks
Informal Bid Projects, Document 1 of 3

CONTRACT TIME

Bidder agrees to commence work on a date to be specified in a written "Notice to Proceed" issued by the City. The Contract Time shall begin on the date to commence work specified in the Notice to Proceed and shall run for 6 additional CONSECUTIVE CALENDAR DAYS thereafter. Bidder shall Substantially Complete the project within 60 CONSECUTIVE CALENDAR DAYS after the date to commence work in the Notice to Proceed. Bidder agrees to pay, as liquidated damages, the sum as specified in the Special Conditions for each consecutive calendar day after the Contract Time.

STATE OF TEXAS)
)
COUNTY OF EL PASO)

CERTIFICATION OF NONCOLLUSION

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

[Signature]

Signature

owner

Title

SUBSCRIBED AND SWORN to before me by Abraham Herrera on
this 20 day of April, 20 21.

[Signature]

Notary Public



01/22/2024

My Commission Expires

LINE ITEM BIDS	PRICE
1. MAY 2021	\$24,400.00
2. JUNE 2021	\$24,400.00
TOTAL:	\$48,800.00

EXCEPTIONS
NO EXCEPTIONS TAKEN

Line item entries shall prevail over sum total entries. When discrepancies exist between unit prices and corresponding extended prices, unit prices shall prevail.