



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: June 09, 2026

To: Honorable Mayor and Members of City Council

From: Art Rubio, Planning Director

SUBJECT: On the acceptance of the roadway and drainage improvements as constructed with the Rancho Desierto Bello Unit 17 Subdivision Plat for maintenance and to accept the required maintenance bond.

PURPOSE: This item is a request by the applicant for the acceptance of the completion of roadway and drainage improvements completed on Rancho Desierto Bello Unit 17 Subdivision.

IMPACTS OF DISAPPROVAL: Developer and builders will not have the ability to begin construction on Rancho Desierto Bello Unit 17 Subdivision.

MOTION RECOMMENDATION: Staff recommends the Council approve the acceptance of the roadway and drainage improvements as constructed with the Rancho Desierto Bello Unit 17 Subdivision for maintenance and to accept the required maintenance bond. City Engineer has submitted the approval letter.

BOND NUMBER: 108379881

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we **SDC Development, LLC** as Principal, and **Travelers Casualty and Surety Company**, as Surety, are held firmly bound unto **Town of Horizon City**, as Obligee, the penal sum of **One Hundred Twenty Eight Thousand Eight Hundred Sixty Nine and 56/100 (\$128,869.56)** to which payment well and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a contract with the **Town of Horizon City** dated **9th of June, 2026** for **Rancho Desierto Bello Unit 17 Street & Drainage Improvements**.

WHEREAS, said contract provides that the Principle will furnish a bond conditioned to guarantee for the period of **One** year(s) after the Notice of Acceptance is issued by the Obligee for an individual unit or from and after SUBSTANTIAL COMPLETION, whichever is less, by the owner, against all defects in workmanship and materials which may become apparent during said period, and

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the Principal shall indemnify the Obligee for all loss that Obligee may sustain by reason of any defect in equipment, material or workmanship which may be discovered during the period of 1 (one) years from and after the Notice of Acceptance is issued by the Obligee for an individual unit or from and after SUBSTANTIAL COMPLETION, whichever is less, but in no event less than 1 (one) years, then this obligation shall be void, otherwise to remain in full force and effect. Provided however the surety and principal acknowledge the units to be covered under the bond are referenced under Attachment "A".

SIGNED, SEALED and DATED

2nd of June, 2026

Principal: SDC Development, LLC

BY: 

Alex Emerson, Chief Financial Officer

Surety: Travelers Casualty and Surety Company

BY: 

William Scott Trethewey, Attorney-In-Fact



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **William Scott Trethewey** of **FT LAUDERDALE**, **Florida**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 16th day of February, 2024.



State of Connecticut

City of Hartford ss.

By: 
 Bryce Grissom, Senior Vice President

On this the 16th day of February, 2024, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 2nd day of June, 2026




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
 Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

June 08, 2026

Honorable Mayor Andres Renteria
Town of Horizon City
14999 Darrington Road
Horizon City, Texas 79928

Re: Subdivision Acceptance—Rancho Desierto Bello Unit 17

Dear Mayor Renteria,

As of June 08, 2026, the improvements for the subdivision referenced above have been completed. As Town Engineer, Huitt-Zollars recommends the final acceptance of the subdivision and the public improvement.

Please do not hesitate to call us at (915) 587-4339, if we can be of further assistance.

Sincerely,

HUITT-ZOLLARS, INC.



Floyd Johnson, PE
Managing Principal

CC: Arturo Rubio—Chief Planner, Town of Horizon City
Albert Valle, CFM—Public Works Director, Town of Horizon City
David G. Ruiz – Planner, Town of Horizon City

Title: Rancho Desierto Bello Unit 17
 Description: Street & Drainage Improvements
 Location: Horizon City, Texas
 Owner: SDC Development
 TRE Job No: 1770-12517
 Bid Date: February 6, 2025
 Prepared By: Cindy Chacon

				Desert Pass Construction, Inc.	
Item	Description	Unit	Qty	Unit Price	Cost
<u>Rancho Desierto Bello Unit 17 Subdivision Street and Grading Improvements</u>					
1	12" SUBGRADE PREPARATION	SY	16,702	\$3.50	\$58,457.00
2	6" BASE COURSE MATERIAL	SY	15,092	\$8.95	\$135,073.40
3	1.5" H.M.A.C.	SY	15,092	\$11.60	\$175,067.20
4	6" CURB AND GUTTER	LF	7,720	\$17.50	\$135,100.00
5	MONUMENTATION	EA	8	\$750.00	\$6,000.00
6	6" BASE COURSE MATERIAL FOR TEMPORARY TURN AROUNDS	SY	3,000	\$11.00	\$33,000.00
7	RETAINING ROCKWALL	PE	1,150	\$165.00	\$189,750.00
8	PEDESTRIAN RAMPS	EA	18	\$2,000.00	\$36,000.00
9	TRAFFIC, STRIPING AND STREET SIGNAGE	LS	1	\$9,600.00	\$9,600.00
10	REMOVAL OF EXISTING DEAD-END SIGN AND GUARDRAIL	EA	3	\$1,000.00	\$3,000.00
11	DEAD-END SIGN AND GUARDRAIL	EA	4	\$4,000.00	\$16,000.00
<u>Total Street and Grading Improvements</u>					\$797,047.60
<u>Erosion Control mprovements</u>					
1	SILT FENCE	LF	2,995	\$5.00	\$14,975.00
2	STABLIZED CONSTRUCTION ENTRANCE	EA	1	\$2,000.00	\$2,000.00
<u>Total Erosion Control Improvements</u>					\$16,975.00
<u>Earthwork Improvements</u>					
1	EARTHWORK CUT TO FILL	CY	16,450	\$7.50	\$123,375.00
<u>Total Earthwork Improvements</u>					\$123,375.00
<u>Drainage Improvements</u>					
1	18" ADS SANITITE	LF	72	\$80.00	\$5,760.00
2	30" ADS SANITITE	LF	479	\$115.00	\$55,085.00
3	36" CI III RCP	LF	439	\$185.00	\$81,215.00
4	42" CI III RCP	LF	424	\$220.00	\$93,280.00
5	Box Storm Sewer Manhole	EA	7	\$11,242.00	\$78,694.00
6	2-Grate Type I Storm Inlet	EA	1	\$8,000.00	\$8,000.00
7	2-Grate Type III Storm Inlet	EA	1	\$8,000.00	\$8,000.00
8	3-GRATE TYPE I STORM INLET	EA	1	\$8,000.00	\$8,000.00
9	3-GRATE TYPE III STORM INLET	EA	1	\$8,000.00	\$8,000.00
10	MANHOLE ADJUSTMENTS	EA	7	\$550.00	\$3,850.00
11	Trench Safety Systems including pipeline trench and manhole excavation	LF	1,414	\$1.00	\$1,414.00
<u>Total Drainage Improvements</u>					\$351,298.00
TOTAL IMPROVEMENTS					\$1,288,695.60
MAINTENANCE BOND AMOUNT (10%)					\$128,869.56

