



**HORIZON CITY**

Incorporated 1988

**AGENDA  
PUBLIC MEETING  
REGULAR CITY COUNCIL MEETING  
THE TOWN OF HORIZON CITY, TEXAS  
Tuesday, July 12, 2022, 6:00 PM**

Notice is hereby given that a Regular City Council Meeting of the Town of Horizon City, Texas will be held on **Tuesday, July 12, 2022 at 6:00 PM** at City Council Chambers Room, 15001 Darrington Road, Horizon City, TX 79928, at which time the following will be discussed and considered:

**Meeting Video:**

<https://fb.watch/eeyyWq7VRT/>

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

**CONSENT AGENDA**

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

- 3. **Approval of Minutes from:** **4**  
 Mayor/City Clerk  
 6/14/2022 Regular City Council Meeting.
- 4. **Discussion and Action:** **7**  
 Mayor/Public Works Director  
 On authorizing the purchase of a John Deere Riding Lawn Mower from South Plains Implement, Ltd., for an amount not to exceed \$15,015.77, through Sourcewell Grounds Maintenance Contract 031121-DAC (PG NB CG 70) and authorizing the Mayor to execute the documents.
- 5. **Discussion and Action:** **11**  
 Mayor/Public Works Director  
 On the award of Informal Bid No. 2022-005PW for the installation of fixed steel bollards, landscaping rock boulders and sealing the walk trail along the trail just north of 17018 Darrington Road to Del Mar Contracting, Inc. in the amount of \$48,500.00.
- 6. **Discussion and Action:** **32**  
 Mayor/Public Works Director  
 On the award of Solicitation No. PW2022-004 Thayer Pease #2 Ponding Area Repair to J.R. Industrial Enterprise, LLC as the lowest responsive, responsible bidder, in the amount of \$34,777.00.
- 7. **Discussion and Action:** **70**  
 Mayor/CIP Manager  
 On an update on the Capital Improvement Program.
- 8. **Request to Excuse Absent Council Members:**
- 9. **Approval of Consent Agenda Items:**
- REGULAR AGENDA**
- 10. **Presentation:** **95**

Mayor/El Paso County  
Presentation on the status of the Pellicano widening project.

**11. Discussion and Action:**

Mayor/Finance Director

On setting the dates for the budget workshop, hearings on the City budget and tax rate and authorizing the Mayor to publish the proposed tax rate based on the filed budget. The recommended dates for the budget workshop is July 26, 2022 and for the tax rate hearing is September 13, 2022. All budget related meetings are scheduled to be held at 6:00 pm.

**12. PUBLIC HEARING:**

Mayor/Planner

**2nd Reading of Ordinance No. 0102, Amendment No. 035,** An ordinance amending the Municipal Code of the Town of Horizon City, Texas, Chapter 14 (Zoning), Exhibit A (Zoning Ordinance), to revise and amend the following: Chapter 2 (Definitions) to revise the definitions of accessory structure, awning, canopy, carport, and garage; Section 807 (Permitted Accessory Uses) to allow detached carports, and Section 812 (Yards) to revise the regulations of side and rear yards, side street yard and front yards to allow a carport, open at a minimum of three (3) sides, for single-family dwellings or multifamily units; and providing for the following: findings of fact; repealer; severability; proper notice and hearing; the penalty being as provided in Subchapter 8, Section 810, of the City Code of the Town of Horizon City, Texas, creating a misdemeanor punishable by a fine not to exceed \$2,000.00.

**13. Discussion and Action:**

**106**

Mayor/Planner

**2nd Reading of Ordinance No. 0102, Amendment No. 035,** An ordinance amending the Municipal Code of the Town of Horizon City, Texas, Chapter 14 (Zoning), Exhibit A (Zoning Ordinance), to revise and amend the following: Chapter 2 (Definitions) to revise the definitions of accessory structure, awning, canopy, carport, and garage; Section 807 (Permitted Accessory Uses) to allow detached carports, and Section 812 (Yards) to revise the regulations of side and rear yards, side street yard and front yards to allow a carport, open at a minimum of three (3) sides, for single-family dwellings or multifamily units; and providing for the following: findings of fact; repealer; severability; proper notice and hearing; the penalty being as provided in Subchapter 8, Section 810, of the City Code of the Town of Horizon City, Texas, creating a misdemeanor punishable by a fine not to exceed \$2,000.00.

**14. Executive Session**

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

Adjournment:

Motion to Adjournment: \_\_\_\_\_ 2nd \_\_\_\_\_

Dated this Friday, 7/8/2022

By: \_\_\_\_\_

Elvia Schuller, City Clerk

I, the undersigned authority, hereby certify that the above notice of the Regular City Council Meeting of the Town of Horizon City, Texas is a correct copy of this notice, and that I posted this notice at least seventy-two (72) hours preceding the scheduled meeting at the City Hall Bulletin Boards of the Town of Horizon City, Texas on this Friday, 7/8/2022 by 5:00 p.m.

Agenda Removed: \_\_\_\_\_ Time \_\_\_\_\_ By \_\_\_\_\_

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

**MINUTES  
AGENDA  
PUBLIC MEETING  
REGULAR CITY COUNCIL MEETING  
THE TOWN OF HORIZON CITY, TEXAS  
Tuesday, June 14, 2022, 6:00 PM**

Notice is hereby given that a Regular City Council Meeting of the Town of Horizon City, Texas was held on **Tuesday, June 14, 2022 at 6:00 PM**, at City Council Chambers Room, 15001 Darrington Road, Horizon City, TX 79928, at which time the following was discussed and considered:

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

Meeting called to order at 6:00 pm. Alderman Ortega arrived after item # 11. All Council Members present. Quorum Established.

**2. Open Forum:**

Mr. Barry Walter spoke regarding a trash issue at Corky Park, rain gutters & proposed a sprinkler day.

**CONSENT AGENDA**

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

**3. Approval of Minutes from:**

Mayor/City Clerk  
5/10/22 Regular City Council Meeting.

**4. Discussion and Action:**

Mayor/CIP Manager  
On an update on the Capital Improvement Program.

**5. Discussion and Action:**

Mayor/Finance Director  
On a resolution that the Mayor be authorized to sign an Interlocal Agreement by and between the City of Grand Prairie and the Town of Horizon City whereby each municipality is authorized to participate in the other's current and/or future contracts for goods and services provided said contracts shall have been established in accordance with all appropriate procedures governing competitive bids and competitive proposals, if required.

**6. Discussion and Action:**

Mayor/Finance Director  
On a resolution approving City officials and Horizon City Type 4B Economic Development Corporation (EDC) officials with signature authority on EDC bank accounts at Wells Fargo and WestStar financial institutions.

**7. Discussion and Action:**

Mayor/Planning Director  
On a Resolution to accept the park improvements as constructed with the Rancho Desierto Bello Unit 13 Phase 1 subdivision for maintenance and to accept the required maintenance bond.

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

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

A motion was made by Alderman Corral and seconded by Alderman Duran to pull item #4 from Consent to be heard under the Regular Agenda and approve the remainder of the Consent Agenda. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Not Present; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. 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.

10. **Presentation:**

Mayor/Chief Vargas

On the recognition of Officers Benjamin Sierra, Victor Vasquez and Cameron Zeiger who have been promoted to Corporal Officers.

Police Chief, Marco Vargas spoke regarding this item.

11. **Presentation:**

Mayor/Chief Vargas

On a Proclamation declaring May 15 - May 21, 2022 as Police Week.

Police Chief, Marco Vargas spoke regarding this item.

12. **Discussion and Action:**

Mayor/Chief Vargas

On a request from RevIve Medical, PLLC, for a letter of support from the Town of Horizon City to support RevIve Medical, PLLC in applying for an emergency medical services provider license from the Texas Department of State Health Services, and that the City Council determine that the addition of another licensed emergency medical services provider will not interfere with or adversely affect the provision of emergency medical services by the licensed emergency medical services providers operating in Horizon City; that the addition of another licensed emergency medical services provider will remedy an existing provider shortage that cannot be resolved through the use of the licensed emergency medical services providers operating in Horizon City; and that the addition of another licensed emergency medical services provider will not cause an oversupply of licensed emergency medical services providers in Horizon City.

Police Chief, Marco Vargas & Elite Medical Transport Rep, Vanesa Marquez spoke regarding this item.

A motion was made by Alderman Miller and seconded by Alderman Ortega to deny a request from RevIve Medical, PLLC for a letter of support from the Town of Horizon City to support RevIve Medical, PLLC in applying for an emergency medical services provider license from the Texas Department of State Health Services. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Abstain; PADILLA – Nay; CORRAL – Nay. Motion passed.

13. **Discussion and Action:**

Mayor/Chief Vargas

That the Horizon City Chief of Police be authorized to sign a Contract For Police Recruit Officer And Commitment To Serve by and between the Town of Horizon City, Texas and individuals training to be police officers with the Horizon City Police Department.

Police Chief, Marco Vargas, spoke regarding this item.

A motion was made by Alderman Padilla and seconded by Alderman Corral Ortega to approve that the Horizon City Chief of Police be authorized to sign a Contract For Police Recruit Officer And Commitment To Serve by and between the Town of Horizon City, Texas and individuals training to be police officers with the Horizon City Police Department. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

14. **Discussion:**

Mayor/Planner

**1st Reading of Ordinance No. 0102, Amendment No. 035,** An ordinance amending the Municipal Code of the Town of Horizon City, Texas, Chapter 14 (Zoning), Exhibit A (Zoning Ordinance), to revise and amend the following: Chapter 2 (Definitions) to revise the definitions of accessory structure, awning, canopy, carport, and garage; Section 807 (Permitted Accessory Uses) to allow detached carports, and Section 812 (Yards) to revise the regulations of side and rear yards, side street yard and front yards to allow a carport, open at a minimum of three (3) sides, for single-family dwellings or multifamily units; and providing for the following: findings of fact; repealer; severability; proper notice and hearing; the penalty being as provided in Subchapter 8, Section 810, of the City Code of the Town of Horizon City, Texas, creating a misdemeanor punishable by a fine not to exceed \$2,000.00.

Planning Director, Michelle Padilla spoke regarding this item.

15. **Executive Session**

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

**ADJOURNMENT**

A motion was made by Alderman Corral and seconded by Alderman Duran to adjourn at 7:44 PM.

Approved this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Attest:**

\_\_\_\_\_  
Elvia Schuller, City Clerk

\_\_\_\_\_  
Ruben Mendoza, Mayor



**TOWN OF HORIZON CITY  
MEMORANDUM**

**Date:** July 12, 2022

**To:** Honorable Mayor and Members of City Council

**From:** Michelle Padilla, AICP, CNU-A, Planning Director

**SUBJECT:** On authorizing the purchase of a John Deere Riding Lawn Mower from South Plains Implement, Ltd., for an amount not to exceed \$15,015.77, through Sourcewell Grounds Maintenance Contract 031121-DAC (PG NB CG 70) and authorizing the Mayor to execute the documents.

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Staff is requesting that the City Council authorize the purchase of an Riding Lawn Mower in the amount of \$15,015.77 from H.D. Industries, Inc. through Sourcewell Grounds Maintenance Contract 031121-DAC (PG NB CG 70).

The City's purchasing agent has reviewed this proposed purchase and has recommended approval.

The quote for the equipment is attached for reference.

Quotes are valid for 30 days from the creation date of the quote OR until the contract expires.

## A Purchase Order or Letter of Intent is required for all orders.

To expedite the delivery of equipment, the below information must be included on your Purchase Order or Letter of Intent.

**For any questions, please contact:**

**Joey Sanchez**

South Plains Implement, Ltd.  
18770 Alameda  
Tornillo, TX 79853

Tel: 915-764-2263  
Fax: 915-764-2956  
Email: [jsanchez@spitractor.com](mailto:jsanchez@spitractor.com)

- Vendor: Deere & Company
- 2000 John Deere Run
- Cary, NC 27513
  
- Signature
- Shipping address
- Billing address
- Billing email address

If information is not included, the Purchase Order or Letter of Intent will be returned.

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
 2000 John Deere Run  
 Cary, NC 27513  
 FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

South Plains Implement, Ltd.  
 18770 Alameda  
 Tornillo, TX 79853  
 915-764-2263  
 Admin@spitractor.com

### Quote Summary

**Prepared For:**

Town Of Horizon City  
 TX

**Delivering Dealer:**

**South Plains Implement, Ltd.**  
 Joey Sanchez  
 18770 Alameda  
 Tornillo, TX 79853  
 Phone: 915-764-2263  
 jsanchez@spitractor.com

**Quote ID:** 26164337  
**Created On:** 01 March 2022  
**Last Modified On:** 24 June 2022  
**Expiration Date:** 25 July 2022

Equipment Summary	Selling Price	Qty	=	Extended
JOHN DEERE Z970R ZTrak	\$ 15,015.77	1	=	\$ 15,015.77
<b>Contract:</b> Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)				
<b>Price Effective Date:</b> February 28, 2022				
<b>Equipment Total</b>				<b>\$ 15,015.77</b>

\* Includes Fees and Non-contract items

**Quote Summary**

Equipment Total	\$ 15,015.77
Trade In	
SubTotal	<b>\$ 15,015.77</b>
Est. Service Agreement Tax	\$ 0.00
Total	\$ 15,015.77
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 15,015.77</b>

# Selling Equipment

Quote Id: 26164337      Customer Name:

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
 2000 John Deere Run  
 Cary, NC 27513  
 FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

South Plains Implement, Ltd.  
 18770 Alameda  
 Tornillo, TX 79853  
 915-764-2263  
 Admin@spitractor.com

## JOHN DEERE Z970R ZTrak

Hours:

Stock Number:

Contract: Sourcewell Grounds Maintenance 031121-DAC  
 (PG NB CG 70)

Selling Price \*  
 \$ 15,015.77

Price Effective Date: February 28, 2022

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2213TC	Z970R ZTrak	1	\$ 18,119.00	23.00	\$ 4,167.37	\$ 13,951.63	\$ 13,951.63
<b>Standard Options - Per Unit</b>							
001A	United States/Canada	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1040	24x12N12 Michelin X Tweel Turf for 54 In. and 60 In. Decks	1	\$ 1,082.00	23.00	\$ 248.86	\$ 833.14	\$ 833.14
1505	60 In. Mulch On Demand Mower Deck	1	\$ 300.00	23.00	\$ 69.00	\$ 231.00	\$ 231.00
2093	Fully Adjustable Suspension Seat with Armrests (24" High Back)	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Standard Options Total</b>			<b>\$ 1,382.00</b>		<b>\$ 317.86</b>	<b>\$ 1,064.14</b>	<b>\$ 1,064.14</b>
<b>Value Added Services Total</b>			<b>\$ 0.00</b>			<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Total Selling Price</b>			<b>\$ 19,501.00</b>		<b>\$ 4,485.23</b>	<b>\$ 15,015.77</b>	<b>\$ 15,015.77</b>



**TOWN OF HORIZON CITY  
MEMORANDUM**

**Date:** July 12, 2022

**To:** Honorable Mayor and Members of City Council

**From:** Albert Valle, Public Works Director

**SUBJECT:** On the award of Informal Bid No. 2022-005PW for the installation of fixed steel Bollards, landscaping rock boulders and sealing the walk trail along the trail just north of 17018 Darrington Road to Del Mar Contracting, Inc. in the amount of \$48,500.00.

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Staff solicited bids for the installation of landscaping rock in June 2022 and opened sealed bids on July 6, 2022. The scope of work includes the contractor to purchase, provide labor, material, equipment required to install 35 rock boulders, 25 fixed steel bollards at all entrances around the walk trails and sealing the asphalt walk trail. The work to be performed will also include the proper disposal of any debris, dirt, construction material and trash within the project limits. This is the third phase of this project. One contractor submitted the bid as follows:

- Del Mar Contracting, Inc. - \$48,500.00

This work was budgeted in the Parks Capital Budget for \$45,000.00 and the additional \$3,500.00 will be covered through an administrative budget transfer from the Capital Stormwater Equipment Maintenance account which is estimated to not be completely utilized this fiscal year.

After evaluation of the bids, and upon the recommendation of the Public Works Director, staff recommends award of the construction project to Del Mar Contracting, Inc. as the lowest, responsive, responsible bidder, in the amount of \$48,500.00.

Attached for your review is the scope of work and the bid as submitted.

INFORMAL BID

Construction/Public Works Project

Non-Construction/Non-Public Works Project

**PROJECT: Walk Trail Sealing, Boulder, and  
Bollard installation.**

**Bid No. 2022-005PW**

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

Sealed bids will be received  
until **2PM MDT on July 6, 2022**

Return Bid to: Purchasing Agent  
Town of Horizon City  
Attn: Gerardo E Setzu  
14999 Darrington Road  
Horizon City, Texas 79928

The Town of Horizon City is moving toward an Online Bidding System by the name of BonFire. Eventually all bids will be submitted electronically through the BonFire portal in order to save time, paper and resources.

Bonfire Software will indicate all the dates and documents needed. Required documents will be made accessible in order to submit your bid.

At this time, bidders can still submit a physical bid or an electronic bid.

## INSTRUCTIONS TO BIDDERS—INFORMAL BID REQUEST

### 1. RECEIPT AND OPENING OF BIDS

- Bids received to the Town of Horizon City Finance - Purchasing Department after the submission deadline shall be returned unopened and will be considered void and unacceptable. Horizon City (“Horizon City” or “City”) is not responsible for delayed mail, carrier, etc. and the time/date stamp clock used upon receipt of any bid in the Finance - Purchasing 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 Town of Horizon City Finance - Purchasing 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/manufacture 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.
- The bidder represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, the bidder shall promptly notify the City.
- The bidder verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, the bidder shall promptly notify the City.
- The bidder represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code
- The bidder represents and warrants that (1) it does not, and shall not for the duration of the contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, the bidder shall promptly notify the City.

#### 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 Town of Horizon City Finance - Purchasing Department, 14999 Darrington Road, Horizon City, Texas 79928.
- Please refer to this Solicitation/Contract Number and Title in all correspondence. Bonfire RFP software will provide a portal for you to submit any questions.
- 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 Town of Horizon City Finance - Purchasing Department 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 1<sup>st</sup>, and or not later than the 7<sup>th</sup> 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, or electronically via email, 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.

## TECHNICAL REQUIREMENTS

### Location

Walk trail just north of 17018 N. Darrington Road.

### Crews

As needed.

### Description of Work

Contractor shall purchase, provide labor, material, equipment required to install 35 rock boulders, 25 fixed steel bollards at all entrances around the walk trails and sealing the asphalt walk trail. The work to be performed will also include the proper disposal of any debris, dirt, construction material and trash.

The work includes:

1. Notify adjacent property owners when the work will be performed.
2. Install traffic control cones or barrels with signage around the walk trail in the areas work is being performed.
3. Blow dirt/debris out of walk trail with an air compressor or a hot air lance. Seal asphalt on the walk trails shown in Figure 1 for approximately 2,000 linear feet with the sealing material or equivalent as shown on Appendix A. The asphalt walk trail area to be worked on is shown in Figure 1.
4. Install 25 Fixed steel Bollards at 5ft. spacing within dirt, asphalt, or concrete as shown in Figure 3.
5. Fixed steel Bollards shall have 42-inch finished height, 4.5 inch diameter, dome, color-yellow and with reflectors as shown in Appendix B.
6. Contact Bollard Manufacturer for mounting base, footing/anchorage product specifications.
7. Install 35, size 4ft x 4ft Rainbow rock color boulders as shown in Figure 3 and Appendix B.
8. Coordinate with the Town of Horizon City's Public Works Director for inspections and all boulder locations. See Figure two for potential locations.
9. Coordinate with the Town of Horizon City's Public Works Director for rock boulder size, sealing material, bollard material and mounting base, footing/anchorage product specifications submittals for approval.

10. Proper Dust control (Watering) for the site.
11. Provide walk trail closure/traffic control material as necessary.
12. Notify 811 ‘one call’ notification system
13. Remove trash and debris after completion of work.
14. Contractor shall comply with all safety requirements from Federal, State and local entities. All applicable safety requirements for the job shall be the responsibility of the contractor to provide safety vests, hardhat, boots, proper traffic control equipment (If Applicable) among other items.

**Figure 1**



Location of Trail.

**Figure 2**



○ Proposed locations of the 35 rock boulders.

**Figure 3**



Proposed locations of the 25 Bollards.



Technical Data Sheet

## MASTERSEAL CONCENTRATE

*Asphalt Based Pavement Sealer*  
Product No. S1010

SMT-110  
REVISED 06/24/20

**PRODUCT DESCRIPTION**

MasterSeal Concentrate is a mineral filled asphalt emulsion pavement sealer designed to protect and beautify asphalt pavement. MasterSeal Concentrate is formulated to be job-mixed with water and aggregate. MasterSeal Concentrate meets ASTM D8099/D8099M-17 Standard Specification for Asphalt Emulsion Pavement Sealer.

**USES**

MasterSeal Concentrate is ideal for all types of pavement surfaces including parking lots, shopping malls, airports, driveways, roadways and more.

Table 1 - Physical Properties Of Masterseal Concentrate		
ASTM	Test Description	Result
D5	Penetration of Bituminous Materials-Base Asphalt	12-45 Pen
D6927	Density of Emulsified Asphalt	1,000 -1300 g/l
D6930	Settlement and Storage Stability of Emulsified Asphalts	20% max./24 hr.
D113	Ductility of Bituminous Materials-Base Asphalts	5-15 cm
E70	PH of Aqueous Solutions with Glass Electrodes	6-10 PH
D6378	Vapor Pressure (VP), mm Hg @ 25° C (77° F)	22-26 mm Hg
D35	Softening Point of Emulsion Residue (Ring and Ball Apparatus)	> 200° F
D93	Flash Point of Liquid Emulsion	> 450° F
D562	Viscosity Using a Stormer-Type Viscometer	80-140 KU
D4060	Abrasion Resistance- Taber Abraser Dry Method	< 1% Loss
D522	Mandrel Bend Test of Attached Coatings	No Cracking
D670	Water Resistance of Coatings using Water Immersion	No Delamination
D6604	Resistance to Wind-Driven Rain	No Delamination
D4385	Water Resistance of Coatings Using Controlled Condensation	No Delamination
D1735	Water Resistance of Coatings Using Water Fog Apparatus	No Delamination
D2247	Water Resistance of Coatings in 100% Relative Humidity	No Delamination
D4541	Adhesion Strength over Asphalt Pavement	> 200 PSI
D3910-6.4	Wet Track Abrasion Test	< 15 gft <sup>2</sup> Loss
D2939-5	Uniformity of Emulsified Bituminous Coatings	PASS
D2939-7	Weight per Gallon	9-11 lbs/gal
D2939-8	Residue by Evaporation, %	40-60%
D2939-13	Drying Time- 50% humidity, 73.4 ± 3.6°F.	2-6 hrs.
D2939-26	Resistance to Impact- No Chipping, Cracking or Delamination	PASS
D2939-14	Resistance to Heat- No Blistering, sagging or slipping	PASS
D2939-15	Resistance to water- No softening, delamination or re-emulsification	PASS

D2939-16	Flexibility- No Cracking or Delamination	PASS
D2939-22	Wet Film Continuity	PASS
D95	Water Content, %	40-60%
D2939-10	Ash Content of Residue, %	40-60%
D2939-27	Resistance to Impact After Accelerated Weathering	PASS
D2172	Asphalt Content by Weight, %	Min. 20%
D4799	QUV UV Aging-1,000 Hours	No Color Fade
D3359	Measuring Adhesion by Tape- No More than a Trace of Peeling	PASS
Volatile Organic Compounds	Determination of Volatile Organic Compounds (VOC) in various Coatings	< 10 g/l
PAH Content (Percentage)	Polycyclic Aromatic Hydrocarbon Content (Percentage)	Less than one-tenth of 1% (< .10%)

**ESTIMATING MATERIAL REQUIREMENTS**

One gallon of MasterSeal Concentrate will cover approximately 100-120 square feet (11.1 to 13.3 square yards) per coat when properly mixed and applied.

**APPLICATION RATE OF MIXED MATERIALS**

Apply properly mixed MasterSeal (MasterSeal, water, additive and sand) and at a rate of 70-82 square feet (7.77 to 9.11 square yards) per gallon. Application rates may vary due to pavement porosity and method of application.

**SURFACE PREPARATIONS**

Surface must be clean and free from loose material and dirt. Cracks should be filled with SealMaster Cold Pour or Hot-Applied Crack Filler. Oil stains should be cleaned and primed with SealMaster Oil Spot Primer.

**APPLICATION EQUIPMENT**

Properly mixed MasterSeal Concentrate shall be applied by mechanical squeegee/brush equipment or spray equipment capable of spraying coatings with sand. Equipment shall have continuous agitation or mixing capabilities to maintain homogenous consistency of mixed material throughout the application process. Truck mount or self-propelled squeegee/brush equipment shall have at least 2 squeegee or brush devices (one behind the other) to assure adequate distribution and penetration of mixed MasterSeal into bituminous pavement. Hand squeegees and brushes shall be acceptable in areas where practicality prohibits the use of mechanized equipment.

**MIXING PROCEDURES**

Mix MasterSeal Concentrate in accordance with the following mix design (based on 100 gallons of MasterSeal Concentrate for ease of calculation):

# MASTERSEAL CONCENTRATE

*Asphalt Based Pavement Sealer  
Product No. S1010*

SMT-110

REVISED 06/24/20

MasterSeal Concentrate.....100 gallons  
Water.....15-25 gallons  
Top Tuff Polymer Additive.....1/2-2 gallons  
Sand (40-70 mesh).....200-500 lbs.

### APPLICATION PROCEDURES

For optimum performance and durability apply a minimum of two coats of properly mixed MasterSeal Concentrate. A third coat of mixed MasterSeal Concentrate may be applied to high traffic areas such as entrances, exits, and drive lanes for added durability. Allow each coat to dry thoroughly before applying successive coats. Allow final coat of MasterSeal to dry for 24 hours prior to opening to vehicle traffic.

### APPLICATION CONDITIONS

Mixed MasterSeal Concentrate shall not be applied when temperature is expected to drop below 50°F during application and for a period of at least 24 hours after application.

### LINE STRIPING AND TRAFFIC MARKINGS

Use SealMaster 100% Acrylic Traffic paint for line striping and traffic markings.

### CAUTIONS

Both surface and ambient temperature shall be a minimum of 50°F and rising during MasterSeal application. Do not apply if temperature is expected to drop below 50°F within a 24 hour period after MasterSeal application.

### PACKAGING AND AVAILABILITY

MasterSeal Concentrate is available in 5-gallon pails, 55-gallon drums and bulk tanker load quantities. MasterSeal Concentrate is supported by a national network of SealMaster manufacturing facilities along with a national network of qualified applicators.

### WARRANTY AND DISCLAIMER

The statements made on this technical data sheet are believed to be true and accurate and are intended to provide a guide for approved application practices. As workmanship, weather, construction, condition of pavement, tools utilized, and other variables affecting results are all beyond our control, the manufacturer warrants only that the material conforms to product specifications and any liability to the buyer or user of this product is limited to the replacement value of the product only. The manufacturer expressly disclaims any implied warranties of merchantability or fitness for a particular purpose.



Phone: 1-800-395-7325

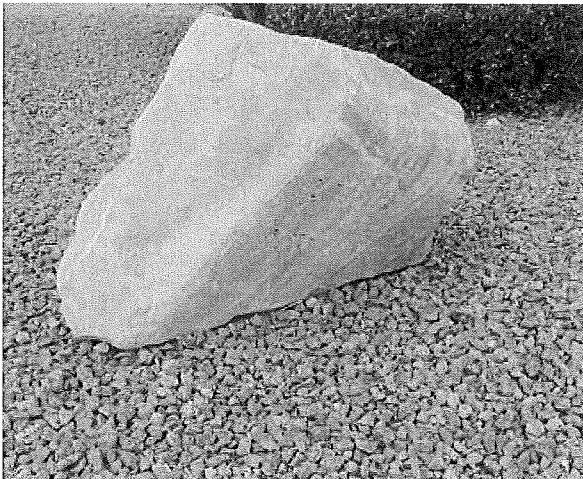
[www.sealmaster.net](http://www.sealmaster.net)

## Appendix B



Fixed steel Bollards shall have 42-inch finished height, 4.5 inch diameter, dome, yellow and with reflectors.

## Appendix C



Rainbow rock color boulders 35, size 4ft x 4ft.

**Standards for Work and Supervision**

Inspection shall be required once the work has been completed.

**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**

	CAN YOU COMPLY?	
	XXXX YES	NO
<b>REQUIRED SPECIFICATIONS</b>		
<b>Total Bid Price</b>		\$48,500.00

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

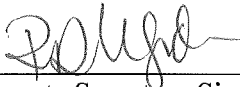
<b>EXCEPTIONS</b>

**BIDDER INFORMATION SHEET**

<b>Company Name</b>	Del Mar Contracting, Inc.
<b>Address</b>	3550 Lee Blvd.
<b>City, State, Zip</b>	El Paso, Tx. ,79936
<b>Phone Number</b>	915-260-5707
<b>Fax Number</b>	915-345-1032
<b>Email Address</b>	estimating@delmarcontracting.com
<b>Tax Identification Number</b>	46-3271131
<b>Signature of Authorized Agent</b>	
<b>Printed Name of Authorized Agent</b>	Ruth Delgado
<b>Title</b>	President
<b>Date</b>	7-6-22

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

I, Ruth Delgado, certify that I am the President Secretary of the corporation named as Bidder hereinabove; that Ruth Delgado, who signed the foregoing bid on behalf of the Bidder was then President 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           \$48,500.00            
(In Figures)

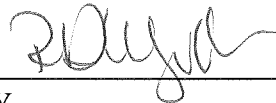
Total Bid           Fourty Eight Thousand Five Hundred Dollars and Zero Cents            
(In Words)

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 _____

Del Mar Contracting, Inc.

**CONTRACTOR**



**BY**

President

**TITLE**

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

**ATTEST:**

3550 Lee Blvd. El Paso TX 79936

**ADDRESS**

915-260-5707

**SECRETARY**

**TELEPHONE**

**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 60 days additional CONSECUTIVE CALENDAR DAYS thereafter. Bidder shall Substantially Complete the project within 60 days 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, Ruth Delgado, 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

President

\_\_\_\_\_  
Title

SUBSCRIBED AND SWORN to before me by Ruth Delgado on this 7th day of July, 2022.



\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires

**ALTERNATIVE BID FORM (which may be substituted, if appropriate)**

REQUIRED SPECIFICATIONS	CAN YOU COMPLY?	
	YES	NO
<b>Total Bid Price</b>		

**Total Bid Price in words:** \_\_\_\_\_

OR

Proposed Flat Hourly Rate: \_\_\_\_\_

Flat hourly rate is to include equipment, labor and other expenses the company may have.

OR

LINE ITEM BIDS	PRICE/UNIT PRICE
1. _____	%
2. _____	%

OR

DESCRIPTION	UNIT PRICE
1. Material (Cost plus %)	%
2. Rental Equipment (Cost plus %)	%
3. Labor – (Straight time)	Per Hour
4. Labor – (Overtime)	Per Hour

EXCEPTIONS

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



**TOWN OF HORIZON CITY  
MEMORANDUM**

**Date:** July 12, 2022

**To:** Honorable Mayor and Members of City Council

**From:** Albert Valle, Public Works Director

**SUBJECT:** On the award of Solicitation No. PW2022-004 Thayer Pease #2 Ponding Area Repair to J.R. Industrial Enterprise, LLC as the lowest responsive, responsible bidder, in the amount of \$34,777.00. This project is budgeted in the Capital Stormwater account.

---

The Town of Horizon City solicited bids for the repair and general cleanup of the ponding area with frontage on Thayer Pease Drive and abutting Antwerp Drive at the backside in June 2022 and opened sealed bid proposals on July 5, 2022. The scope of work includes repairing erosion and compaction along the slopes of the pond, maintenance road, and access ramp; removing debris, vegetation, and excess soil from the drainage structures, re-mortaring the rock walls along the pond; installing asphalt millings on access road and painting the entrance gate. This work is beyond the services provided by the Grounds Maintenance Contract. Two contractors submitted bids as follows:

- J.R. Industrial Enterprise, LLC - \$34,777.00
- Long Term Capital Enterprise, LLC – \$39,878.00

After evaluation of the bid, and upon the recommendation of the Public Works Director, staff recommends award of the construction project to J.R. Industrial Enterprise, LLC as the lowest, responsive, responsible bidder, in the amount of \$34,777.00

Attached for your review is the bid as submitted.

INFORMAL BID

Construction/Public Works Project

Non-Construction/Non-Public Works Project

**PROJECT: THAYER PEASE POND #2  
REHABILITATION**

**Bid No. 2022-004PW**

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

Sealed bids will be received  
until **2PM MDT on July 5, 2022**

Return Bid to: Purchasing Agent  
Town of Horizon City  
Attn: Gerardo E Setzu  
14999 Darrington Road  
Horizon City, Texas 79928

The Town of Horizon City is moving toward an Online Bidding System by the name of BonFire. Eventually all bids will be submitted electronically through the BonFire portal in order to save time, paper and resources.

Bonfire Software will indicate all the dates and documents needed. Required documents will be made accessible in order to submit your bid.

At this time, bidders can still submit a physical bid or an electronic bid.

# INSTRUCTIONS TO BIDDERS—INFORMAL BID REQUEST

## 1. RECEIPT AND OPENING OF BIDS

- Bids received to the Town of Horizon City Finance - Purchasing Department after the submission deadline shall be returned unopened and will be considered void and unacceptable. Horizon City (“Horizon City” or “City”) is not responsible for delayed mail, carrier, etc. and the time/date stamp clock used upon receipt of any bid in the Finance - Purchasing 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 Town of Horizon City Finance - Purchasing 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/manufacture 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.
- The bidder represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, the bidder shall promptly notify the City.
- The bidder verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, the bidder shall promptly notify the City.
- The bidder represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code
- The bidder represents and warrants that (1) it does not, and shall not for the duration of the contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, the bidder shall promptly notify the City.

#### **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 Town of Horizon City Finance - Purchasing Department, 14999 Darrington Road, Horizon City, Texas 79928.
- Please refer to this Solicitation/Contract Number and Title in all correspondence. Bonfire RFP software will provide a portal for you to submit any questions.
- 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 Town of Horizon City Finance - Purchasing Department 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
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State law requires that a vendor file an updated questionnaire with the City Clerk's office annually, before September 1<sup>st</sup>, and or not later than the 7<sup>th</sup> 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.

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- 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**  
**Thayer Pease Pond #2 Scope BID**  
**SPECIFICATIONS**

**LOCATION**

Ponding areas on 457 Mel Cole St.



## **CREWS**

As Needed.

## **DESCRIPTION OF WORK**

1. Using Machinery compact and repair erosion at.
  - a.) Pond slopes.
  - b.) Access Maintenance Road.
  - c.) Access Ramp.
2. Clean drainage structures from trash/debris and vegetation.
3. Remove all weeds, trees and vegetation.
3. Underneath the existing concrete channel inside the pond, clear from trash, weeds, debris and fill drainage structure with 3000PSI concrete.
4. Re-Mortar cracks in Rock walls to include rockwall area at east side of pond abutting Antwerp Rd. (interior and exterior side facing the drainage way only). Exclude rockwall (exterior side only) facing Thayer Pease Ave.
5. Seal cracks on the drainage channel inside the pond with SIKAFLEX or similar material.
6. Install and compact 2 inches of asphalt millings on top of the entire Access Maintenance Road and entire Access Ramp. Material to be provided and delivered to the site by Horizon City Public Works Department.
7. Replace approximately 20ft. of broken curb (both sides) leading into the concrete channel by the west side rod iron gate.
8. Paint west side iron gate (color black) only.
9. Dispose of all trash/debris properly.

## **CONTRACTOR RESPONSIBILITIES**

- Notify School Principal or representative.
- Make repairs to areas disturbed due to the work such as landscape, signs, drop inlets, utility lines, H.C. Ramps, curb and gutter and/or any disturbed structures/areas due to the work. (as needed)

- Contact Texas 811.
- If a water/sanitary sewer leak is encountered during the excavation, all work is to be stopped, area is to be secured and the Town of Horizon shall be notified immediately.
- Contractor shall comply with all safety requirements from Federal, State and local entities. All applicable safety requirements for the job shall be the responsibility of the contractor to provide safety vests, hardhat, boots, shoring box, proper traffic control equipment among other items.
- Coordinate with Horizon City representative for Geotechnical testing (if applicable).
- Contractor shall be responsible for removal and disposal of the material.
- All work must be performed between 8 AM and 5 PM Monday thru Friday, excluding weekends and Holidays. Work Zone traffic control must be maintained per. TXDOT Manual on Uniform Traffic Control Devices (TMUTCD) requirements. All work must conform to the provisions of City Ordinance No. 0040. Cut and excavation permit required.

**Standards for Work and Supervision**

Inspection shall be required once the work has been completed.

**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**


	<b>CAN YOU COMPLY?</b>	
<b>REQUIRED SPECIFICATIONS</b>	<b>YES</b>	
<b>Total Bid Price</b>	\$39,878	

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

Thirty Nine Thousand, Eight Hundred Seventy Eight Dollars

<b>EXCEPTIONS</b>

### BIDDER INFORMATION SHEET

<b>Company Name</b>	Long Term Capital LLC
<b>Address</b>	5616 Hemmingway Dr
<b>City, State, Zip</b>	El Paso, Texas, 79924
<b>Phone Number</b>	915-305-2776
<b>Fax Number</b>	
<b>Email Address</b>	LongTermCapitalLLC@gmail.com
<b>Tax Identification Number</b>	84-4924403
<b>Signature of Authorized Agent</b>	
<b>Printed Name of Authorized Agent</b>	Oscar Morales
<b>Title</b>	MR
<b>Date</b>	7/5/2022

If the Bidder is a Corporation, the following Certificate should be executed:    Not Applicable

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ Secretary of the corporation named as Bidder hereinabove; that \_\_\_\_\_, who signed the foregoing bid on behalf of the Bidder was then \_\_\_\_\_ 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 39,878  
\_\_\_\_\_  
(In Figures)

Total Bid Thirty Nine Thousand, Eight Hundred and Seventy Eight Dollars  
\_\_\_\_\_  
(In Words)

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

Addendum No. 1 dated <u>6/14/2016</u>	Received <u>7/5/2022</u>
Addendum No. 2 dated <u>6/14/2016</u>	Received <u>7/5/2022</u>
Addendum No. 3 dated <u>6/14/2016</u>	Received <u>7/5/2022</u>
Addendum No. 4 dated <u>6/14/2016</u>	Received <u>7/5/2022</u>
Addendum No. 5 dated <u>6/14/2016</u>	Received <u>7/5/2022</u>

Long Term Capital LLC  
**CONTRACTOR**

Oscar Morales  
**BY**

Managing Partner and President  
**TITLE**

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

**ATTEST:** 5616 hemmingway dr  
**ADDRESS**

915-305-2776  
**TELEPHONE**

\_\_\_\_\_  
**SECRETARY**



**ALTERNATIVE BID FORM (which may be substituted, if appropriate)**

REQUIRED SPECIFICATIONS	CAN YOU COMPLY?	
	YES	NO
<b>Total Bid Price</b>		

**Total Bid Price in words:** \_\_\_\_\_

OR

Proposed Flat Hourly Rate: \_\_\_\_\_

Flat hourly rate is to include equipment, labor and other expenses the company may have.

OR

LINE ITEM BIDS	PRICE/UNIT PRICE
1.	%
2.	%

OR

DESCRIPTION	UNIT PRICE
1. Material (Cost plus %)	%
2. Rental Equipment (Cost plus %)	%
3. Labor – (Straight time)	Per Hour
4. Labor – (Overtime)	Per Hour

EXCEPTIONS

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

INFORMAL BID

Construction/Public Works Project

Non-Construction/Non-Public Works Project

**PROJECT: THAYER PEASE POND #2  
REHABILITATION**

**Bid No. 2022-004PW**

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

Sealed bids will be received  
until **2PM MDT on July 5, 2022**

Return Bid to: Purchasing Agent  
Town of Horizon City  
Attn: Gerardo E Setzu  
14999 Darrington Road  
Horizon City, Texas 79928

The Town of Horizon City is moving toward an Online Bidding System by the name of BonFire. Eventually all bids will be submitted electronically through the BonFire portal in order to save time, paper and resources.

Bonfire Software will indicate all the dates and documents needed. Required documents will be made accessible in order to submit your bid.

At this time, bidders can still submit a physical bid or an electronic bid.

## INSTRUCTIONS TO BIDDERS—INFORMAL BID REQUEST

### 1. RECEIPT AND OPENING OF BIDS

- Bids received to the Town of Horizon City Finance - Purchasing Department after the submission deadline shall be returned unopened and will be considered void and unacceptable. Horizon City (“Horizon City” or “City”) is not responsible for delayed mail, carrier, etc. and the time/date stamp clock used upon receipt of any bid in the Finance - Purchasing 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 Town of Horizon City Finance - Purchasing 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/manufacture 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.
- The bidder represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, the bidder shall promptly notify the City.
- The bidder verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, the bidder shall promptly notify the City.
- The bidder represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code
- The bidder represents and warrants that (1) it does not, and shall not for the duration of the contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, the bidder shall promptly notify the City.

#### 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 Town of Horizon City Finance - Purchasing Department, 14999 Darrington Road, Horizon City, Texas 79928.
- Please refer to this Solicitation/Contract Number and Title in all correspondence. Bonfire RFP software will provide a portal for you to submit any questions.
- 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 Town of Horizon City Finance - Purchasing Department 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.

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## **CREWS**

As Needed.

## **DESCRIPTION OF WORK**

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2. Clean drainage structures from trash/debris and vegetation.
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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.

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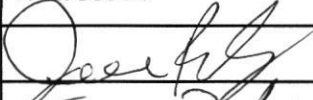
**BID FORM**

	<b>CAN YOU COMPLY?</b>	
	<b>YES</b>	<b>NO</b>
<b>REQUIRED SPECIFICATIONS</b>	X	
<b>Total Bid Price</b>	\$34,777.00	

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

<b>EXCEPTIONS</b>

### BIDDER INFORMATION SHEET

<b>Company Name</b>	J. R. Industrial Enterprise, LLC
<b>Address</b>	9062 Eclipse Street
<b>City, State, Zip</b>	El Paso, TX. 79904
<b>Phone Number</b>	(915) 667-5685
<b>Fax Number</b>	(915) 288-8897
<b>Email Address</b>	jrindustrialeenterprise@gmail.com
<b>Tax Identification Number</b>	47-2933938
<b>Signature of Authorized Agent</b>	
<b>Printed Name of Authorized Agent</b>	Jesus Rodriguez
<b>Title</b>	Owner
<b>Date</b>	07/01/2022

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

I, Jesus Rodriguez, certify that I am the Corporate Secretary of the corporation named as Bidder hereinabove; that Jesus Rodriguez, 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                   \$34,777.00                    
(In Figures)

Total Bid           Thirty-Four Thousand Seven Hundred Seventy-Seven Dollars            
(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 \_\_\_\_\_

J. R. Industrial Enterprise, LLC  
**CONTRACTOR**

Jesus Rodriguez  
**BY**


Owner  
**TITLE**

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

9062 Eclipse Street  
**ADDRESS**

(915) 667-5685  
**TELEPHONE**

**ATTEST:**

  
**SECRETARY**



**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 7 additional CONSECUTIVE CALENDAR DAYS thereafter. Bidder shall Substantially Complete the project within 30 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, Jesus C Rodriguez, 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

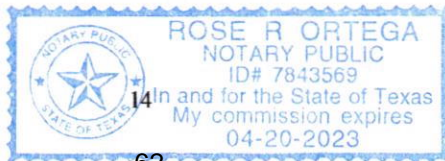
owner  
\_\_\_\_\_  
Title

SUBSCRIBED AND SWORN to before me by Jesus C Rodriguez on this 1 day of July, 2022.

[Signature]  
\_\_\_\_\_  
Notary Public

04/20/2023  
\_\_\_\_\_  
My Commission Expires

Subscribed to and sworn before me,  
Rose Ortega on 1 day of July, 2022.  
By Jesus C Rodriguez  
[Signature]



Subscribed to and sworn before me,  
Rose Ortega on \_\_\_\_ day of \_\_\_\_ 20\_\_\_\_  
By \_\_\_\_\_  
\_\_\_\_\_



**ALTERNATIVE BID FORM (which may be substituted, if appropriate)**

REQUIRED SPECIFICATIONS	CAN YOU COMPLY?	
	YES	NO
	X	
<b>Total Bid Price</b>	\$34,777.00	

**Total Bid Price in words:** Thirty-Four Thousand Seven Hundred Seventy-Seven Dollars

OR

Proposed Flat Hourly Rate: \_\_\_\_\_

Flat hourly rate is to include equipment, labor and other expenses the company may have.

OR

LINE ITEM BIDS	PRICE/UNIT PRICE
1.	%
2.	%

OR

DESCRIPTION	UNIT PRICE
1. Material (Cost plus %)	%
2. Rental Equipment (Cost plus %)	%
3. Labor – (Straight time)	Per Hour
4. Labor – (Overtime)	Per Hour

EXCEPTIONS

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

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2022-905993

Date Filed:  
06/30/2022

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
J. R. Industrial Enterprise, LLC  
El Paso, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
Town of Horizon City

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
210-28  
Pond Rehabilitation, Repairs & Culverts

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Rodriguez, Jesus	El Paso, TX United States	X	

5 Check only if there is NO Interested Party.

### 6 UNSWORN DECLARATION

My name is Jesus Rodriguez, and my date of birth is 01/12/1965.

My address is 9062 Eclipse St., El Paso, TX., 79904, US.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in El Paso County, State of Texas, on the 1 day of July, 2022.  
(month) (year)

  
Signature of authorized agent of contracting business entity  
(Declarant)

# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

## OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

— NA —

2  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

— NA —

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

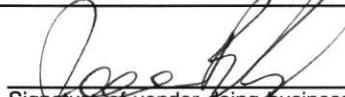
Yes  No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes  No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7   
Signature of vendor doing business with the governmental entity

66

7-1-22  
Date

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;  
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or  
(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

J. R. Industrial Enterprise, LLC  
9062 Eclipse St.  
El Paso, TX. 79904  
915-667-5685  
Email: [jrindustrialenterprise@gmail.com](mailto:jrindustrialenterprise@gmail.com)

July 1, 2022

### Reference List:

El Paso Underground  
1014 Cedar  
El Paso, TX. 79903  
**Mr. Domingo Olivas**  
General Superintendent  
Phone: 915-352-7456

INFRAMARK  
13034 Eastlake Blvd., Ste. D-E.  
El Paso, TX. 79928  
**Mr. David Munoz**  
Field Technician Manager  
Phone: 915-765-9019

HUNT  
601 N. Mesa, Suite 1900  
El Paso, TX. 79901  
**Mr. Moses Williams Jr.**  
Assistant Superintendent  
Phone: 915-298-4368

**J R Industrial Enterprise, LLC**

**Similar Project Work**



# Town of Horizon City Capital Improvement Program

July 12, 2022  
Council Meeting

# Oxbow & Pawling Street Improvements

- Coordinating with HRMUD's water line projects on Breaux and Oxbow
- Project will likely follow HRMUD project for improvements on Horizon Blvd., Breaux and Oxbow – mid 2022.
- Design started June 2022
- Evaluating ponding options

# Municipal Facilities – Phase 1

To meet USDA Requirements, staff is working on the following:

- Council approval of the letter of intent outlining loan conditions
- Updating engagement with bond counsel 72
- Bond ordinance
- USDA review of final plans and specifications – coordinating with consultant and USDA
- Updated estimate for construction

# Municipal Facilities – Phase 1



Rendering from Exigo Architecture – December 2020

# Golden Eagle Park

## Construction

- Construction contract awarded September 16, 2019
- Construction Start – Fall 2019
- Contractual completion date – Fall 2020
- Reinstating weekly meetings to address pending issues:
  - Pump operation
  - Splash Park operations

# Golden Eagle Park

- Installing additional water line to supply splash pad
- Will be testing various elements of the system to include the pump next week
- Punchlist items to be addressed by contractor in July

# Desmond Corcoran (Corky) Park

## Construction

- Construction start – January 11, 2021
- Updated Construction completion late Spring/early Summer 2022
- Pending re-installation of climbing feature

# Desmond Corcoran (Corky) Park



# Desmond Corcoran (Corky) Park



# Benton/Ryderwood Dog Park

- Updating scope
- Scheduling design to begin in first half of 2022

# Regional Park

- **Goal** is to plan a regional facility that:
  - Meets Town's needs for park space;
  - Includes facilities and amenities that are sustainable; and
  - Fosters high value commercial development and activity in the vicinity

# ADA Transition Plan

- Statements of qualifications have been received.
- In evaluation phase.

# Street Maintenance Fund

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# 2022-2023 Street Maintenance Program

- City staff evaluating scope and estimates to determine final scope of work
- Design and bid preparation during fall/winter 2022
- Award early 2023
- Construction Spring 2023

# Federally- & State-Funded Project Updates

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# N. Darrington Reconstruction

- Environmental approval still pending
- Project scheduled for construction award in **FY 2023**
- Funding sources now include Coronavirus Response and Relief Supplemental Appropriations Act (**CRRSAA**) – reduces required local match
- Town staff continues working with TXDOT and design team to develop project
- Town staff and TXDOT working on Utility Coordination
- Staff developing funding options for gap between existing funding and project estimate.

# N. Darrington Reconstruction - ROW

- Drainage requires property acquisition in TOD area
- Coordinating with Camino Real Regional Mobility Authority (CRRMA) to develop an interlocal agreement for ROW acquisition
  - Negotiations (acquisitions and construction easements)
  - Appraisals/Review Appraisals
  - Surveying – for final ROW Map
- Scheduled to bring agreement to Council for their consideration in August 2022.

# Safety Projects

- **S. Darrington Safety Lighting** from Alberton to LTV Rd. – FY 2023
- Project start – mid-2023
- **N. Kenazo Safety Lighting** from Eastlake to Horizon Blvd. – FY 2022
- Project start – first quarter of calendar 2023

Delays in project starts are due to long lead times for lighting fixture poles.

# TIRZ/TOD Update

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# TOD Updates

**TOD Architectural Guidelines** – consultant developing report and recommendations to include form-based zoning for TOD.

# TOD Updates

## 2022 RAISE Grant

Grant application submitted by due date in mid-April with

Resolutions of support from:

- ✓ EDC Board
- ✓ TIRZ Board
- ✓ City Council
- ✓ Transportation Policy Board
- ✓ HRMUD Board
- ✓ Commissioners Court
- ✓ El Paso Area Local Government Corporation

# TOD Updates

## Community Project Funding

- Submitted application through Congresswoman Escobar's office
- Visit from Congresswoman Escobar on May 31, 2022
- Award notification expected in 2<sup>nd</sup> half of 2022

# TIRZ Participation Agreements

## County

- Present at Commissioners Court Workshop  
– July 21, 2022
- Commissioners Court to consider agreement  
– July 25, 2022

92

## HRMUD

- Initial discussions - July 6, 2022, HRMUD Board meeting
- Working with HRMUD legal counsel and engineering consultant

# TIRZ Participation Agreements

## ESD #1

- Presented at ESD # 1 Board of Commissioners meeting – June 23, 2022
- Forwarded documents and agreement draft<sub>93</sub> for consideration

# Town of Horizon City Capital Improvement Program

July 12, 2022  
Council Meeting



# Pellicano Drive Widening Project

*Planning & Development Department  
Transportation, Planning & Engineering Division  
July 12, 2022*





# Project Description

- **Project Team:**
  - Project Management: Camino Real Regional Mobility Authority
  - Design Consultant: CEA Group
  - Construction Management: Atkins
  - Construction Contractor: JAR Concrete
  - Contract Amount: \$ 21,655,645.80
- **Scope:**
  - Limits from Joe Battle Boulevard (Loop 375) to Darrington Road
  - Six-lane Divided Roadway
  - Bike Lanes | Hike & Bike Trails
  - Illumination, Landscaping & Stormwater Management
- **Current Delays**
  - COVID-19
  - Crew & Materials Availability
  - Unforeseen Utility Conflicts (Older Area of Development)
- **Possible Future Delays**
  - Cement Availability
  - Utilities Unforeseen Conditions
  - Materials Availability

# Proposed Project Phase Timeline

For Planning Purposes – Subject to Change



-  Westbound Loop 375 to Aircoupe (September 2022)
-  Westbound Aircoupe to Darrington (September 2022)
-  Eastbound Aircoupe to Darrington (January 2023)
-  Eastbound Loop 375 to Aircoupe (Complete)

# Community Notice & Outreach

- Completed Presentations to Partner Agencies
  - County Commissioners Court (6-6-22)
  - Camino Real Regional Mobility Authority (CRRMA) Board (6-8-22)
  - Transportation Policy Board (MPO) (6-17-22)
- Future Presentations to Partner Agencies
  - Horizon City Council (7-12-22)
  - Transportation Project Advisory Committee (TPAC) MPO (TBD)
  - El Paso City Council (TBD)
  - Socorro Independent School District (TBD)

98

# *June Completed Activities*

- Joe Battle Blvd. to Sun Fire Blvd.
  - Embankment completed
  - Started installation of Flexible Base
- Sun Fire Blvd. to Aircoupe Way
  - 2 lanes of Concrete Pavement completed up to Aircoupe Way
- Aircoupe Way to Darrington Rd.
  - Installed water loops
  - Completed swale rock riprap
  - Recompacted Hot Mix

# July Forecasted Activities

- Joe Battle Blvd. to Sun Fire Blvd.
  - Finalize installation of Flexible Base
  - Installation of Water & Sanitary Sewer Laterals
  - Installation of Hot Mix
  - Installation of Rebar
- Sun Fire Blvd. to Aircoupe Way
  - Installation of Concrete Pavement
- Aircoupe Way to Darrington Rd.
  - Test Water Loops
  - Finalize Embankment and Start Installation of Flexible Base
  - Installation of Two Water Line Laterals
  - Installation of Rock Wall
  - Installation of Concrete Pavement where Hot Mix is installed

100

# *Flexible Base from Joe Battle Blvd. to Sun Fire Blvd.*



101



# *Concrete pavement installed to Aircoupe Way*



102

# *Flexible base and concrete installed on median by Joe Battle Blvd.*



103

# *Water loops by Peyton Rd. installed and ready to be tested*



104





# *Questions?*



**TOWN OF HORIZON CITY**  
**MEMORANDUM**

**Date:** June 13, 2022

**To:** Honorable Mayor and Members of City Council

**From:** Michelle Padilla, Planning Director

**SUBJECT:** **1st Reading of Ordinance No. 0102, Amendment No. 035**, An ordinance amending the Municipal Code of the Town of Horizon City, Texas, Chapter 14 (Zoning), Exhibit A (Zoning Ordinance), to revise and amend the following: Chapter 2 (Definitions) to revise the definitions of accessory structure, awning, canopy, carport, and garage; Section 807 (Permitted Accessory Uses) to allow detached carports, and Section 812 (Yards) to revise the regulations of side and rear yards, side street yard and front yards to allow a carport, open at a minimum of three (3) sides, for single-family dwellings or multifamily units; and providing for the following: findings of fact; repealer; severability; proper notice and hearing; the penalty being as provided in Subchapter 8, Section 810, of the City Code of the Town of Horizon City, Texas, creating a misdemeanor punishable by a fine not to exceed \$2,000.00.

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The City Council directed staff to explore and propose amendments to the City's Code that would allow for the construction of carports on residential properties. The attached ordinance amendment provides the recommended changes that would allow for such carports.

The proposed ordinance amendment also addresses the feedback that the Planning and Zoning Commission provided at their May 16, 2022 meeting.

The second reading and public hearing for this amendment is scheduled for the regular City Council meeting on July 12, 2022.

**ORDINANCE NO. 102, AMENDMENT NO. 035**

**AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE TOWN OF HORIZON CITY, TEXAS, CHAPTER 14 (ZONING), EXHIBIT A (ZONING ORDINANCE), TO REVISE AND AMEND THE FOLLOWING: CHAPTER 2 (DEFINITIONS) TO REVISE THE DEFINITIONS OF ACCESSORY STRUCTURE, AWNING, CANOPY, CARPORT AND GARAGE; SECTION 807 (PERMITTED ACCESSORY USES) TO ALLOW DETACHED CARPORTS, AND SECTION 812 (YARDS) TO REVISE THE REGULATIONS OF SIDE AND REAR YARDS, SIDE STREET YARD AND FRONT YARDS TO ALLOW CARPORTS FOR SINGLE-FAMILY DWELLINGS OR MULTIFAMILY UNITS; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; REPEALER; SEVERABILITY; PROPER NOTICE AND HEARING; THE PENALTY BEING AS PROVIDED IN SUBCHAPTER 8, SECTION 810 OF THE CITY CODE OF THE TOWN OF HORIZON CITY, TEXAS, CREATING A MISDEMEANOR PUNISHABLE BY A FINE NOT TO EXCEED \$2,000.00.**

**WHEREAS,** a proposal was brought forward by staff and considered by the Town of Horizon City Planning and Zoning Commission to amend portions of the Zoning Ordinance as set forth in Chapter 14 of the Municipal Code; and

**WHEREAS,** the Planning and Zoning Commission considered the staff's proposals at its May 16, 2022 meeting and voted to recommend approval of the change to the ordinance; and

**WHEREAS,** the notice required by the Texas Local Government Code has been published in a newspaper of general circulation; and

**WHEREAS,** public hearings have been held by the City Council as required by law; and

**WHEREAS,** all written and oral protests (if any) submitted against the proposed ordinance change have been reviewed and considered; and

**WHEREAS,** pursuant to Texas Local Government Code section 51.001, the Town of Horizon City has general authority to adopt an ordinance that is for the good government, peace or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

**WHEREAS,** the City Council finds that it is necessary and proper for the good government, peace and order of the Town of Horizon City to adopt this Ordinance and technical code; and

**WHEREAS**, the Town of Horizon City has created setbacks through ordinances, zoning restrictions and its Building Codes for reasons of public policy such as safety, privacy and environmental protection; and

**WHEREAS**, the City Council finds that it is necessary and proper for the good government, peace and order of the Town of Horizon City to adopt this Ordinance and technical code.

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

## **I. ENACTMENT OF AMENDMENTS**

Pursuant to Sections 51.001 and 51.012 of the Texas Local Government Code, the City Council of the Town of Horizon City hereby enacts and adopts this Ordinance to amend Chapter 14 of the Municipal Code, which chapter regulates zoning within the territorial limits of the Town of Horizon City and related matters, to amend Sections 202, 807, and 812 as follows:

### **CHAPTER 2 General Definitions**

**Section 202, General Definitions**, is revised to amend the definitions of Accessory Structure, Awning, Canopy, Carport, and Garage. The Definitions shall read as follows:

*Accessory Structure.* An incidental subordinate building or other structure customarily detached from, incidental to, and located on the same lot as the main use or building, such as a canopy.

*Awning.* A shelter constructed of fabric or other material supported by the building- and installed to extend outward from the building to provide a protective shield for doors, windows and other openings for commercial- structures.

*Canopy.* A roofed accessory structure constructed or prefabricated (manufactured elsewhere for assembly) of fabric, metal or other material with supports extending to the ground directly under the canopy placed to extend outward and detached from the primary building or use, providing a shade. Does not include carports.

*Carport.* structure consisting of a solid roof that is open -on a minimum of three sides -for the purpose of storing and sheltering of motor vehicles. Does not include canopies.

*Garage.* A fully enclosed motor vehicle shelter, in which motor vehicles used by the tenants of the building or buildings on the premises are stored or kept.

## CHAPTER 8 General Provisions

### Section 807 Permitted Accessory Uses

**807.1 General subsection H, Residential Accessory Structures,** and subsection H.2. are hereby amended to read as follows:

H. Residential Accessory Structures incidental to residential use meeting the definition set forth in this Ordinance, to include, but not be limited to, the following: garden house/greenhouse as a hobby, home workshop or tool shed, pool house or other accessory structure incidental to a pool, detached private garage, detached carport, detached porch, storage building, or pergola, canopy or gazebo, are permitted provided they additionally meet the following requirements. In no instance shall a residential accessory structure be used as a dwelling unit or be used for sleeping or other overnight occupancy.

2. The structure shall be a minimum of five (5) feet from the main building, except ~~that carports~~that carports may be located in a side or side street yard in accordance Sections 812.3 and 812.4, and shall comply with the side and side street setback requirements. No rear yard setbacks shall be required when the structure is located in the rear yard provided that the structure has been constructed in compliance with the Technical Codes of the Town of Horizon City.

## CHAPTER 8 General Provisions

### ~~Section 812~~ Yards

**Section 812.2 Front Yards** is revised to include a new subsection E and to renumber the existing section E as F so that subsections E and F will read as follows:

E. On a single-family dwelling or multifamily unit a carport, ~~over~~ a twenty-four foot (24') wide maximum driveway, or a thirty foot (30') wide maximum driveway when permitted by Section 3.06.188 of the Municipal Code, may extend not more than a length of fifteen feet (15') into a required front yard setback, measured to the edge of the roof line, for a maximum of four hundred fifty (450) square feet in size. The carport shall not exceed a height of fifteen feet (15') and must maintain setbacks from the side property lines that are the equal to the required side yard and side street yard setbacks-. The carport is encouraged to resemble the main residential structure in scale and character. A maximum of one carport may be located on a property with a single-family dwelling and a maximum of one carport per multifamily unit shall be allowed.

F. Chimney backs, bay windows, eaves and cornices may extend not more than thirty (30) inches into the required front yard except that cornices and eaves of the main building may extend not more than four (4) feet into the front yard.

## CHAPTER 8 General Provisions

### Section 812 Yards

**Section 812.3 Side and rear yards** is revised to include a new subsection D and to renumber the existing section D and E as sections E and F so that Section 812.3 will read as follows:

#### 812.3 Side and rear yards

Side and rear yards regulations may be modified as follows:

- A. Sills, eaves, belt courses, wing-walls at heights above six feet, window air conditioning units, chimney backs, bay windows, cornices and ornamental features may project a distance not to exceed twenty-four inches into a required side yard, and thirty inches into a required rear yard.
- B. Open fire escapes, fireproof outside stairways and balconies opening from fire towers, and the ordinary projections of chimneys and flues into a rear yard for a distance of not more than three and one-half feet when so placed as to not obstruct light and ventilation, may be approved by the Director of Public Works.
- C. Open, unenclosed porches when less than one hundred eighty feet in roof area may extend twelve feet into a required rear yard.
- D. On a single-family dwelling or multifamily unit, a carport, at least nine feet (9') wide, measured to the edge of the roof line, may be located in the side or side street yard. ~~A-The ce~~carport ~~located on a side or side street yard~~ shall not exceed fifteen feet (15') in height and shall not exceed the length of the side yard of the primary dwelling or unit structure. The carport shall meet the minimum side or side street yard setback and must maintain all other required setbacks. The carport is encouraged to resemble the main residential structure in scale and character-. A maximum of one carport may be located on a property with a single-family dwelling and a maximum of one carport per multifamily unit shall be allowed.
- E. Terraces which do not extend above the level of ground (first) with a one hundred fifty square foot maximum floor area and a six-foot-high screen wall may project five feet into a required yard, provided these projections be distant at least two feet from the adjacent lot line.
- F. Freestanding Automated Teller Machines (ATM's), vending machines, reverse vending machines, shade structures and refuse container areas may be located within the side and/or rear setbacks of any commercial or industrial lot, provided that the structure is not located closer than twelve feet (12') from the side and/or rear property line.

## CHAPTER 8 General Provisions

**Section 812.4 Side street yard** is revised to include amend subsection B and add a new section C so that Section 812.4 will read as follows:

### **812.4 Side street yard**

Side street yard regulations may be modified as follows:

- A. Sills, eaves, belt courses, wing-walls at heights above six feet, window air conditioning units, chimney backs, bay windows, cornices and ornamental features may project a distance not to exceed twenty-four inches into a required side street yard.
- B. Accessory structures may extend up to five feet into a required side street yard.
- C. On a single-family dwelling or multifamily unit, a carport, at least nine feet (9') wide, measured to the edge of the roof line, may be located in the side or side street yard. ~~A The ce~~carport ~~located on a side or side street yard~~ shall not exceed fifteen feet (15') in height and shall not exceed the length of the side yard of the primary dwelling or unit structure in which it is located. The carport shall meet the minimum side or side street yard setback and must maintain all other required setbacks. The carport is encouraged to resemble the main residential structure in scale and character-. A maximum of one carport may be located on a property with a single-family dwelling and a maximum of one carport per multifamily unit shall be allowed.

## II. FINDINGS OF FACT

That this ordinance was duly enacted with all requisites and formalities incident thereto the enactment of ordinance, and such is evidenced by the signatures below; and further that the foregoing recitals are incorporated into this ordinance by reference as findings of fact as if expressly set forth herein.

## III. REPEALER

All ordinances, resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the effect of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

## IV. SEVERABILITY

Should any of the clauses, sentences, paragraphs, sections or parts of this ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

**V. EFFECTIVE DATE**

This ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect upon the date of its final passage and adoption.

**VI. PROPER NOTICE AND MEETING**

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

**PASSED AND APPROVED** this the \_\_\_ day of \_\_\_\_\_, 2022, by a vote of \_\_\_ (ayes) to \_\_\_ (nays) to \_\_\_ (abstentions) of the City Council of Horizon City, Texas.

**Town of Horizon City**

\_\_\_\_\_  
Ruben Mendoza, Mayor

**ATTEST:**

\_\_\_\_\_  
Elvia Schuller, TRMC, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
~~Theresa Cullen Cordova~~ Sylvia Borunda Firth  
AICP, CNU-A  
Assistant City Attorney

\_\_\_\_\_  
Michelle Garcia,  
Planning Director

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

DRAFT

**ORDINANCE NO. 102, AMENDMENT NO. 035**

**AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE TOWN OF HORIZON CITY, TEXAS, CHAPTER 14 (ZONING), EXHIBIT A (ZONING ORDINANCE), TO REVISE AND AMEND THE FOLLOWING: CHAPTER 2 (DEFINITIONS) TO REVISE THE DEFINITIONS OF ACCESSORY STRUCTURE, AWNING, CANOPY, CARPORT AND GARAGE; SECTION 807 (PERMITTED ACCESSORY USES) TO ALLOW DETACHED CARPORTS, AND SECTION 812 (YARDS) TO REVISE THE REGULATIONS OF SIDE AND REAR YARDS, SIDE STREET YARD AND FRONT YARDS TO ALLOW CARPORTS FOR SINGLE-FAMILY DWELLINGS OR MULTIFAMILY UNITS; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; REPEALER; SEVERABILITY; PROPER NOTICE AND HEARING; THE PENALTY BEING AS PROVIDED IN SUBCHAPTER 8, SECTION 810 OF THE CITY CODE OF THE TOWN OF HORIZON CITY, TEXAS, CREATING A MISDEMEANOR PUNISHABLE BY A FINE NOT TO EXCEED \$2,000.00.**

**WHEREAS,** a proposal was brought forward by staff and considered by the Town of Horizon City Planning and Zoning Commission to amend portions of the Zoning Ordinance as set forth in Chapter 14 of the Municipal Code; and

**WHEREAS,** the Planning and Zoning Commission considered the staff's proposals at its May 16, 2022 meeting and voted to recommend approval of the change to the ordinance; and

**WHEREAS,** the notice required by the Texas Local Government Code has been published in a newspaper of general circulation; and

**WHEREAS,** public hearings have been held by the City Council as required by law; and

**WHEREAS,** all written and oral protests (if any) submitted against the proposed ordinance change have been reviewed and considered; and

**WHEREAS,** pursuant to Texas Local Government Code section 51.001, the Town of Horizon City has general authority to adopt an ordinance that is for the good government, peace or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

**WHEREAS,** the City Council finds that it is necessary and proper for the good government, peace and order of the Town of Horizon City to adopt this Ordinance and technical code; and

**WHEREAS**, the Town of Horizon City has created setbacks through ordinances, zoning restrictions and its Building Codes for reasons of public policy such as safety, privacy and environmental protection; and

**WHEREAS**, the City Council finds that it is necessary and proper for the good government, peace and order of the Town of Horizon City to adopt this Ordinance and technical code.

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

## **I. ENACTMENT OF AMENDMENTS**

Pursuant to Sections 51.001 and 51.012 of the Texas Local Government Code, the City Council of the Town of Horizon City hereby enacts and adopts this Ordinance to amend Chapter 14 of the Municipal Code, which chapter regulates zoning within the territorial limits of the Town of Horizon City and related matters, to amend Sections 202, 807, and 812 as follows:

### **CHAPTER 2 General Definitions**

**Section 202, General Definitions**, is revised to amend the definitions of Accessory Structure, Awning, Canopy, Carport, and Garage. The Definitions shall read as follows:

*Accessory Structure.* An incidental subordinate building or other structure customarily detached from, incidental to, and located on the same lot as the main use or building, such as a canopy.

*Awning.* A shelter constructed of fabric or other material supported by the building and installed to extend outward from the building to provide a protective shield for doors, windows and other openings for commercial structures.

*Canopy.* A roofed accessory structure constructed or prefabricated (manufactured elsewhere for assembly) of fabric, metal or other material with supports extending to the ground directly under the canopy placed to extend outward and detached from the primary building or use, providing a shade. Does not include carports.

*Carport.* structure consisting of a solid roof that is open on a minimum of three sides –for the purpose of storing and sheltering of motor vehicles. Does not include canopies.

*Garage.* A fully enclosed motor vehicle shelter, in which motor vehicles used by the tenants of the building or buildings on the premises are stored or kept.

## CHAPTER 8 General Provisions

### Section 807 Permitted Accessory Uses

**807.1 General subsection H, Residential Accessory Structures,** and subsection H.2. are hereby amended to read as follows:

H. Residential Accessory Structures incidental to residential use meeting the definition set forth in this Ordinance, to include, but not be limited to, the following: garden house/greenhouse as a hobby, home workshop or tool shed, pool house or other accessory structure incidental to a pool, detached private garage, detached carport, detached porch, storage building, or pergola, canopy or gazebo, are permitted provided they additionally meet the following requirements. In no instance shall a residential accessory structure be used as a dwelling unit or be used for sleeping or other overnight occupancy.

2. The structure shall be a minimum of five (5) feet from the main building, except that carports may be located in a side or side street yard in accordance Sections 812.3 and 812.4 and shall comply with the side and side street setback requirements. No rear yard setbacks shall be required when the structure is located in the rear yard provided that the structure has been constructed in compliance with the Technical Codes of the Town of Horizon City.

## CHAPTER 8 General Provisions

### Section 812 Yards

**Section 812.2 Front Yards** is revised to include a new subsection E and to renumber the existing section E as F so that subsections E and F will read as follows:

E. On a single-family dwelling or multifamily unit a carport, over a twenty-four foot (24') wide maximum driveway, or a thirty foot (30') wide maximum driveway when permitted by Section 3.06.188 of the Municipal Code, may extend not more than a length of fifteen feet (15') into a required front yard setback, measured to the edge of the roof line, for a maximum of four hundred fifty (450) square feet in size. The carport shall not exceed a height of fifteen feet (15') and must maintain setbacks from the side property lines that are the equal to the required side yard and side street yard setbacks. The carport is encouraged to resemble the main residential structure in scale and character. A maximum of one carport may be located on a property with a single-family dwelling and a maximum of one carport per multifamily unit shall be allowed.

F. Chimney backs, bay windows, eaves and cornices may extend not more than thirty (30) inches into the required front yard except that cornices and eaves of the main building may extend not more than four (4) feet into the front yard.

## CHAPTER 8 General Provisions

### Section 812 Yards

**Section 812.3 Side and rear yards** is revised to include a new subsection D and to renumber the existing section D and E as sections E and F so that Section 812.3 will read as follows:

#### 812.3 Side and rear yards

Side and rear yards regulations may be modified as follows:

- A. Sills, eaves, belt courses, wing-walls at heights above six feet, window air conditioning units, chimney backs, bay windows, cornices and ornamental features may project a distance not to exceed twenty-four inches into a required side yard, and thirty inches into a required rear yard.
- B. Open fire escapes, fireproof outside stairways and balconies opening from fire towers, and the ordinary projections of chimneys and flues into a rear yard for a distance of not more than three and one-half feet when so placed as to not obstruct light and ventilation, may be approved by the Director of Public Works.
- C. Open, unenclosed porches when less than one hundred eighty feet in roof area may extend twelve feet into a required rear yard.
- D. On a single-family dwelling or multifamily unit, a carport, at least nine feet (9') wide, measured to the edge of the roof line, may be located in the side or side street yard. The carport shall not exceed fifteen feet (15') in height and shall not exceed the length of the side yard of the primary dwelling or unit structure. The carport shall meet the minimum side or side street yard setback and must maintain all other required setbacks. The carport is encouraged to resemble the main residential structure in scale and character. A maximum of one carport may be located on a property with a single-family dwelling and a maximum of one carport per multifamily unit shall be allowed.
- E. Terraces which do not extend above the level of ground (first) with a one hundred fifty square foot maximum floor area and a six-foot-high screen wall may project five feet into a required yard, provided these projections be distant at least two feet from the adjacent lot line.
- F. Freestanding Automated Teller Machines (ATM's), vending machines, reverse vending machines, shade structures and refuse container areas may be located within the side and/or rear setbacks of any commercial or industrial lot, provided that the structure is not located closer than twelve feet (12') from the side and/or rear property line.

## CHAPTER 8 General Provisions

**Section 812.4 Side street yard** is revised to include amend subsection B and add a new section C so that Section 812.4 will read as follows:

### **812.4 Side street yard**

Side street yard regulations may be modified as follows:

- A. Sills, eaves, belt courses, wing-walls at heights above six feet, window air conditioning units, chimney backs, bay windows, cornices and ornamental features may project a distance not to exceed twenty-four inches into a required side street yard.
- B. Accessory structures may extend up to five feet into a required side street yard.
- C. On a single-family dwelling or multifamily unit, a carport, at least nine feet (9') wide, measured to the edge of the roof line, may be located in the side or side street yard. The carport shall not exceed fifteen feet (15') in height and shall not exceed the length of the side yard of the primary dwelling or unit structure in which it is located. The carport shall meet the minimum side or side street yard setback and must maintain all other required setbacks. The carport is encouraged to resemble the main residential structure in scale and character. A maximum of one carport may be located on a property with a single-family dwelling and a maximum of one carport per multifamily unit shall be allowed.

## II. FINDINGS OF FACT

That this ordinance was duly enacted with all requisites and formalities incident thereto the enactment of ordinance, and such is evidenced by the signatures below; and further that the foregoing recitals are incorporated into this ordinance by reference as findings of fact as if expressly set forth herein.

## III. REPEALER

All ordinances, resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the effect of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

## IV. SEVERABILITY

Should any of the clauses, sentences, paragraphs, sections or parts of this ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

**V. EFFECTIVE DATE**

This ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect upon the date of its final passage and adoption.

**VI. PROPER NOTICE AND MEETING**

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

**PASSED AND APPROVED** this the \_\_\_ day of \_\_\_\_\_, 2022, by a vote of \_\_\_ (ayes) to \_\_\_ (nays) to \_\_\_ (abstentions) of the City Council of Horizon City, Texas.

**Town of Horizon City**

\_\_\_\_\_  
Ruben Mendoza, Mayor

**ATTEST:**

\_\_\_\_\_  
Elvia Schuller, TRMC, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Sylvia Borunda Firth Michelle Garcia, AICP, CNU-A  
Assistant City Attorney

\_\_\_\_\_  
Planning Director

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_