

## **RESOLUTION**

That the Mayor is authorized to sign a Developer Participation Agreement between the Town of Horizon City and SCB Holdings LTD for over width paving on the extension of Kenazo adjacent to Weaver & Kenazo, in an amount not to exceed \$151,789.20.

**PASSED AND APPROVED THE \_\_\_\_\_ DAY OF May 2025.**

**TOWN OF HORIZON CITY**

**By: \_\_\_\_\_**  
**Andres Renteria, Mayor**

**ATTEST:**

**By: \_\_\_\_\_**  
**Elvia Schuller, City Clerk**

**APPROVED AS TO FORM:**

**By: \_\_\_\_\_**  
**Sylvia Borunda Firth**  
**City Attorney**

STATE OF TEXAS                    )  
  )     **DEVELOPER PARTICIPATION AGREEMENT**  
COUNTY OF EL PASO            )

This Developer Participation Agreement is executed and made effective this day \_\_\_\_ of \_\_\_\_\_, 2025, the date last signed by a party to this agreement, by and between the TOWN OF HORIZON CITY, hereinafter referred to as the "City", and SCB Holdings LTD, a Texas Corporation, hereinafter referred to as the "Developer."

**WITNESSETH:**

**WHEREAS**, Developer, in conjunction with its design and construction of Weaver & Kenazo Subdivision (the "Development"), located east of Kenazo Ave. and South of Weaver Rd., desires to proceed with the design and construction of a portion of right-of-way within the Kenazo Ave. (the "Project") to provide access to the Development; and

**WHEREAS**, Texas Local Government Code 212.071 authorizes a municipality with 5,000 or more inhabitants to enter into a contract with a developer to construct public improvements related to the development, not including a building, without complying with the competitive bidding procedures of Local Government Code Chapter 252; and

**WHEREAS**, Texas Local Government Code 212.072 limits the municipality's participation in the cost of the public improvements to thirty percent (30%) of the total contract price for the additional public improvements; and

**WHEREAS**, Developer's design and construction of the full width of a portion of Kenzo Ave., standard curb and gutter, 5' ft. sidewalk, red screenings-median and relocate existing dead end guardrail, will enhance the traffic flow in the area and serve as a key entrance to the Development and will be consistent with the improvements in and around the Development, will provide a benefit to local tax payers, and is in the best interest of the citizens of the City; and

**WHEREAS**, the Developer and the City agree that the Developer shall design and construct on the City's right-of-way to the west of the Development; and

**NOW, THEREFORE**, in consideration of the promises and of the mutual covenants and agreements of the parties hereto, the City and Developer do agree as follows:

1. **Scope of Project.** The "Project" is defined as design and construction of a portion of Kenazo Ave. right-of-way at the Development's west entrance, pursuant to the Construction Drawings, Plans and Specifications attached hereto as Exhibit "A" and incorporated herein by reference for all purposes (the "Plans"). All work, materials and construction shall comply with the Construction Drawings, Plans and Specifications as approved by the City's Engineer.
  - a. Developer shall construct all improvements required under this Agreement pursuant to the terms and conditions specified herein.
  - b. In constructing the improvements, to include but not be limited to the use of or the

adjustment of the abutting traffic lanes on Kenazo Ave. and Weaver Rd. during the construction, Developer shall comply with all applicable federal, state and local laws including all City ordinances, codes and regulations, to include but not be limited to compliance with the "Texas Manual of Uniform Traffic Control Devices" as the minimum standards for the placement of barricades and signs for safeguarding pedestrian and vehicular traffic. Failure to do so in any manner shall constitute a material breach of this Agreement. In addition, Developer shall obtain all permits and inspections required by the City and be responsible for any costs associated with obtaining such permits and inspections. A material breach of this contract by the Developer gives the City the right to suspend the work and require a correction of any violation before the work may continue and, at the City's election entitles the City to declare the contract void if the Developer does not remedy the breach within ten days after receipt of notice of breach from the City, and recover any damages the City may suffer due to the failure of the Developer to complete the Project.

- c. Developer shall not commence construction of the improvements without receiving the written approval by the City's Engineer on the materials and construction and which approval shall not be unreasonably withheld or delayed.
- d. Developer agrees that construction of the improvements shall be pursued regularly, diligently, and uninterrupted at such a rate of progress as shall ensure substantial completion of the Project within the time specified. It is expressly understood and agreed, by the Developer and the City, that the time for the completion of the project is a reasonable time for completion.

**2. Inspection and Acceptance.**

- a. The City shall make routine inspections of the construction, including a final inspection prior to acceptance. All work performed by the Developer or its agent shall be done in a good and workmanlike manner satisfactory to the City. If the work is not acceptable to the Town at the time of such inspection, the City shall inform the Developers as to the particular defects to be remedied before final acceptance shall be made.
- b. All improvements shall be completed and accepted for operation and maintenance by the City within 24 months following the Effective Date of this Agreement, unless otherwise extended by written agreement and approval by the City, subject to delays by reason of Force Majeure. The term "Force Majeure" means an event that causes delay by reason of an act of God, fire, windstorm, flood, explosion, collapse of structure or other casualty, epidemic, infectious disease, riot, war, terrorism, military power, labor disputes, failure of utility service, court order, inability to obtain materials, adverse weather that is unusual and unanticipated for the period of time, or an act of like nature that is beyond the reasonable control of either party.

- 3. Project Funding and Cost.** The Developer's Engineer has estimated the cost of construction to be \$151,789.20. The cost estimate is attached to this agreement as Exhibit "B". The Developer agrees that all of the improvements under this Agreement are necessary and attributable to their proposed development and for the purpose of providing improved access to the Property. Developer understands and agrees that the Developer will be solely responsible for all costs associated with the Project, even if

the cost exceeds the given estimate, and shall not request reimbursement from the City. The Town shall not be responsible for any Project costs incurred by the Developer.

4. **Insurance.** Developer agrees to procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Developer and the Developer's employees performing work covered by this Agreement, and the City from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Developer or by anyone directly or indirectly employed by the Developer. The minimum limits of liability and coverages shall be as follows:

**COMMERCIAL GENERAL LIABILITY**

**Personal Injury or Death**

\$1,000,000.00 for one person or occurrence

\$2,000,000.00 for two or more persons or occurrences

**Property Damage**

\$1,000,000.00 per occurrence

**General Aggregate**

\$1,000,000.00

**AUTOMOBILE LIABILITY**

**Combined Single Limit**

\$1,000,000.00 per accident

5. **Warranty.** The Developer warrants and guarantees for one (1) year from Final Inspection and Acceptance of the Project. This includes a Warranty and Guarantee against any and all defects for one (1) year from Final Inspection and Acceptance. The Developer must correct any and all defects in material and/or workmanship which may appear during the Warranty period, or any defects that occur within one (1) year of Final Inspection and Acceptance at no cost to the Town, within a reasonable period of time, and to the Town's satisfaction.
6. **Records.** Developer's books and other records relating to the Project shall be available for inspection by the Town.
7. **Conformance with Specifications and City standards.** Developer certifies that the Project will be completed in conformance with the Construction Drawings, Plans and Specifications as approved by the City's Engineer.
8. **INDEMNITY.** Developer agrees to indemnify the City for any engineering errors made or caused by Developer's engineer or any construction errors caused by Developer's contractor that impair or prevent the use of the Improvements.

**Developer and his sureties shall indemnify, defend and save harmless**

**the City and all of its officers, agents and employees, including any member of its governing body, from all suits, actions or claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons or property, or allegedly suffered by any person, persons, or property (including without limiting the foregoing, injury to or death of persons and damage to property) on account of or incidental to the work, services of activities of the Developer during the construction of the Project; or on account of the failure of the Developer to provide the necessary shoring, barricades, warning lights or signs; and shall be required to pay any judgment, with cost, which may be obtained against the City growing out of such injury or damage, including reasonable attorney's fees, expert witnesses' and consultants' fees and all other costs of suit.**

**Developer further agrees that is shall at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, employees, subcontractors, licensees, invitees and other persons, as well as their property, while in the vicinity where the improvements are being made. It is expressly understood and agreed that City shall not be liable or responsible for the negligence of Developer, including but not limited to its officers, agenda, employees, subcontractors, licensees, invitees and other persons.**

**It is further agreed with respect to the above indemnity, that City and Developer will provide the other prompt and timely notice of any event covered which in any way, directly or indirectly, contingently or otherwise, affects or might affect the Developer or City, and City shall have the right to compromise and defend the same to the extent of its own interests.**

9. **Term.** This Agreement shall become enforceable upon execution by the City and Developer and shall be effective on the Effective Date. This Agreement shall not expire, subject to the laws of the State of Texas, unless terminated by mutual written agreement of the parties.
10. **Notice.** Any notice and or statement required and permitted to be delivered shall be deemed delivered by actual delivery, facsimile with receipt of confirmation, or by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

**Developer:** \_\_\_\_\_  
ATTN: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**City:** Town of Horizon City  
ATTN: Eduardo Garcia, Interim Planning Director  
14999 Darrington Rd.  
Horizon City, TX 79928

Either party may designate a different address at any time upon written notice to the other party.

11. **Interpretation.** The City and Developer agree that this Agreement has been freely negotiated by both parties. Regardless of which party prepared the initial draft of this Agreement, this Agreement shall, in the event of any controversy, dispute or contest over its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any party, nor shall any presumption or conclusion be drawn against either party by virtue of that party having drafted this Agreement or any portion thereof.
12. **Applicable Law.** This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas and venue shall lie in the State courts of El Paso County, Texas.
13. **Severability.** In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the parties that the remainder of this Agreement shall not be affected. It is also the intention of the parties of this Agreement that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.
14. **Paragraph Headings.** The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.
15. **Relationship of the Parties.** It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The City, its past and future officers, elected officials, employees and agents do not assume any responsibilities or liabilities to any third party in connection with the development of the Property. Developer further acknowledges that it is not an agent, servant or employee of the City and is therefore, responsible for its own actions performed by itself, its agents and employees during the term of this Agreement.

16. **Exhibits.** The Exhibits attached hereto are incorporated by reference for all purposes.  
**Town of Horizon City, Texas**

\_\_\_\_\_  
Andres Renteria  
Mayor

Attest:

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

**Developer**

\_\_\_\_\_  
By: \_\_\_\_\_  
Title and printed name

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

The last date signed by one of the parties shall be the effective date and shall be entered above.

State of Texas        §  
County of El Paso    §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_ 2025 by \_\_\_\_\_, Mayor of the Town of Horizon City, Texas.

\_\_\_\_\_  
Notary Public, State of Texas

State of Texas       §  
County of El Paso   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2025,  
by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, a Texas  
corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas



WEAVER & KENAZO  
SUBDIVISION

TRACT 1-J-1, SECTION 43, BLOCK 78, TOWNSHIP 3  
T.&P. RAILWAY Co. SURVEYS, EL PASO COUNTY, TEXAS.  
9.984 ACRES ±

PROPOSED LAND USE  
COMMERCIAL  
COMMERCIAL LOTS = 1

SCHOOL DISTRICT  
CLINT  
INDEPENDENT  
SCHOOL DISTRICT

DEDICATION

BAIN INVESTMENTS, the owner of this land, does hereby present this map and dedicate their respective portions of property to the use of the public, the streets, drives, ponding area, drainage right-of-way, and utility easements as hereon laid down and designated, including easements for overhang of service wires for pole type utilities and the right for installation of service poles alongside lot lines as may be required, easements for buried service wires, conduits and pipes for underground utilities, and the right to ingress and egress for service and construction, and the right to trim interfering trees and shrubs. Kenazo Avenue to be done by developer.

We certify that all utilities have been or will be installed in accordance to requirements by the local utility companies and the Town of Horizon City.

We attest that the matters asserted in this plat are true and complete

Witness my signature this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

SCOTT BAIN  
BAIN INVESTMENTS

ACKNOWLEDGEMENT

STATE OF TEXAS  
COUNTY OF EL PASO

Before me, the undersigned authority, on this day personally appeared XXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXX, BAIN INVESTMENTS, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that executed the same as the act and deed for the purpose and consideration herein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

Notary Public in and for El Paso County, Texas

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

TOWN OF HORIZON CITY TOWN COUNCIL

This subdivision is hereby approved as to the platting and as to the conditions of the dedication in accordance with Chapter 212 of the Local Government Code of Texas, this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

Accepted and adopted by the City Council of Town of Horizon City this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

Elvia Schuller, City Clerk

Andres Renteria, Mayor

Approved for filing this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

HUITT-ZOLLARS, INC. (Town Engineer)  
by Isabel Vasquez, P.E.,  
Vice President

FILING

Filed and recorded in the office of the County Clerk of El Paso County, Texas, this \_\_\_\_\_ day of \_\_\_\_\_ 2023, in Volume \_\_\_\_\_ of the Plat Records,  
Page \_\_\_\_\_, File No. \_\_\_\_\_.

County Clerk

by Deputy

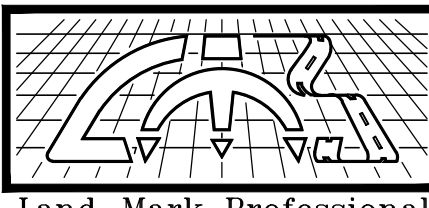
Subdivision improvement plans prepared by and under the supervision of:

This plat represents a survey made on the ground by me or under my supervision and complies with the current Texas Board of Professional Land Survey Professional and Technical Standards.

Sandra M. Hernandez, P.E.  
Registered Professional Engineer  
Registration No. 97224

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

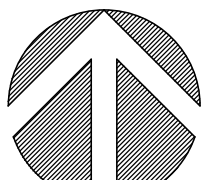
SURVEYOR



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

DATE OF PREPARATION: JUNE 19, 2023  
DATE OF LAST REVISION: NOVEMBER 20, 2023

| CURVE | RADIUS  | LENGTH | CHORD  | BEARING     | DELTA     |
|-------|---------|--------|--------|-------------|-----------|
| C1    | 28.00'  | 11.58' | 28.40' | N44°43'20"E | 90°27'56" |
| C2    | 384.00' | 62.72' | 62.64' | N85°16'36"E | 09°21'24" |
| C3    | 384.00' | 59.08' | 59.02' | S85°32'08"W | 08°48'53" |



NORTH  
SCALE: 1" = 50'

LEGEND

- SUBDIVISION BOUNDARY LINE
- STREET RIGHT OF WAY
- STREET CENTERLINE
- EASEMENT LINE
- BLOCK NUMBER
- LOT NUMBER
- ADDRESS

P.O.C.  
Exist. 1/2"  
Rebar at  
Northwest Corner  
of Section 43

S. KENAZO AVENUE  
( 90.0' R. O. W. )

WEAVER ROAD  
( 70.0' R. O. W. )

1

434,901 Sq. Ft.  
9.984 Acres  
14100

BAIN INVESTMENTS  
Doc.# 20050117231  
PID# 164056

C1

N89°57'18"E

90.13'

385.26'

N00°33'07"W

S89°56'35"W

Exist. 5/8" Rebar  
w/Cap Stamped  
"TX4680"

LOT 6, BLOCK 2,  
TEXLAND SUBDIVISION,  
TEXLAND INDUSTRIAL PARK  
Doc.# 20050061771

LOT 5, BLOCK 2,  
TEXLAND SUBDIVISION,  
TEXLAND INDUSTRIAL PARK  
Doc.# 20050061771

LOT 4, BLOCK 2,  
TEXLAND SUBDIVISION,  
TEXLAND INDUSTRIAL PARK  
Doc.# 20050061771

HORIZON CITY PROPERTIES, LLC.  
Doc.# 20050012429

405.76'

S00°02'42"E

C3

1012.59'

992.41'

C2

LOCATION MAP

SCALE: 1"=1000'



BENCHMARK

CITY MONUMENT AT THE CENTERLINE INTERSECTION OF  
KENAZO AVENUE & WEAVER ROAD.  
ELEVATION 4020.01' (NAVD 88 DATUM)

PLAT NOTES AND RESTRICTIONS

- BEARINGS ARE BASED ON UNDERLYING DEEDS.
- = THIS SYMBOL REPRESENTS ALL EXISTING STREET MONUMENTS LOCATIONS.
- MBU = THIS SYMBOL REPRESENTS U.S. POSTAL SERVICE COLLECTION BOX UNITS. POSTAL SERVICE WITHIN THE SUBDIVISION WILL BE PROVIDED USING NEIGHBORHOOD DELIVERY AND COLLECTION BOX UNITS.
- ACCORDING TO THE FEDERAL EMERGENCY MAPPING AGENCY, FLOOD INSURANCE RATE MAP, PANEL NO. 480212 0250B, DATED SEPTEMBER 4, 1991, THIS PROPERTY APPEARS TO LIE WITHIN ZONE "X" WHICH BY DEFINITIONS IS NOT A SPECIAL FLOOD HAZARD ZONE.
- ALL UTILITY EASEMENTS ARE 10 FEET WIDE UNLESS OTHERWISE SPECIFIED.
- SET 5/8" REBAR WITH CAP STAMPED "LAND-MARK TX4869 NM11402" AT ALL EXTERIOR BOUNDARY CORNERS UNLESS OTHERWISE NOTED.
- TAX CERTIFICATE(S) FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORDS SECTION.  
INSTRUMENT No. \_\_\_\_\_ INSTRUMENT No. \_\_\_\_\_
- RESTRICTIVE COVENANTS FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORDS SECTION.  
INSTRUMENT No. \_\_\_\_\_
- WEAVER & KENAZO SUBDIVISION BY THE HORIZON REGIONAL MUNICIPAL UTILITY DISTRICT IN ACCORDANCE WITH THEIR RULES AND REGULATIONS AND WITH SECTION 16.34.3 OF THE TEXAS WATER CODE. WATER AND SEWER SERVICES WILL BE EXTENDED TO THE SUBDIVISION FROM EXISTING FACILITIES AND WILL BE CONSTRUCTED TO SERVE THE SUBDIVISION WITHIN TWO (2) YEARS OF THE DATE OF FILING THE FINAL SUBDIVISION PLAT.
- LOT 1 IS SUBJECT TO ON-SITE PONDING OF STORMWATER RUN-OFF. LOT OWNERS ARE RESPONSIBLE FOR MAINTAINING ADEQUATE PROVISIONS TO RETAIN ALL STORMWATER RUN-OFF GENERATED FROM THEIR RESPECTIVE LOT.

METES & BOUNDS DESCRIPTION

COMMENCING, for reference, at an existing 1/2" dia. rebar at the northwest corner of Section 43; Thence, South 0°31'59" East, 54.96 feet to a point at the south boundary line of Horizon Industrial Park Unit One, a subdivision of record in Book 39 at Page 20; Thence, with the south boundary line of Horizon Industrial Park Unit One, North 89°26'52" East, 90.13 feet to a point for the POINT OF BEGINNING hereof;

THENCE, with the south boundary line of Horizon Industrial Park Unit One, the following three courses:  
1) along a curve to the right 31.58 feet through a central angle of 90°27'56", having a radius of 20.00 feet having a chord direction of North 44°43'20" East 28.40 feet to a point;  
2) With the south right-of-way line of Weaver Road North 89°57'18" East, 992.41 feet;  
3) along a curve to the left 62.72 feet through a central angle of 9°21'24", having a radius of 384.00 feet, having a chord direction of North 85°16'36" East, 62.64 feet to the westerly boundary line of an unrecorded contract of sale into Tereco;

Thence, with the west boundary line of said 2 acre Tereco contract of sale. South 0°02'42" East, 405.76 feet to the north boundary line of that certain 70.0178 acre parcel described in Book 2951 at Page 1615;

Thence, with the boundary line of said 70.0178 acre parcel, the following three courses:

- along a curve to the right 59.08 feet through a central angle of 8°48'53", having a radius of 384.00 feet, having a chord direction of South 85°32'08" West, 59.02 feet to a point;
- South 89°56'35" West, 1012.59 feet to an existing 5/8" dia. rebar with plastic cap found marked TX 4680;
- North 00°33'07" West 385.26 feet, to the POINT OF BEGINNING containing 9.984 acres or 434,901 square feet.

OWNER

BAIN INVESTMENTS  
14160 BLAIR DRIVE  
HORIZON CITY, TEXAS 79928  
VOICE: (915) 852-8620  
CONTACT: SCOTT BAIN

ENGINEER

SANDRA HERNANDEZ  
10710 GATEWAY NORTH,  
SUITE B-5, BOX# 255,  
EL PASO, TEXAS 79924  
PHONE: (915) 238-4699