



HORIZON CITY

Incorporated 1988

**AGENDA
PUBLIC MEETING
SPECIAL CITY COUNCIL MEETING
THE TOWN OF HORIZON CITY, TEXAS
Tuesday, August 27, 2024, 6:00 PM**

Notice is hereby given that a Special City Council Meeting of the Town of Horizon City, Texas will be held on **Tuesday, August 27, 2024 at 6:00 PM** at City Council Chambers Room, 15001 Darrington Road, Horizon City, TX 79928, at which time the following will be discussed and considered:

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

CONSENT AGENDA

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

- 3. Approval of Minutes from:** **3**
Mayor/City Clerk
8/13/24 Regular City Council Meeting.

- 4. Discussion and Action:** **7**
Mayor/EDC Executive Director
On a Resolution authorizing the Mayor to sign the Letter Agreement for Surveying Services between the Town of Horizon City, Texas and Brock & Bustillos Inc, in an amount not to exceed \$22,000.00.

- 5. Request to Excuse Absent Council Members:**
- 6. Approval of Consent Agenda Items:**

REGULAR AGENDA

- 7. PUBLIC HEARING:**
Mayor/Finance Director
Public Hearing on Adoption of the Fiscal Year 2024/2025 Budget: For the purpose of allowing the public to question and comment on the proposed Fiscal Year 2024/2025 Budget. Copies of the proposed budget are available for your review at the City Clerk's Office at the Town of Horizon City, 14999 Darrington Road, Horizon City, Texas between the hours of 7:00 am to 6:00 pm Monday through Thursday and are available on the City's website.

- 8. 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, 8/23/2024

By: _____
Elvia Schuller, City Clerk

I, the undersigned authority, hereby certify that the above notice of the Special City Council Meeting of the Town of Horizon City, Texas is a correct copy of this notice, and that I posted this notice at least seventy-two (72) hours preceding the scheduled meeting at the City Hall Bulletin Boards of the Town of Horizon City, Texas on this Friday, 8/23/2024 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, August 13, 2024, 6:00 PM**

Notice is hereby given that a Regular City Council Meeting of the Town of Horizon City, Texas was held on **Tuesday, August 13, 2024 at 6:00 PM**, at City Council Chambers Room, 15001 Darrington Road, Horizon City, TX 79928, at which time the following was discussed and considered:

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

Meeting called to order at 6:00 pm. City Council Member Scott Quiroz was absent. Quorum Established.

2. Open Forum:

No one signed up to speak.

CONSENT AGENDA

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

3. Approval of Minutes from:

Mayor/City Clerk
8/6/24 Special City Council Meeting.

4. Discussion and Action:

Mayor/CIP Manager
On change order #2 to Allied Paving for \$28,987.72 for the Oxbow, Pawling & Breaux project.

5. Discussion and Action:

Mayor/Chief Vargas
That the City Council accepts the sum of \$3,802.40 as forfeited funds subject to the rules and regulations of Article 59 of the Texas Code of Criminal Procedure and approves the expenditure of the sum of \$3,813.12 to purchase the firearms and other equipment described on Exhibit "A" attached hereto and incorporated herein.

6. Request to Excuse Absent Council Members:

7. Approval of Consent Agenda Items:

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

REGULAR AGENDA

8. Discussion and Action:

Mayor/Chief Vargas
On the approval of the FY2025 El Paso County 911 District annual budget.

911 District Executive Director, Scott Calderwood spoke regarding this item.

A motion was made by Councilman Padilla and seconded by Councilwoman Urrutia to approve the FY2025 El Paso County 911 District annual budget. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Absent; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

9. **ANNOUNCEMENT:**

Mayor/Finance Director

The Public Hearing on the Proposed FY 2024 - 2025 Budget will be conducted on August 27, 2024 and the Public Hearing on the Proposed Tax Rate will be conducted on September 10, 2024 at 6:00 pm at 15001 Darrington Road. The adoption of the FY 2024 Budget and Tax Rate will be on September 10, 2024.

Finance Director, Lilia Gaytan spoke regarding this item.

10. **Discussion and Action:**

Mayor/Finance Director

Announcement of the intent to adopt the Voter-Approval Tax Rate of \$0.559362 for FY 2024-2025 and publication of notice.

Finance Director, Lilia Gaytan spoke regarding this item.

A motion was made by Councilman Padilla and seconded by Councilwoman Urrutia to approve the adoption of the Voter-Approval Tax Rate of \$0.559362 for FY 2024-2025 and publication of notice. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Absent; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

11. **Discussion:**

Mayor/Finance Director

1st Reading of Ordinance _____, An Ordinance of the City Council of the Town of Horizon City, Texas, approving the 2024 ad valorem tax rate and levy of assessed valuation of all taxable property within the corporate limits of the city; providing for penalties and interest; and providing for the following: findings of fact; severability; savings clause; publication and effective date.

Finance Director, Lilia Gaytan spoke regarding this item.

12. **Discussion:**

Mayor/Finance Director

1st Reading of Ordinance No. _____, An Ordinance of the Town of Horizon City, Texas enacting the municipal budget for fiscal year 2024-2025; funding municipal purposes; authorizing expenditures; providing for repealer and severability clauses.

Finance Director, Lilia Gaytan; Municipal Judge, Mario Gonzalez and Asst. City Atty, Sylvia Firth spoke regarding this item. This item was temporarily tabled and brought back for discussion after item #15.

13. **Discussion and Action:**

Mayor/Finance Director

That the Mayor is authorized to sign the Interlocal Agreement between the Town of Horizon City ("City") and Texas Municipal League Intergovernmental Risk Pool ("TMLIRP") to procure Cyber Liability & Data Breach Response Coverage 2024-2025.

Finance Director, Lilia Gaytan spoke regarding this item.

A motion was made by Councilman Mendoza and seconded by Councilwoman Urrutia to authorize the Mayor to sign the Interlocal Agreement between the Town of Horizon City ("City") and Texas Municipal League Intergovernmental Risk Pool ("TMLIRP") to procure Cyber Liability & Data Breach Response Coverage 2024-2025. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Absent; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

14. Discussion and Action:

Mayor/CIP Manager

On an update on the Capital Improvement Program.

CIP Manager, Terry Quezada spoke regarding this item.

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

15. Discussion and Action:

Mayor/CIP Manager

Update on the ARPA Program.

CIP Manager, Terry Quezada spoke regarding this item.

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

Item #16 was taken after Item #12.

16. Discussion and Action:

Mayor/CIP Manager

On the selection of a transit plaza site.

CIP Manager, Terry Quezada and Able City Consultant, Carlos Gallinar spoke regarding this item.

A motion was made by Councilman Padilla and seconded by Councilman Mendoza to approve the transit plaza site recommended by Able City. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Absent; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

17. Discussion and Action:

Mayor/Chief Vargas

To approve a collective bargaining agreement between the Town of Horizon City and the Horizon City Police Officer's Association for a term commencing October 1, 2024 through September 30, 2029.

Police Chief, Marco Vargas and Horizon City Police Association President, Abel Labrado spoke regarding this item.

A motion was made by Councilman Padilla and seconded by Councilman Mendoza to approve the collective bargaining agreement between the Town of Horizon City and the Horizon City Police Officer's Association for a term commencing October 1, 2024 through September 30, 2029.. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Absent; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

A motion was made by Councilman Miller and seconded by Councilwoman Urrutia to adjourn into Executive Session at **7:51 PM**. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Absent; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

18. **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).

a. **Discussion:**

On real estate discussions for the TOD/Town Center.

The Mayor and Council Reconvened into Open Session at 8:14 PM.

Upon returning to Open Session the following action was taken:

A motion was made by Councilwoman Urrutia and seconded by Councilman Mendoza that the Horizon City Council allow the Mayor to sign the purchase agreement for the acquisition of eighteen (18) parcels of land located within the Town of Horizon City's TOD area. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Absent; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

ADJOURNMENT

A motion was made by Councilman Miller and seconded by Councilwoman Urrutia to adjourn at 8:15 PM.

Approved this ____ day of _____, 20__.

Attest:

Elvia Schuller, City Clerk

Andres Renteria, Mayor

RESOLUTION

That the Mayor is authorized to sign the Letter Agreement For Surveying Services between the Town of Horizon City, Texas and Brock & Bustillos Inc, in an amount not to exceed \$22,000.00.

PASSED AND APPROVED THE _____ DAY OF August 2024.

TOWN OF HORIZON CITY

**By: _____
Andres Renteria, Mayor**

ATTEST:

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

APPROVED AS TO FORM:

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



ROMAN BUSTILLOS, P.E.
President

SERGIO J. ADAME, P.E.
Vice President - Engineering
AARON ALVARADO, R.P.L.S.
Vice President - Surveying

HECTOR MARTINEZ, P.E.
Associate Partner

TBPE Reg. No. F-737
TBPLS Reg. No. 101314-00

August 27, 2024

VIA E-MAIL: MAYOR@HORIZONCITY.ORG

Mayor Andres Renteria
Town of Horizon City
14999 Darrington Rd.
Horizon City, Texas 79928

Attn: Mr. Andres Renteria, Mayor

Re: Eighteen (18) parcels being Lots 1, 4, 5, 6, 9, 10 and 12, Block 3, Lots 2, 3 and 20, Block 4, Lots 21, 22, 23 and 24, Block 11 and Lots 1, 3, 4, 5, Block 13, Horizon Country Club Estates Unit One, Horizon City, El Paso County, Texas
Proposal No. 2024-0711REV

Dear Mr. Renteria:

We appreciate the opportunity to present to you our proposal for Professional Surveying Services for the above-referenced project. The following is our proposed Scope of Work:

SCOPE OF WORK:

1. Request and review the title commitments or title reports for each of the eighteen (18) subject parcels provided by the client;
2. Research all available deeds, easements, plats, maps and surveys for each of the said subject parcels;
3. Locate and measure any property corners, right-of-way monuments and survey corners for each of the said subject parcels and all adjoining;
4. Perform boundary and improvement survey for each of the said subject parcels;
5. Set or locate the property corners for each of the said subject parcels;
6. Prepare a boundary and improvements survey plat for each of the said subject parcels; and
7. Deliver one (1) pdf copy of the plat of survey for each of the said subject parcels to the Town of Horizon City.

EXEMPTIONS:

The above Scope of Work exclude: Topographic Survey; Traffic Impact Analysis (TIA); easement plats and legal descriptions; ALTA/NSPS Land Title Survey; title commitment; title reports; application fees; filing fees; soils investigation; environmental studies; drainage study; sub-surface utility engineering; elevation certificate; construction staking; as-built survey; preparation of as-built plans; staking of city monuments; certification of city monuments; and any other item not specifically listed in the above scope of work.

COMPLETION:

Brock & Bustillos Inc. will complete the above Scope of Work within twenty-five (25) workdays of receiving your written notice to proceed and title commitments or reports.

BASIS OF COMPENSATION:

We propose that Brock & Bustillos Inc. be paid a Lump Sum Amount of **\$22,000.00** for the above Scope of Work. Charges for any additional work not listed in the above Scopes of Work will be done in accordance with the attached "Other Terms and Conditions".

TERMINATION AGREEMENT:

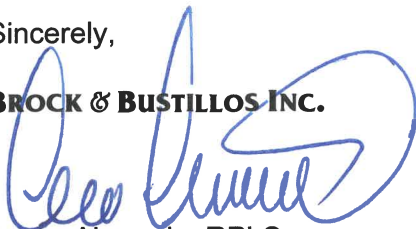
This agreement may be terminated without cause at any time prior to completion of work by either "**Town of Horizon City**" or **BROCK & BUSTILLOS INC.** by seven days written notice to the other. Upon termination, "**Town of Horizon City**" will owe **BROCK & BUSTILLOS INC.** for all compensation earned under this Agreement on the date of termination.

ACCEPTANCE:

If this proposal meets with your approval, we will consider the receipt of one signed copy of this Proposal as our authorization to proceed. Please call if you have any questions. We look forward to serving you on this project.

Sincerely,

BROCK & BUSTILLOS INC.



Aaron Alvarado, RPLS
Vice President Surveying

Attachment: (1) Other Terms & Conditions

Authorization To Proceed

Name: _____

Title: _____

Signature: _____

Date: _____

P.O./REF. No.: _____

OTHER TERMS AND CONDITIONS

Brock & Bustillos Inc. shall perform the services outlined in this agreement for the stated fee arrangement.

Service Fees:

The total fee shall be understood to be an estimate unless the agreement is for a Lump Sum amount. The estimate shall not be exceeded by ten percent without written approval of the Client. For the services of the Engineer's staff (except survey personnel covered below) the charge will be the "Salary Cost" of each employee so engaged plus a multiplier of 2.5. "Salary Cost" is defined as the cost of salaries of the Engineer's employees for time directly chargeable to the Project, plus cost of social security contributions, unemployment, excise and payroll taxes, employment compensation insurance, medical and insurance benefits, sick leave, vacation, and holiday pay applicable thereto. The overtime premium (required by the Fair Labor Standards Act for nonexempt classifications) for draftsmen and technician classifications will be charged for overtime hours worked because of the Client's requirements, and upon his specific authorization.

For the Engineer's survey crews, the following schedule of rates applies. Overtime rate applies for hours in excess of eight (8) per day, Saturday, Sunday and Holidays.

	<u>BASIC RATE</u>	<u>OVERTIME RATE</u>
Two-Man Party	\$170.00/Hour	\$232.00/Hour
Three-Man Party	\$238.00/Hour	\$295.00/Hour
Two-Man w/Prof. Surveyor as Party Chief	\$295.00/Hour	\$341.00/Hour

Direct Expenses:

For all direct expense, including supplies, transportation, telephone toll charges, reproductions, etc., and travel and subsistence for the Engineer's officers and staff, all as required for the proper execution of the work, and for all work subcontracted, the charge will be invoice cost plus 10 percent. Travel by vehicles owned by the Engineer will be at .670 cents per mile and surveying vehicles will be at 1.030 cents per mile.

Outside Services:

For outside services, such as soil investigations, laboratory tests, or retaining special consultants, Client may contract directly with a third party for such services, or may contract through Brock & Bustillos Inc. If such contracts are made through Brock & Bustillos Inc., a service charge of 10 percent will be added to the net amount of the contract.

Indemnification:

The Client shall indemnify and hold harmless Brock & Bustillos Inc. and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except Brock & Bustillos Inc.), or anyone for whose acts any of them may be liable.

Risk Allocation:

In recognition of the relative risks, rewards and benefits of the project to both the Client and Brock & Bustillos Inc., the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, Brock & Bustillos Inc.'s total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed ten times our fee or \$50,000, whichever is less. Such caused include, but are not limited to Brock & Bustillos Inc.'s negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Ownership of Documents:

All documents produced by Brock & Bustillos Inc. under this agreement shall remain the property of Brock & Bustillos Inc. and may not be used by the Client for any other endeavor without the written consent of Brock & Bustillos Inc.

Dispute Resolution:

Any claim or dispute between the Client and Brock & Bustillos Inc. shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). This agreement shall be governed by the laws of State of Texas.

Sales Tax and Gross Receipts Tax:

The State of Texas has imposed sales tax on certain boundary related survey services. When applicable, the invoice will show total amount of taxable services, percentage rate of sales tax, and amount of sales tax charged.

The State of New Mexico imposes a gross receipts tax on all professional services performed in New Mexico. The gross receipts tax rates varies throughout the state of New Mexico depending on the location of the project site. Gross receipts tax will be added to all costs for services performed in the State of New Mexico.

Billings/Payments:

Invoices for Brock & Bustillos Inc.'s services shall be submitted either upon completion of such services or on a monthly basis. Payment to the Engineer will be due upon receipt of monthly invoices. If Client fails to pay the Engineer the full invoice amount within thirty (30) days of receipt, Client will be charged for collection efforts in accordance with this Compensation Schedule. If payment is not received by the 60th day, a Work Stoppage Order will become effective. If payment is not received by the 75th day, a Mechanic's Lien will be filed with the County Clerk's Office in pursuit of payment for professional surveying and/or engineering services, in accordance with the procedures as outlined in the most current edition of the Texas Property Code. Aged invoices will begin accumulating collection fees and 1.50% interest per month based on an average APR of 18.0 % per year after the 100th day of the invoice.